

Meeting Date: 11/25/2014

Report Type: Consent

Report ID: 2014-00724

Title: Agreement: Sale of 0.946 Acres of City-owned Property to Armstrong Development Properties, Inc.

Location: Northwest corner of Fair Oaks Boulevard and Howe Avenue, District 6

Recommendation: Pass a Resolution 1) finding it is in the best interest of the City to sell 0.946 acres of City-owned property, without first calling for bids, to Armstrong Development Properties, Inc. in the amount of \$255,000; and 2) directing the City Manager or the City Manager's designee to sell such property on the terms and conditions as may be specified by the City Council and to execute the agreement and any additional documents necessary to implement the agreement.

Contact: Richard Sanders, Real Property Agent III, (916) 808-7034, Department of General Services

Presenter: None

Department: General Services

Division: Real Estate/Asset Management

Dept ID: 13001551

Attachments:

1-Description/Analysis

2-Resolution

3-Agreement

City Attorney Review

Approved as to Form

Gerald Hicks

11/17/2014 10:38:31 AM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 11/6/2014 4:15:50 PM

Description/Analysis

Issue Detail: Armstrong Development Properties, Inc. (Armstrong) approached the City with a request to purchase the City-owned land located at the northwest corner of Fair Oaks Boulevard and Howe Avenue. Armstrong requires the land in order to accommodate development of the adjacent site with commercial retail buildings.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.88 regarding the sale of City-owned real property.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the sale of surplus government property, which is considered an exempt activity in accordance with Section 15312 of the CEQA Guidelines.

Sustainability: Not applicable

Commission/Committee Action: None

Rationale for Recommendation: The subject property is identified as APN 295-0010-011 and adjacent right of way. The overall size of the subject property is approximately 41,208 square feet (0.946 acres) and has approximately 267 feet of frontage along Howe Avenue and 468 feet of frontage along Fair Oaks Boulevard. This intersection is currently the second busiest intersection within the City limits. The subject property is currently used for storm drainage purposes. These uses will continue after the sale and be protected via easement reservations.

Approving the sale of the subject property without first calling for bids is in the City's best interest because the property will be used in a consistent manner with the adjacent property on Cadillac Drive that Armstrong has proposed developing into a retail shopping center. Armstrong will use the subject property for vehicular and pedestrian access, signage, and landscaping. The recommendations in this report will help promote increased sales tax, property tax, and on-going employment.

Financial Considerations: The fair market value of the subject property, as determined by a March 2013 independent appraisal, is \$255,000. Armstrong will purchase the site for \$255,000 and pay all closing costs and incidental staff costs associated with the transaction. The net sale proceeds of \$255,000 will be deposited into the Economic Development Fund (Fund 2031).

Local Business Enterprise (LBE): No goods or services are being purchased as a result of this report.

RESOLUTION NO.

Adopted by the Sacramento City Council

November 18, 2014

APPROVING THE SALE OF 0.946 ACRES OF CITY-OWNED PROPERTY TO ARMSTRONG DEVELOPMENT PROPERTIES, INC.

BACKGROUND:

- A. The City owns 0.946 acres of property at the northwest corner of Fair Oaks Boulevard and Howe Avenue. Armstrong Development Properties, Inc. (Armstrong) is planning to develop property on Cadillac Drive that is adjacent to the subject property with approximately 66,170 square feet of newly constructed commercial retail buildings. In order to provide access from Fair Oaks Boulevard and Howe Ave to the new commercial buildings, Armstrong approached the City in 2013 and indicated its desire to purchase the subject property from the City. An independent appraisal was completed in March 2013 establishing the subject property's market value at \$255,000. Subject to City Council approval, an Agreement for Sale of Real Property (Exhibit A) has been negotiated to sell the subject property for \$255,000.
- B. In accordance with City Code Chapter 3.88 the City Council may, by resolution, provide for the sale of real property without first calling for bids when it finds that such action will be in the best interest of the City. The resolution shall direct the City Manager to sell such property on the terms and conditions as may be specified by the City Council. Approving the sale of the subject property without first calling for bids is in the City's best interest because the property will be used in a consistent manner with the adjacent property on Cadillac Drive that Armstrong has proposed developing into a retail shopping center. Armstrong will use the subject property for vehicular and pedestrian access, signage, and landscaping. The recommendations in this report will help promote increased sales tax, property tax, and on-going employment.

