

Meeting Date: 3/3/2015

Report Type: Consent

Report ID: 2015-00075

Title: Purchase and Sale Agreement: I-5 / Cosumnes River Blvd. Extension & Interchange Project (T15018000)

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute a Purchase and Sale Agreement with the Sacramento Regional County Sanitation District for the acquisition of right-of-way for the I-5 / Cosumnes River Blvd. Extension and Interchange Project in an amount not to exceed \$240,000.

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-Agreement

City Attorney Review

Approved as to Form

Gerald Hicks

2/19/2015 10:22:42 AM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 2/12/2015 3:48:34 PM

Description/Analysis

Issue Detail: Subject to City Council approval, a Purchase and Sale Agreement has been negotiated with the Sacramento Regional County Sanitation District for the City to acquire necessary right-of-way for the I-5 / Cosumnes River Blvd. Extension and Interchange Project (Project).

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.60.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): The Project's final Environmental Impact Report was approved by the City Council on May 15, 2007. The Environmental Impact Statement (EIS) conforming to the National Environmental Policy Act (NEPA) was approved by the Federal Highway Administration (FHWA) on October 5, 2007.

Sustainability: 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 and also increase the City's urban forest canopy, and create an environment more conducive to pedestrian and bicycle trips. All of these considerations and improvements are consistent with one of the major themes of the City's 2030 General Plan to reduce the City's carbon footprint.

Commission/Committee Action: None

Rationale for Recommendation: Acquisition of right-of-way from the Sacramento Regional County Sanitation District is necessary for the Project. The property rights to be acquired include fee parcels as well as permanent and temporary easement rights relating to the extension of Cosumnes River Blvd.

Financial Considerations: Sufficient funding is available in the Project (T15018000, Other Capital Grants Fund, Fund 3704) to execute the recommended Purchase and Sale Agreement with the Sacramento Regional County Sanitation District in an amount not to exceed \$240,000.

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



Real Estate

Outside Agency

Recorder

(Outside Agency requires City to sign first.)

(City Clerk to Record)

Requires Council Approval: No YES Meeting: March 3 2015

General Information

Type: Purchase and Sale Agreement

Attachment: None Number: N/A

\$ Not to Exceed: \$240,000

Original Document Number: N/A

Original Contract Amount: None

Other Party: Sacramento Regional County Sanitation District

Deed: None Included Separate

Project Name: I-5 Cosumnes River Blvd Extension and Interchange Project

No. Certified Copies of Agreement: 0

Project Number: T15018000

Bid Transaction #: N/A

E/SBE-DBE-M/WBE: N/A

Department Information

Department: General Services

Division: Facilities & Real Property

Project Mgr: Richard Sanders

Supervisor: Bill Sinclair

Contract Services: N/A

Date: 1/23/15

Division Mgr: Don Tucker

Phone Number: 808-7034

Org Number: 13001551

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:		1/23/15
Supervisor:		
City Attorney	Signature or Initial	Date
(Mail Code 09300)		1/23/2015
City Attorney:	Jerry Hicks	
Attention:		
<input type="checkbox"/> Send Interoffice Mail	<input checked="" type="checkbox"/> Notify for Pick Up	
Pre-Authorization	Signature or Initial	Date
Schwartz, Reina Department Director:		
Process	Signature or Initial	Date
City Clerk assign #		
Authorization	Signature or Initial	Date
City Mgr: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
(General Services)		

For City Clerk Processing	
Finalized:	
Initial:	
Date:	
Imaged:	
Initial:	
Date:	
Received:	
(City Clerk Stamp Here)	

File No.: ACQ-04-07-04
Project: I-5/Cosumnes River Blvd. Extension & Interchange
PN/WO: T15018000 / 207794
APN's: 119-0080-013; 119-0080-014; 119-0080-029
119-0080-037; 119-0080-042; 119-0090-014
Escrow #: 13-5015393
Title Company: Fidelity National Title Company
Date of Preliminary Title Report: 1/8/2015

Grantor: 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

Grantee: CITY OF SACRAMENTO, a municipal corporation

PURCHASE AND SALE AGREEMENT

WHEREAS, 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 (hereafter referred to as the "Grantor" or "Regional San"), owns the real property (hereafter referred to as "Property") as is described in the grant and easement deeds (hereafter referred to as "Deeds") attached as listed below, and;

Exhibit "A"	GRANT DEED
Exhibit "B"	AERIAL EASEMENT
Exhibit "C"	ACCESS EASEMENT
Exhibit "D"	TEMPORARY CONSTRUCTION EASEMENT

WHEREAS, Grantor desires to convey and the City of Sacramento, a municipal corporation (hereafter referred to as the "Grantee" or "City") desires to acquire fee title, an access easement, an aerial easement, and a temporary construction easement ("TCE") in the Property (hereafter referred to as "Property Rights") on the terms and conditions set forth herein.

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

- 1. Execution and Delivery of Deeds.** City has opened an escrow account with Fidelity National Title Company, 1375 Exposition Blvd, Suite 240, Sacramento, CA 95815, (916) 646-6057, Escrow Number 13-5015393 (hereafter referred to as the "Escrow Holder"). Upon execution of this Agreement by Grantor, Grantor shall deliver the Agreement and Deeds to the City, and upon full execution of the Agreement, City shall deliver the Deeds and a copy of the Agreement to Escrow Holder.
- 2. Payment/Purchase Price.** Upon execution of this Agreement by both parties, City shall tender payment to the Escrow Holder in the amount of **Two Hundred Forty Thousand Dollars (\$240,000.00)**, which is specifically agreed by the parties to be the full amount of compensation due and owing to Grantor for conveyance of the Property Rights to the City.
- 3. Escrow.** Unless extended by the mutual agreement of both parties, the escrow shall close **ninety (90) days** after execution of this Agreement by both parties.

A. Title.

(1) **Grant Deed.** At close of escrow, Regional San will convey to City real property interest, excepting from the express reservation of rights by grantor, by means of a duly executed and acknowledged Grant Deed in substantially identical form to that contained in Exhibit "A" of this Agreement.

(2) **Aerial Easement.** At close of escrow, Regional San will convey to City an easement interest by means of a duly executed and acknowledged Easement for Overpass Grade Separation in substantially identical form to that contained in Exhibit "B" of this Agreement.

(3) **Access Easement.** At close of escrow, Regional San will convey to City an easement interest by means of a duly executed and acknowledged Easement for Ingress and Egress in substantially identical form to that contained in Exhibit "C" of this Agreement.

(4) **Temporary Construction Easement.** At close of escrow, Regional San will convey to City a temporary construction easement interest for a period of thirty-six (36) months, not to extend beyond January 1, 2016, by means of a duly executed and acknowledged Temporary Construction Easement in substantially identical form to that contained in Exhibit "D" of this Agreement. The TCE shall not be recorded.

B. The close of escrow is conditioned on the Property Rights being conveyed to City free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind, except: (a) easements or rights-of-way for public roads or public utilities, if any; and (b) items specifically identified on Exhibit "E" attached hereto, if any. For deeds of trust or similar security interests, in lieu of removal, Grantor may, if approved by City, obtain from each party holding the security interest, by a recordable written instrument, its consent to the terms hereof, and its agreement that its security interest is and shall be subordinate to the terms hereof, and that it is and shall be bound by the covenants and agreements made by Grantor herein.

C. The Escrow Holder may expend any or all monies payable under this Agreement and deposited into escrow to discharge any obligations which are liens upon the Property, including, but not limited to, those arising from judgments, assessments, delinquent taxes for other than the fiscal year in which the escrow closes, or debts secured by deeds of trust or mortgages, and/or to defray any other incidental costs other than those specified in Section 3(E) hereof to be borne by the City. Upon the close of escrow, the Escrow Holder shall release payment to Grantor, return any credited amounts to City, and record the Deeds in the Recorder's Office for Sacramento County. Title to the Property Rights shall pass to City immediately upon close of escrow.

D. Title Insurance. City may obtain a CLTA extended coverage owner's policy of title insurance insuring that clear title to the Property Rights is vested in City upon recording of the Deeds.

E. Fees. The City shall pay all escrow, recording and title insurance fees incurred in this transaction.

This Agreement may serve in whole or in part as escrow instructions. The issuance of any further escrow instructions shall be the sole responsibility of the City. Grantor agrees to execute such additional documents as may be reasonably necessary to consummate the purchase and sale herein contemplated.

4. Option to Extend TCE. Grantor agrees that upon the expiration of the TCE, City has the option to extend the term of the TCE area for up to twelve (12) months. The rate for the extended use of the TCE shall be **\$31.42 per month**. It is further agreed and understood that City shall provide Grantor with the written notice of its intent to extend the term of the TCE at least thirty (30) days prior to the expiration of the TCE.

5. Restoration of TCE area. Upon completion of the Project, City and its authorized agents or contractors shall restore TCE area as necessary to conform to pre-construction conditions; including re-grading, re-surfacing roadways, and replanting any affected areas. The cost of said restoration of the TCE area shall be borne by City, at no expense to Grantor. This Section 5 shall survive close of escrow.

6. Operations and Joint Use Agreement. Upon close of escrow, City's use of the Property shall be subject to the terms of that separate agreement entitled "Operations and Joint Use Agreement between the City of Sacramento and the Sacramento Regional County Sanitation District," (hereinafter "OJUA") which is attached hereto as Exhibit "F" and incorporated by this reference. This Section 6 shall survive close of escrow.

7. Eminent Domain.

A. It is mutually understood that the acquisition of the Property Rights by City are for a public purpose, and therefore, the Property Rights are otherwise subject to taking by the power of eminent domain. The acquisition by and through this Agreement is in lieu of City's exercise of the power of eminent domain.

B. If any eminent domain action has been filed by the City for acquisition of the Property Rights, Grantor hereby agrees and consents to the dismissal of such action. The Grantor waives any and all claims to any money that may have been deposited in the Superior Court or with the State Treasurer in any such action and waives any and all claims for damages or costs, including attorney's fees, arising by virtue of the abandonment of the action pursuant to Section 1268.510 of the California Code of Civil Procedure.

8. Amendment. This agreement may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.

9. Just Compensation. Grantor agrees that performance of this Agreement by City, including the payment recited in Section 2, above, shall constitute full and fair compensation and consideration for any and all claims that Grantor may have against City by reason of the acquisition, improvement, possession or occupancy of the Property Rights, and Grantor hereby waives any and all such claims, including claims for severance or taking compensation or damages on account of the acquisition of the Property Rights or the location, establishment, construction or operation of the above-named project within the Property Rights. The foregoing waiver shall include any and all rights or claims that Grantor may have under Article 1, section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation; provided that this section shall not apply to claims for relocation assistance, if any, to which Grantor may be entitled pursuant to applicable sections in Chapter 16 of Division 7 of Title 1 of the California Government Code.

10. No Leases. Grantor warrants that there are no leases on all or any portion of the Property, and the Grantor further agrees to hold the City harmless and reimburse the City for any of its losses and expenses occasioned by reason of any lease of all or any portion of the Property

11. Grantor's Representations. Grantor makes the following representations:

A. Grantor certifies that it owns full legal title to the Property, and has full power and authority to convey all property rights described herein to City.

B. To the best of Grantor's knowledge there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against Grantor which could (1) affect Grantor's title to the Property, or any portion thereof, (2) affect the value of the Property Rights, or any portion thereof, or (3) subject an owner of the Property Rights, or any portion thereof, to liability.

C. To the best of Grantor's knowledge there are no uncured notices which have been served upon Grantor from any governmental agency notifying Grantor of any violations of law, ordinance, rule or regulation which would affect the Property Rights or any portion thereof.

D. Grantor 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 except those Hazardous Substances conveyed across the Property by existing sewer and gas pipelines or a proposed Regional San SPA water recycling pipeline.

E. To the best of Grantor's knowledge, there are no notices or other information giving Grantor reason to believe that any conditions existing on the Property or in the vicinity thereof subject or could subject an owner of the Property Rights to potential liabilities under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use.

F. Grantor has no knowledge of any violation of any such law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement arising out of Grantor'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 Grantor'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 Grantor's knowledge, conveyance of the property rights described herein will not constitute a breach or default under any agreement to which Grantor is bound and/or to which the Property is subject.

Each of the above representations is material and is relied upon by City. Each of the above representations shall be deemed to have been made as of the date that the Deeds are recorded, and shall survive the recording of the Deeds by a period of two years following the date that the Deeds are recorded. If, before the recording of the Deeds, Grantor discovers any information or facts that would materially change any of these representations, Grantor shall immediately give notice to City of such facts and information. If any of the foregoing

representations ceases to be true before the recording of the Deeds, Grantor shall be obligated either to remedy the problem before the recording of the Deeds or deduct from the payments required by Section 2, above, as a credit to City, the amount reasonably required to remedy the problem.

12. Hazardous Substances.

A. **Liability for Hazardous Substances.** The parties acknowledge, understand and agree that any liability associated with the presence of any Hazardous Substances, as defined below, on or adjacent to any portion of the Property shall be governed by the provisions of Section 13 (Indemnification) below, regardless of whether any inspection, examination, sampling, testing, assessment or other investigation is conducted by City.

B. Definitions.

(1) As used herein, the term "Hazardous Substances" means:

(a) Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant under any Environmental Law, as defined below;

(b) Those substances listed in the United States Department of Transportation Table [49 CFR § 172.101], or by the Environmental Protection Agency, or any successor agency, as hazardous substances [40 CFR Part 302];

(c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state or local laws or regulations; and

(d) Any material, waste, or substance that is

- 1) a petroleum or refined petroleum product,
- 2) asbestos,
- 3) polychlorinated biphenyl,
- 4) designated as a hazardous substance pursuant to 33 USCS §1321 or listed pursuant to 33 USCS §1317,
- 5) a flammable explosive, or
- 6) a radioactive material.

(2) As used herein, the term "Environmental Law" means all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, or pertaining to environmental conditions on, under, or about any of the properties described in this Agreement, as now or may at any later time be in effect, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 USCS §§9601 *et seq.*]; the Resource Conservation and Recovery Act of 1976 (RCRA) [42 USCS §§6901 *et seq.*]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 USCS §§1251 *et seq.*]; the Toxic Substances Control Act (TSCA) [15 USCS §§2601 *et seq.*]; the Hazardous Materials Transportation Act (HMTA) [49 USCS §§1801 *et seq.*]; the Insecticide, Fungicide,

Rodenticide Act (7 USCS §§136 *et seq.*); the Superfund Amendments and Reauthorization Act [42 USCS §§6901 *et seq.*]; the Clean Air Act [42 USCS §§7401 *et seq.*]; the Safe Drinking Water Act [42 USCS §§300f *et seq.*]; the Solid Waste Disposal Act [42 USCS §§6901 *et seq.*]; the Surface Mining Control and Reclamation Act [30 USCS §§1201 *et seq.*]; the Emergency Planning and Community Right to Know Act [42 USCS §§11001 *et seq.*]; the Occupational Safety and Health Act [29 USCS §§655 and 657]; the California Underground Storage of Hazardous Substances Act [Health and Safety Code §§25280 *et seq.*]; the California Hazardous Substances Account Act [Health and Safety Code §§25100 *et seq.*]; the California Safe Drinking Water and Toxic Enforcement Act [Health and Safety Code §§24249.5 *et seq.*]; the Porter-Cologne Water Quality Act [Water Code §§13000 *et seq.*], together with any amendments of or regulations promulgated under the statutes cited above, and any other federal, state or local law, statute, ordinance or regulation now in effect or later enacted that pertains to the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

13. **Indemnification.** Each party (hereafter the "Indemnifying Party") agrees and covenants to indemnify, defend (with counsel acceptable to the other party, which consent shall not be unreasonably withheld), and hold the other party, and its officers, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside or staff counsel), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property damage, or violation of any law or regulation resulting from any alleged or actual acts or omissions related to the performance of this Agreement or the occupancy or use of the Property (including, but not limited to, the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Property), by the Indemnifying Party, its officers, employees, agents or any other person or entity employed by or acting on their behalf.

It is the intention of the Parties that the provisions of this indemnity be interpreted to impose on each party responsibility to the other for the acts and omissions of their governing boards, officers, directors, officials, employees, volunteers, agents or contractors. It is also the intention of the parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any claims attributable to the fault of that party, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.

The right to defense and indemnity under this Section shall initiate upon occurrence of the event giving rise to a claim and tendered in writing to the Indemnifying Party. The Indemnifying Party shall defend the Indemnified Party with counsel reasonably acceptable to the Indemnified Party. Notwithstanding the foregoing, the Indemnified Party shall be entitled, on its own behalf, and at its own initial expense, to assume control of its defense with counsel reasonably selected by it.

The parties further agree and understand as follows: a party does not, and shall not be deemed to, waive any rights against the other party which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any self-insurance or insurance coverage available; the scope of the aforesaid indemnity and hold harmless agreement is to be construed broadly and liberally to provide the maximum coverage in accordance with their terms and to the extent permitted by law ; no specific term or word contained in this Section 13 shall be construed as a limitation on the scope of the indemnification and defense rights and obligations of the parties unless specifically so provided. Nothing in this indemnity shall be construed to create any duty to, any standard of care with reference

to, or any liability or obligation, contractual or otherwise, to any third party. The provisions of this Section 13 shall survive the recording of any deeds hereunder.

14. Compliance with all Laws. City shall comply with all applicable federal, state, and local laws, regulations and enactments; local ordinances, rules and regulations; and the requirements of any other duly authorized governmental agency. In addition, City shall comply with the SWPPP and 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 Regional San, City shall reimburse and indemnify Regional San for any such fine, penalty, cost or charge, including without limitation attorney's fees, court costs and expenses. City further agrees in the event of any such action, upon notice thereof being provided by Regional San, to defend such action free of cost, charge or expense to Regional San.

City shall file any and all reports as required by federal, state, and local law, including but not limited to the Statement of Diversion and Use with the Division of Water Rights, California State Water Resources Control Board. City shall assume responsibility for and payment of any fines or penalties levied on either Regional San or City arising from inaccurate reporting or non-compliance. In addition, City shall assume responsibility for and payment of any future fees imposed by federal, state, or local government agencies related to regulatory requirements, including but not limited to diversion of water.

15. Notices. Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following address:

To City

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

To Grantor

Sacramento Regional County Sanitation District
10060 Goethe Rd.
Sacramento, CA 95827
Attn: Prabhakar Somavarapu, District Engineer

16. Binding on Successors. This Agreement shall be binding on and shall inure to the benefit of the City and Grantor, and their respective successors, assigns, and their past, present and future officers, employees and agents; provided that this Agreement may only be assigned with the written consent of both parties, and any attempt to assign this Agreement without such consent shall be void.

17. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

18. Entire Agreement. The parties have herein set forth the whole of their Agreement. All prior oral discussions, representations, and/or agreements, if any, are specifically superseded by this Agreement,

which is intended by the parties to contain all of the terms and conditions agreed to by them with regard to acquisition of the Easements by City.

19. Authority. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Grantor:
**SACRAMENTO REGIONAL COUNTY
SANITATION DISTRICT**

Grantee:
CITY OF SACRAMENTO

Date: _____

Date: _____

By: _____

Prabhakar Somavarapu, District Engineer

By: _____

Under delegated authority by:

Print Name: _____

Agenda Date: _____

Title: _____

Item Number: _____

For John F. Shirey, City Manager

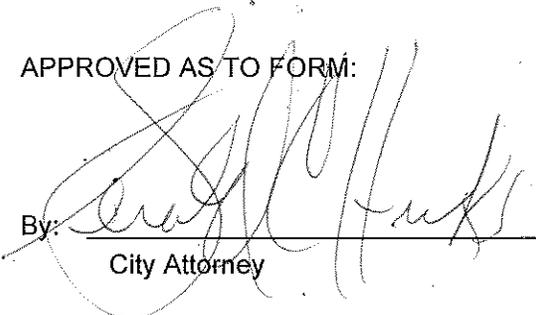
Resolution No.: _____

REVIEWED AND APPROVED
BY REGIONAL SAN COUNSEL:

APPROVED AS TO FORM:

By: _____

Stephanie G. Percival
Deputy County Counsel
Counsel for Regional San

By:  _____

City Attorney

ATTEST:

By: _____

City Clerk

Exhibit "A"

GRANT DEED

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 95814

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

ACQ-04-07-04 13-5015393 119-0090-014, 119-0080-029, 119-0080-037, 119-0080-042
RES File Escrow APN's (portions of)

_____ Agreement #

GRANT DEED

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700 (herein Grantor or SRCSD)

hereby grant(s) to

CITY OF SACRAMENTO, a municipal corporation,

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

SEE ATTACHED LEGAL DESCRIPTIONS MARKED AS EXHIBIT 'A'
AND DIAGRAMED IN THE CORRESPONDING PLAT MAPS ATTACHED AS EXHIBIT 'B'

EXPRESS RESERVATION OF RIGHTS BY GRANTOR

An easement for sewer purposes inclusive of ingress and egress, digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining thereon a sanitary sewer or sewers of such dimensions as SRCSD, it's assignees or successors in interest, shall deem necessary for sewer purposes; together with all necessary appurtenances appertaining thereto: a perpetual right-of-way upon, under and across, all that real property described as follows:

SEE ATTACHED LEGAL DESCRIPTIONS MARKED AS EXHIBIT 'C' AND 'E'
AND DIAGRAMED IN THE CORRESPONDING PLAT MAPS ATTACHED AS EXHIBIT 'D' AND 'F'

Sacramento Regional County Sanitation District,

By: _____
Prabhakar Somavarapu, District Engineer

Dated: _____

Signed under authority delegated to the District Engineer by:

Resolution No: _____

Dated: _____

EXHIBIT "A"

PARCELS 004-01 AND 004-02

All that property situate in the County of Sacramento, State of California, being a portion of the property as described in the Final Order and Decree of Condemnation to the Sacramento Regional County Sanitation District (SRCSD), recorded January 28, 1976 in Book 760128 at Page 50, Official Records of Sacramento County; in the Grant Deed to the SRCSD recorded February 20, 1975 in Book 750220 at Page 230, Official Records of Sacramento County; and the Grant Deed to SRCSD recorded December 31, 1974 in Book 741231 at Page 1589, Official Records of Sacramento County, more particularly described as Parcels 004-02 and 004-01 below:

PARCEL 004-02

Commencing at a 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; from which point a found 2" Brass Disc stamped "Sacramento County" marking the intersection of the New Centerline of Franklin Boulevard and the Centerline of North Laguna Drive bears along said New Centerline South 03°44'36" East, 215.16 feet; thence along said centerline of Cosumnes River Boulevard, South 86°22'49" West, 21.41 feet to the West line of Erhardt Acres, as shown on said plat; thence leaving last said centerline and along said West line South 03°35'29" East, 20.53 feet; thence leaving last said West line, South 86°25'28" West, 56.98 feet to the westerly line of Franklin Boulevard, the westerly line of the parcel of land described in Exhibit C, in the deed from Sacramento Regional County Sanitation District, recorded on July 22, 1987 in Book 870722 of Official Records of Sacramento County, at

Page 1600, and the **Point of Beginning**; thence along said westerly line the following three (3) courses

- 1) South 03°44'36" East, 49.69 feet;
- 2) South 48°44'36" East, 35.35 feet; and
- 3) South 03°44'36" East, 15.06 feet;

thence leaving said westerly line, South 86°25'28" West, 438.10 feet; thence North 03°34'32" West, 12.67 feet; thence South 86°25'28" West, 466.10 feet; thence South 72°23'18" West, 41.23 feet; thence South 86°25'28" West, 544.58 feet to the beginning of a tangent curve concave to the south, having a radius of 3393.00 feet and a chord bearing South 80°14'00" West, 731.84 feet; thence westerly through a central angle of 12°22'56", 733.26 feet along said curve; thence South 74°02'32" West, 235.37 feet; thence South 15°57'28" East, 63.00 feet; thence South 73°31'55" West, 1,122.68 feet to the beginning of a non-tangent curve concave to the north, having a radius of 1,160.00 feet and a chord bearing South 78°41'46" West, 188.23 feet; thence westerly through a central angle of 09°18'27", 188.44 feet along said curve; thence North 06°37'59" West, 15.05 feet to a point which bears from said 2" Brass Disc, along said centerline of Cosumnes River Boulevard, South 86°22'49" West, 21.41 feet to said West line of Erhardt Acres and South 77°56'02" West, 3,787.65 feet; thence continuing along Parcel 004-02, North 06°37'59" West, 144.95 feet to a point herein after referred to as Point "A", which bears from said 2" Brass Disc the following six (6) courses:

- 1) Along said centerline of Cosumnes River Boulevard, South 86°22'49" West, 21.41 feet to said West line of Erhardt Acres,
- 2) along said West line South 03°35'29" East, 20.53 feet,
- 3) leaving said West line, South 86°25'28" West, 1,520.49 feet to the beginning of a curve concave to the south, having a radius of 3,480.00 feet and a chord bearing South 80°14'00" West, 750.60 feet,
- 4) westerly through a central angle of 12°22'56", 752.06 feet along said curve,
- 5) South 74°02'32" West, 1,358.01 feet to the beginning of a curve concave to the north, having a radius of 1,000.00 feet and a chord bearing South 78°41'41" West 162.22 feet, and
- 6) westerly through a central angle of 09°18'17", 162.40 feet along said curve;

thence continuing along parcel 004-02, North 06°37'59" West, 170.00 feet to the beginning of a non-tangent curve concave to the south, having a radius of 830.00 feet and a chord bearing North 78°41'33" East, 134.58 feet; thence easterly through a central angle of 09°18'02", 134.73 feet along said curve; thence North 75°03'47" East, 1,122.81 feet; thence North 74°02'32" East, 235.37 feet to the beginning of a tangent curve concave to the south, having a radius of 3,630.00 feet and a chord bearing North 76°04'51" East, 258.24 feet; thence easterly through a central angle of 04°04'37", 258.30 feet along said curve; thence South 11°52'51" East, 45.00 feet to the beginning of a non-tangent curve concave to the south, having a radius of 3,585.00 feet and a chord bearing North 82°16'19" East, 519.21 feet; thence easterly through a central angle of 08°18'19", 519.66 feet along said curve; thence North 86°25'28" East, 91.16 feet; thence North 03°34'32" West, 20.00 feet; thence North 86°25'28" East, 113.43 feet; thence South 03°34'32" East, 10.00 feet; thence North 86°25'28" East, 182.98 feet; thence South 79°32'21" East, 41.23 feet; thence North 86°25'28" East, 726.37 feet; thence South 79°32'21" East, 41.23 feet; thence North 86°25'28" East, 260.93 feet; thence North 36°10'11" East, 52.01 feet to the westerly line of Franklin Boulevard, as described in the deed from Sacramento Regional County Sanitation District, recorded on July 22, 1987 in Book 870722, at Page 1611 and said deed, recorded on July 22, 1987 in Book 870722, at Page 1600, both of Official Records of Sacramento County; thence along said line the following three (3) courses

- 1) South 03°44'36" East, 29.61 feet;
- 2) South 41°15'24" West, 35.35 feet; and
- 3) South 03°44'36" East, 80.31 feet to the **Point of Beginning**.

Excepting Therefrom, all that portion of land described in the Grant Deed from SRCSD to Sacramento Regional Transit District, recorded on April 24, 2012 in Book 20120424, at Page 0636, Official Records of Sacramento County.

Containing 305,992 square feet or 7.02 acres, more or less.

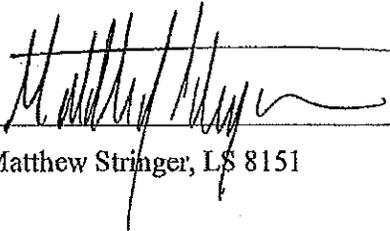
PARCEL 004-01

Commencing at the hereinabove described Point "A" and the beginning of a curve concave to the north having a radius of 1,000.00 feet and a chord bearing North 70°56'42" West, 867.57 feet; thence westerly through a central angle of 51°24'57", 897.38 feet along said curve to the **Point of Beginning**; thence North 44°45'47" East, 160.00 feet; thence North 47°18'00" West, 938.60 feet; thence South 40°18'08" West, 41.16 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 1,590.00 feet and a chord bearing North 60°19'33" West, 586.48 feet; thence northwesterly through a central angle of 21°15'21", 589.86 feet along said curve to the northerly line of said property; thence along said northerly line South 89°40'35" West, 1,624.95 feet to the northwest corner of said property; thence along the westerly line of said property, South 00°19'25" East, 106.00 feet to a line parallel with and lying 106.00 feet southerly of last said northerly line; thence leaving last said westerly line and along said parallel line, North 89°40'35" East, 218.84 feet; thence North 57°19'54" East, 67.29 feet to a line parallel with and lying 70.00 feet southerly of last said northerly line; thence along said parallel line, North 89°40'35" East, 821.90 feet to the beginning of a curve concave to the south, having a radius of 1,430.00 feet and a chord bearing South 86°21'29" East, 197.79 feet; thence easterly through a central angle of 07°55'52", 197.95 feet along said curve; thence South 68°33'18" East, 44.57 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 1,420.00 feet and a chord bearing South 77°07'16" East, 174.60 feet; thence southeasterly through a central angle of 07°02'57", 174.70 feet along said curve; thence South 39°05'53" East, 48.69 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 1,393.00 feet and a chord bearing South 70°23'01" East, 75.95 feet; thence southeasterly through a central angle of 03°07'28", 75.96 feet along said curve; thence North 74°26'47" East, 60.49 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 1,430.00 feet and a chord bearing South 58°17'18" East, 427.19 feet; thence southeasterly through a central angle of 17°10'51", 428.80 feet along said curve; thence South 40°18'08" West, 57.02 feet; thence South 43°45'02" East, 918.22 feet; thence North 44°45'47" East, 155.00 feet to the **Point of Beginning**.

Containing 497,537 square feet or 11.42 acres, more or less.

Bearings and distances used in the above descriptions are based upon the California Coordinate System of 1983, epoch 1997.30, Zone (2). Distances are in US Survey feet, multiply the distances shown above by 1.00002 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 Surveyors Act.

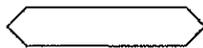

Matthew Stringer, LS 8151



August 19, 2013
Date

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

LEGEND

-  BY SEPARATE DOCUMENT
-  THIS DESCRIPTION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- CB CHORD BEARING
- CH CHORD
- (T) TOTAL DISTANCE

COURSE TABLE

6	S03°44'36"E	15.06'
7	N03°34'32"W	12.67'
8	S72°23'18"W	41.23'
9	N03°34'32"W	20.00'
10	S03°34'32"E	10.00'
11	S79°32'21"E	41.23'
12	N36°10'11"E	52.01'
13	S03°44'36"E	29.61'
14	S41°15'24"W	35.35'
15	S03°44'36"E	80.31'
16	S00°19'25"E	106.00'
17	N57°19'54"E	67.29'
18	S68°33'18"E	44.57'
19	S39°05'53"E	48.69'
20	N74°26'47"E	60.49'
21	S03°44'36"E	215.16'



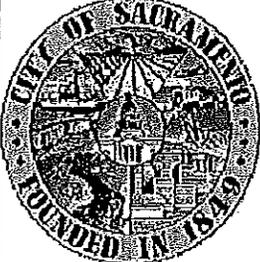
Matthew J. Stringer
August 19, 2013

COURSE TABLE

1	S86°22'49"W	21.41'
2	S03°35'29"E	20.53'
3	S86°25'28"W	56.98'
4	S03°44'36"E	49.69'
5	S48°44'36"E	35.35'

Bearings and distances shown are based on the California Coordinate System of 1983, Epoch 1997.30 Zone 2. Distances are in US survey feet unless otherwise noted. Multiply distances shown by 1.00002 to obtain ground level distances, stationing included.

SHEET 1 OF 11

 <p>Mark Thomas & Company Inc.</p>	<p>EXHIBIT B PARCEL 004-01 & 02 APNs 119-0080-029, -037, -042, 119-090-014 PLAT TO ACCOMPANY LEGAL DESCRIPTION IN THE CITY OF SACRAMENTO SACRAMENTO COUNTY, CALIFORNIA</p>	
<p>Scale: None Date 19-Aug 2013 Drawn By RPM Checked By MJS</p>		

CURVE TABLE

(ALL SHEETS)

(9)

R=1000.00'
L=162.40'
 $\Delta = 09^\circ 18' 17''$
CB=S78°41'41"W
CH=162.22'

(1)

R=3393.00'
L=733.26'
 $\Delta = 12^\circ 22' 56''$
CB=S80°14'00"W
CH=731.84'

(5)

R=1590.00'
L=589.86'
 $\Delta = 21^\circ 15' 21''$
CB=N60°19'33"W
CH=586.48'

(10)

R=1420.00'
L=174.70'
 $\Delta = 07^\circ 02' 57''$
CB=S77°07'16"E
CH=174.60'

(2)

R=1160.00'
L=188.44'
 $\Delta = 09^\circ 18' 27''$
CB=S78°41'46"W
CH=188.23'

(6)

R=1430.00'
L=197.95'
 $\Delta = 07^\circ 55' 52''$
CB=S86°21'29"E
CH=197.79'

(11)

R=1393.00'
L=75.96'
 $\Delta = 03^\circ 07' 28''$
CB=S70°23'01"E
CH=75.95'

(3)

R=830.00'
L=134.73'
 $\Delta = 09^\circ 18' 02''$
CB=N78°41'33"E
CH=134.58'

(7)

R=1000.00'
L=897.38'
 $\Delta = 51^\circ 24' 57''$
CB=N70°56'42"W
CH=867.57'

(12)

R=1430.00'
L=428.80'
 $\Delta = 17^\circ 10' 51''$
CB=S58°17'18"E
CH=427.19'

(4)

R=3585.00'
L=519.66'
 $\Delta = 08^\circ 18' 19''$
CB=N82°16'19"E
CH=519.21'

(8)

R=3480.00'
L=752.06'
 $\Delta = 12^\circ 22' 56''$
CB=S80°14'00"W
CH=750.60'

(13)

R=3630.00'
L=258.30'
 $\Delta = 04^\circ 04' 37''$
CB=N76°04'51"E
CH=258.24'

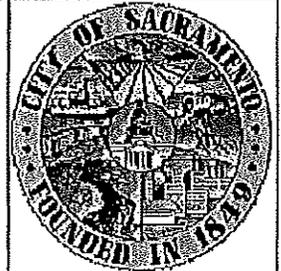
SHEET 2 OF 11

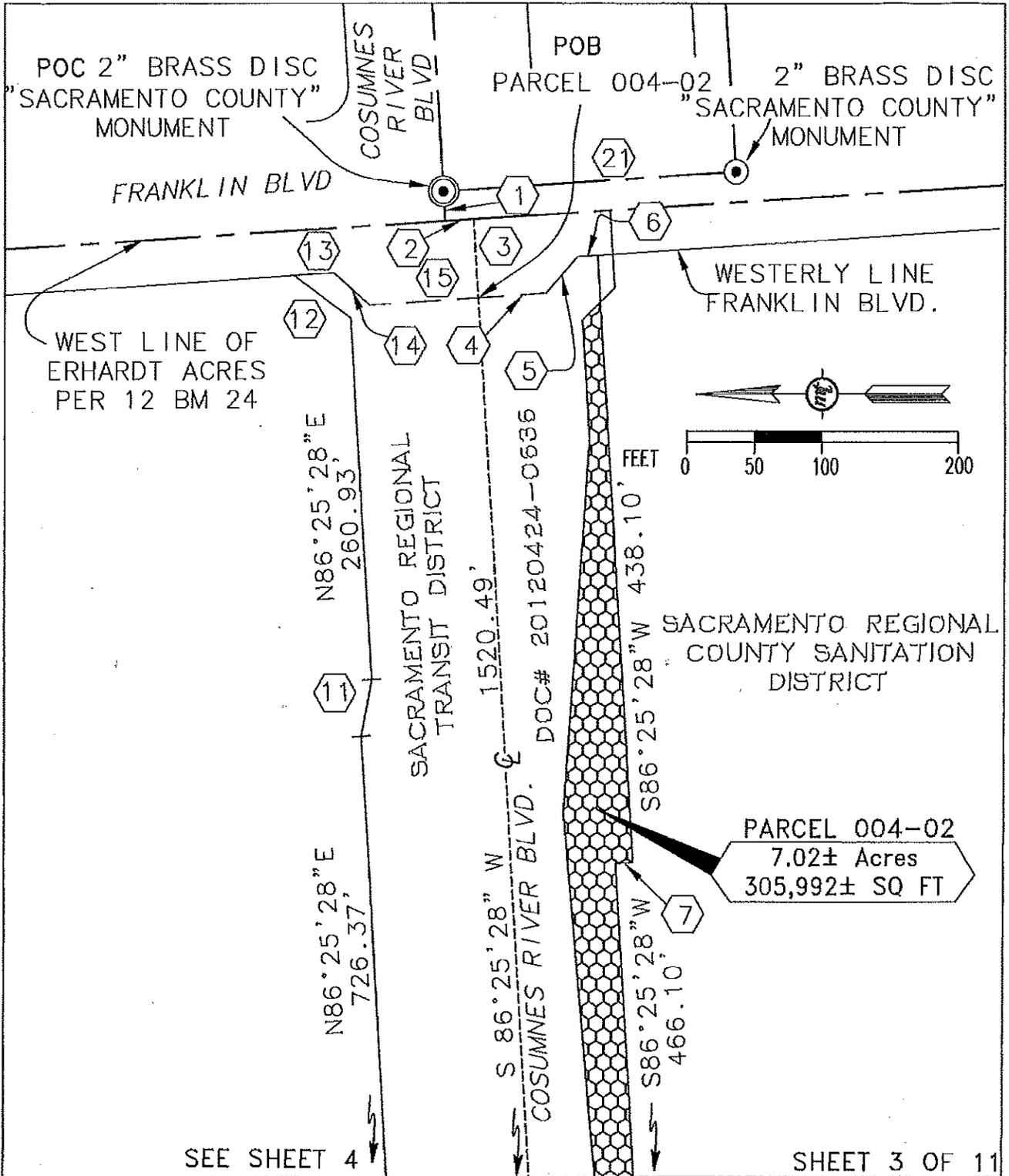


Mark
Thomas &
Company
Inc.

Scale: None
Date 19-Aug 2013
Drawn By RPM
Checked By MJS

EXHIBIT B
PARCEL 004-01 & 02
APNs 119-0080-029, -037, -042,
119-090-014
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA

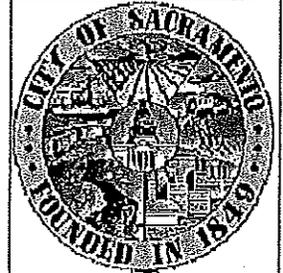


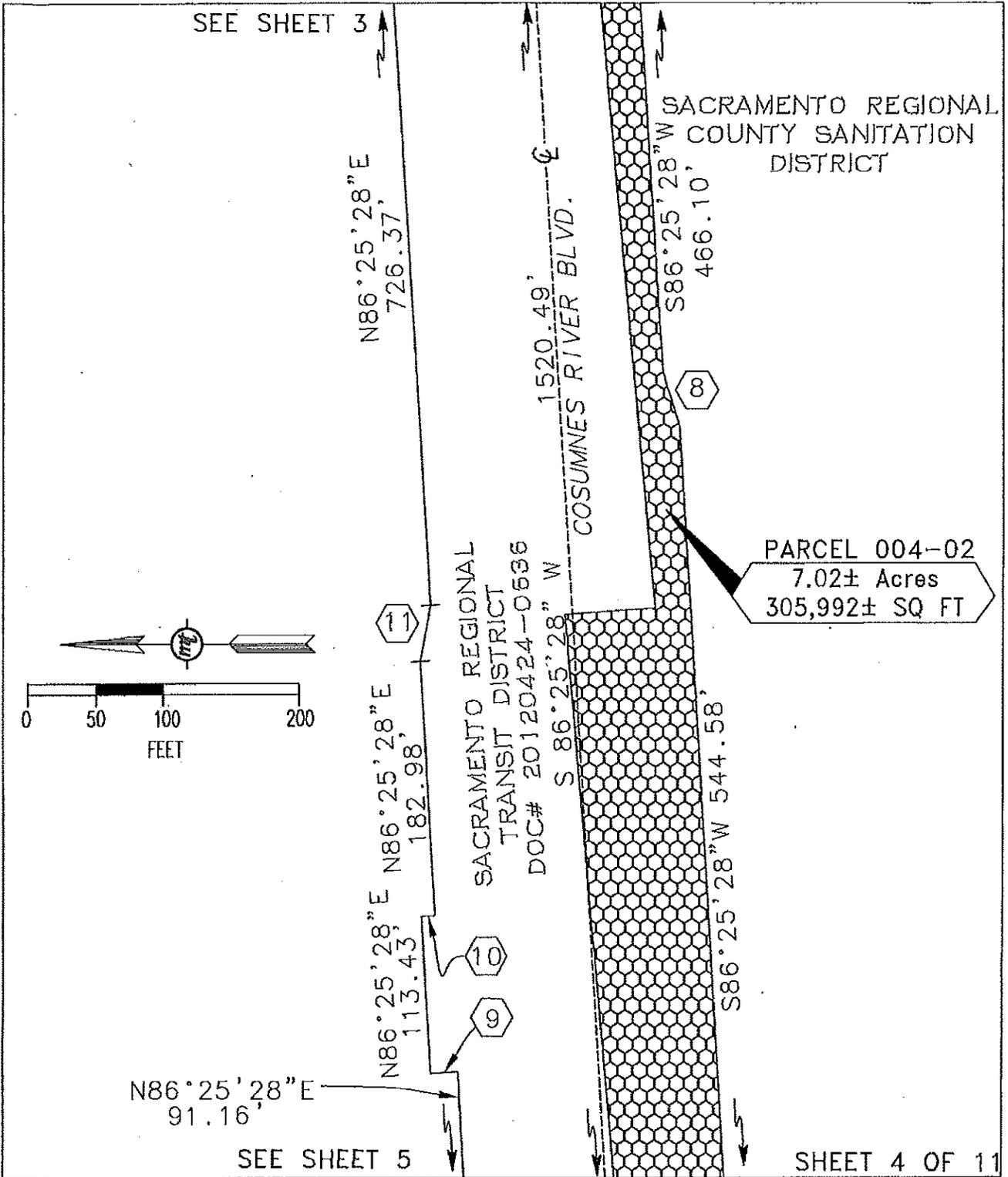


Mark
Thomas &
Company
Inc.

Scale 1"=100'
Date 19-Aug 2013
Drawn By RPM
Checked By MJS

EXHIBIT B
PARCEL 004-01 & 02
APNs 119-0080-029, -037, -042,
119-090-014
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SACRAMENTO COUNTY, CALIFORNIA

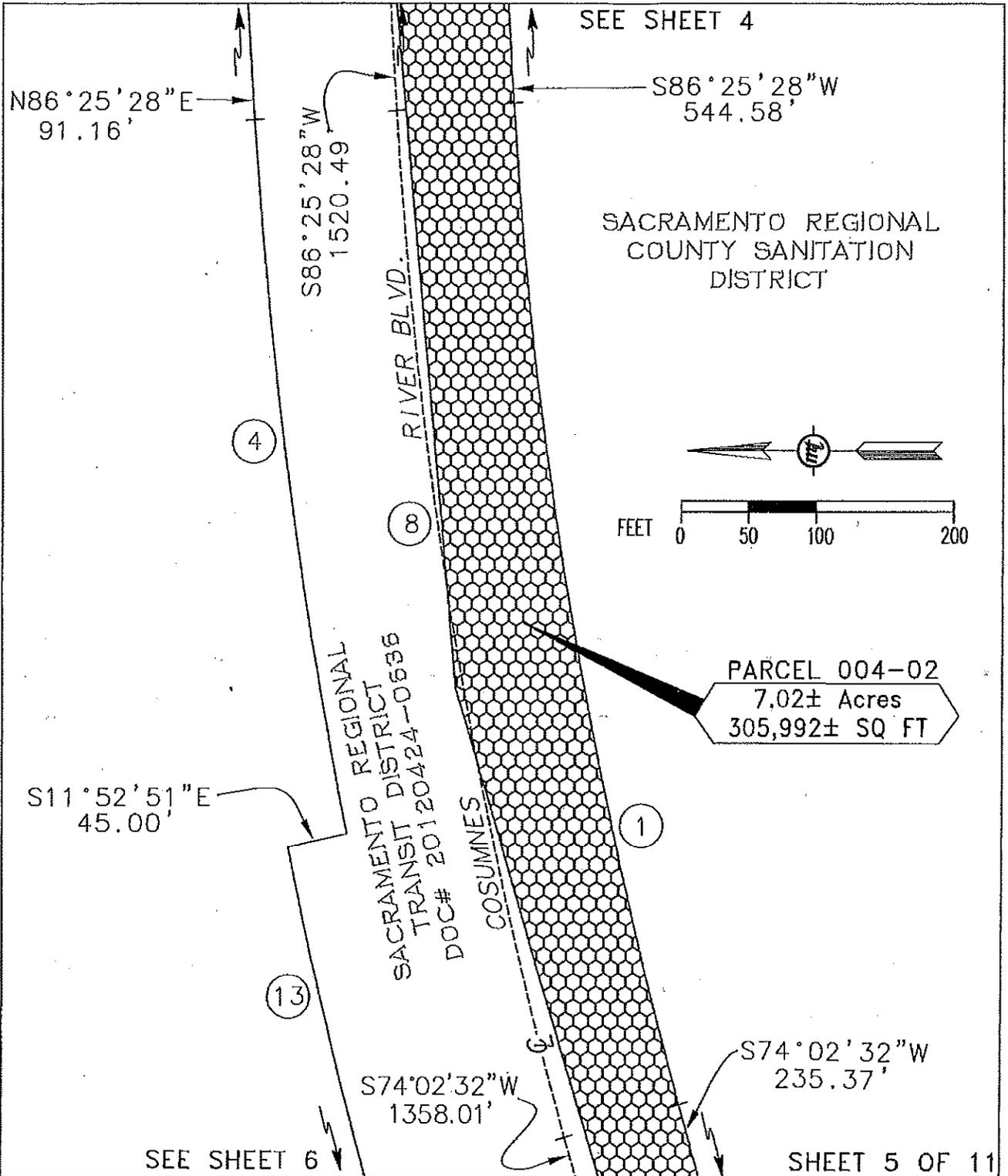




 Mark Thomas & Company Inc.
Scale 1"=100'
Date 19-Aug 2013
Drawn By RPM
Checked By MJS

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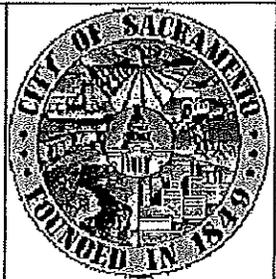


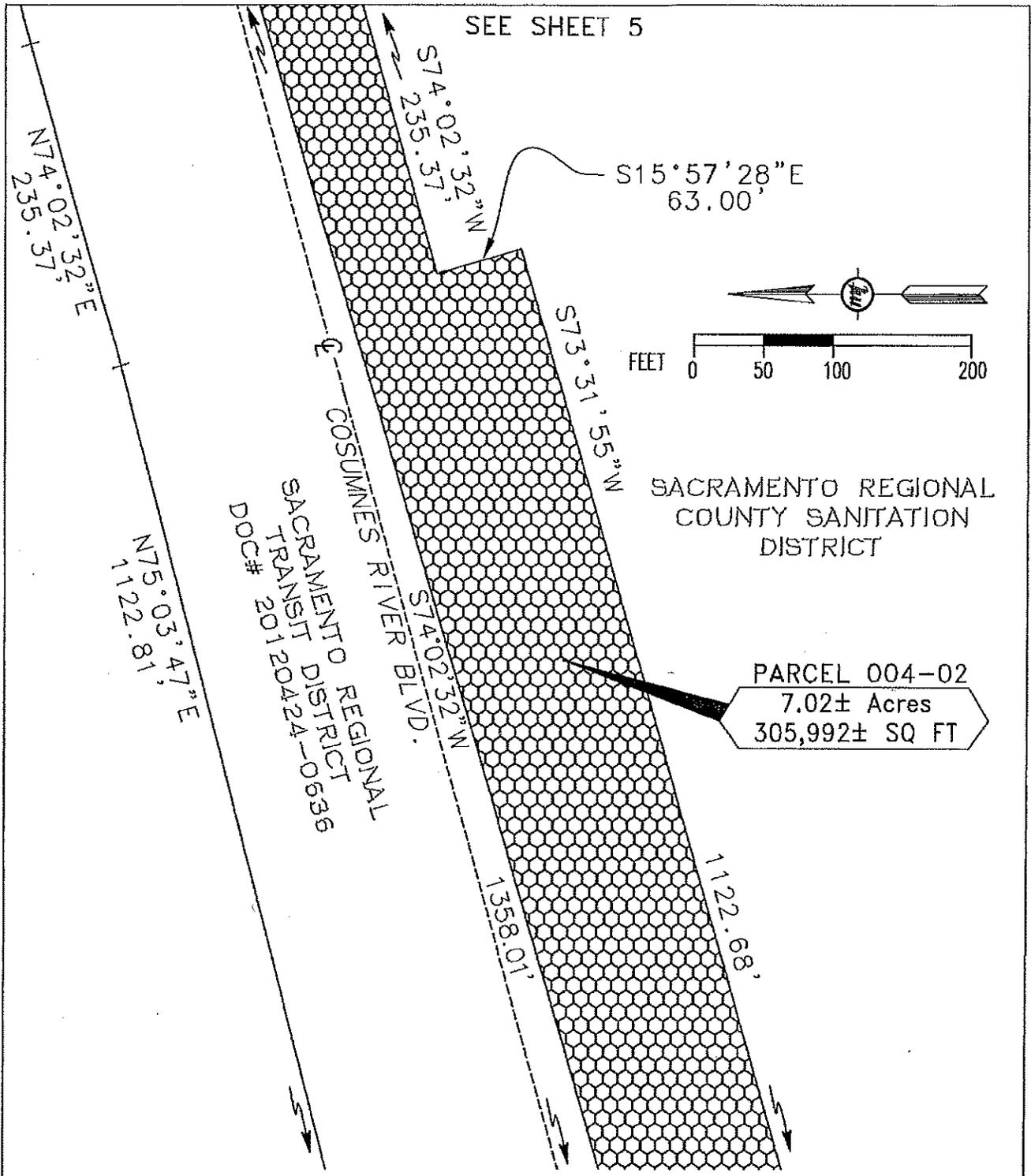


 Mark
Thomas &
Company
Inc.

Scale 1"=100'
Date 19-Aug 2013
Drawn By RPM
Checked By MJS

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PLAT TO ACCOMPANY LEGAL DESCRIPTION
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SACRAMENTO COUNTY, CALIFORNIA





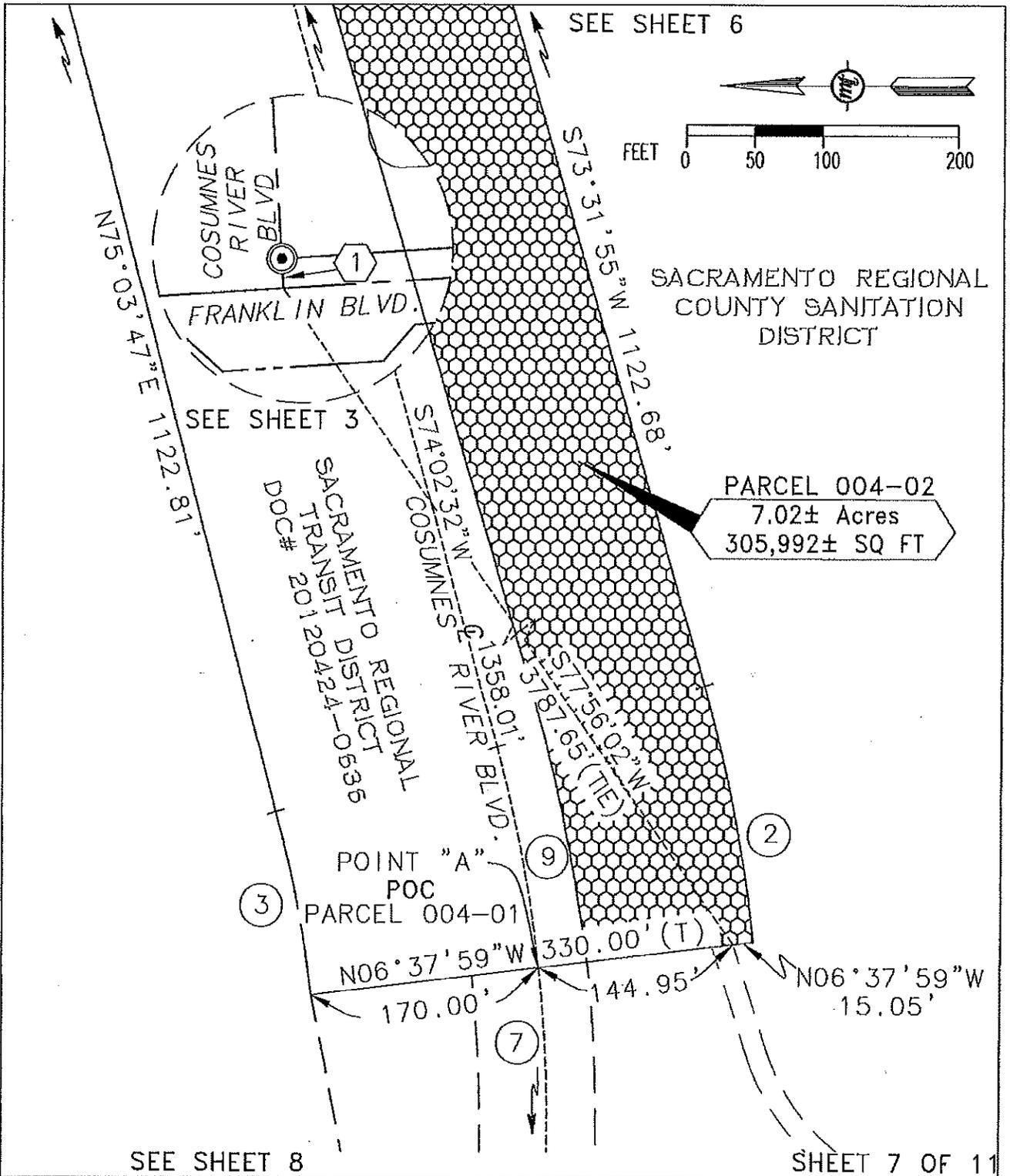
SEE SHEET 7

SHEET 6 OF 11

 Thomas & Company Inc.
 Scale 1"=100'
 Date 19-Aug 2013
 Drawn By RPM
 Checked By MJS

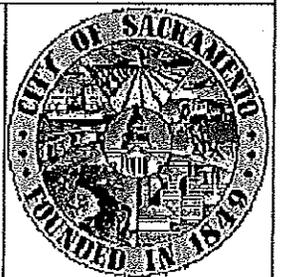
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 APNs 119-0080-029, -037, -042,
 119-090-014
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA





 Thomas & Company Inc.
 Scale 1"=100'
 Date 19-Aug 2013
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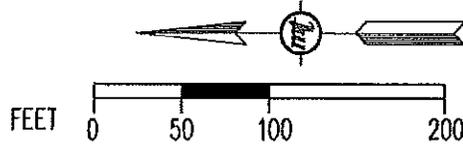
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 APNs 119-0080-029, -037, -042,
 119-090-014
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 IN THE CITY OF SACRAMENTO
 SACRAMENTO COUNTY, CALIFORNIA