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

- Section 1. It is in the best interest of the City to sell 0.946 acres of City-owned property, without first calling for bids, to Armstrong Development Properties, Inc. in the amount of \$255,000.
- Section 2. The City Manager or the City Manager's designee is hereby directed to sell the subject property to Armstrong on the terms specified in the Agreement for Sale of Real Property (Exhibit A), and to execute the agreement and any additional documents necessary to implement the agreement.
- Section 3. Exhibit A is a part of this Resolution.



Real Estate

Outside Agency

Recorder

(Outside Agency requires City to sign first.)

(City Clerk to Record)

Requires Council Approval: No YES Meeting: Nov 25, 2014

General Information

Type: Agreement for Sale of Real Property Attachment: None Number: Original Document Number: N/A \$ Not to Exceed: \$255,000.00 Original Contract Amount: None

Other Party: Armstrong Development Properties Deed: None Included Separate Project Name: NWC Fair Oaks & Howe No. Certified Copies of Agreement: Project Number: Bid Transaction #: N/A E/SBE-DBE-M/WBE: N/A

Department Information

Department: General Services Division: Facilities & Real Property Project Mgr: Rich Sanders Supervisor: Bill Sinclair Contract Services: N/A Date: Division Mgr: Don Tucker Phone Number: 808-7034 Org Number: 13001551

Comment: PLEASE RETURN SIGNED/NOTARIZED DEED AND TWO EXECUTED AGREEMENTS TO RICH SANDERS.

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Project Mgr, Supervisor, City Attorney (Jerry Hicks).

Send Interoffice Mail Notify for Pick Up

Pre-Authorization table with columns: Signature or Initial, Date. Row for Schwartz, Reina, Department Director.

Process table with columns: Signature or Initial, Date. Row for City Clerk assign #.

Authorization table with columns: Signature or Initial, Date. Row for City Mgr: Yes No

Contract Cover/Routing Form: Must Accompany ALL Contracts

This coversheet is to remain with the original signed Contract.

For City Clerk Processing box containing fields for Finalized, Imaged, and Received, with a large empty rectangular area for stamps.

File No.:	SAL-12-06-00
Project:	NWC Fair Oaks & Howe
WO:	2149843
APN:	295-0010-001
Escrow #:	C1407720
Title Company:	Chicago Title
Date of Title report:	July 23, 2014

AGREEMENT FOR SALE OF REAL PROPERTY

PREAMBLE

This Agreement for Sale of Real Property ("Agreement") is entered into on this _____ of _____, 2014, by and between **Armstrong Development Properties, Inc.**, a Pennsylvania corporation ("Buyer"), and **City of Sacramento**, a municipal corporation ("City").

RECITALS/BACKGROUND

WHEREAS, City agrees to sell and convey and Buyer agrees to purchase fee title to City owned property located at the intersection of Fair Oaks and Howe (hereinafter, the "Property"), consisting of 0.94 acres, more or less; which is more particularly described in **Exhibit "A"** attached hereto and hereby incorporated by reference and depicted on **Exhibit "A-1"** attached hereto and hereby incorporated by reference, on the terms and conditions contained in this Agreement; and

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 purchase price of the Property is Two Hundred Fifty-Five Thousand and 00/100 Dollars (\$255,000.00) payable by Buyer as follows:

- (a) The sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00) on Buyer's execution of this Agreement as a deposit to be applied to the purchase price at the close of escrow (hereinafter, the "Deposit"). The Deposit shall be payable by wire transfer or by certified check or cashier's check drawn to the order of the Escrow Holder named in Section 2.01. The Deposit shall be non-refundable to Buyer when made, except as otherwise set forth in this Agreement.
- (b) The balance of the purchase price shall be paid at the close of escrow. This amount shall be payable by wire transfer or in cash or by certified check or cashier's check drawn to the order of the Escrow Holder named in Section 2.01.