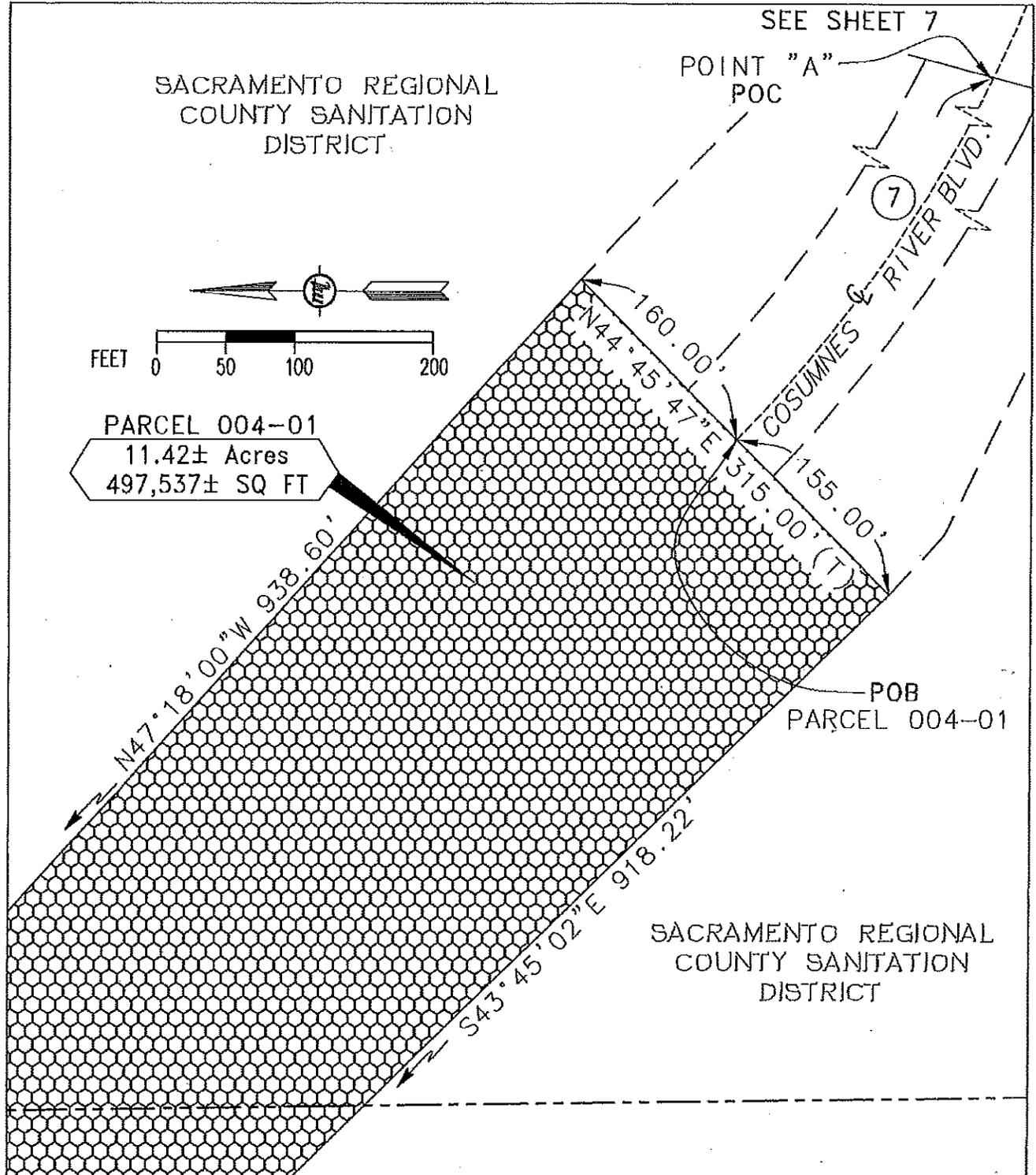
SACRAMENTO REGIONAL
COUNTY SANITATION
DISTRICT

SEE SHEET 7

POINT "A"
POC



PARCEL 004-01
11.42± Acres
497,537± SQ FT



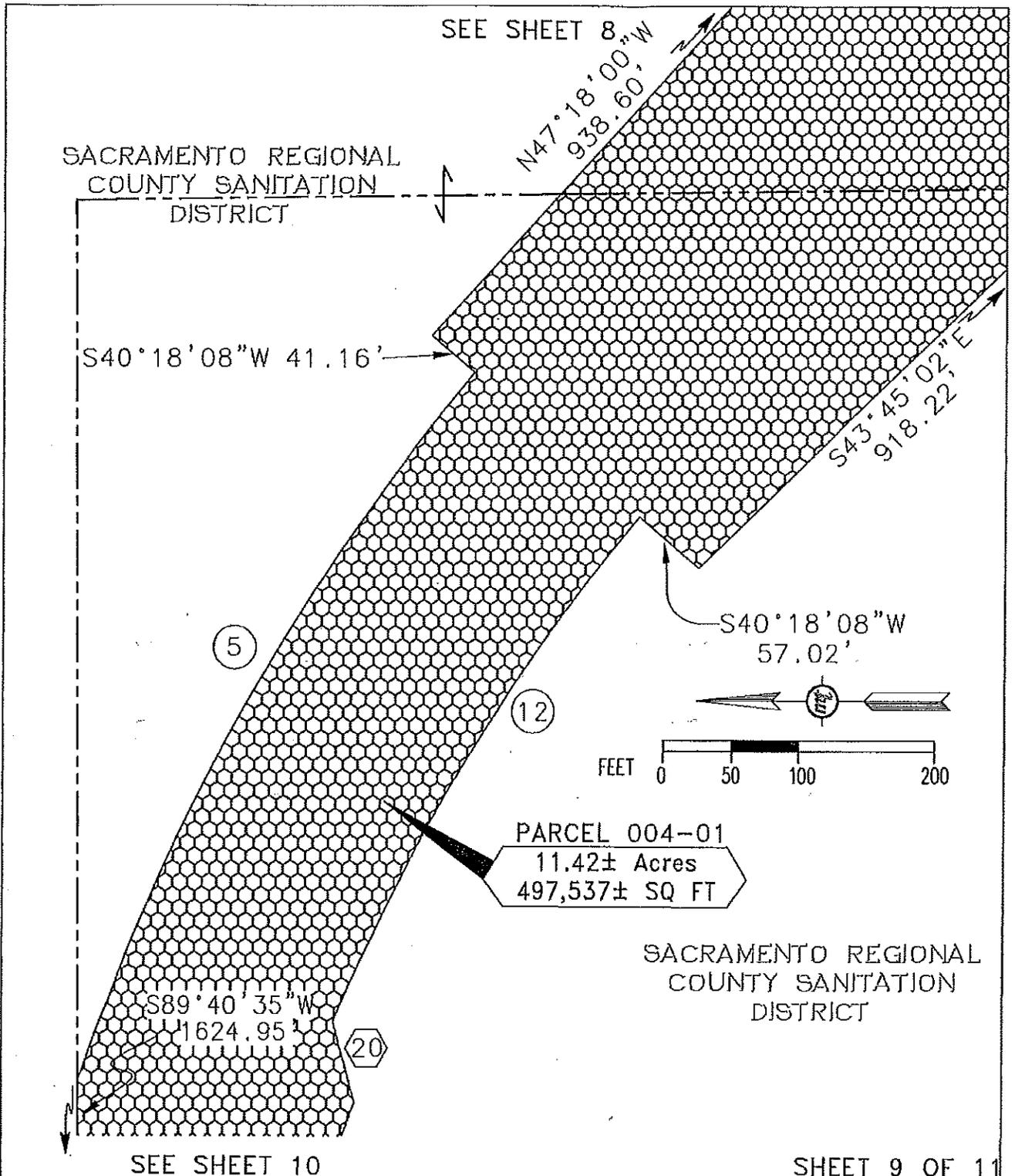
SACRAMENTO REGIONAL
COUNTY SANITATION
DISTRICT

SHEET 8 OF 11

Thomas & Company Inc.
 Scale 1"=100'
 Date 19-Aug 2013
 Drawn By RPM
 Checked By MJS

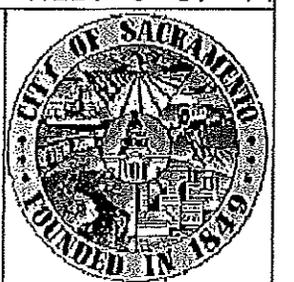
EXHIBIT B
 PARCEL 004-01 & 02
 APNs 119-0080-029, -037, -042,
 119-090-014
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 IN THE CITY OF SACRAMENTO
 SACRAMENTO COUNTY, CALIFORNIA



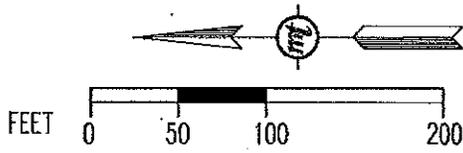


 Thomas & Company Inc.
Scale 1"=100'
Date 19-Aug 2013
Drawn By RPM
Checked By MJS

EXHIBIT B
PARCEL 004-01 & 02
APNS 119-0080-029, -037, -042,
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SACRAMENTO COUNTY, CALIFORNIA

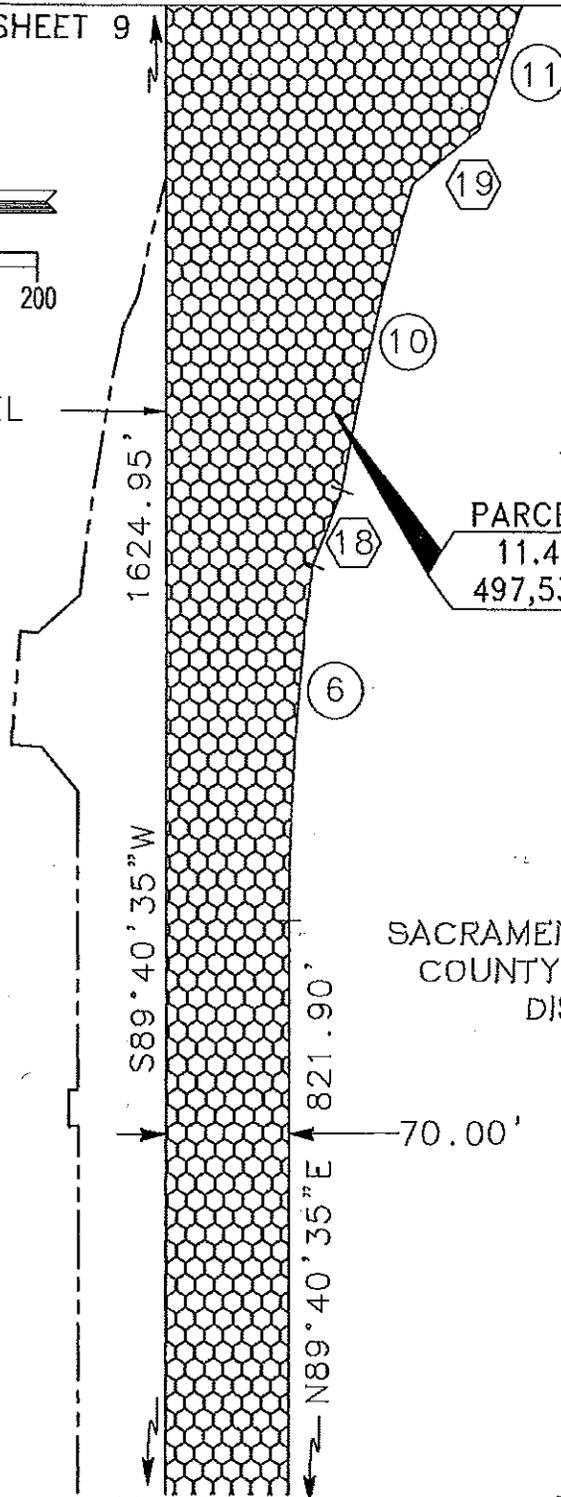


SEE SHEET 9



SOUTH LINE OF PARCEL
No. 1
900119 O.R. 1409

BOSWELL ALLIANCE
CONSTRUCTION
COMPANY
900119 OR 1409
PARCEL No. 1



PARCEL 004-01
11.42± Acres
497,537± SQ FT

SACRAMENTO REGIONAL
COUNTY SANITATION
DISTRICT

SEE SHEET 11

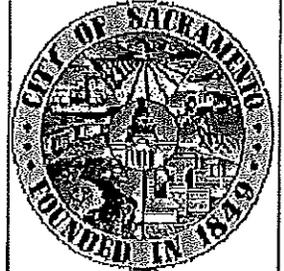
SHEET 10 OF 11



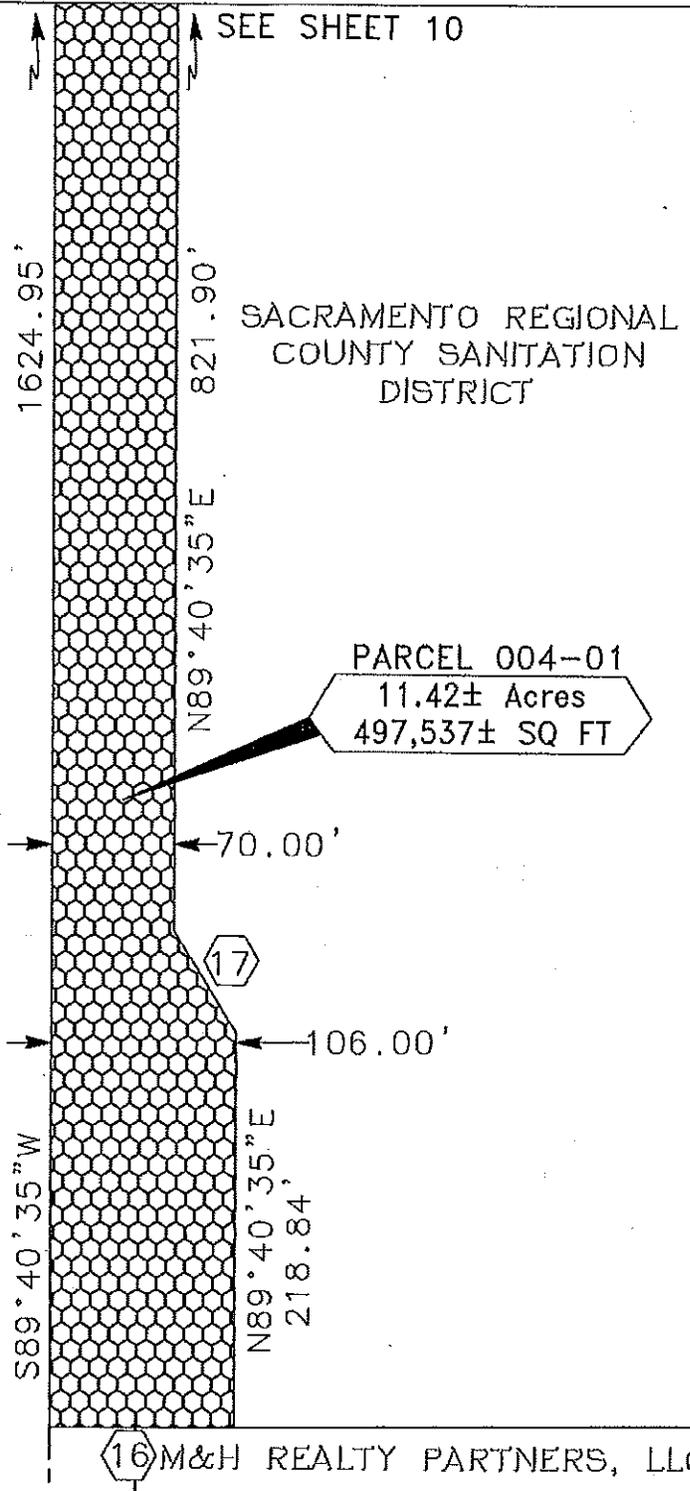
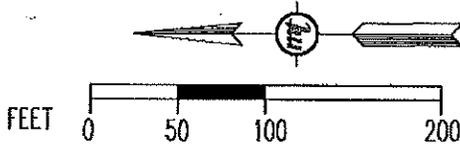
Thomas &
Company
Inc.

Scale 1"=100'
Date 19-Aug 2013
Drawn By RPM
Checked By MJS

EXHIBIT B
PARCEL 004-01 & 02
APNs 119-0080-029, -037, -042,
119-090-014
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA



BOSWELL ALLIANCE
 CONSTRUCTION
 COMPANY
 900119 OR 1409
 PARCEL No.1



SACRAMENTO REGIONAL
 COUNTY SANITATION
 DISTRICT

PARCEL 004-01
 11.42± Acres
 497,537± SQ FT

16 M&H REALTY PARTNERS, LLC
 SHEET 11 OF 11

 Thomas &
 Company
 Inc.
 Scale 1"=100'
 Date 19-Aug 2013
 Drawn By RPM
 Checked By MJS

EXHIBIT B
 PARCEL 004-01 & 02
 APNs 119-0080-029, -037, -042,
 119-090-014
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 IN THE CITY OF SACRAMENTO
 SACRAMENTO COUNTY, CALIFORNIA

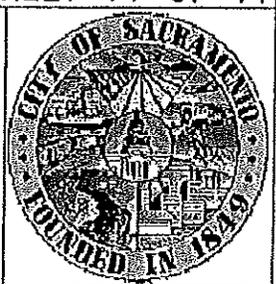


EXHIBIT "C"

PARCELS 004-13

All that property situate in the County of Sacramento, State of California, being a portion of the property as described in the Final Order and Decree of Condemnation to the Sacramento Regional County Sanitation District (SRCSD), recorded January 28, 1976 in Book 760128 at Page 50, Official Records of Sacramento County; in the Grant Deed to the SRCSD recorded February 20, 1975 in Book 750220 at Page 230, Official Records of Sacramento County; and the Grant Deed to SRCSD recorded December 31, 1974 in Book 741231 at Page 1589, Official Records of Sacramento County, more particularly described below:

Commencing at a 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; from which point a found 2" Brass Disc stamped "Sacramento County" marking the intersection of the New Centerline of Franklin Boulevard and the Centerline of North Laguna Drive bears along said New Centerline South $03^{\circ}44'36''$ East, 215.16 feet; thence along said centerline of Cosumnes River Boulevard, South $86^{\circ}22'49''$ West, 21.41 feet to the West line of Erhardt Acres, as shown on said Plat; thence leaving last said centerline and along said West line South $03^{\circ}35'29''$ East, 20.53 feet; thence leaving last said West line, South $86^{\circ}25'28''$ West, 56.98 feet to the westerly line of Franklin Boulevard, being the westerly line of the parcel of land described in Exhibit C in the deed from Sacramento Regional County Sanitation District, recorded on July 22, 1987 in Book 870722 of Official Records of Sacramento County, at Page 1600; thence along said westerly line the following three (3) courses

- 1) South $03^{\circ}44'36''$ East, 49.69 feet,
- 2) South $48^{\circ}44'36''$ East, 35.35 feet and
- 3) South $03^{\circ}44'36''$ East, 15.06 feet;

thence leaving said westerly line, South 86°25'28" West, 349.39 feet to the **Point of Beginning**; thence continuing, South 86°25'28" West, 88.71 feet; thence North 03°34'32" West, 12.67 feet; thence South 86°25'28" West, 93.59 feet to the prolongation to the westerly line of the Sewer Easement, designated and described as 'North 40°28'46" East 207.34'' in the GRANT DEED to the SACRAMENTO REGIONAL TRANSIT DISTRICT, recorded April 24, 2012 in Book 20120424 at Page 0636, Official Records of Sacramento County; thence along said prolongation, North 40°28'46" East, 45.91 feet to the southerly line of last said Sewer Easement; thence along last said southerly line the following two (2) courses:

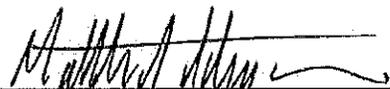
1. North 84°41'38" East, 101.64 feet and
2. South 86°04'41" East, 85.83 feet to the easterly line of last said Sewer Easement;

thence along the prolongation of last said easterly line, South 40°28'45" West, 52.22 feet to the **Point of Beginning**.

Containing 7,529 square feet or 0.17 acres, more or less.

Bearings and distances used in the above descriptions are based upon the California Coordinate System of 1983, epoch 1997.30, Zone (2). Distances are in US Survey feet, multiply the distances shown above by 1.00002 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 Surveyors Act.


Matthew Stringer, LS 8151



August 19, 2013
Date

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

LEGEND

◀ THIS DESCRIPTION ▶

POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 OR OFFICIAL RECORD

COURSE TABLE

1	S86°22'49"W	21.41'
2	S03°35'29"E	20.53'
3	S86°25'28"W	56.98'
4	S03°44'36"E	49.69'
5	S48°44'36"E	35.35'
6	S03°44'36"E	15.06'
7	N03°34'32"W	12.67'
8	S86°25'28"W	93.59'
9	N40°28'46"E	45.91'
10	N84°41'38"E	101.64'
11	S86°04'41"E	85.83'
12	S40°28'45"W	52.22'
13	S03°44'36"E	215.16'



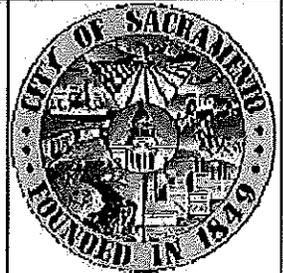
Matthew J. Stringer
 August 19, 2013

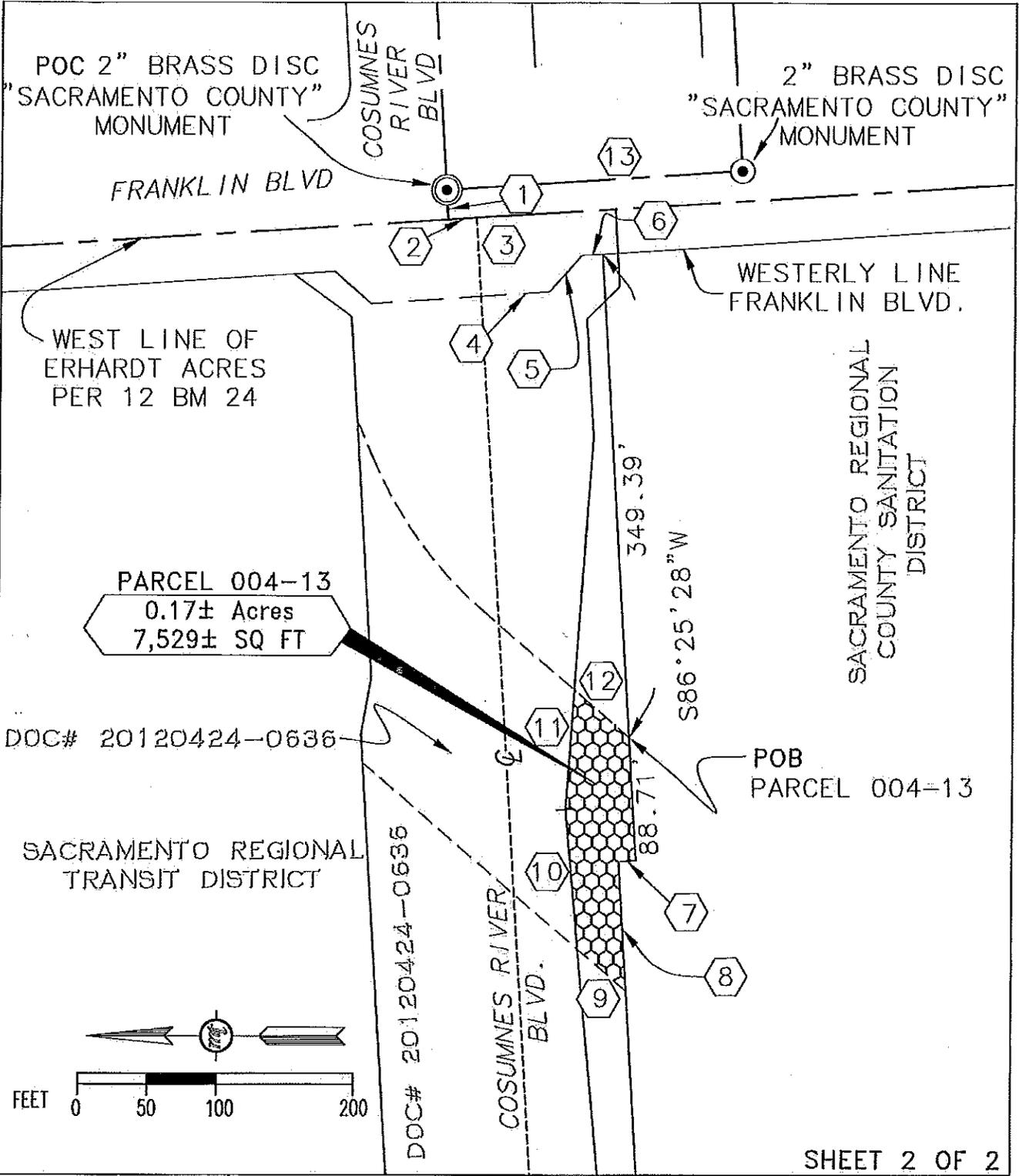
Bearings and distances shown are based on the California Coordinate System of 1983, Epoch 1997.30 Zone 2. Distances are in US survey feet unless otherwise noted. Multiply distances shown by 1.00002 to obtain ground level distances, stationing included.

SHEET 1 OF 2

 Mark Thomas & Company Inc.
 Scale: None
 Date 19-Aug 2013
 Drawn By RPM
 Checked By MJS

EXHIBIT D
PARCEL 004-13
APN 119-0080-042
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO,
SACRAMENTO COUNTY, CALIFORNIA






 Mark Thomas & Company Inc.
 Scale 1"=100'
 Date 19-Aug 2013
 Drawn By RPM
 Checked By MJS

EXHIBIT D
PARCEL 004-13
 APNs 119-0080-042
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 IN THE CITY OF SACRAMENTO
 SACRAMENTO COUNTY, CALIFORNIA



SHEET 2 OF 2

EXHIBIT "E"

PARCEL 004-14

All that property situate in the County of Sacramento, State of California, being a portion of the property as described in the Final Order and Decree of Condemnation to the Sacramento Regional County Sanitation District (SRCSD), recorded January 28, 1976 in Book 760128 at Page 50, Official Records of Sacramento County; in the Grant Deed to the SRCSD recorded February 20, 1975 in Book 750220 at Page 230, Official Records of Sacramento County; and the Grant Deed to SRCSD recorded December 31, 1974 in Book 741231 at Page 1589, Official Records of Sacramento County, more particularly described as follows:

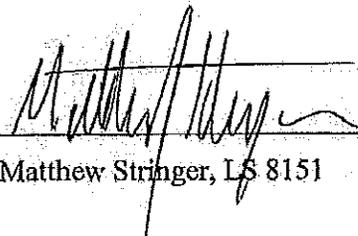
Commencing at the northwest corner of said property as described as PARCEL NO. 1 in said Grant Deed, recorded February 20, 1975; thence along the westerly line of said property, South 00°19'25" East, 21.13 feet to the **Point of Beginning**; thence continuing along said westerly line, South 00°19'25" East, 60.00 feet; thence leaving last said westerly line, North 89°36'56" East, 258.54 feet; thence North 57°19'54" East, 20.30 feet to a line parallel with and lying 70.00 feet southerly of the northerly line of said property; thence along said parallel line, North 89°40'35" East, 821.90 feet to the beginning of a curve concave to the south, having a radius of 1,430.00 feet and a chord bearing South 86°21'29" East, 197.79 feet; thence easterly through a central angle of 07°55'52", 197.95 feet along said curve; thence South 68°33'18" East, 44.57 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 1,420.00 feet and a chord bearing South 77°07'16" East, 174.60 feet; thence southeasterly through a central angle of 07°02'57", 174.70 feet along said curve; thence South 39°05'53" East, 1.44 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 1,418.49 feet and a chord bearing South 70°22'24" East, 151.11 feet; thence southeasterly through a central angle of 06°06'24", 151.18 feet along said curve; thence North 74°26'47" East, 17.94 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 1,430.00 feet and a chord bearing South 58°17'18" East, 427.19 feet; thence southeasterly through a central angle of 17°10'51", 428.80 feet along said

curve; thence South 40°18'08" West, 13.31 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 479.01 feet and a chord bearing South 32°32'56" East, 223.80 feet; thence southeasterly through a central angle of 27°01'07", 225.88 feet along said curve; thence South 43°45'02" East, 117.84 feet to the beginning of a curve concave to the southwest, having a radius of 539.00 feet and a chord bearing North 30°19'03" West, 416.59 feet; thence northwesterly through a central angle of 45°28'02", 427.73 feet along said curve to the beginning of a compound curve concave to the southwest, having a radius of 1478.49 feet and a chord bearing North 71°10'57" West, 972.55 feet; thence northwesterly through a central angle of 38°24'14", 990.99 feet along said curve; thence South 89°36'56" West, 1,093.34 feet to the **Point of Beginning**.

Containing 129,374 square feet or 2.97 acres, more or less.

Bearings and distances used in the above descriptions are based upon the California Coordinate System of 1983, epoch 1997.30, Zone (2). Distances are in US Survey feet, multiply the distances shown above by 1.00002 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 Surveyors Act.


Matthew Stringer, LS 8151



January 7, 2014
Date

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

LEGEND

POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 CB CHORD BEARING
 CH CHORD
 (T) TOTAL DISTANCE



January 7, 2014

Matthew J. Stringer

CURVE TABLE

<p>① R=1430.00' L=197.95' Δ=07°55'52" CB=S86°21'29"E CH=197.79'</p>	<p>② R=1420.00' L=174.70' Δ=07°02'57" CB=S77°07'16"E CH=174.60'</p>
<p>③ R=1418.49' L=151.18' Δ=06°06'24" CB=S70°22'24"E CH=151.11'</p>	<p>④ R=1430.00' L=428.80' Δ=17°10'51" CB=S58°17'18"E CH=427.19'</p>
<p>⑤ R=479.01' L=225.88' Δ=27°01'07" CB=S32°32'56"E CH=223.80'</p>	<p>⑥ R=539.00' L=427.73' Δ=45°28'02" CB=N30°19'03"W CH=416.59'</p>

COURSE TABLE

①	S00°19'25"E	21.13'
②	S00°19'25"E	60.00'
③	N57°19'54"E	20.30'
④	S68°33'18"E	44.57'
⑤	S39°05'53"E	1.44'
⑥	N74°26'47"E	17.54'
⑦	S40°18'08"W	13.31'
⑧	S43°45'02"E	117.84'

Bearings and distances shown are based on the California Coordinate System of 1983, Epoch 1997.30 Zone 2. Distances are in US survey feet unless otherwise noted. Multiply distances shown by 1.00002 to obtain ground level distances, stationing included.

SHEET 1 OF 4

 <p>Mark Thomas & Company Inc.</p>	<p>EXHIBIT F PARCEL 004-14 APN 119-0090-014 PLAT TO ACCOMPANY LEGAL DESCRIPTION IN THE CITY OF SACRAMENTO SACRAMENTO COUNTY, CALIFORNIA</p>	
<p>Scale: None Date 7-Jan 2014 Drawn By RPM Checked By MJS</p>		

BOSWELL ALLIANCE
 CONSTRUCTION
 COMPANY
 900119 OR 1409
 PARCEL No.1

SEE SHEET 3

SACRAMENTO REGIONAL
 COUNTY SANITATION
 DISTRICT

750220 OR 230
 PARCEL NO.1

PARCEL 004-14
 2.97± Acres
 129,374± SQ FT

S89°36'56"W 1093.34'

N89°40'35"E 821.90'

N89°36'56"E 258.54'

POB

M&H REALTY PARTNERS, LLC

SHEET 2 OF 4



POC NORTHWEST
 CORNER OF
 PARCEL NO. 1
 750220 OR 230

1

2

3

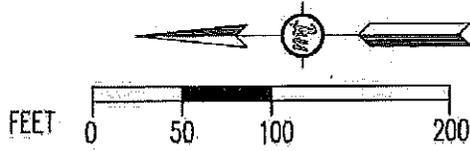
70.00'

Thomas &
 Company
 Inc.

Scale 1"=100'
 Date 7-Jan 2014
 Drawn By RPM
 Checked By MJS

EXHIBIT F
 PARCEL 004-14
 APN 119-0090-014
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 IN THE CITY OF SACRAMENTO
 SACRAMENTO COUNTY, CALIFORNIA



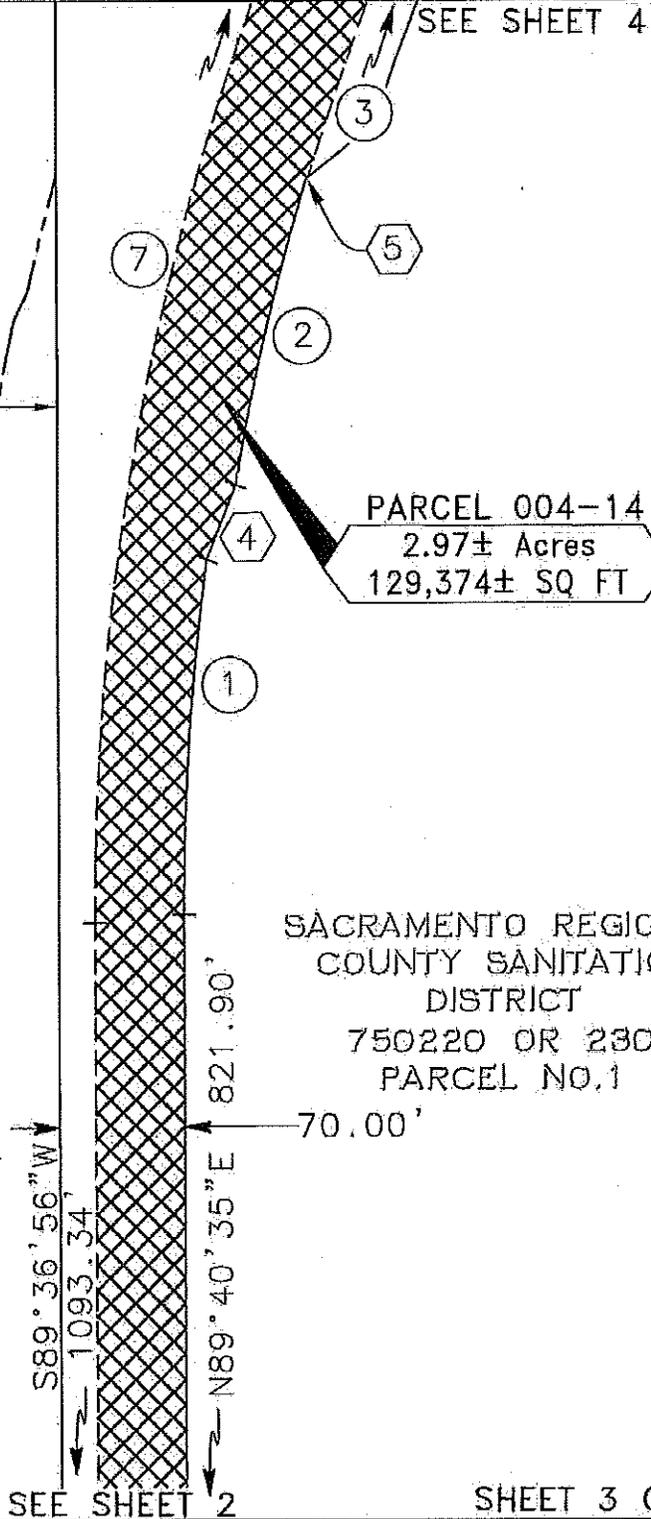


SOUTH LINE OF
PARCEL No.1
900119 O.R. 1409

BOSWELL ALLIANCE
CONSTRUCTION
COMPANY
900119 OR 1409
PARCEL No.1

SACRAMENTO REGIONAL
COUNTY SANITATION
DISTRICT
750220 OR 230
PARCEL NO.1

PARCEL 004-14
2.97± Acres
129,374± SQ FT



SEE SHEET 2

SHEET 3 OF 4



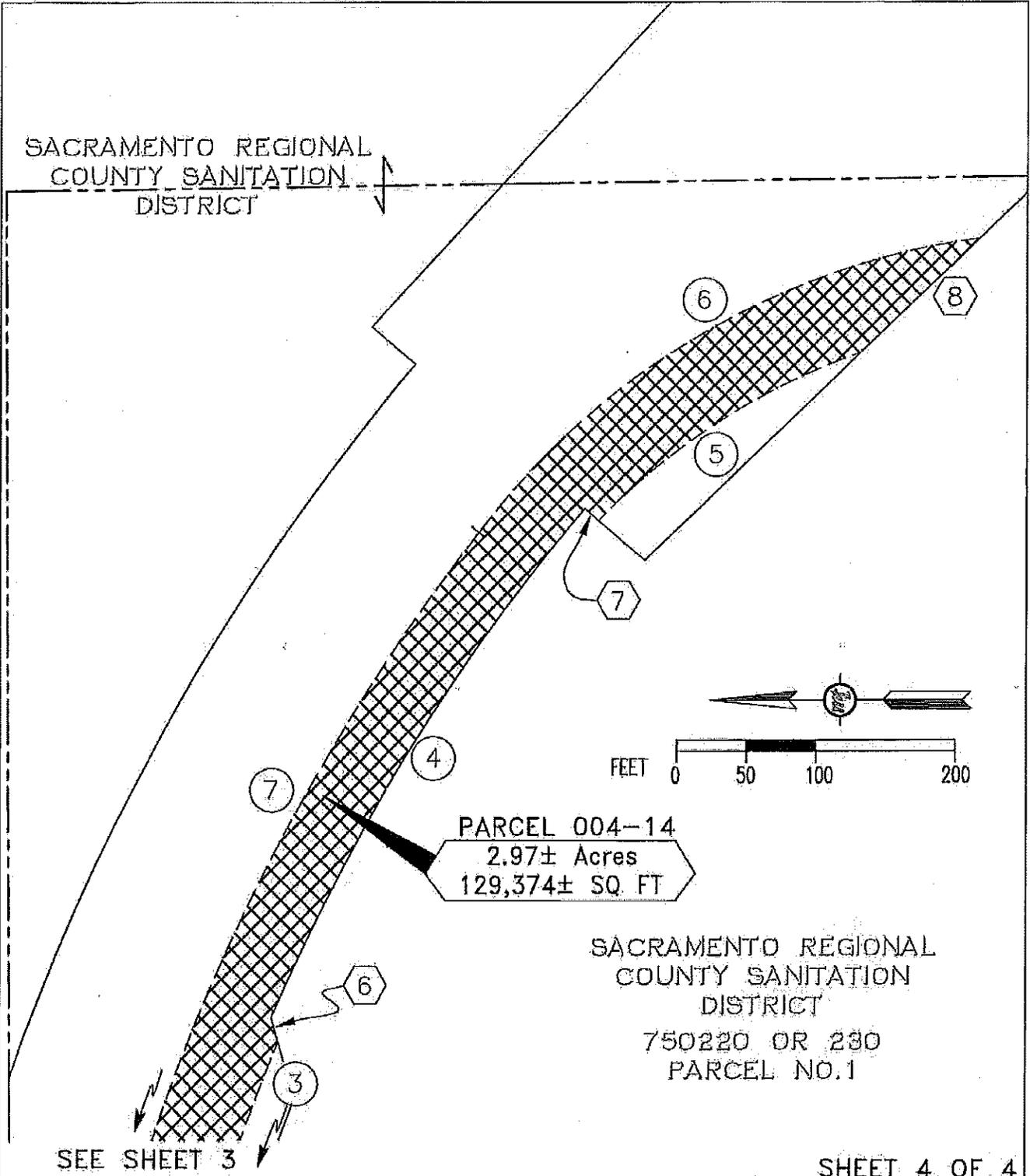
Thomas &
Company
Inc.

Scale 1"=100'
Date 7-Jan 2014
Drawn By RPM
Checked By MJS

EXHIBIT F
PARCEL 004-14
APN 119-0090-014
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA



SACRAMENTO REGIONAL
COUNTY SANITATION
DISTRICT



PARCEL 004-14
2.97± Acres
129,374± SQ. FT

SACRAMENTO REGIONAL
COUNTY SANITATION
DISTRICT
750220 OR 230
PARCEL NO.1

SEE SHEET 3

SHEET 4 OF 4



Scale 1"=100'
Date 7-Jan 2014
Drawn By RPM
Checked By MJS

EXHIBIT F
PARCEL 004-14
APN 119-0090-014
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA

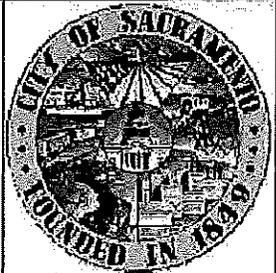


Exhibit "B"
AERIAL EASEMENT

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 95814

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

ACQ-04-07-04 13-5015393
RESS File Escrow

119-0080-029, 119-0080-037
APN's (portions of)

Agreement #

Easement for Overpass Grade Separation

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 (herein Grantor or SRCSD)

hereby grant(s) to

CITY OF SACRAMENTO, a municipal corporation,

an easement for the construction, use, repair, rehabilitation, operation, inspection, maintenance, replacement, and improvement of an **overpass grade separation** and all appurtenances thereto, including but not limited to, columns, foundations, and footings, together with all associated uses over, across, and under all that real property situated in the City of Sacramento, County of Sacramento, State of California, described as follows:

SEE ATTACHED LEGAL DESCRIPTIONS MARKED AS EXHIBIT 'A'
AND DIAGRAMED IN THE CORRESPONDING PLAT MAPS ATTACHED AS EXHIBIT 'B'

Sacramento Regional County Sanitation District,

By: _____
Prabhakar Somavarapu, District Engineer

Dated: _____

Signed under authority delegated to the District Engineer by:

Resolution No: _____

Dated: _____

EXHIBIT "A"

PARCEL 004-03 and 004-04

All that property situate in the County of Sacramento, State of California, being a portion of the property as described in the Final Order and Decree of Condemnation to the Sacramento Regional County Sanitation District (SRCSD), recorded January 28, 1976 in Book 760128 at Page 50, Official Records of Sacramento County; in the Grant Deed to the SRCSD recorded February 20, 1975 in Book 750220 at Page 230, Official Records of Sacramento County; in the Grant Deed to SRCSD recorded December 31, 1974 in Book 741231 at Page 1589, Official Records of Sacramento County, more particularly described as follows:

A strip of land 86.20 feet wide, lying 49.80 feet northerly and 36.40 feet southerly of the following described line:

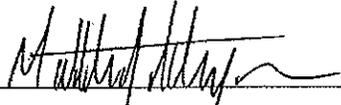
Commencing at a found 2" Brass Disc stamped "Sacramento County" marking the intersection of the New Centerline of Franklin Boulevard and the Centerline of Cosumnes River Boulevard as said intersection is shown on the "Plat of Southport Village" filed May 31, 1990 in Book 205 of Maps, Map No. 9, Sacramento County Records; thence along said centerline of Cosumnes River Boulevard, South $86^{\circ}22'49''$ West, 21.41 feet to the West line of Erhardt Acres, as shown on said plat; thence leaving last said centerline and along said West line South $03^{\circ}35'29''$ East, 20.53 feet; thence leaving said West line, South $86^{\circ}25'28''$ West, 1,520.49 feet to the beginning of a curve concave to the south, having a radius of 3,480.00 feet and a chord bearing South $80^{\circ}14'00''$ West, 750.60 feet; thence westerly through a central angle of $12^{\circ}22'56''$, 752.06 feet along said curve ; thence South $74^{\circ}02'32''$ West, 1,358.01 feet to the beginning of a curve concave to the north, having a radius of 1,000.00 feet and a chord bearing South $78^{\circ}41'41''$ West, 162.22 feet; thence westerly through a central angle of $09^{\circ}18'17''$, 162.40 feet along said curve to the **Point of Beginning**; thence continuing westerly through a central angle of $51^{\circ}24'57''$, 897.38 feet along said curve to the **Point of Termination**.

Excepting therefrom any portion lying within the Union Pacific Rail Road Right-of-Way as described in deed recorded October 6, 1930, in Book 321, at Page 541, Official Records of Sacramento County.

Containing 58,789 square feet or 1.35 acres, more or less.

Bearings and distances used in the above descriptions are based upon the California Coordinate System of 1983, epoch 1997.30, Zone (2). Distances are in US Survey feet, multiply the distances shown above by 1.00002 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 Surveyors Act.

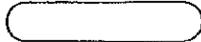

Matthew Stringer, LS 8151



August 19, 2013
Date

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

LEGEND

-  BY SEPARATE DOCUMENT
-  THIS DESCRIPTION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINATION
- CB CHORD BEARING
- CH CHORD
- (T) TOTAL DISTANCE

COURSE TABLE

- ① S86°22'49"W 21.41'
- ② S03°35'29"E 20.53'

CURVE TABLE

①
 R=3480.00'
 L=752.06'
 Δ=12°22'56"
 CB=S80°14'00"W
 CH=750.60'

②
 R=1000.00'
 L=162.40'
 Δ=09°18'17"
 CB=S78°41'41"W
 CH=162.22'

③
 R=1000.00'
 L=897.38'
 Δ=51°24'57"
 CB=N70°56'42"W
 CH=867.57'

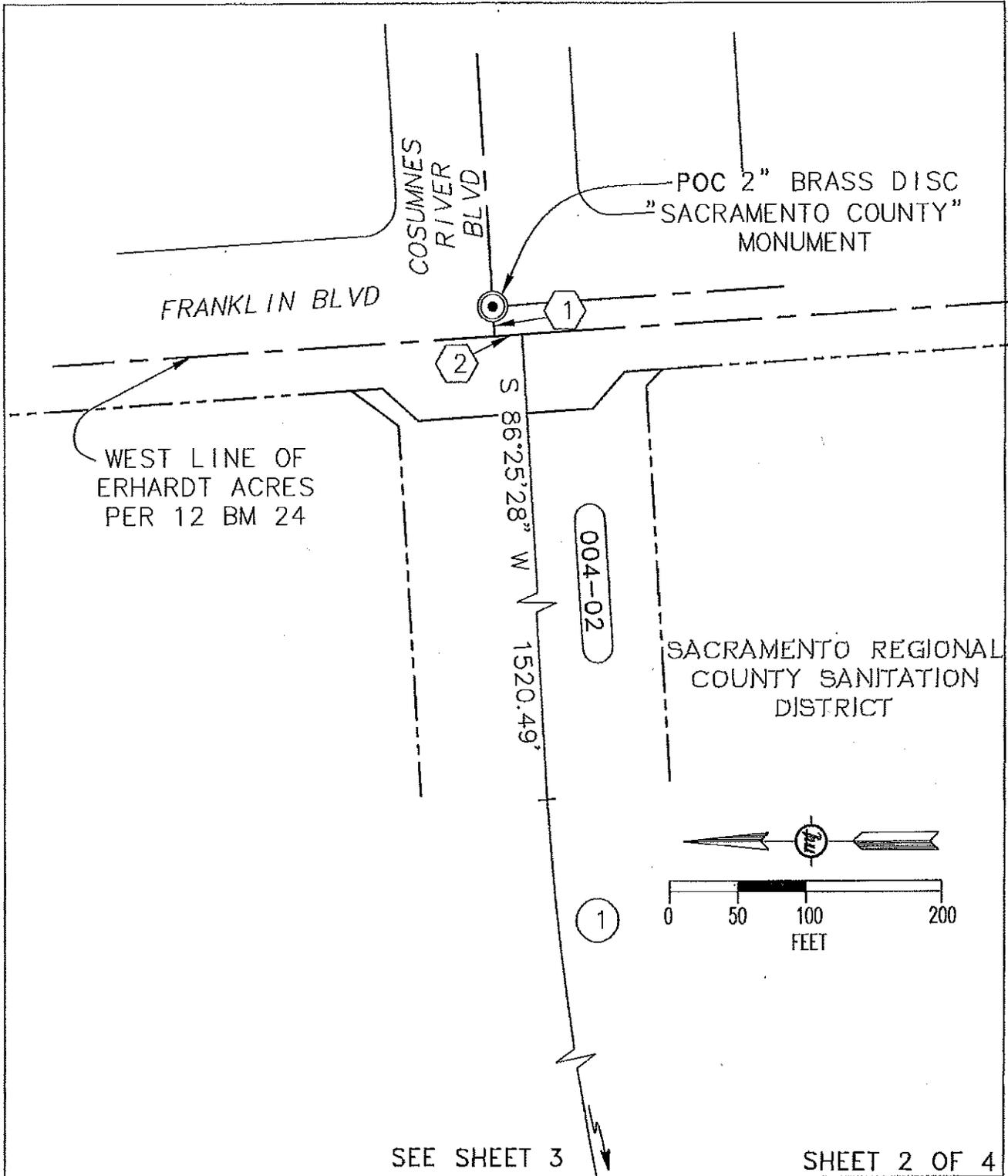


Matthew J. Stringer
 August 19, 2013

Bearings and distances shown are based on the California Coordinate System of 1983, Epoch 1997.30 Zone 2. Distances are in US survey feet unless otherwise noted. Multiply distances shown by 1.00002 to obtain ground level distances, stationing included.

SHEET 1 OF 4

 Mark Thomas & Company Inc. Scale: None Date 19-Aug 2013 Drawn By RPM Checked By MJS	EXHIBIT B PARCEL 004-03 & 04 APNS 119-0080-029 & 119-0080-037 PLAT TO ACCOMPANY LEGAL DESCRIPTION IN THE CITY OF SACRAMENTO SACRAMENTO COUNTY, CALIFORNIA	
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SEE SHEET 3

SHEET 2 OF 4

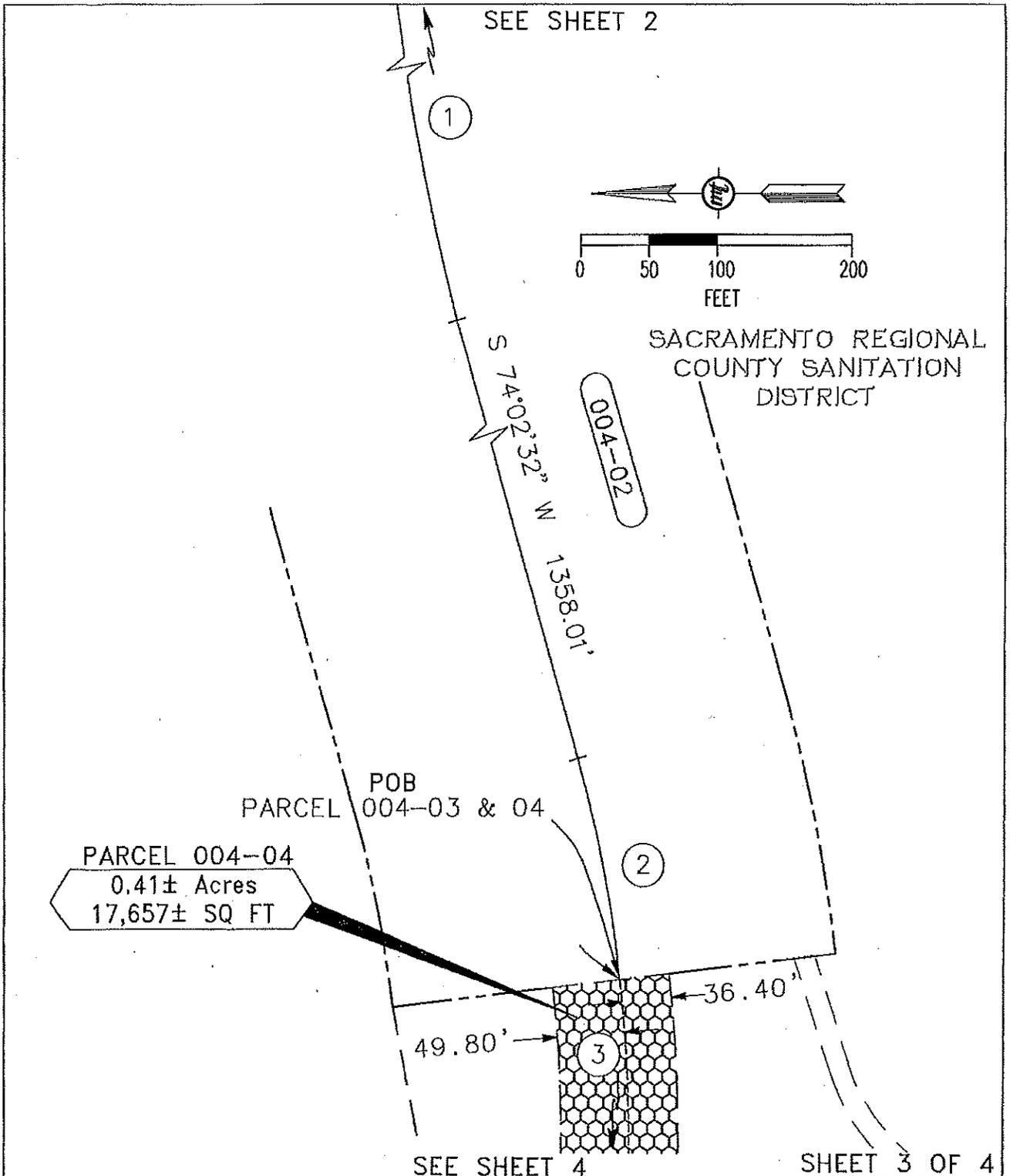


Thomas &
Company
Inc.

Scale 1"=100'
Date 19-Aug 2013
Drawn By RPM
Checked By MJS

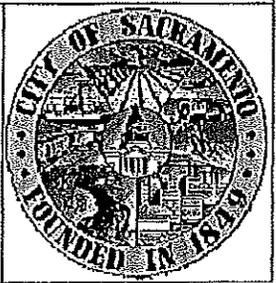
EXHIBIT B
PARCEL 004-03 & 04
APNs 119-0080-029 & 119-0080-037
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA

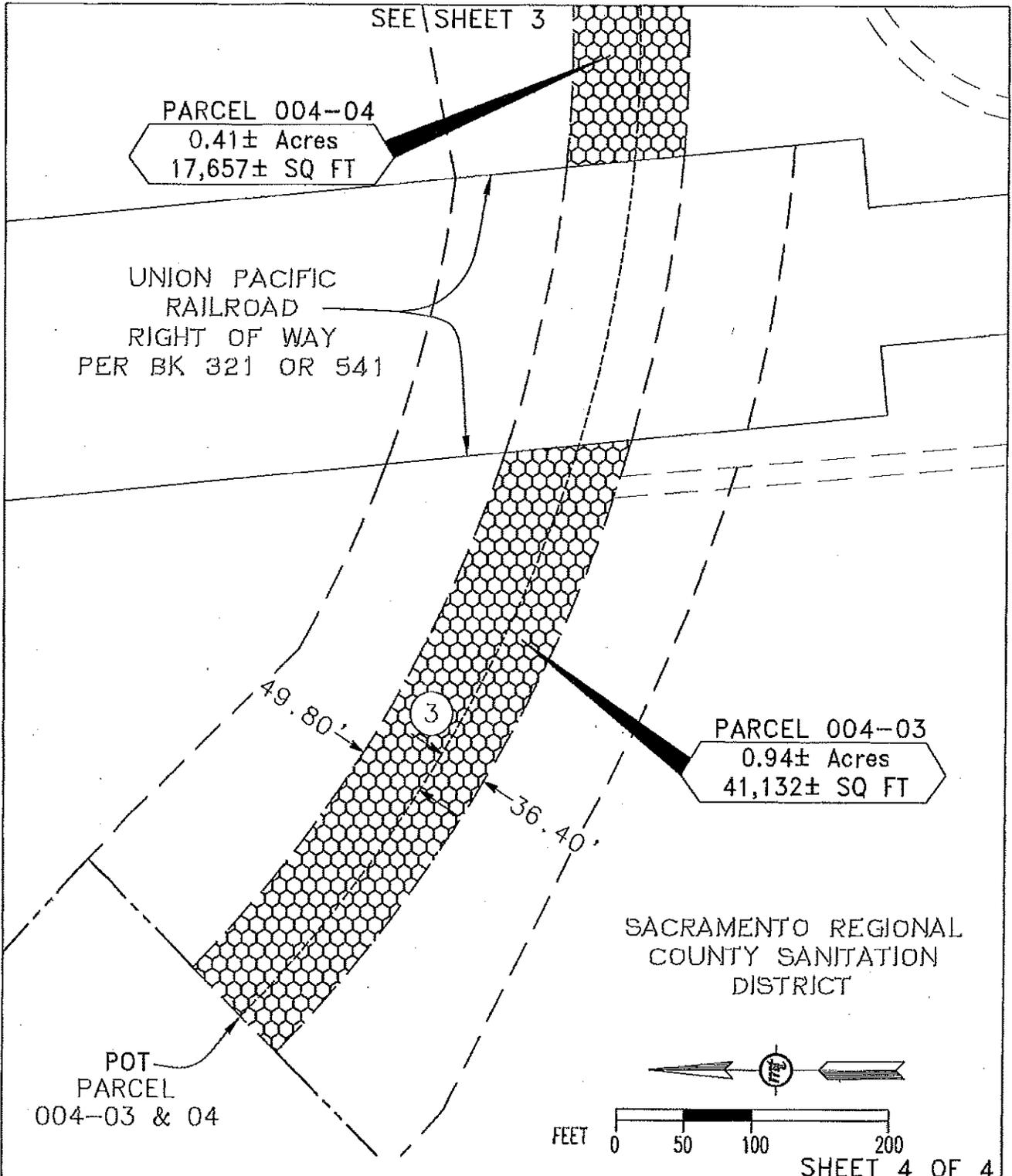





 Thomas & Company Inc.
 Scale 1"=100'
 Date 19-Aug 2013
 Drawn By RPM
 Checked By MJS

EXHIBIT B
 PARCEL 004-03 & 04
 APNs 119-0080-029 & 119-0080-037
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 IN THE CITY OF SACRAMENTO
 SACRAMENTO COUNTY, CALIFORNIA





 Thomas &
Company
Inc.