Consequence of Buyer Default

Section 1.02. If Buyer defaults in the performance of this Agreement, the Deposit described in Section 1.01 shall be distributed in accordance with Section 5.04. In the event this Agreement is terminated for any other reason, the Deposit shall be refunded to Buyer, less One Hundred Dollars (\$100) as independent consideration to City for executing this Agreement, and less Buyer's expenses of escrow.

ARTICLE 2. ESCROW

Escrow

Section 2.01. An escrow account has been opened to consummate the sale of the Property according to the terms of this Agreement at the office of Chicago Title Insurance Company (the "Escrow Holder"), 2390 East Camelback Road, Suite 120, Phoenix, AZ 85016, Attn: Melissa Cocanower, Escrow Number C1407720. This Agreement shall constitute instructions to Escrow Holder of the consummation of the Agreement through the escrow. Buyer and City shall also 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 Date

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 City to Buyer (hereinafter, "Grant Deed") 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. Buyer shall provide no less than five business days prior notice to City of its intended closing date, Unless the parties mutually agree to an extension of time, close of escrow shall be no later than December 19, 2014, or such earlier date as elected by Buyer.

Escrow Costs and Fees

Section 2.03. In accordance with Chapter 3.88.090 of the Sacramento City Code, Buyer shall pay all of the Escrow Holder's charges including, without limitation, escrow fees, recording fees from the documents produced on the parties' behalf, and any required documentary transfer taxes. All cost to obtain a CLTA policy of title insurance, any special endorsements or ALTA coverage, if desired, shall be borne solely by Buyer.

Buyer agrees to pay the City's incidental costs for the City Surveyor to plot the Property and for the costs accrued by the City Real Estate Services. The rate of the City Surveyor is \$146.00 per hour and the rate for the staff of the Real Estate Services is \$98.00 per hour.

ARTICLE 3. ADDITIONAL TERMS AND CONDITIONS

City's Election to Remedy Defects

Section 3.01. Notwithstanding any provision of this Agreement to the contrary, City shall have the right to remedy certain violations of this Agreement prior to the close of escrow. This right to remedy shall be subject to the following requirements and restrictions:

- (a) Buyer shall immediately notify City in writing of Buyer's discovery, prior to the close of escrow, of any matter that, in the sole opinion of Buyer, renders the Property not suitable for Buyer's intended use or is an exception to title that, in the opinion of Buyer, renders the Property not suitable for Buyer's intended use. All of the types of matters described in this Section 3.01(a) shall be referred to as "defects."
- (b) If Buyer fails to give notice prior to the close of escrow, Buyer shall be deemed to have waived the defect and the defect shall not be a violation of this Agreement. If Buyer gives notice, City may elect to remedy the defect by giving Buyer written notice of this election within five (5) days of receiving Buyer's notice. City's notice of election to remedy shall specify the number of days (if any), up to a maximum of thirty (30), that close of escrow shall be postponed so that City may remedy the defect. If City fails to provide a timely notice of election or fails to remedy the defect prior to the close of escrow (including any extension of escrow made pursuant to this section), then Buyer, at Buyer's election, may do either of the following:
 - (1) Terminate this Agreement without any liability on the part of either party and Buyer receiving a refund of the Deposit in accordance with Section 1.02 herein; or
 - (2) Purchase the Property without a reduction in the purchase price and without any liability on the part of City for the un-remedied defect or defects.