Scale 1"=100'
Date 19-Aug 2013
Drawn By RPM
Checked By MJS

EXHIBIT B
PARCEL 004-03 & 04
APNs 119-0080-029 & 119-0080-037
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA

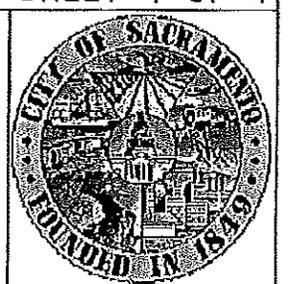


Exhibit "C"
ACCESS EASEMENT

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 95814

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

<u>ACQ-04-07-04</u>	<u>13-5015393</u>	<u>119-0080-013, 119-0080-014, 119-0080-029, 119-0080-037</u>	_____
RESS File	Escrow	APN's (portions of)	Agreement #

Easement for Ingress and Egress

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700 (herein Grantor or SRCSD)

hereby grant(s) to

CITY OF SACRAMENTO, a municipal corporation,

an easement, for permanent ingress and egress and incidents thereto for the construction, reconstruction, operation, use, maintenance, rehabilitation and repair of an overpass grade separation and all appurtenances, thereto, on, over, across and under all that real property situated in the City of Sacramento, County of Sacramento, State of California, described as follows:

SEE ATTACHED LEGAL DESCRIPTIONS MARKED AS EXHIBIT 'A'
AND DIAGRAMED IN THE CORRESPONDING PLAT MAPS ATTACHED AS EXHIBIT 'B'

Sacramento Regional County Sanitation District,

By: _____
Prabhakar Somavarapu, District Engineer

Dated: _____

Signed under authority delegated to the District Engineer by:

Resolution No: _____

Dated: _____

EXHIBIT "A"

PARCEL 004-05 and 004-06

All that property situate in the County of Sacramento, State of California, being a portion of the property as described in the Final Order and Decree of Condemnation to the Sacramento Regional County Sanitation District (SRCSD), recorded January 28, 1976 in Book 760128 at Page 50, Official Records of Sacramento County; in the Grant Deed to the SRCSD recorded February 20, 1975 in Book 750220 at Page 230, Official Records of Sacramento County; and the Grant Deed to SRCSD recorded December 31, 1974 in Book 741231 at Page 1589, Official Records of Sacramento County, more particularly described as follows:

Commencing at the at a 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°22'49" West, 21.41 feet to the West line of Erhardt Acres, as shown on said plat; thence leaving last said line, South 77°56'02" West, 3,787.65 feet to the **Point of Beginning**; thence South 72°03'12" West, 103.12 feet to the beginning of a curve concave southeast, having a radius of 150.00 feet and chord bearing South 34°51'07" West, 181.38 feet; thence through a central angle of 74°24'10", 194.78 feet along said curve; thence South 02°20'58" East, 232.76 feet to the beginning of a curve concave east, having a radius of 235.00 feet and a chord bearing South 12°48'18" East, 85.29 feet; thence through a central angle of 20°54'41", 85.77 feet along said curve to the beginning of a reversing curve concave west, having a radius of 165.00 feet and chord bearing South 06°47'03" East, 93.59 feet; thence through a central angle of 32°57'10", 94.90 feet along said curve to the beginning of a reversing curve concave east, having a radius of 435.00 feet and a chord bearing South 02°24'31" West, 110.30 feet; thence through a central angle of 14°34'01", 110.59 feet along said curve; thence South 04°52'29" East, 361.82 feet; thence South 07°53'51" East, 196.15 feet; thence South 05°21'32" East,

196.90 feet to the beginning of curve concave easterly, having a radius of 195.00 feet and a chord bearing South $18^{\circ}23'18''$ East, 87.93 feet; thence through a central angle of $26^{\circ}03'32''$, 88.69 feet along said curve; thence South $31^{\circ}25'04''$ East, 105.95 feet to the beginning of a curve concave northwesterly, having a radius of 75.00 feet and a chord bearing South $26^{\circ}06'42''$ West, 126.55 feet; thence through a central angle of $115^{\circ}03'32''$, 150.61 feet along said curve; thence South $83^{\circ}38'28''$ West, 194.28 feet to the beginning of a curve concave northeasterly, having a radius of 75.00 feet and a chord bearing North $38^{\circ}05'12''$ West, 127.58 feet; thence through a central angle of $116^{\circ}32'40''$, 152.56 feet along said curve; thence North $20^{\circ}11'08''$ East, 96.94 feet to the beginning of a curve concave westerly, having a radius of 190.00 feet and a chord bearing North $07^{\circ}48'21''$ East, 81.47 feet; thence through a central angle of $24^{\circ}45'33''$, 82.10 feet along said curve; thence North $04^{\circ}34'25''$ West, 605.66 feet; thence North $02^{\circ}48'28''$ West, 162.22 feet to the beginning of a curve concave southwesterly, having a radius of 75.00 feet and a chord bearing North $23^{\circ}16'35''$ West, 52.45 feet; thence through a central angle of $40^{\circ}56'14''$, 53.59 feet along said curve to a reversing curve, having a radius of 120.00 feet and a chord bearing North $24^{\circ}39'57''$ West, 78.45 feet; thence through a central angle of $38^{\circ}09'30''$, 79.91 feet along said curve; thence North $05^{\circ}35'12''$ West, 89.02 feet; thence North $15^{\circ}31'22''$ West, 85.97 feet to the beginning of a curve, concave easterly, having a radius of 430.00 feet and a chord bearing North $10^{\circ}11'24''$ West, 79.93 feet; thence through a central angle of $10^{\circ}39'56''$, 80.04 feet along said curve; thence North $04^{\circ}51'26''$ West, 518.25 feet to the beginning of a curve concave northerly, having a radius of 1,036.40 feet and a chord which bears South $70^{\circ}16'17''$ East, 16.50 feet, which lies 36.40 feet southerly, as measured radial, from a curve hereinafter referred to as Curve A, concave to the north, having a radius of 1,000 feet and a chord which bears North $75^{\circ}35'50''$ West, 1,010.87 feet, the easterly terminus of said Curve A bears from said 2nd Brass Disc the following five (5) courses:

- 1) along said centerline of Consumnes River Boulevard, South $86^{\circ}22'49''$ West, 21.41 feet to the West line of Erhardt Acres, as shown on said plat;
- 2) along said West line South $03^{\circ}35'29''$ East, 20.53 feet;

3) leaving said West line, South $86^{\circ}25'28''$ West, 1,520.49 feet to the beginning of a curve concave to the south, having a radius of 3,480.00 feet and a chord bearing South $80^{\circ}14'00''$ West, 750.60 feet;

4) westerly through a central angle of $12^{\circ}22'56''$, 752.06 feet along said curve, and

5) South $74^{\circ}02'32''$ West, 1,358.01 feet to the beginning of said Curve A;

thence easterly through a central angle of $0^{\circ}54'43''$, 16.50 feet along said 1,036.40 foot radius curve; thence South $04^{\circ}51'26''$ East, 511.38 feet to the beginning of a curve concave easterly, having a radius of 415.00 feet and chord bearing South $10^{\circ}11'24''$ East, 77.14 feet; thence through a central angle of $10^{\circ}39'56''$, 77.25 feet along said curve; thence South $15^{\circ}31'22''$ East, 87.27 feet; thence South $05^{\circ}35'12''$ East, 90.32 feet to the beginning of a curve concave easterly, having a radius of 105.00 feet and chord which bears South $24^{\circ}39'57''$ East, 68.64 feet; thence through a central angle of $38^{\circ}09'30''$, 69.93 feet along said curve to a reversing curve having a radius of 90.00 feet and a chord bearing South $23^{\circ}16'35''$ East, 62.94 feet; thence through a central angle of $40^{\circ}56'14''$, 64.30 feet along said curve; thence South $02^{\circ}48'28''$ East, 161.99 feet; thence South $04^{\circ}34'25''$ East, 605.43 feet to the beginning of a curve concave westerly, having a radius of 205.00 feet and chord which bears South $07^{\circ}48'21''$ West, 87.90 feet; thence through a central angle of $24^{\circ}45'33''$, 88.59 feet along said curve; thence South $20^{\circ}11'08''$ West, 96.94 feet to the beginning of a curve concave northeasterly, having a radius of 60.00 feet and chord which bears South $38^{\circ}05'12''$ East, 102.07 feet; thence through a central angle of $116^{\circ}32'40''$, 122.05 feet along said curve; thence North $83^{\circ}38'28''$ East, 194.28 feet to the beginning of a curve concave northwesterly, having a radius of 60.00 feet and a chord which bears North $26^{\circ}06'42''$ East, 101.24 feet; thence through a central angle of $115^{\circ}03'32''$, 120.49 feet along said curve; thence North $31^{\circ}25'04''$ West, 105.95 feet to the beginning of a curve concave easterly, having a radius of 210.00 feet and a chord which bears North $18^{\circ}23'18''$ West, 94.69 feet; thence through a central angle of $26^{\circ}03'32''$, 95.51 feet along said curve; thence North $05^{\circ}21'32''$ West, 196.56 feet; thence North $07^{\circ}53'51''$ West, 196.21 feet; thence North $04^{\circ}52'29''$ West, 362.22 feet to the beginning of a curve concave easterly having a radius of 450.00 feet and chord which bears North $02^{\circ}24'31''$ East, 114.10 feet; thence through a central angle of $14^{\circ}34'01''$, 114.41 feet along said curve to the beginning of a reversing curve concave westerly, having a radius of 150.00 feet and chord which bears North

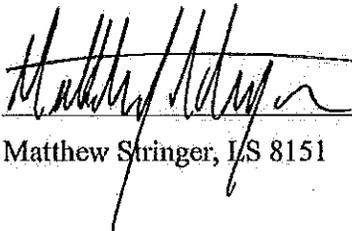
06°47'03" West, 85.09 feet; thence through a central angle of 32°57'11", 86.27 feet along said curve to the beginning of a reversing curve, concave easterly, having a radius of 250.00 feet and a chord which bears North 12°48'18" West, 90.74 feet; thence through a central angle of 20°54'41", 91.24 feet along said curve; thence North 02°20'58" West, 301.75 feet to the beginning of a curve concave southeasterly, having a radius of 70.00 feet and a chord which bears North 34°51'07" East, 84.65 feet; thence through a central angle of 74°24'10", 90.90 feet; thence North 72°03'12" East, 178.47 feet to a line bearing North 06°37'59" West from said Point of Beginning; thence along said line, South 06°37'59" East, 12.24 feet to said **Point of Beginning**.

Excepting therefrom any portion lying within the Union Pacific Rail Road Right-of-Way as described in deed recorded October 6, 1930, in Book 321, Official Records of Sacramento County, at Page 541.

Parcel 5 and Parcel 6 containing 61,863 square feet or 1.42 acres, more or less.

Bearings and distances used in the above descriptions are based upon the California Coordinate System of 1983, epoch 1997.30, Zone (2). Distances are in US Survey feet, multiply the distances shown above by 1.00002 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 Surveyors Act.

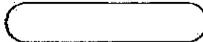

Matthew Stringer, L.S. 8151



September 16, 2013
Date

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

LEGEND

-  BY SEPARATE DOCUMENT
-  THIS DESCRIPTION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINATION
- CB CHORD BEARING
- CH CHORD
- (T) TOTAL DISTANCE

COURSE TABLE

- ① S86°22'49"W 21.41'
- ② S03°35'29"E 20.53'
- ③ S72°03'12"W 103.12'
- ④ S07°53'51"E 196.15'
- ⑤ S05°21'32"E 196.90'
- ⑥ S31°25'04"E 105.95'
- ⑦ S83°38'28"W 194.28'
- ⑧ N20°11'08"E 96.94'
- ⑨ N02°48'28"W 162.22'
- ⑩ N05°35'12"W 89.02'
- ⑪ N15°31'22"W 85.97'
- ⑫ S15°31'22"E 87.27'
- ⑬ S05°35'12"E 90.32'
- ⑭ S20°11'08"W 96.94'
- ⑮ N83°38'28"E 194.28'
- ⑯ N31°25'04"W 105.95'
- ⑰ N05°21'32"W 196.56'
- ⑱ N07°53'51"W 196.21'
- ⑲ N72°03'12"E 178.47'
- ⑳ S06°37'59"W 12.24'



Matthew J. Stringer
 September 16, 2013

CURVE TABLE

①

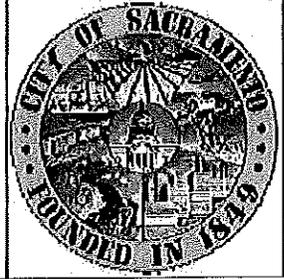
- R=3480.00'
- L=752.06'
- Δ=12°22'56"
- CB=S80°14'00"W
- CH=750.60'

Bearings and distances shown are based on the California Coordinate System of 1983, Epoch 1997.30 Zone 2. Distances are in US survey feet unless otherwise noted. Multiply distances shown by 1.00002 to obtain ground level distances, stationing included.

SHEET 1 OF 8

 Mark Thomas & Company Inc.
 Scale: None
 Date 16-Sep 2013
 Drawn By RPM
 Checked By MJS

EXHIBIT B
 PARCEL 004-05 & 06
 APNs 119-0080-013, 014, 029 & 037
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 IN THE CITY OF SACRAMENTO
 SACRAMENTO COUNTY, CALIFORNIA



CURVE TABLE

②

R=1000.00'
L=1059.77'
 $\Delta = 60^\circ 43' 14''$
CB=N75°35'50"W
CH=1010.87'

④

R=150.00'
L=194.78'
 $\Delta = 74^\circ 24' 10''$
CB=S34°51'07"W
CH=181.38'

⑤

R=235.00'
L=85.77'
 $\Delta = 20^\circ 54' 41''$
CB=S12°48'18"E
CH=85.29'

⑥

R=165.00'
L=94.90'
 $\Delta = 32^\circ 57' 10''$
CB=S06°47'03"E
CH=93.59'

⑦

R=435.00'
L=110.59'
 $\Delta = 14^\circ 34' 01''$
CB=S02°24'31"W
CH=110.30'

⑧

R=195.00'
L=88.69'
 $\Delta = 26^\circ 03' 32''$
CB=S18°23'18"E
CH=87.93'

⑨

R=75.00'
L=150.61'
 $\Delta = 115^\circ 03' 32''$
CB=S26°06'42"W
CH=126.55'

⑩

R=75.00'
L=152.56'
 $\Delta = 116^\circ 32' 40''$
CB=N38°05'12"W
CH=127.58'

⑪

R=190.00'
L=82.10'
 $\Delta = 24^\circ 45' 33''$
CB=N07°48'21"E
CH=81.47'

⑫

R=75.00'
L=53.59'
 $\Delta = 40^\circ 56' 14''$
CB=N23°16'35"W
CH=52.45'

⑬

R=120.00'
L=79.91'
 $\Delta = 38^\circ 09' 30''$
CB=N24°39'57"W
CH=78.45'

⑭

R=430.00'
L=80.04'
 $\Delta = 10^\circ 39' 56''$
CB=N10°11'24"W
CH=79.93'

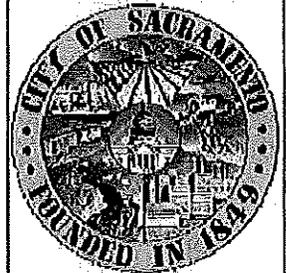
SHEET 2 OF 8



Mark
Thomas &
Company
Inc.

Scale: None
Date 16-Sep 2013
Drawn By RPM
Checked By MJS

EXHIBIT B
PARCEL 004-05 & 06
APNs 119-0080-013, 014, 029 & 037
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA



CURVE TABLE

(15)

R=1036.40'
L=16.50'
 $\Delta = 00^{\circ} 54' 43''$
CB=S70°16'17"E
CH=16.50'

(16)

R=415.00'
L=77.25'
 $\Delta = 10^{\circ} 39' 56''$
CB=S10°11'24"E
CH=77.14'

(17)

R=105.00'
L=69.93'
 $\Delta = 38^{\circ} 09' 30''$
CB=S24°39'57"E
CH=68.64'

(18)

R=90.00'
L=64.30'
 $\Delta = 40^{\circ} 56' 14''$
CB=S23°16'35"E
CH=62.94'

(19)

R=205.00'
L=88.59'
 $\Delta = 24^{\circ} 45' 33''$
CB=S07°48'21"W
CH=87.90'

(20)

R=60.00'
L=122.05'
 $\Delta = 116^{\circ} 32' 40''$
CB=S38°05'12"E
CH=102.07'

(21)

R=60.00'
L=120.49'
 $\Delta = 115^{\circ} 03' 32''$
CB=N26°06'42"E
CH=101.24'

(22)

R=210.00'
L=95.51'
 $\Delta = 26^{\circ} 03' 32''$
CB=N18°23'18"W
CH=94.69'

(23)

R=450.00'
L=114.41'
 $\Delta = 14^{\circ} 34' 01''$
CB=N02°24'31"E
CH=114.10'

(24)

R=150.00'
L=86.27'
 $\Delta = 32^{\circ} 57' 11''$
CB=N06°47'03"W
CH=85.09'

(25)

R=250.00'
L=91.24'
 $\Delta = 20^{\circ} 54' 41''$
CB=N12°48'18"W
CH=90.74'

(26)

R=70.00'
L=90.90'
 $\Delta = 74^{\circ} 24' 10''$
CB=N34°51'07"E
CH=84.65'

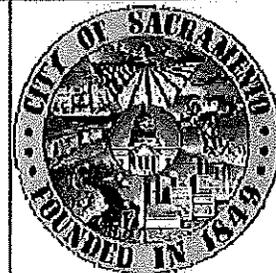
SHEET 3 OF 8

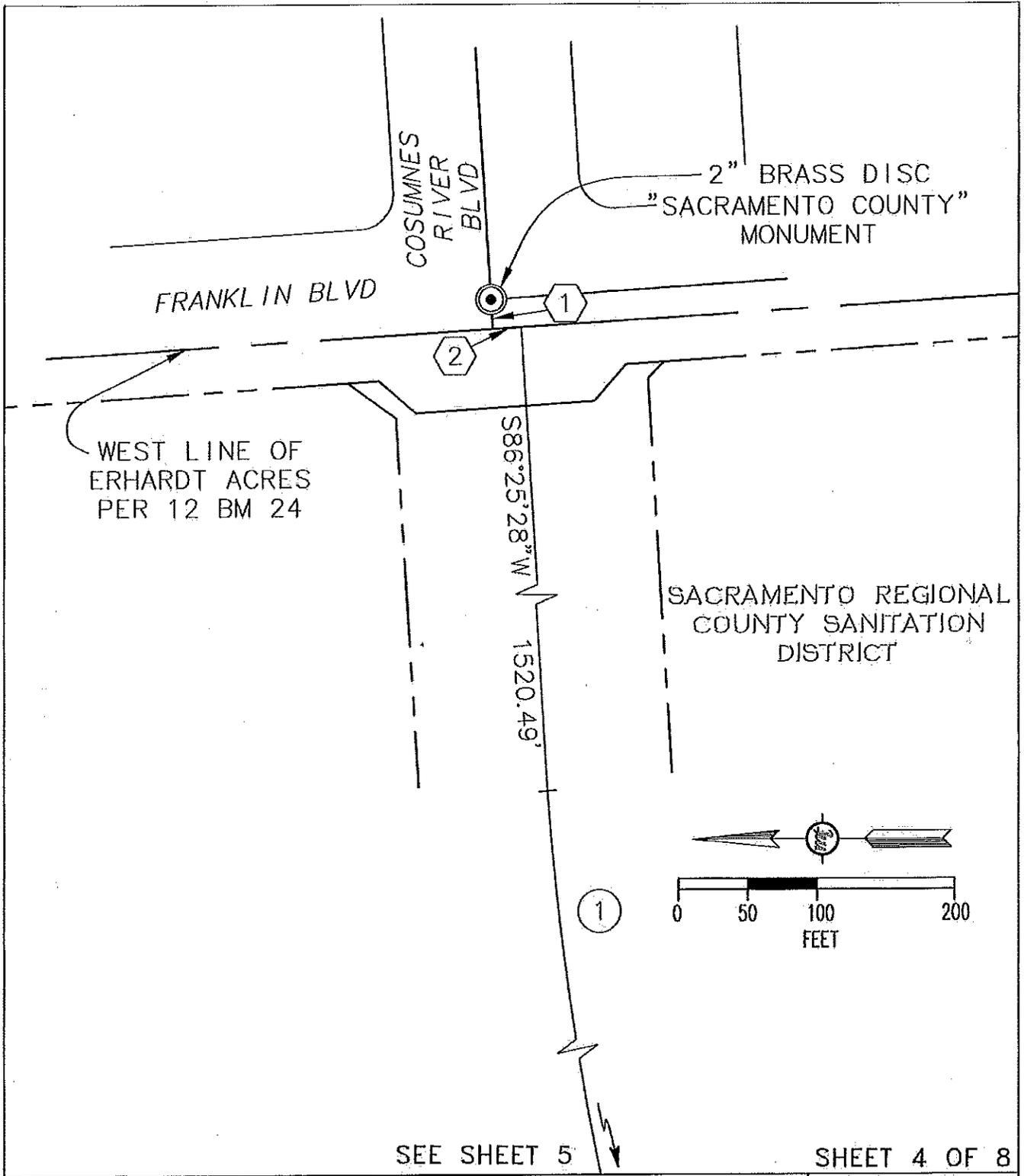


Mark
Thomas &
Company
Inc.

Scale: None
Date 16-Sep 2013
Drawn By RPM
Checked By MJS

EXHIBIT B
PARCEL 004-05 & 06
APNs 119-0080-013, 014, 029 & 037
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA

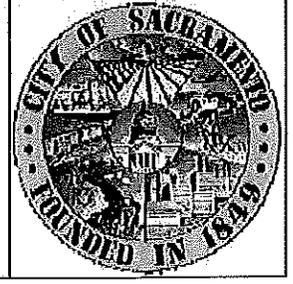


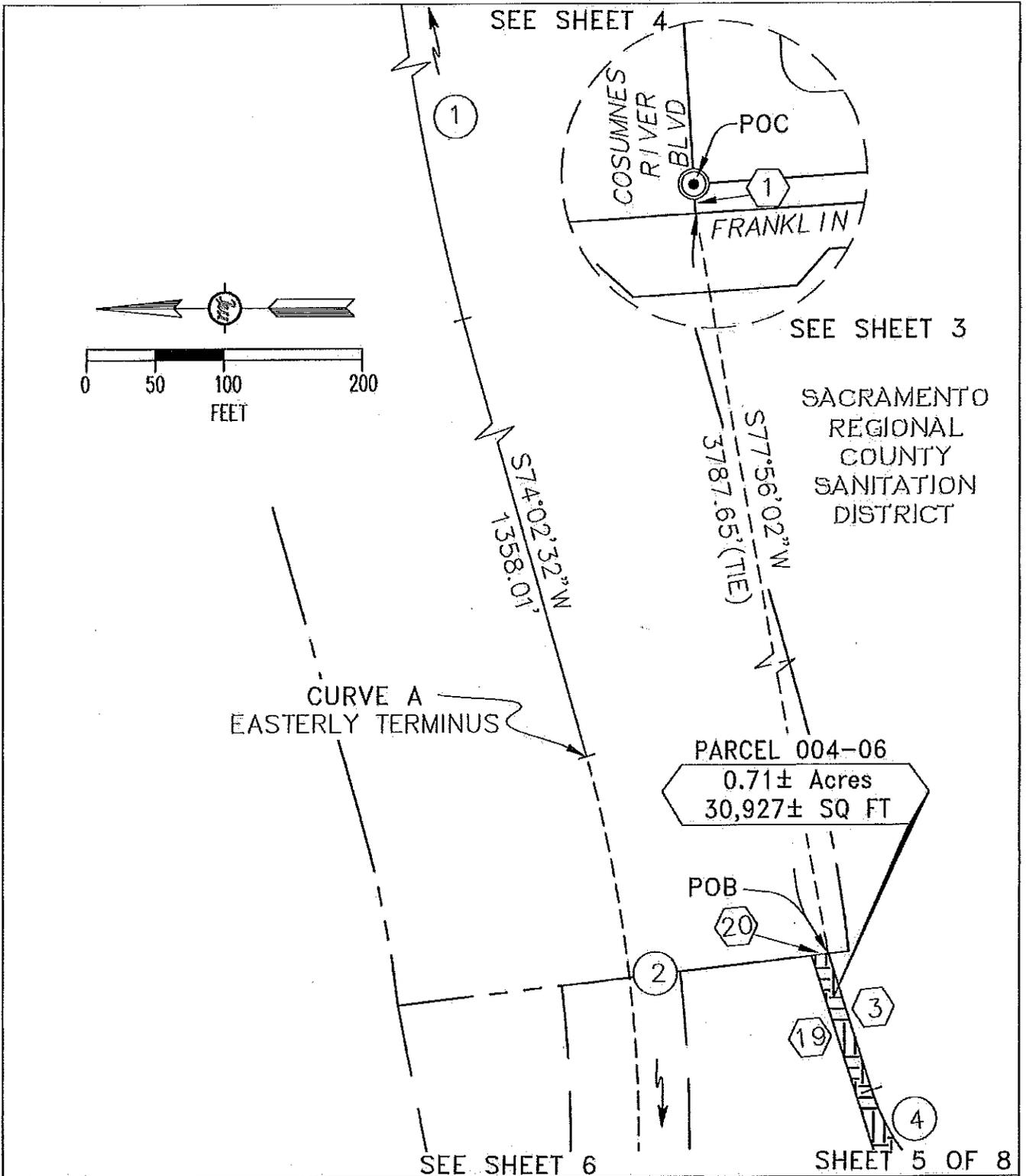


 Thomas &
Company
Inc.