The failure by Buyer to provide such a notice of election to City shall be deemed an election of option (2) above.

ARTICLE 4. RIGHTS AND WARRANTIES

Right of Buyer to Enter Property

Section 4.01. City grants to Buyer or Buyer's agents the right, at any time and from time to time, to enter onto the Property to conduct tests or investigations provided that:

- (a) The acts shall be conducted at the sole cost and expense of Buyer;

- (b) The acts do not unreasonably interfere with City's possession; and
- (c) Buyer shall indemnify and hold City harmless from any costs or liability resulting from the acts, except to the extent that such Claims arise out of City's acts or omissions, and excluding however from such indemnification any item or matter of any type or nature arising from or in connection with any condition or status of the Property or any portion thereof which may then exist or is discovered or determined as a result of such inspection activities.

Release and Indemnification of City

Section 4.02.

- (a) Buyer acknowledges that it is being afforded access to the Property and to any non-privileged information the City has relating to the Property. Buyer will have the right to conduct and approve any feasibility studies, physical inspections, environmental testing, due diligence investigations, economic studies, marketing reports, or other tests (collectively, the "Buyer Investigations") deemed necessary by Buyer, in its sole discretion, to determine the economic, physical, developmental, and operational feasibility of Buyer's purchase of the Property. Buyer shall perform and rely upon its own independent investigation of the physical condition of the Property. Buyer hereby releases and completely indemnifies City, City's officers, directors, agents and employees from all responsibility and liability regarding the condition (including, but not limited to, the condition of the soil, presence of toxic or hazardous materials or contaminants and all other physical characteristics), and valuation or utility of the Property, regardless of any rights or remedies Buyer may have either now or in the future under any State or Federal law or regulation. It is specifically the intention of the parties that as to the presence of toxic or hazardous materials, in the event close of escrow occurs, Buyer shall assume full and complete responsibility for all costs associated with cleanup requirements, and any associated damages or other costs and expenses, and that City shall have no liability whatsoever to Buyer therefor.
- (b) Buyer hereby acknowledges that Buyer is purchasing the Property "AS-IS" in its existing condition. In addition, Buyer acknowledges and agrees that except as may be contained in this Agreement or the documents to be delivered by City at close of escrow, City (and City's agents and employees) has not and does not hereby make any representation or warranty to Buyer concerning the Property, including, without limitation, the suitability of the Property for Buyer's Intended Use, or its compliance with hazardous waste laws or any other statutes, ordinances, rules or regulations, or need for land use entitlements. Buyer also understands and agrees that any responsibility to obtain land use entitlements, and the cost thereof, is solely the responsibility of Buyer, and City makes no commitment or representation with respect thereto, and reserves all of its

land use authority and discretion in reviewing any application for such entitlements. Buyer shall perform and rely solely upon its own independent investigation concerning the Property and the Property's compliance with any applicable law. Buyer acknowledges that, in the event close of escrow occurs, it shall acquire the Property subject to all existing laws, ordinances, rules and regulations, and that except as may be contained in this Agreement or the documents to be delivered by City at close of escrow, or as may be conferred by City through separate entitlement procedures, neither City nor any of City's agents or employees have made any warranties, representations, or statements regarding any laws, ordinances, rules, or regulations of any governmental or quasi-governmental body, entity, district, or agency having authority with respect to the use, condition, or occupancy of the Property.

Survival of Warranties

Section 4.03. All warranties, covenants, releases and other obligations described in this Article and elsewhere in this Agreement shall survive delivery of the Grant Deed.

ARTICLE 5. MISCELLANEOUS PROVISIONS

Incorporation of Recitals

Section 5.01. The recitals set forth above are incorporated by reference.

Time of Essence

Section 5.02. Time is of the essence in this Agreement.

Loss & Destruction

Section 5.03. The parties agree that the Uniform Vendor and Purchaser Risk Act set forth in Civil Code Section 1662 and its provisions governing the allocation of risk of loss shall govern this transaction, except where a contrary result is specified herein.

Default

Section 5.04.

- (a) If Buyer defaults in the performance of this Agreement, the parties agree that City will be damaged by Buyer's breach of this Agreement and entitled to compensation therefore, although such damage and compensation are extremely difficult and impracticable to ascertain at this time. Therefore, in addition to City being released from any obligation to sell the Property to Buyer, Buyer and City agree that Buyer's Deposit, pursuant to Section 1.01, shall be deemed to constitute a reasonable estimate of City's damages. Accordingly, City may retain, in case of

Buyer's breach of this Agreement, the Deposit paid by Buyer on execution of this Agreement as liquidated damages.

Initialed by Buyer: JJK
Initialed by City: _____

- (b) If City defaults under this Agreement, then Buyer may, in addition to its right to elect to terminate this Agreement and receive the return of the Deposit, pursue all available legal remedies, including without limitation specific performance of City's obligation to convey the Property in accordance with, and in the condition required by, the terms of this Agreement.

Assignment

Section 5.05. Buyer, by written notice to City, may assign Buyer's interest in this Agreement and the Property to CVS Pharmacy, Inc., a Rhode Island corporation, or Longs Drug Stores California, L.L.C., a California limited liability company, or to any entity controlling, controlled by, or common control with, CVS Pharmacy, Inc., and may assign its interests under this Agreement to K & C Investments, an Oregon joint venture. Except as stated in the immediately preceding sentence, Buyer may not assign this Agreement without City's prior written consent. The valid assignment of this Agreement shall not relieve Buyer of liability under this Agreement.

Partial Invalidity

Section 5.06. If any term of provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, or is found to be prohibited by law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable or prohibited, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Authority of Signators

Section 5.07. Each party to this Agreement warrants to the other that it is duly organized and existing and each signatory hereto represents to the other party that it has full right and authority to enter into and consummate this Agreement and all related documents.

Term

Section 5.08. This Agreement shall become effective on the date it is fully executed by all parties and shall remain in effect until terminated by the mutual written agreement of all parties.

Survival of Provisions

Section 5.09. Notwithstanding any provisions of this Agreement to the contrary, the provisions of this Agreement shall survive the Close of Escrow and shall not merge into the Grant Deed and the recordation thereof, and the covenants, representations, warranties, hold harmless and indemnification obligations made by each party herein shall survive the delivery of the Grant Deed.

Additional Documents

Section 5.10. The City and Buyer agree to execute such other documents and instruments as may be reasonably requested by the other party or Escrow Holder in connection with the property conveyances that are the subject of this Agreement, consistent with the provisions of this Agreement.

Counterparts

Section 5.11. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

No Third-Party Beneficiary

Section 5.12. This Agreement is not intended to, and will not be interpreted as conferring, any benefit or right whatsoever upon any person or entity that is not a party hereto.

Laws of California

Section 5.13. This Agreement will be construed in accordance with, and governed by, the laws of the State of California. The place where this Agreement is to be performed and its situs or forum will at all times be in the County of Sacramento.

Headings

Section 5.14. The headings of the sections and paragraphs in this Agreement are inserted for convenience only. They do not constitute part of this Agreement and will not be used in its construction.

Notices

Section 5.15. 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 in person, by United States certified mail, return-receipt requested, postage prepaid, and properly addressed, or sent by any private overnight, "same day", or "next-day" delivery service, delivery charges prepaid with proof of receipt or other telegraphic communication in the manner provided in this section to the following persons:

(a) If to Buyer:

Armstrong Development Properties, Inc.
1375 Exposition Boulevard, Suite 101
Sacramento, CA 95815
Attention: Christopher Bernard
Email: cbernard@agoc.com
Facsimile: (916) 643-0613

(b) If to City:

City of Sacramento
Real Estate Services
915 I Street, 2nd Floor
Sacramento, CA 95814
Attn: Real Estate Services
Supervisor

and with a copy to:

Armstrong Development Properties, Inc.
One Armstrong Place
Butler, PA 16001
Attention: Robert H. Gustine, Esq.
Email: bgustine@agoc.com
Facsimile: (724) 256-8098

Either party may change that party's address for these purposes 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 mailing if mailed by registered or certified mail, postage prepaid and addressed as set forth above or as modified according to this section.