Scale 1"=100'
Date 16-Sep 2013
Drawn By RPM
Checked By MJS

EXHIBIT B
PARCEL 004-05 & 06
APNs 119-0080-013, 014, 029 & 037
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA

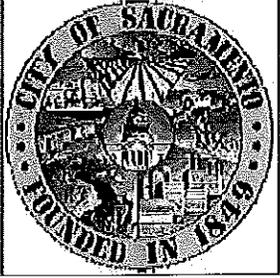


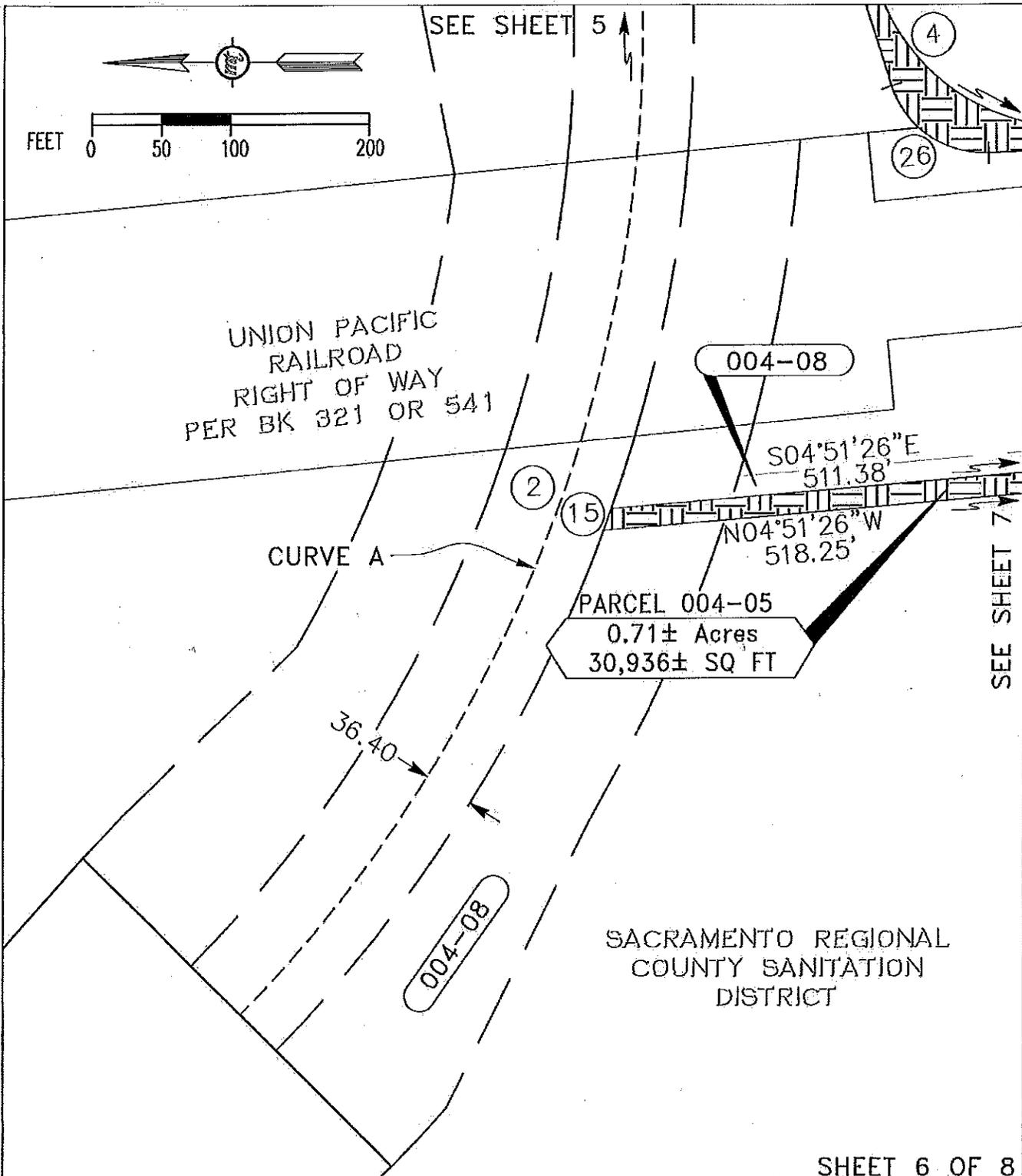


PARCEL 004-06
 0.71 ± Acres
 30,927 ± SQ FT

 Thomas & Company Inc.
 Scale 1"=100'
 Date 16-Sep 2013
 Drawn By RPM
 Checked By MJS

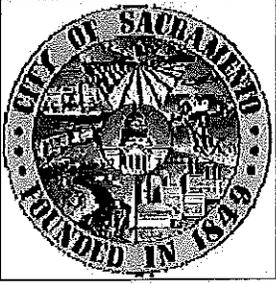
EXHIBIT B
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 APNs 119-0080-013, 014, 029 & 037
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 IN THE CITY OF SACRAMENTO
 SACRAMENTO COUNTY, CALIFORNIA

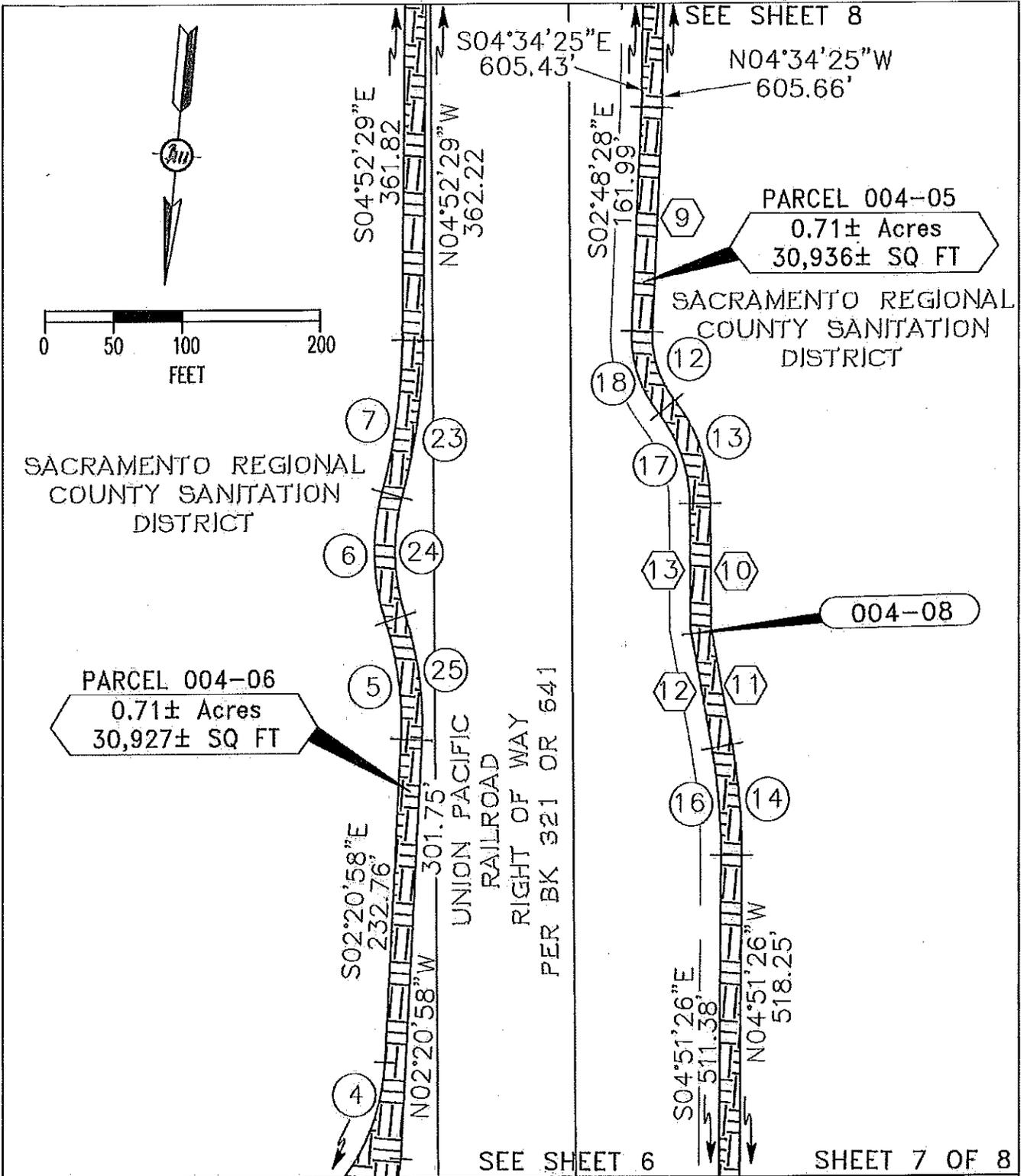




 Thomas & Company Inc.
 Scale 1"=100'
 Date 16-Sep 2013
 Drawn By RPM
 Checked By MJS

EXHIBIT B
 PARCEL 004-05 & 06
 APNS 119-0080-013, 014, 029 & 037
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 IN THE CITY OF SACRAMENTO
 SACRAMENTO COUNTY, CALIFORNIA

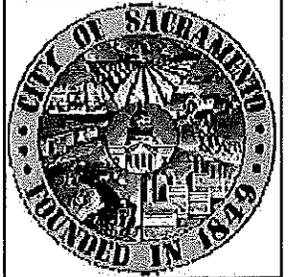


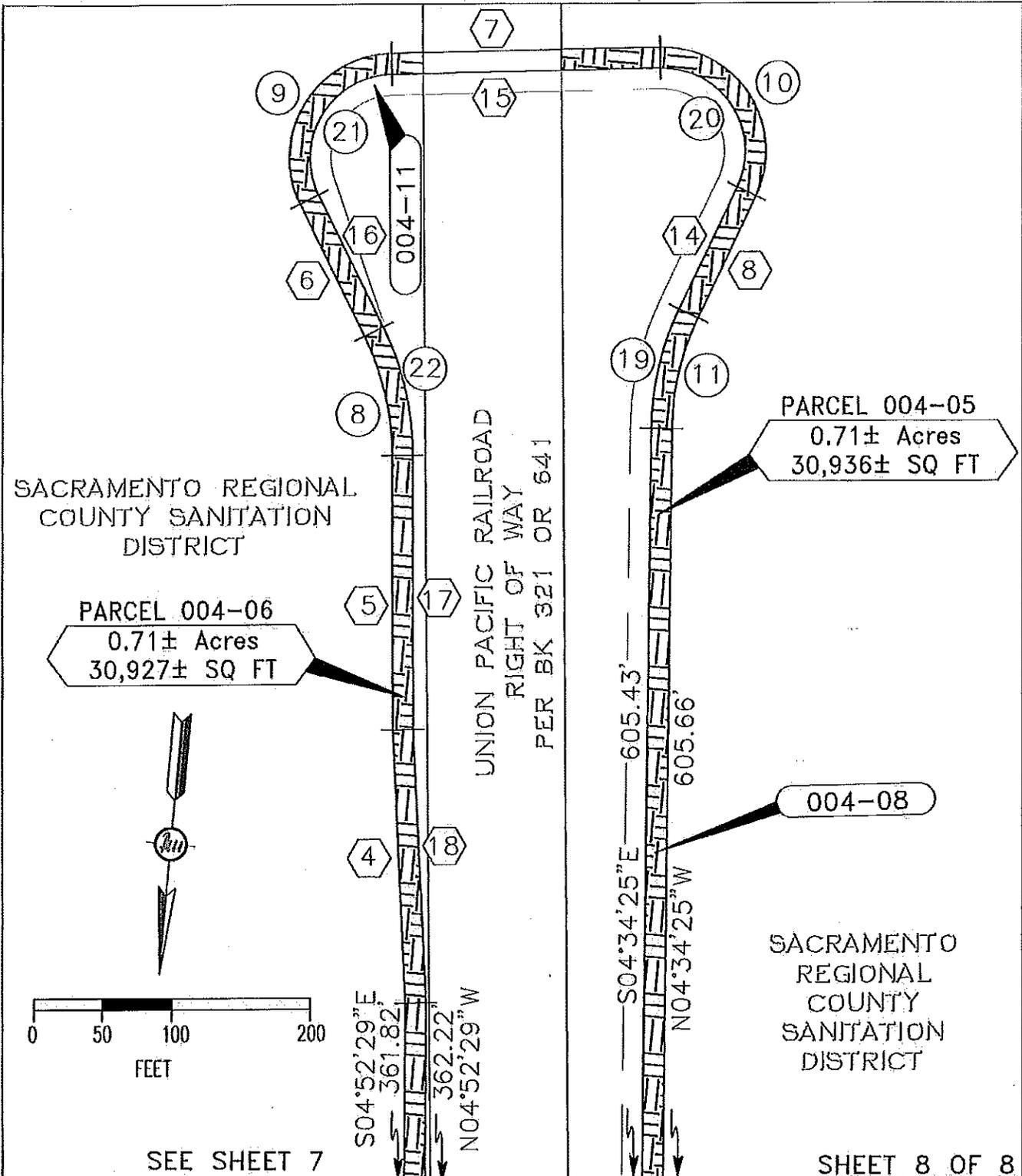


Thomas & Company Inc.

Scale 1"=100'
Date 16-Sep 2013
Drawn By RPM
Checked By MJS

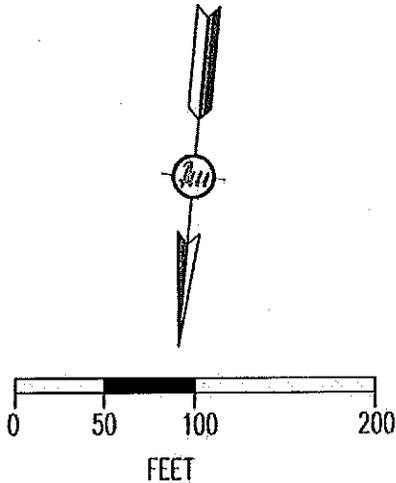
EXHIBIT B
PARCEL 004-05 & 06
APNs 119-0080-013, 014, 029 & 037
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA





SACRAMENTO REGIONAL
COUNTY SANITATION
DISTRICT

PARCEL 004-06
0.71± Acres
30,927± SQ FT



SEE SHEET 7

UNION PACIFIC RAILROAD
RIGHT OF WAY
PER BK 321 OR 641

PARCEL 004-05
0.71± Acres
30,936± SQ FT

SACRAMENTO
REGIONAL
COUNTY
SANITATION
DISTRICT

SHEET 8 OF 8

 Thomas &
Company
Inc.
Scale 1"=100'
Date 16-Sep 2013
Drawn By RPM
Checked By MJS

EXHIBIT B
PARCEL 004-05 & 06
APNs 119-0080-013, 014, 029 & 037
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA

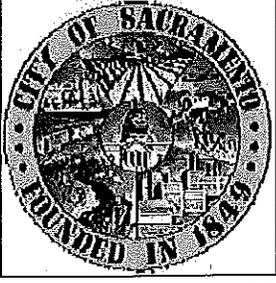


Exhibit "D"

TEMPORARY CONSTRUCTION EASEMENT

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 95814

SHALL NOT BE RECORDED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

ACO-04-07-04 13-5015393 119-0080-013, 119-0080-014, 119-0080-029, 119-0080-037 _____
RESS File Escrow APN's (portions of) Agreement #

TEMPORARY CONSTRUCTION EASEMENT

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

hereby grant(s) to

CITY OF SACRAMENTO, a municipal corporation,

a temporary easement for purposes of public use, construction, reconstruction, installation, improvement, repair, inspection, expansion, and maintenance of public rights-of-way, highways, roadways, services, utilities, landscape improvements, and necessary appurtenant structures on, over, across, and under all that real property situated in the City of Sacramento, County of Sacramento, State of California, described as follows:

SEE ATTACHED LEGAL DESCRIPTIONS MARKED AS EXHIBITS 'A', 'C', 'E', and 'G'
AND DIAGRAMED IN THE CORRESPONDING PLAT MAPS ATTACHED AS EXHIBITS 'B', 'D', 'F', and 'H'

CITY may move and/or remove any existing structures or improvements upon written approval of District Engineer, but shall replace "in like kind" or restore such structures or improvements prior to the Easement's termination. Access to any improved parcels shall not be totally impaired. CITY may re-grade the underlying property to conform to the grade of the street frontage. The Easement herein described shall extend for a period of thirty-six (36) months, not to extend beyond January 1, 2016.

Sacramento Regional County Sanitation District

By: _____
Prabhakar Somavarapu, District Engineer

Dated: _____

Signed under authority delegated to the District Engineer by:

Resolution No: _____

Dated: _____

EXHIBIT "A"

PARCEL 004-07 & 09

All that property situate in the County of Sacramento, State of California, being a portion of the property as described in the Final Order and Decree of Condemnation to the Sacramento Regional County Sanitation District (SRCSD), recorded January 28, 1976 in Book 760128 at Page 50, Official Records of Sacramento County; in the Grant Deed to the SRCSD recorded February 20, 1975 in Book 750220 at Page 230, Official Records of Sacramento County; and the Grant Deed to SRCSD recorded December 31, 1974 in Book 741231 at Page 1589, Official Records of Sacramento County, more particularly described as follows:

Commencing at a 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 $86^{\circ}22'49''$ West, 21.41 feet to the West line of Erhardt Acres, as shown on said plat; thence leaving last said centerline and along said West line South $03^{\circ}35'29''$ East, 20.53 feet; thence leaving said West line, South $86^{\circ}25'28''$ West, 1,520.49 feet to the beginning of a curve concave to the south, having a radius of 3,480.00 feet and a chord bearing South $80^{\circ}14'00''$ West, 750.60 feet; thence westerly through a central angle of $12^{\circ}22'56''$, 752.06 feet along said curve; thence South $74^{\circ}02'32''$ West, 1,358.01 feet to the beginning of a curve concave to the north, hereinafter referred to as Curve A, having a radius of 1,000.00 feet and a chord bearing North $75^{\circ}35'50''$ West, 1,010.87 feet; thence along said Curve A, westerly through a central angle of $09^{\circ}18'17''$, 162.40 feet; thence North $06^{\circ}37'59''$ West, 49.80 feet to the **Point of Beginning** and the beginning of a non-tangent curve concave to the north having a radius of 950.20 feet and a chord bearing North $70^{\circ}56'44''$ West, 824.38 feet, lying concentric and 49.80 feet northerly of said Curve A; thence through a central angle of $51^{\circ}25'02''$, 852.71 feet along said curve; thence North $44^{\circ}45'47''$ East, 110.20 feet to the beginning of a curve concave to the northeast, having a radius of 840.00 feet and a chord bearing South

46°40'10" East, 42.00 feet; thence southeasterly through a central angle of 02°51'54", 42.00 feet along said curve; thence South 43°50'59" East, 173.36 feet to the beginning of a curve lying concentric and 129.80 feet northerly of said Curve A, having a radius of 870.20 feet and a chord bearing South 71°25'30" East, 357.81 feet; thence through a central angle of 23°43'40", 360.37 feet along said curve; thence North 78°37'13" East, 201.88 feet to a line which bears North 06°37'59" West from said Point of Beginning; thence along said line, South 06°37'59" East, 120.20 feet to said **Point of Beginning**.

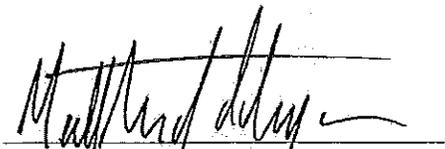
Excepting therefrom any portion lying within the Union Pacific Rail Road Right-of-Way as described in deed recorded October 6, 1930, in Book 321, at Page 541, Official Records of Sacramento County,

Also Excepting Therefrom all that portion of the property as described in the Grant Deed to the Sacramento Regional Transit District, recorded April 24, 2012 in Book 20120424 at Page 636, Official Records of Sacramento County

Containing 57,205 square feet or 1.31 acres, more or less.

Bearings and distances used in the above descriptions are based upon the California Coordinate System of 1983, epoch 1997.30, Zone (2). Distances are in US Survey feet, multiply the distances shown above by 1.00002 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 Surveyors Act.

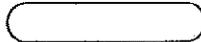

Matthew Stringer, LS 8151



September 16, 2013
Date

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

LEGEND

-  BY SEPARATE DOCUMENT
-  THIS DESCRIPTION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINATION
- CB CHORD BEARING
- CH CHORD
- (T) TOTAL DISTANCE

COURSE TABLE

①	S86°22'49"W	21.41'
②	S03°35'29"E	20.53'
③	N06°37'59"W	49.80'
④	N44°45'47"E	110.20'
⑤	N78°37'13"E	201.88'
⑥	S06°37'59"E	120.20'

CURVE TABLE

①	②
R=3480.00'	R=1000.00'
L=752.06'	L=162.40'
Δ=12°22'56"	Δ=09°18'17"
CB=S80°14'00"W	CB=S78°41'41"W
CH=750.60'	CH=162.22'

③	④	⑤	⑥
R=950.20'	R=840.00'	R=870.20'	R=1000.00'
L=852.71'	L=42.00'	L=360.37'	L=1059.77'
Δ=51°25'02"	Δ=02°51'54"	Δ=23°43'40"	Δ=60°43'14"
CB=N70°56'44"W	CB=S46°40'10"	CB=S71°25'30"	ECB=N75°35'50"W
CH=824.38'	CH=42.00'	CH=357.81'	CH=1010.87'



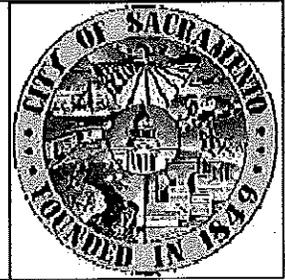
Matthew J. Stringer
September 16, 2013

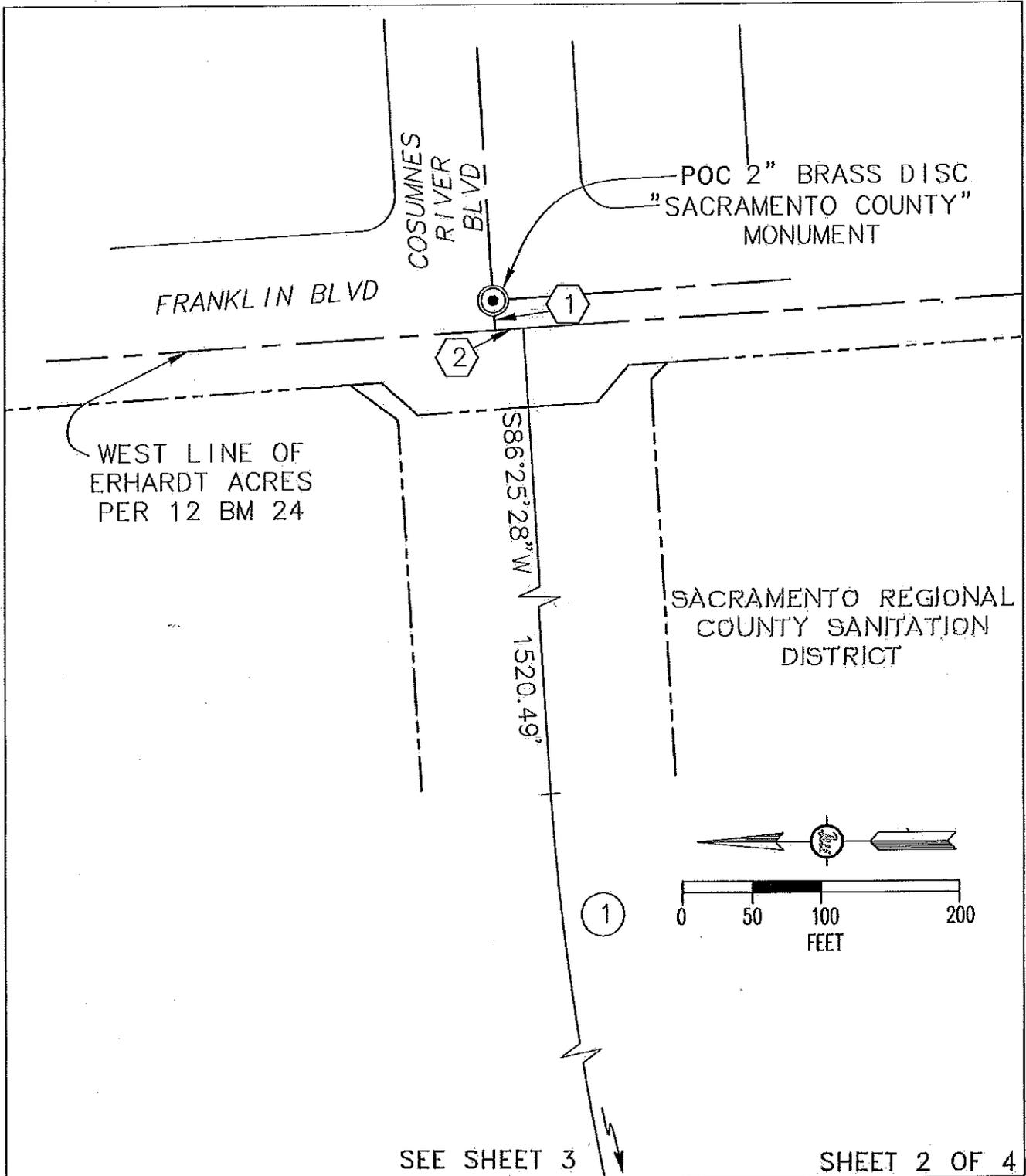
Bearings and distances shown are based on the California Coordinate System of 1983, Epoch 1997.30 Zone 2. Distances are in US survey feet unless otherwise noted. Multiply distances shown by 1.00002 to obtain ground level distances, stationing included.

SHEET 1 OF 4

 Mark Thomas & Company Inc.
Scale: None
Date 16-Sep 2013
Drawn By RPM
Checked By MJS

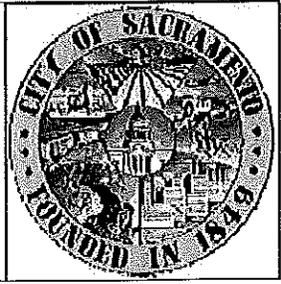
EXHIBIT B
PARCEL 004-07 & 09
APN 119-0080-029 & 037
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA





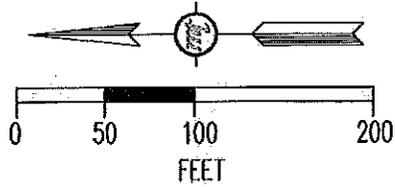
 Thomas & Company Inc.
 Scale 1"=100'
 Date 16-Sep 2013
 Drawn By RPM
 Checked By MJS

EXHIBIT B
PARCEL 004-07 & 09
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SACRAMENTO COUNTY, CALIFORNIA



SEE SHEET 2

1



SACRAMENTO REGIONAL
COUNTY SANITATION
DISTRICT

S74°02'32"N
1358.01'

CURVE A

2

PARCEL 004-09
0.47± Acres
20,647± SQ FT

REGIONAL TRANSIT (RT)
AERIAL EASEMENT
DOC #20120424-0636

POB
PARCEL
004-07 & 09

49.80'

RT FEE AREA 484 SQ FT SEE SHEET 4

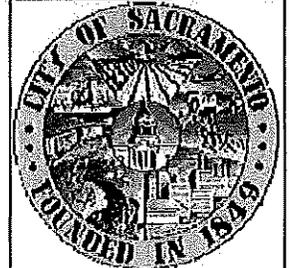
SHEET 3 OF 4

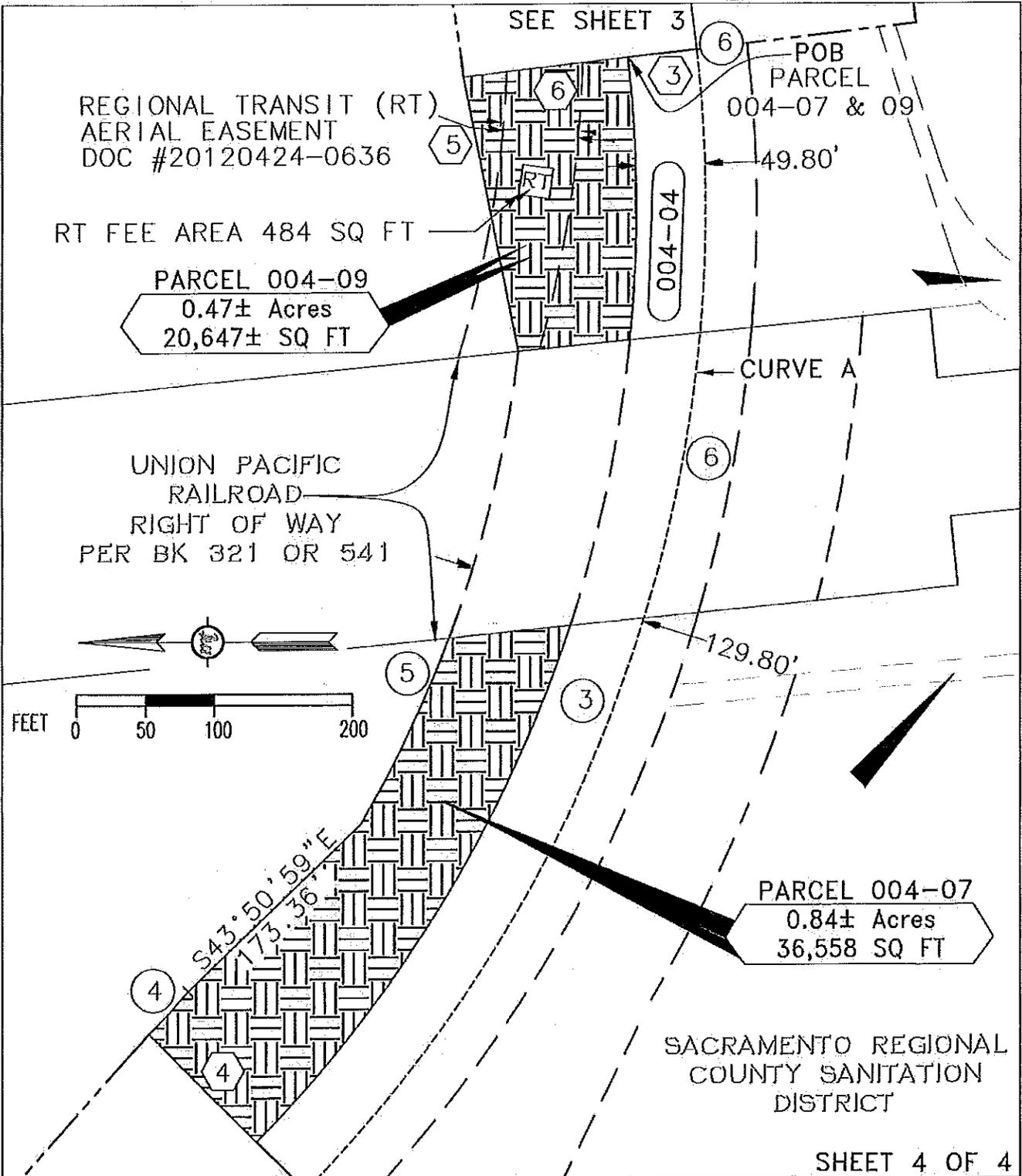


Thomas &
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Inc.