Entire Agreement

Section 5.16. This Agreement and the attached Exhibit(s) constitute the entire agreement between the parties relating to the sale 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 City.

Binding Effect

Section 5.17. This Agreement shall be binding on and inure to the benefits of the parties to this Agreement and their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

Waiver

Section 5.18. 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.

Interpretation

Section 5.19. This Agreement is the result of the joint efforts and negotiations of all parties, and all parties agree that this Agreement will be interpreted as though each of the parties participated equally in the drafting and composition of this Agreement and each and every part hereof.

BUYER:

ARMSTRONG DEVELOPMENT
PROPERTIES, INC.,
a Pennsylvania corporation

By: 
Douglas J. Byle, President
Dated: 10/30/14

CITY:

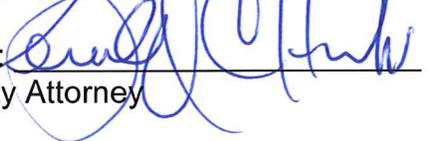
CITY OF SACRAMENTO,
a municipal corporation

By: _____
John F. Shirey, City Manager

Recommended for Approval:

By: 

Approved as to Form:

By: 
City Attorney

Attest:

By: _____
City Clerk

Dated: _____

EXHIBIT "A"
LEGAL DESCRIPTION

Page 1 of 2

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

All that portion of land as shown on that certain Amended Record of Survey "Portion of Sec. 67, 64 & Sec. A of Rancho Del Paso", in Book 21 of Surveys, Map 4, filed in the office of the Recorder of said county, described as follows:

PARCEL 1

Beginning at the most southerly corner of Lot 4 as said Lot is shown on the map of "Campus Commons West Ranch", filed in Book 86 of Maps, Map No. 18 in the office of said Recorder; thence from said **Point of Beginning** along the southeasterly and easterly line of said Lot 4 the following 2 (two) courses, North $32^{\circ}34'31''$ East, 432.33 feet; thence North $20^{\circ}34'31''$ East, 63.22 feet; thence leaving said easterly line, South $00^{\circ}35'27''$ West, 123.33 feet; thence South $8^{\circ}00'53''$ East, 101.20 feet; thence along a non-tangent curve concave to the northwest, having a radius of 122.50 feet, subtended by a chord bearing South $16^{\circ}27'37''$ West, 65.16 feet; thence South $54^{\circ}49'54''$ West, 182.63 feet; thence along a curve concave to the southeast, having a radius of 1040.00 feet, subtended by a chord bearing South $47^{\circ}47'12''$ West, 255.13 feet to the southeasterly line of Lot 5 as shown on said "Campus Commons West Ranch"; thence along said southeasterly line North $32^{\circ}34'31''$ East, 165.11 feet to the **Point of Beginning**, containing 41,199 square feet, more or less.

RESERVING therefrom the following three (3) portions:

PARCEL 2 – WATER EASEMENT RESERVATION

Beginning at a point on the southeasterly line of the aforementioned Parcel 1, which bears the following three (3) courses from the most southerly corner of said Lot 4; (1) South $32^{\circ}34'31''$ West, 165.11 feet; (2) thence along a curve concave to the southeast, having a radius of 1040.00 feet, subtended by a chord bearing North $47^{\circ}47'12''$ East, 255.13 feet; (3) thence North $54^{\circ}49'54''$ East, 56.99 feet; thence from said **Point of Beginning** North $33^{\circ}40'35''$ West, 80.25 feet; thence North $33^{\circ}42'59''$ East, 233.52 feet, thence North $00^{\circ}23'48''$ East, 37.01 feet to the southeasterly line of said Lot 4; thence along the southeasterly and easterly line of said Lot 4 the following 2 (two) courses, North $32^{\circ}34'31''$ East, 1.36 feet; thence North $20^{\circ}34'31''$ East, 63.22 feet; thence leaving said easterly line, South $00^{\circ}35'27''$ West, 118.48 feet; thence South $33^{\circ}42'59''$ West, 208.17 feet; thence South $33^{\circ}40'35''$ East, 59.46 feet to the southerly line of said aforementioned Parcel 1; thence along said southerly line, South $54^{\circ}49'54''$ West 30.01 feet to the **Point of Beginning**, containing 10,445 square feet, more or less.



EXHIBIT "A"
LEGAL DESCRIPTION
Page 2 of 2

PARCEL 3 – DRAINAGE EASEMENT RESERVATION

Beginning at a point on the southeasterly line of said Lot 4 which bears North 32°34'31" East, 276.29 feet from the most southerly corner of said Lot 4; thence from said **Point of Beginning** along said southeasterly line North 32°34'31" East, 26.01 feet; thence leaving said southeasterly line, South 56°38'24" East, 45.92 feet; thence South 33°49'14" West, 26.03 feet; thence North 56°37'02" West, 45.36 feet to the southeasterly line of said Lot 4 and the **Point of Beginning**, containing 1,188 square feet, more or less.

PARCEL 4 – DRAINAGE EASEMENT RESERVATION

Beginning at a point which bears the following two (2) courses from the most southerly corner of said Lot 4;

- (1) North 32°34'31" East, 276.29 feet along the southeasterly line of said Lot 4;
- (2) Thence leaving said southeasterly line, South 56°37'02" East, 45.36 feet;

Thence from said **Point of Beginning** the following sixteen (16) courses:

- (1) Thence North 33°49'14" East, 26.03 feet;
- (2) Thence South 56°38'24" East, 2.51 feet;
- (3) Thence North 81°42'51" East, 13.29 feet;
- (4) Thence North 40°04'03" East, 40.06 feet;
- (5) Thence North 73°02'03" East, 17.16 feet to the easterly line of the aforementioned Parcel 1;
- (6) Thence along said easterly line, South 8°00'53" East, 33.53 feet;
- (7) Thence South 39°51'42" West, 36.10 feet;
- (8) Thence South 2°28'33" East, 6.73 feet;
- (9) Thence South 44°48'49" East, 34.20 feet to the southeasterly line of the aforementioned Parcel 1;
- (10) Thence along said southeasterly line along a curve concave to the northwest, having a radius of 122.50 feet, subtended by a chord bearing South 19°48'27" West, 27.31 feet;
- (11) Thence leaving said southeasterly line, North 67°29'37" West, 19.55 feet
- (12) Thence South 76°28'29" West, 5.88 feet;
- (13) Thence South 40°26'35" West, 32.92 feet;
- (14) Thence along a non-tangent curve to the northwest, having a radius of 155.03 feet, subtended by a chord bearing South 60°47'18" West, 76.75 feet;
- (15) Thence North 71°51'54" West, 29.63 feet;
- (16) Thence North 33°49'16" East, 128.74 feet to the **Point of Beginning**, containing 11,028 square feet, more or less.