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SACRAMENTO COUNTY, CALIFORNIA





SHEET 4 OF 4

 Thomas & Company Inc.
Scale 1"=100'
Date 16-Sep 2013
Drawn By RPM
Checked By MJS

EXHIBIT B
PARCEL 004-07 & 09
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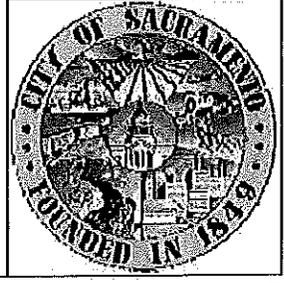


EXHIBIT "C"

PARCEL 004-08

All that property situate in the County of Sacramento, State of California, being a portion of the property as described in the Final Order and Decree of Condemnation to the Sacramento Regional County Sanitation District (SRCSD), recorded January 28, 1976 in Book 760128 at Page 50, Official Records of Sacramento County; in the Grant Deed to the SRCSD recorded February 20, 1975 in Book 750220 at Page 230, Official Records of Sacramento County; and the Grant Deed to SRCSD recorded December 31, 1974 in Book 741231 at Page 1589, Official Records of Sacramento County, more particularly described as Parcels A and B below.

Parcel A

A strip of land 15.00 feet in width, as measured at right angles, lying easterly, northeasterly and northerly of the following line:

Commencing at a 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°22'49" West, 21.41 feet to the West line of Erhardt Acres, as shown on said plat; thence leaving last said line, South 77°56'02" West, 3,787.65 feet; thence South 72°03'12" West, 103.12 feet to the beginning of a curve concave southeast, having a radius of 150.00 feet and chord bearing South 34°51'07" West, 181.38 feet; thence through a central angle of 74°24'10", 194.78 feet along said curve; thence South 02°20'58" East, 232.76 feet to the beginning of a curve concave east, having a radius of 235.00 feet and a chord bearing South 12°48'18" East, 85.29 feet; thence through a central angle of 20°54'41", 85.77 feet along said curve to the beginning of a reversing curve concave west, having a radius of 165.00 feet and chord bearing South 06°47'03" East, 93.59 feet; thence through a central angle of 32°57'10", 94.90 feet along said curve to the

beginning of a reversing curve concave east, having a radius of 435.00 feet and a chord bearing South 02°24'31" West, 110.30 feet; thence through a central angle of 14°34'01", 110.59 feet along said curve; thence South 04°52'29" East, 361.82 feet; thence South 07°53'51" East, 196.15 feet; thence South 05°21'32" East, 196.90 feet to the beginning of curve concave easterly, having a radius of 195.00 feet and a chord bearing South 18°23'18" East, 87.93 feet; thence through a central angle of 26°03'32", 88.69 feet along said curve; thence South 31°25'04" East, 105.95 feet to the beginning of a curve concave northwesterly, having a radius of 75.00 feet and a chord bearing South 26°06'42" West, 126.55 feet; thence through a central angle of 115°03'32", 150.61 feet along said curve; thence South 83°38'28" West, 194.28 feet to the beginning of a curve concave northeasterly, having a radius of 75.00 feet and a chord bearing North 38°05'12" West, 127.58 feet; thence through a central angle of 116°32'40", 152.56 feet along said curve; thence North 20°11'08" East, 96.94 feet to the beginning of a curve concave westerly, having a radius of 190.00 feet and a chord bearing North 07°48'21" East, 81.47 feet; thence through a central angle of 24°45'33", 82.10 feet along said curve; thence North 04°34'25" West, 605.66 feet; thence North 02°48'28" West, 162.22 feet to the beginning of a curve concave southwesterly, having a radius of 75.00 feet and a chord bearing North 23°16'35" West, 52.45 feet; thence through a central angle of 40°56'14", 53.59 feet along said curve to a reversing curve, having a radius of 120.00 feet and a chord bearing North 24°39'57" West, 78.45 feet; thence through a central angle of 38°09'30", 79.91 feet along said curve; thence North 05°35'12" West, 89.02 feet; thence North 15°31'22" West, 85.97 feet to the beginning of a curve, concave easterly, having a radius of 430.00 feet and a chord bearing North 10°11'24" West, 79.93 feet; thence through a central angle of 10°39'56", 80.04 feet along said curve; thence North 04°51'26" West, 518.25 feet to a curve having a radius of 1,036.40 feet and a chord which bears South 70°16'17" East, 16.50 feet, which lies 36.40 feet southerly, as measured radial, from a curve hereinafter referred to as Curve A, concave to the north, having a radius of 1,000 feet and a chord which bears North 75°35'50" West, 1,010.87 feet, the easterly terminus of said Curve A bears from said 2" Brass Disc the following five (5) courses:

- 1) along said centerline of Consumnes River Boulevard, South 86°22'49" West, 21.41 feet to the West line of Erhardt Acres, as shown on said plat;

- 2) along said West line South 03°35'29" East, 20.53 feet;
- 3) leaving said West line, South 86°25'28" West, 1,520.49 feet to the beginning of a curve concave to the south, having a radius of 3,480.00 feet and a chord bearing South 80°14'00" West, 750.60 feet;
- 4) westerly through a central angle of 12°22'56", 752.06 feet along said curve, and
- 5) South 74°02'32" West, 1,358.01 feet to the beginning of said Curve A;

thence easterly through a central angle of 00°54'43", 16.50 feet along said 1,036.40 foot radius curve to the **Point of Beginning**; thence South 04°51'26" East, 511.38 feet to the beginning of a curve concave easterly, having a radius of 415.00 feet and chord bearing South 10°11'24" East, 77.14 feet; thence through a central angle of 10°39'56", 77.25 feet along said curve; thence South 15°31'22" East, 87.27 feet; thence South 05°35'12" East, 90.32 feet to the beginning of a curve concave easterly, having a radius of 105.00 feet and chord which bears South 24°39'57" East, 68.64 feet; thence through a central angle of 38°09'30", 69.93 feet along said curve to a reverse curve having a radius of 90.00 feet and a chord bearing South 23°16'35" East, 62.94 feet; thence through a central angle of 40°56'14", 64.30 feet along said curve; thence South 02°48'28" East, 161.99 feet; thence South 04°34'25" East, 605.43 feet to the beginning of a curve concave westerly, having a radius of 205.00 feet and chord which bears South 07°48'21" West, 87.90 feet; thence through a central angle of 24°45'33", 88.59 feet along said curve; thence South 20°11'08" West, 96.94 feet to the beginning of a curve concave northeasterly, having a radius of 60.00 feet and chord which bears South 38°05'12" East, 102.07 feet; thence through a central angle of 116°32'40", 122.05 feet along said curve; thence North 83°38'28" East, 71.69 feet to the westerly line of the Union Pacific Rail Road Right-of-Way as described in deed recorded October 6, 1930, in Book 321, Official Records of Sacramento County, at Page, 641, and the **Point of Termination**.

Parcel B

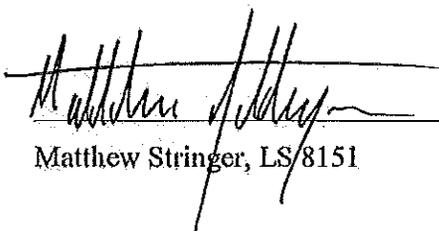
Commencing at the easterly terminus of said Curve A; thence westerly through a central angle of 60°43'14", 1,059.77 feet along said Curve A to a radial line; thence along said radial line South 44°45'47" West, 36.40 feet to the **Point of Beginning**; thence continuing along said radial line, South 44°45'47" West, 118.60 feet to the beginning of a curve lying

concentric and 155.00 feet southerly of said Curve A, having a radius of 1,155.00 feet and a chord which bears South 46°40'10" East, 57.74 feet; thence through a central angle of 02°51'54", 57.75 feet along said curve; thence South 63°26'40" East, 229.99 feet to the beginning of a curve lying concentric and 116.40 feet southerly of said Curve A, having a radius of 1,116.40 feet and a chord which bears South 67°28'54" East, 307.68 feet; thence through a central angle of 15°50'29", 308.66 feet along said curve to the westerly line of the Union Pacific Rail Road Right-of-Way as described in the deed recorded October 6, 1930, in Book 321, at Page 541, Official Records of Sacramento County; thence along said westerly line North 05°37'37" West, 85.71 feet to the beginning of a curve concave northerly, lying concentric and 36.40 feet southerly of said Curve A, having a radius of 1036.40 feet and a chord which bears North 59°30'02" West, 510.70 feet; thence through a central angle of 28°31'37", 516.01 feet along said curve to the **Point of Beginning**.

Parcel A and Parcel B containing 78,974 square feet or 1.81 acres, more or less.

Bearings and distances used in the above descriptions are based upon the California Coordinate System of 1983, epoch 1997.30, Zone (2). Distances are in US Survey feet, multiply the distances shown above by 1.00002 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 Surveyors Act.

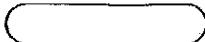

Matthew Stringer, LS 8151



September 16, 2013
Date

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

LEGEND

-  BY SEPARATE DOCUMENT
-  THIS DESCRIPTION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINATION
- CB CHORD BEARING
- CH CHORD
- (T) TOTAL DISTANCE

COURSE TABLE

- ① S86°22'49"W 21.41'
- ② S03°35'29"E 20.53'
- ③ S15°31'22"E 87.27'
- ④ S05°35'12"E 90.32'
- ⑤ S20°11'08"W 96.94'
- ⑥ N83°38'28"E 71.69'
- ⑦ S63°26'40"E 229.99'
- ⑧ N05°37'37"W 85.71'
- ⑨ S44°45'47"W 118.60'
- ⑩ S72°03'12"W 103.12'
- ⑪ S07°53'51"E 196.15'
- ⑫ S05°21'32"E 196.90'
- ⑬ S31°25'04"E 105.95'
- ⑭ S83°38'28"W 194.28'
- ⑮ N20°11'08"E 96.94'
- ⑯ N02°48'28"W 162.22'
- ⑰ N05°35'12"W 89.02'
- ⑱ N15°31'22"W 85.97'
- ⑲ S44°45'47"W 36.40'



Matthew J. Stringer
 September 16, 2013

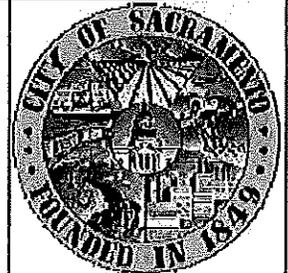
Bearings and distances shown are based on the California Coordinate System of 1983, Epoch 1997.30 Zone 2. Distances are in US survey feet unless otherwise noted. Multiply distances shown by 1.00002 to obtain ground level distances, stationing included.

SHEET 1 OF 8



Scale: None
 Date 16-Sep 2013
 Drawn By RPM
 Checked By MJS

EXHIBIT D
 PARCEL 004-08
 APNS 119-0080-014 & 029
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 IN THE CITY OF SACRAMENTO
 SACRAMENTO COUNTY, CALIFORNIA



CURVE TABLE

①

R=3480.00'
L=752.06'
 $\Delta = 12^{\circ} 22' 56''$
CB=S80°14'00"W
CH=750.60'

②

R=1000.00'
L=1059.77'
 $\Delta = 60^{\circ} 43' 14''$
CB=N75°35'50"W
CH=1010.87'

④

R=1036.40'
L=516.01'
 $\Delta = 28^{\circ} 31' 37''$
CB=N59°30'02"W
CH=510.70'

⑤

R=415.00'
L=77.25'
 $\Delta = 10^{\circ} 39' 56''$
CB=S10°11'24"E
CH=77.14'

⑥

R=105.00'
L=69.93'
 $\Delta = 38^{\circ} 09' 30''$
CB=S24°39'57"E
CH=68.64'

⑦

R=90.00'
L=64.30'
 $\Delta = 40^{\circ} 56' 14''$
CB=S23°16'35"E
CH=62.94'

⑧

R=205.00'
L=88.59'
 $\Delta = 24^{\circ} 45' 33''$
CB=S07°48'21"W
CH=87.90'

⑨

R=60.00'
L=122.05'
 $\Delta = 116^{\circ} 32' 40''$
CB=S38°05'12"E
CH=102.07'

⑩

R=1116.40'
L=308.66'
 $\Delta = 15^{\circ} 50' 29''$
CB=S67°28'54"E
CH=307.68'

⑪

R=1155.00'
L=57.75'
 $\Delta = 02^{\circ} 51' 54''$
CB=S46°40'10"E
CH=57.74'

⑫

R=150.00'
L=194.78'
 $\Delta = 74^{\circ} 24' 10''$
CB=S34°51'07"W
CH=181.38'

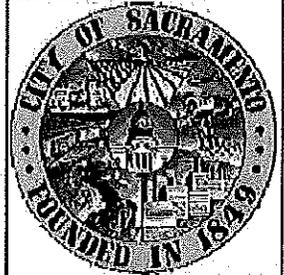
SHEET 2 OF 8



Mark
Thomas &
Company
Inc.

Scale: None
Date 16-Sep 2013
Drawn By RPM
Checked By MJS

EXHIBIT D
PARCEL 004-08
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SACRAMENTO COUNTY, CALIFORNIA



CURVE TABLE

(13)

R=235.00'
L=85.77'
 $\Delta = 20^\circ 54' 41''$
CB=S12°48'18"E
CH=85.29'

(14)

R=165.00'
L=94.90'
 $\Delta = 32^\circ 57' 10''$
CB=S06°47'03"E
CH=93.59'

(15)

R=435.00'
L=110.59'
 $\Delta = 14^\circ 34' 01''$
CB=S02°24'31"W
CH=110.30'

(16)

R=195.00'
L=88.69'
 $\Delta = 26^\circ 03' 32''$
CB=S18°23'18"E
CH=87.93'

(17)

R=75.00'
L=150.61'
 $\Delta = 115^\circ 03' 32''$
CB=S26°06'42"W
CH=126.55'

(18)

R=75.00'
L=152.56'
 $\Delta = 116^\circ 32' 40''$
CB=N38°05'12"W
CH=127.58'

(19)

R=190.00'
L=82.10'
 $\Delta = 24^\circ 45' 33''$
CB=N07°48'21"E
CH=81.47'

(20)

R=75.00'
L=53.59'
 $\Delta = 40^\circ 56' 14''$
CB=N23°16'35"W
CH=52.45'

(21)

R=120.00'
L=79.91'
 $\Delta = 38^\circ 09' 30''$
CB=N24°39'57"W
CH=78.45'

(22)

R=430.00'
L=80.04'
 $\Delta = 10^\circ 39' 54''$
CB=N10°11'24"W
CH=79.93'

(23)

R=1036.40'
L=16.50'
 $\Delta = 00^\circ 54' 43''$
CB=N70°16'17"W
CH=16.50'

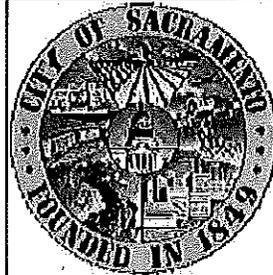
SHEET 3 OF 8

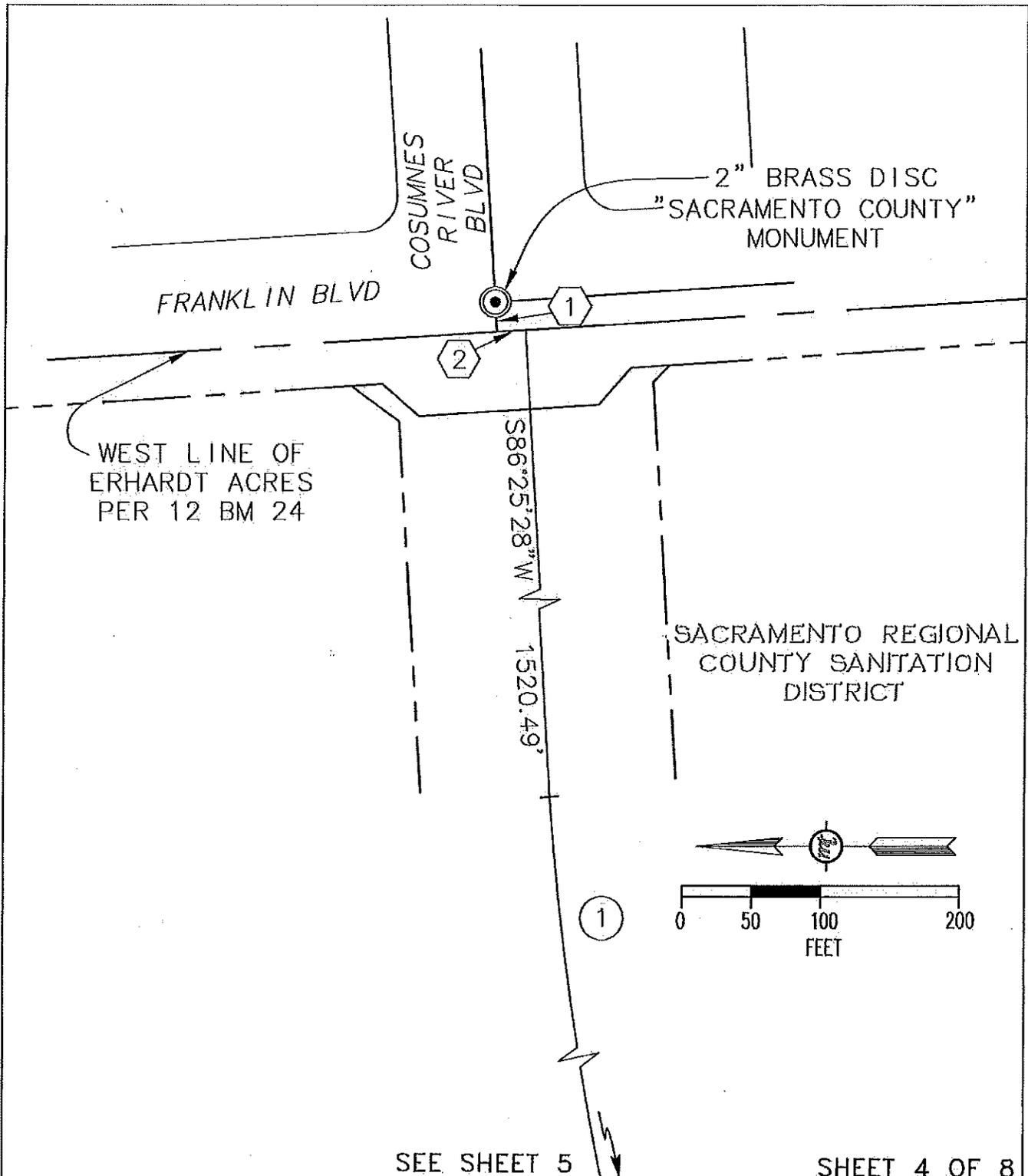


Mark
Thomas &
Company
Inc.

Scale: None
Date 16-Sep 2013
Drawn By RPM
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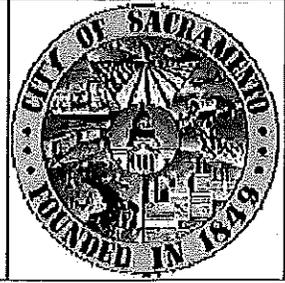


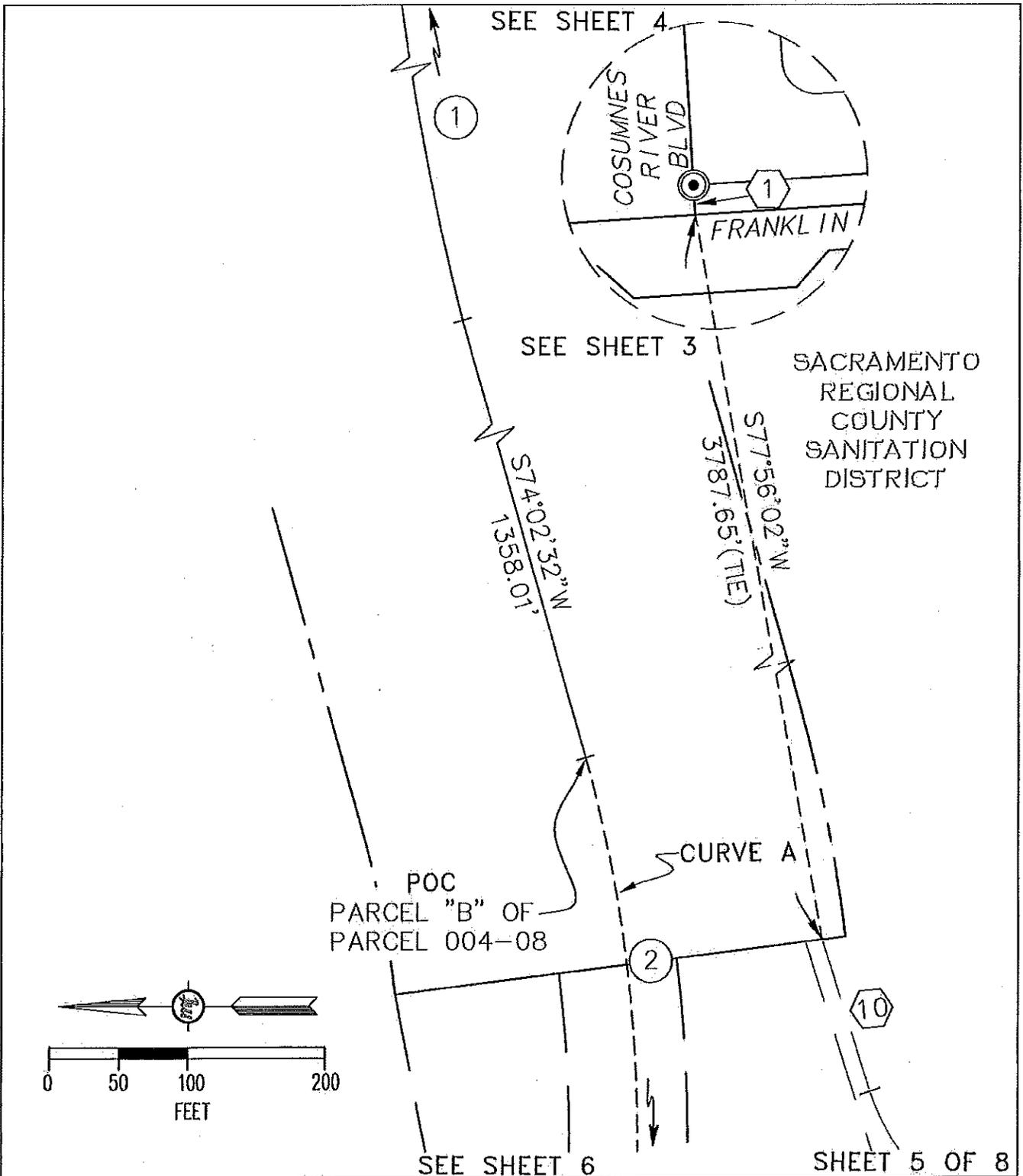
SEE SHEET 5

SHEET 4 OF 8

 Thomas &
Company
Inc.
Scale 1"=100'
Date 16-Sep 2013
Drawn By RPM
Checked By MJS

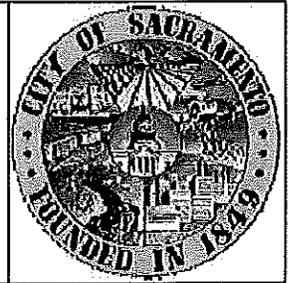
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SACRAMENTO COUNTY, CALIFORNIA

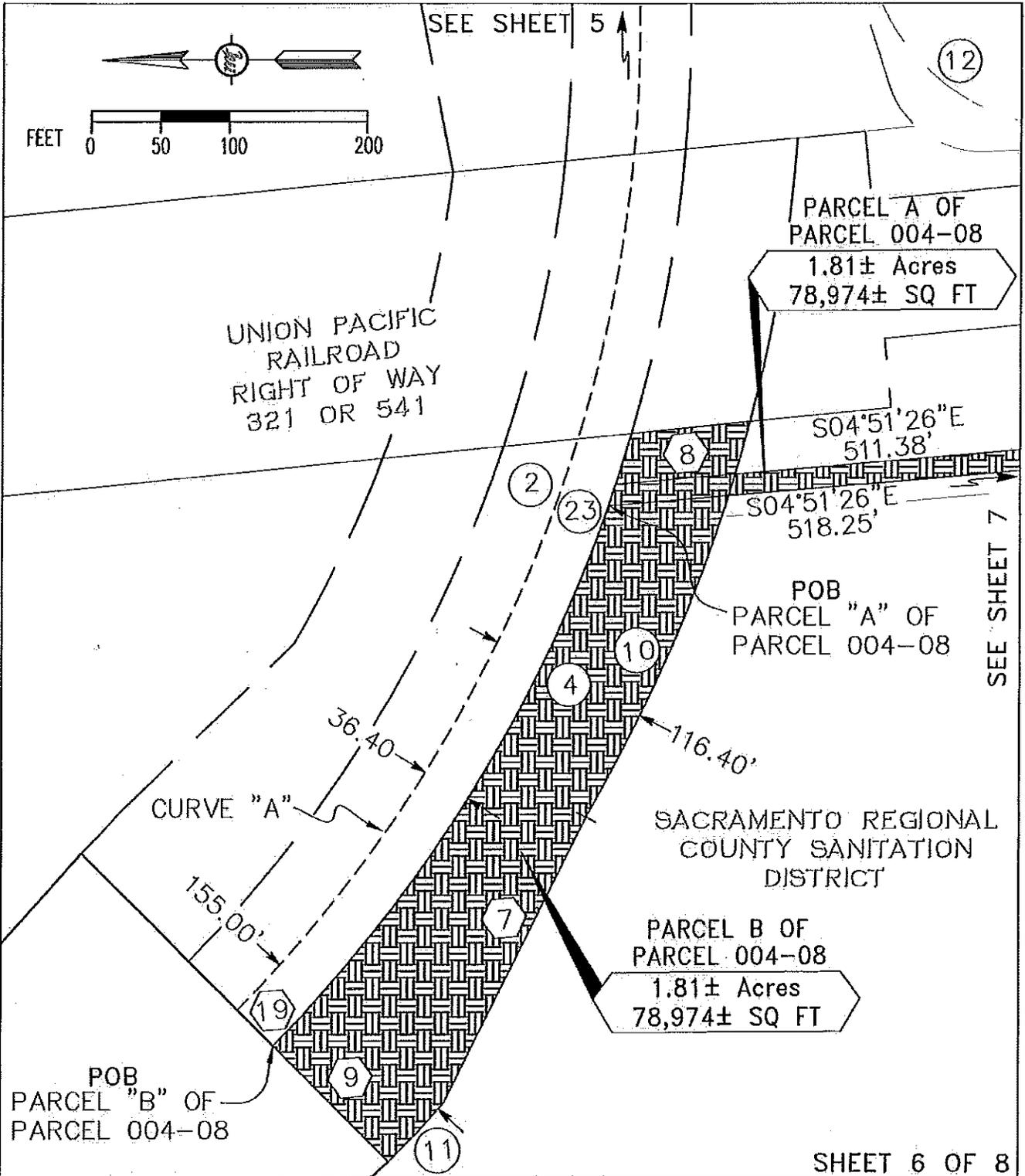




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 SACRAMENTO COUNTY, CALIFORNIA





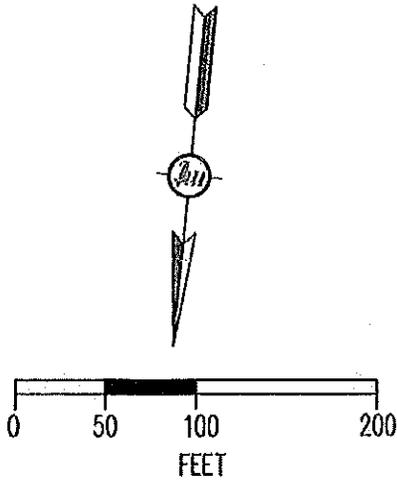
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 SACRAMENTO COUNTY, CALIFORNIA



SEE SHEET 8

SACRAMENTO REGIONAL
COUNTY SANITATION
DISTRICT



S04°52'29"E
361.82

15

14

13

S02°20'58"E
232.76

12

UNION PACIFIC
RAILROAD
RIGHT OF WAY
321 OR 541

S02°48'28"E
161.99

7

6

4

3

5

S04°51'26"E
511.38

5

N04°51'26"W
518.25

22

16

20

21

17

18

PARCEL A OF
PARCEL 004-08
1.81± Acres
78,974± SQ FT

SACRAMENTO
REGIONAL
COUNTY
SANITATION
DISTRICT

SEE SHEET 6

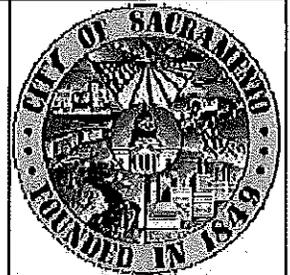
SHEET 7 OF 8

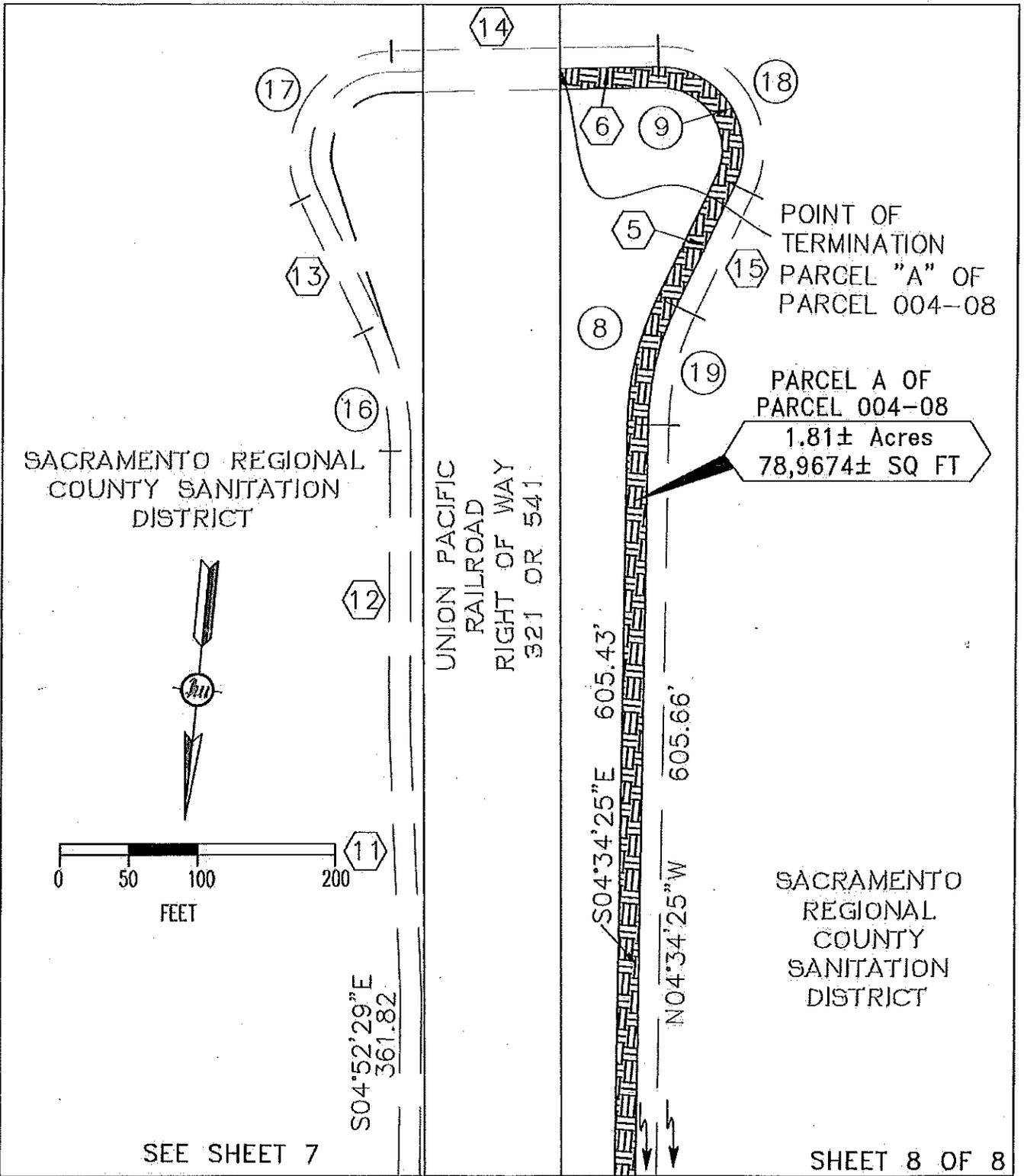


Thomas &
Company
Inc.