EXHIBIT "A-1"
Legal Depictions

SCALE:
1" = 80'



CADILLAC DRIVE

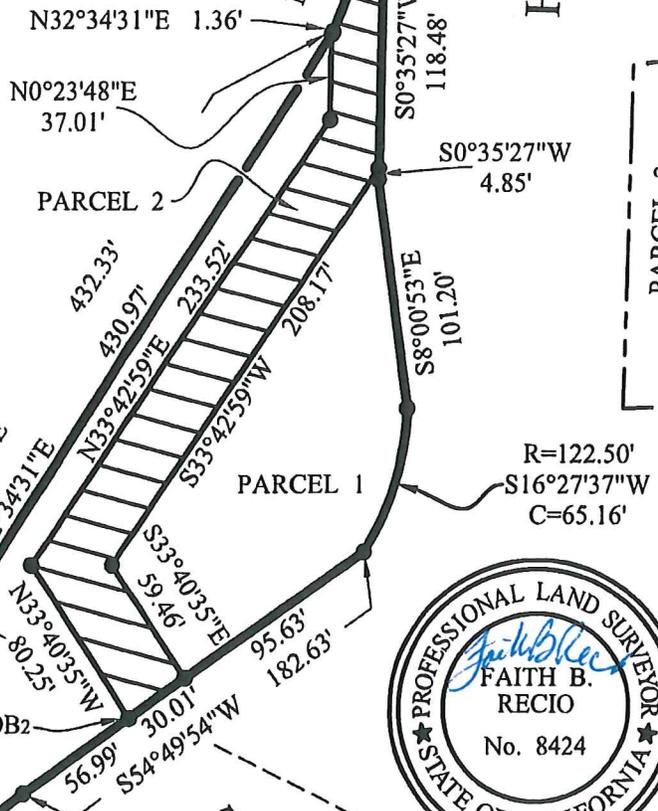
DRIVE

HOWE AVENUE

CAMPUS COMMONS
WEST RANCH
86 BM 18
LOT 4

PARCEL 1
TOTAL AREA = ±
41,199 SQ. FT.
PARCEL 2 EASEMENT
TOTAL AREA = ±
10,445 SQ. FT.

PARCEL 2
19760325 OR 330



SOUTH CORNER LOT 4

TRANSMISSION RIGHT-OF-WAY

1713 OR 331

LOT 5
86 BM 18

FAIR OAKS BLVD.



R=1040.00'
S47°47'12"W
C=255.13'

EXHIBIT B
NORTHWEST CORNER
FAIR OAKS & HOWE
CITY OF SACRAMENTO

OCT 2014

PAGE 1 OF 3

17 of 19



SCALE:
1" = 80'



CADILLAC DRIVE

CAMPUS COMMONS
WEST RANCH
86 BM 18
LOT 4

HOWE AVENUE

PARCEL 3 EASEMENT
TOTAL AREA = ±
1,188 SQ. FT.
PARCEL 4 EASEMENT
TOTAL AREA = ±
11,028 SQ. FT.

PARCEL 2
19760325 OR 330



TRANSMISSION
RIGHT-OF-WAY
1713 OR 331

FAIR OAKS
BLVD.

LOT 5
86 BM 18

OCT 2014

EXHIBIT B
NORTHWEST CORNER
FAIR OAKS & HOWE

CITY OF SACRAMENTO

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LINE	BEARING	DISTANCE
L1	S56°38'24"E	45.92'
L2	S56°38'24"E	2.51'
L3	N81°42'51"E	13.29'
L4	N40°04'03"E	40.06'
L5	N73°02'03"E	17.16'
L6	S08°00'53"E	33.53'
L7	S39°51'42"W	36.10'
L8	S02°28'33"E	6.73'
L9	S44°48'49"E	34.20'
L10	N67°29'37"W	19.55'
L11	S76°28'29"W	5.88'
L12	S40°26'35"W	32.92'
L13	N71°51'54"W	29.63'
L14	S33°49'14"E	26.03'
L15	N56°37'02"W	45.36'

CURVE	RADIUS	BEARING	CHORD
C1	155.03'	S60°47'18"W	76.75'
C2	122.50'	S07°13'34"W	26.40'
C3	122.50'	S29°02'38"W	12.13'



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EXHIBIT B
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