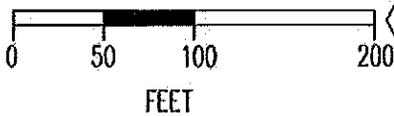
Scale 1"=100'
Date 16-Sep 2013
Drawn By RPM
Checked By MJS

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SACRAMENTO COUNTY, CALIFORNIA





SACRAMENTO REGIONAL
COUNTY SANITATION
DISTRICT



UNION PACIFIC
RAILROAD
RIGHT OF WAY
321 OR 541

POINT OF
TERMINATION
PARCEL "A" OF
PARCEL 004-08

PARCEL A OF
PARCEL 004-08
1.81± Acres
78,9674± SQ FT

SACRAMENTO
REGIONAL
COUNTY
SANITATION
DISTRICT

SEE SHEET 7

SHEET 8 OF 8

 Thomas &
Company
Inc.
Scale 1"=100'
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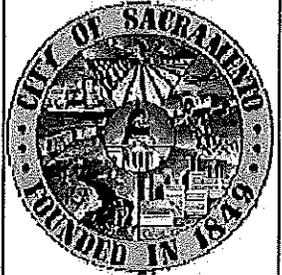


EXHIBIT "E"

PARCEL 004-10

All that property situate in the County of Sacramento, State of California, being a portion of the property as described in the Final Order and Decree of Condemnation to the Sacramento Regional County Sanitation District (SRCSD), recorded January 28, 1976 in Book 760128 at Page 50, Official Records of Sacramento County; in the Grant Deed to the SRCSD recorded February 20, 1975 in Book 750220 at Page 230, Official Records of Sacramento County; and the Grant Deed to SRCSD recorded December 31, 1974 in Book 741231 at Page 1589, Official Records of Sacramento County, more particularly described as follows:

Commencing at a 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°22'49" West, 21.41 feet to the West line of Erhardt Acres, as shown on said plat; thence leaving last said centerline, South 77°56'02" West, 3,787.65 feet to the **Point of Beginning**; thence North 06°37'59" West, 96.31 feet to the beginning of a curve, concave northerly, having a radius of 1,036.40 feet and chord which bears South 89°01'41" West, 205.17 feet, which lies 36.40 feet southerly, as measured radial, from a curve hereinafter referred to as Curve A, concave to the north, having a radius of 1,000 feet and a chord which bears North 75°35'50" West, 1,010.87 feet, the easterly terminus of said Curve A bears from said 2" Brass Disc the following five (5) courses:

- 1) along said centerline of Consumnes River Boulevard, South 86°22'49" West, 21.41 feet to the West line of Erhardt Acres, as shown on said plat;
- 2) along said West line South 03°35'29" East, 20.53 feet;

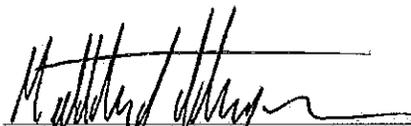
- 3) leaving said West line, South 86°25'28" West, 1,520.49 feet to the beginning of a curve concave to the south, having a radius of 3,480.00 feet and a chord bearing South 80°14'00" West, 750.60 feet;
- 4) westerly through a central angle of 12°22'56", 752.06 feet along said curve, and
- 5) South 74°02'32" West, 1,358.01 feet to the beginning of said Curve A;

thence continuing along Parcel 004-10, westerly through a central angle of 11°21'39", 205.50 feet along said 1,036.40 foot radius curve to the easterly line of the Union Pacific Rail Road Right-of-Way, as described in deed recorded October 6, 1930, in Book 321, Official Records of Sacramento County, at Page 541; thence along said easterly line, and the prolongation thereof, South 05°37'37" East, 167.32 feet to the beginning of a curve concave southeasterly, having a radius of 70.00 feet and chord which bears North 57°15'36" East, 35.75 feet; thence through a central angle of 29°35'12", 36.15 feet along said curve; thence North 72°03'12" East, 178.47 feet to the **Point of Beginning**.

Containing 25,514 square feet or 0.59 acres, more or less.

Bearings and distances used in the above descriptions are based upon the California Coordinate System of 1983, epoch 1997.30, Zone (2). Distances are in US Survey feet, multiply the distances shown above by 1.00002 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 Surveyors Act.

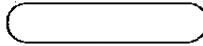
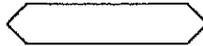

Matthew Stringer, LS 8151



September 16, 2013
Date

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

LEGEND

-  BY SEPARATE DOCUMENT
-  THIS DESCRIPTION
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINATION
- CB CHORD BEARING
- CH CHORD
- (T) TOTAL DISTANCE

COURSE TABLE

- ① S86°22'49"W 21.41'
- ② S03°35'29"E 20.53'
- ③ N06°37'59"W 96.31'
- ④ S05°37'37"E 167.32'
- ⑤ N72°03'12"E 178.47'

CURVE TABLE

①
 R=3480.00'
 L=752.06'
 Δ=12°22'56"
 CB=S80°14'00"W
 CH=750.60'

③
 R=1036.40'
 L=205.50'
 Δ=11°21'39"
 CB=S89°01'41"W
 CH=205.17'

②
 R=1000.00'
 L=1059.77'
 Δ=60°43'14"
 CB=N75°35'50"W
 CH=1010.87'

④
 R=70.00'
 L=36.15'
 Δ=29°35'12"
 CB=N57°15'36"E
 CH=35.75'

⑤
 R=1000.00'
 L=897.38'
 Δ=51°24'57"
 CB=N70°56'42"W
 CH=867.57'



Matthew J. Stringer
 September 16, 2013

Bearings and distances shown are based on the California Coordinate System of 1983, Epoch 1997.30 Zone 2. Distances are in US survey feet unless otherwise noted. Multiply distances shown by 1.00002 to obtain ground level distances, stationing included.

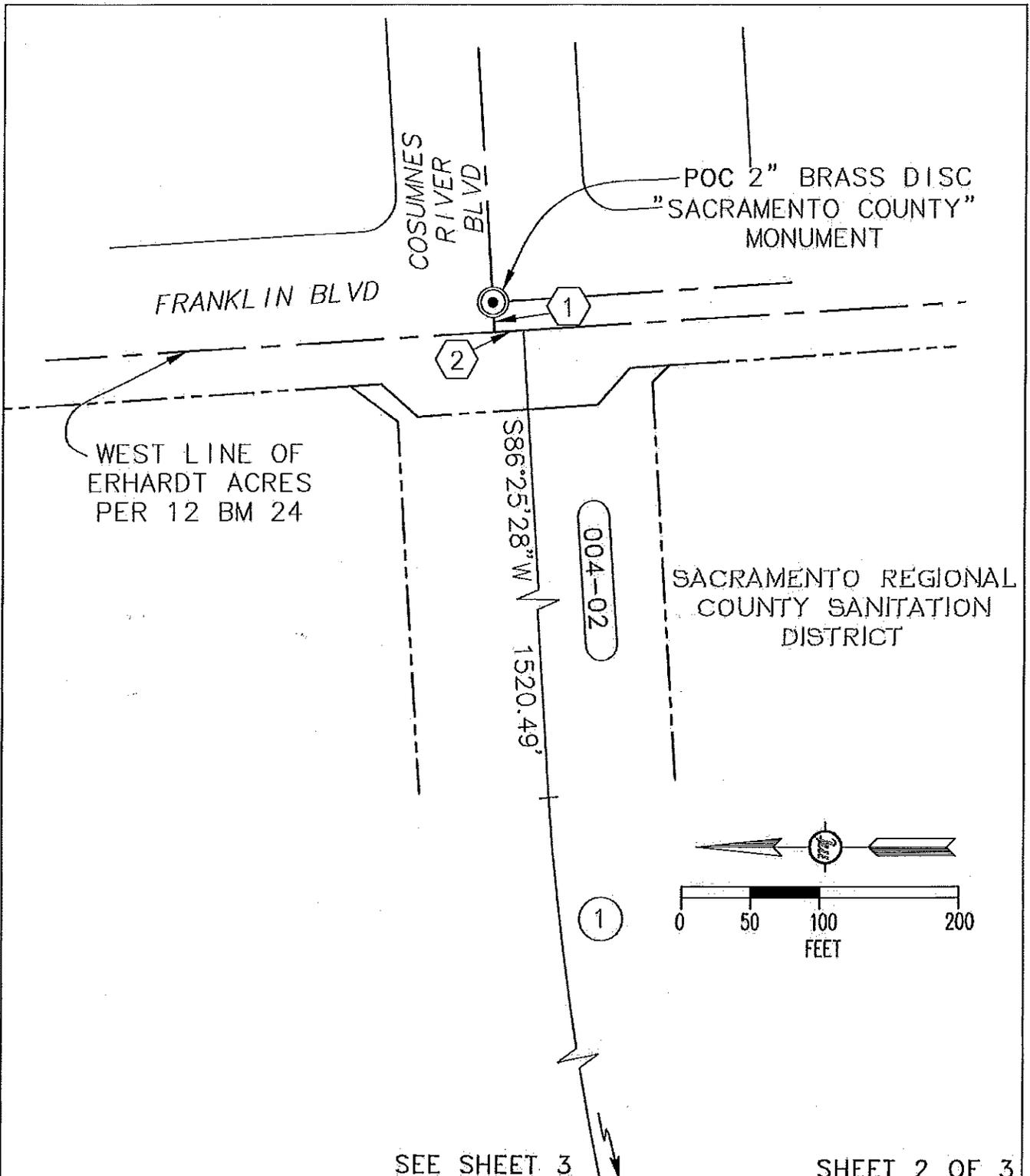
SHEET 1 OF 3



Mark Thomas & Company Inc.
 Scale: None
 Date 16-Sep 2013
 Drawn By RPM
 Checked By MJS

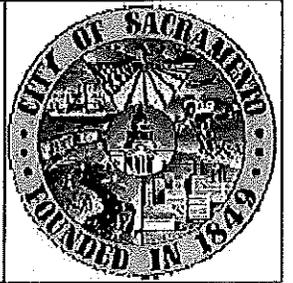
EXHIBIT F
 PARCEL 004-10
 APN 119-0080-037
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 IN THE CITY OF SACRAMENTO
 SACRAMENTO COUNTY, CALIFORNIA

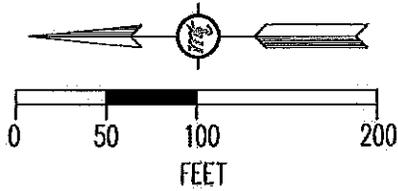




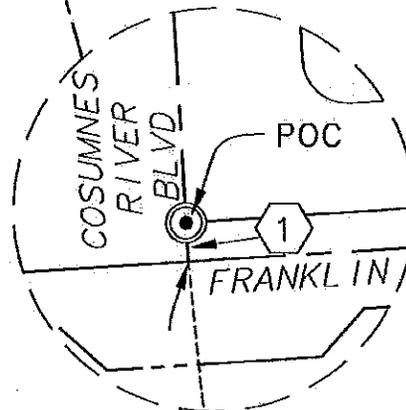
 Thomas & Company Inc.
 Scale 1"=100'
 Date 16-Sep 2013
 Drawn By RPM
 Checked By MJS

EXHIBIT F
 PARCEL 004-10
 APN 119-0080-037
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 IN THE CITY OF SACRAMENTO
 SACRAMENTO COUNTY, CALIFORNIA





SEE SHEET 2



SEE SHEET 2

SACRAMENTO
REGIONAL
COUNTY
SANITATION
DISTRICT

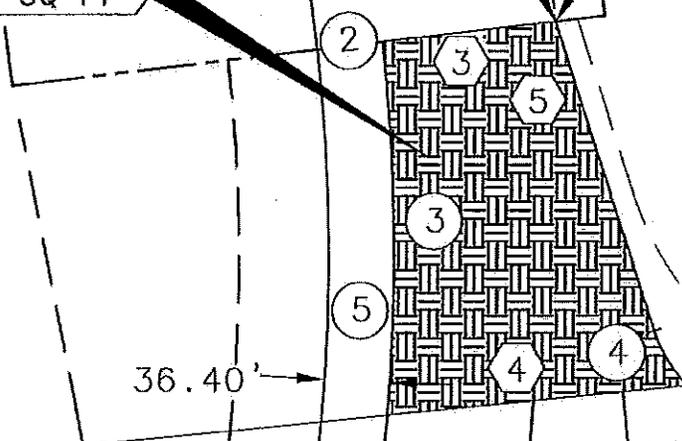
CURVE A
EASTERLY TERMINUS

S74°02'32" W
1358.01'

S77°56'02" W
3787.65' (TIE)

PARCEL 004-10
0.59± Acres
25,514± SQ FT

POB
PARCEL
004-10



SHEET 3 OF 3



Thomas &
Company
Inc.

Scale 1"=100'
Date 16-Sep 2013
Drawn By RPM
Checked By MJS

EXHIBIT F
PARCEL 004-10
APN 119-0080-037

PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA



EXHIBIT "G"

PARCEL 004-11

All that property situate in the County of Sacramento, State of California, being a portion of the property as described in the Final Order and Decree of Condemnation to the Sacramento Regional County Sanitation District (SRCSD), recorded January 28, 1976 in Book 760128 at Page 50, Official Records of Sacramento County; in the Grant Deed to the SRCSD recorded February 20, 1975 in Book 750220 at Page 230, Official Records of Sacramento County; and the Grant Deed to SRCSD recorded December 31, 1974 in Book 741231 at Page 1589, Official Records of Sacramento County, more particularly described as follows:

All that portion of the following described parcel lying easterly of the easterly line of the Union Pacific Rail Road Right-of-Way as described in deed recorded October 6, 1930, in Book 321, Official Records of Sacramento County, at Page 641:

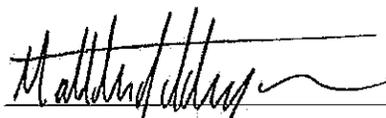
Commencing at a found 2" Brass Disc stamped "Sacramento County" marking the intersection of the New Centerline of Franklin Boulevard and the Centerline of Cosumnes River Boulevard as said intersection is shown on the "Plat of Southport Village" filed May 31, 1990 in Book 205 of Maps, Map No. 9, Sacramento County Records; thence along said centerline of Cosumnes River Boulevard, South $86^{\circ}22'49''$ West, 21.41 feet to the West line of Erhardt Acres, as shown on said plat; thence leaving last said centerline South $56^{\circ}17'23''$ West, 4,531.04 feet to the **Point of Beginning** and the beginning of a curve concave northwesterly, having a radius of 60.00 feet and a chord which bears North $26^{\circ}06'42''$ East, 101.24 feet; thence through a central angle of $115^{\circ}03'32''$, 120.49 feet along said curve; thence North $31^{\circ}25'04''$ West, 105.95 feet to the beginning of a curve concave easterly, having a radius of 210.00 feet and a chord which bears North $29^{\circ}50'31''$ West, 11.55 feet; thence through a central angle of $03^{\circ}09'06''$, 11.55 feet along said curve; thence South $24^{\circ}09'51''$ East, 124.17 feet to the beginning of a curve concave northwesterly, having a radius of 45.00 feet and a chord which bears South $29^{\circ}44'19''$ West, 72.72 feet;

thence through a central angle of $107^{\circ}48'18''$, 84.67 feet along said curve; thence South $83^{\circ}38'28''$ West, 22.39 feet to the easterly line of said Union Pacific Rail Road right-of-way; thence along said easterly line, South $05^{\circ}37'37''$ East, 15.00 feet; thence leaving said easterly line, North $83^{\circ}38'28''$ East, 22.58 feet to the **Point of Beginning**.

Containing 2,760 square feet or 0.06 acres, more or less.

Bearings and distances used in the above descriptions are based upon the California Coordinate System of 1983, epoch 1997.30, Zone (2). Distances are in US Survey feet, multiply the distances shown above by 1.00002 to obtain ground level distances.

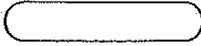
This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Matthew Stringer, LS 8151



September 16, 2013
Date

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

 BY SEPARATE DOCUMENT
 THIS DESCRIPTION
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 POT POINT OF TERMINATION
 CB CHORD BEARING
 CH CHORD
 (T) TOTAL DISTANCE

COURSE TABLE

 S86°22'49"W 21.41'
 N83°38'28"E 22.58'
 S83°38'28"W 22.39'
 S05°37'37"E 15.00'



Matthew J. Stringer
September 16, 2013

CURVE TABLE

①	②	③
R=60.00'	R=210.00'	R=45.00'
L=120.49'	L=11.55'	L=84.67'
Δ=115°03'32"	Δ=03°09'06"	Δ=107°48'18"
CB=N26°06'42"E	CB=N29°50'31"W	CB=S29°44'19"W
CH=101.24'	CH=11.55'	CH=72.72'

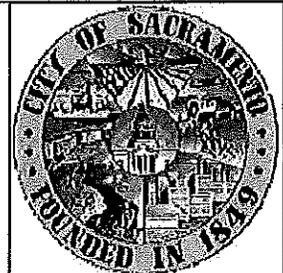
Bearings and distances shown are based on the California Coordinate System of 1983, Epoch 1997.30 Zone 2. Distances are in US survey feet unless otherwise noted. Multiply distances shown by 1.00002 to obtain ground level distances, stationing included.

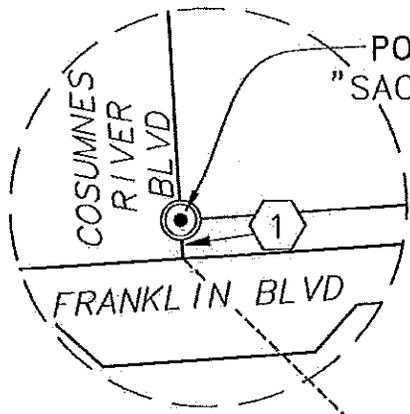
SHEET 1 OF 2



Scale: None
 Date 16-Sep 2013
 Drawn By RPM
 Checked By MJS

EXHIBIT H
 PARCEL 004-II
 APN 119-0080-013
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 IN THE CITY OF SACRAMENTO
 SACRAMENTO COUNTY, CALIFORNIA

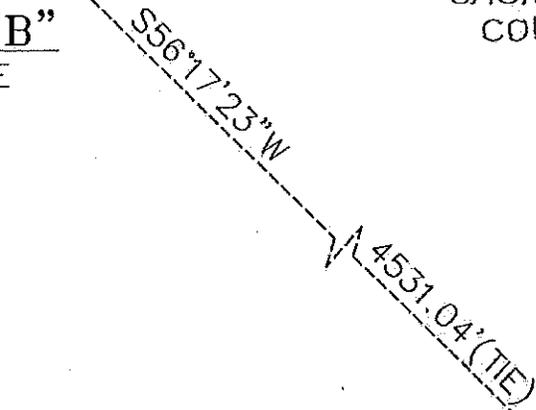




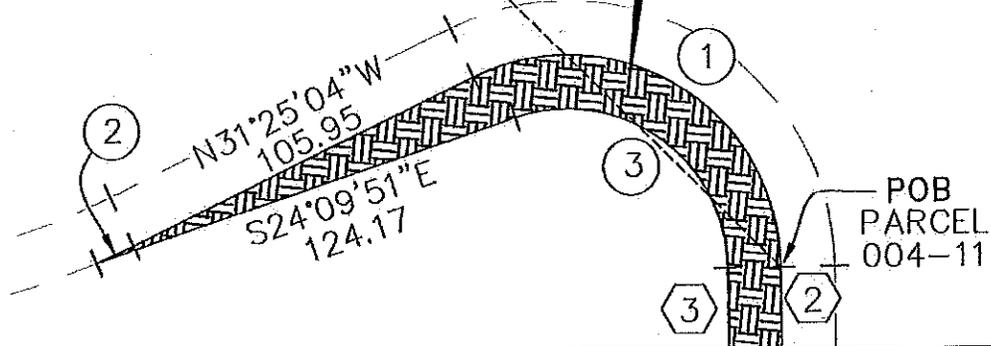
POC 2" BRASS DISC
"SACRAMENTO COUNTY"
MONUMENT

DETAIL "B"
NO SCALE

SACRAMENTO REGIONAL
COUNTY SANITATION
DISTRICT



PARCEL 004-11
0.06± Acres
2,760± SQ FT



UNION PACIFIC
RAILROAD
RIGHT OF WAY
321 OR 541

POB
PARCEL
004-11



DETAIL "A"
NO SCALE

SHEET 2 OF 2

 Mark
Thomas &
Company
Inc.
Scale: None
Date 16-Sep 2013
Drawn By RPM
Checked By MJS

EXHIBIT H
PARCEL 004-II
APN 119-0080-013
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA

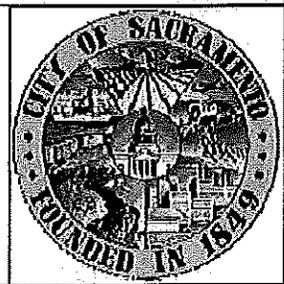


Exhibit "E"

Title exceptions that will not be removed: as shown in Fidelity National Title Company
Preliminary Title Report Number 13-5015393, dated January 8, 2015

Title Report Exception No.	Description
6	Easement for gas facilities
7	Easement for aerial and underground wires with associated poles
8	Easement for public street purposes over that portion of said land within Franklin Boulevard
9	Easement for the purposes of a pipeline
16	Easement for the purposes of electrical facilities
17	Easement for the purposes of communication facilities
18	Easement for the purposes of communication facilities
19	Easement for the purposes of electrical facilities
20	Easement for the purposes of electrical facilities
23	Easement for the purposes of gas and communication facilities
24	Easement for the purposes of gas and communication facilities
27	Matters in document entitled "Grant of Perpetual Easement for Flood Control Works"
28	Easement for pipeline
29	Matters contained in certain document "Grant of Easement"
30	Easement for sewer
31	Matters contained in certain document "Easement for Sewer"
32	Easement for flood control works
33	Matters contained in certain document "Grant of Perpetual Easement for Flood Control Works"
34	Easement for flowage
35	Matters contained in certain document "Easement for Flowage"
36	Easement for Ingress and Egress
37	Matters contained in certain document "Easement for Ingress and Egress"
38	Matters contained in certain document "Easement for Drainage Facilities and Access"
39	Matters contained in certain document "Easement for a Public Light Rail Aerial Structure, Access and Drainage (Stormwater Detention Basin)"

Exhibit "F"

OPERATIONS AND JOINT USE AGREEMENT



**OPERATIONS AND JOINT USE AGREEMENT
BETWEEN
THE CITY OF SACRAMENTO AND THE
SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT**

This Operations and Joint Use Agreement (hereinafter "Agreement") is made and entered into this 3-8 day of 2012, 2012, 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") and the CITY OF SACRAMENTO, a municipal corporation (hereinafter "CITY").

RECITALS

WHEREAS, the CITY proposes to extend the Cosumnes River Boulevard (CRB) from Franklin Boulevard westerly to Interstate 5 (I-5), then continue westerly and terminate at Freeport Boulevard; and

WHEREAS, the proposed CRB project is a four-lane arterial from Franklin Boulevard to 24th Street, a six-lane arterial from 24th Street to I-5, then a four-lane arterial from I-5 to Freeport Boulevard. The CRB project includes two structures, an overhead crossing at Morrison Creek, and an overcrossing and interchange at I-5.

WHEREAS, the CRB project will be located within close proximity of facilities owned and operated by SRCSD, including but not limited to environmental resources, instrumentation and communication conduits, dual 66-inch sanitary sewer force mains, a 96-inch sanitary sewer interceptor, other sewer interceptors, water pipelines, cathodic protection equipment, manhole structures, vaults, roadways, gates and fences; and

WHEREAS, in some portions of the CRB project, the roadway and roadway appurtenances will cross over existing SRCSD property and facilities; specifically, but not limited to: the northbound off-ramp, northbound loop on-ramp, and northbound diagonal on-ramp of the CRB project will cross over the SRCSD 96-inch sanitary sewer interceptor, the 16-inch diameter potable water pipeline, and the CRB arterial roadway will traverse SRCSD property and cross over the SRCSD dual 66-inch sanitary sewer force mains at the Delta Shores intersection; and

WHEREAS, the CITY is purchasing property interests for the CRB project and establishing a public utility easement (PUE) on either side of the alignment, including interests on property currently owned by SRCSD; and

WHEREAS, the SRCSD dual 66-inch sanitary sewer force mains and SRCSD 96-inch sanitary sewer interceptor will remain in place in the PUE on the south side of portions of the CRB alignment; and

WHEREAS, SRCSD is concerned that the construction, operation and maintenance of the CRB project has the potential for damaging, or interfering with the operation and

maintenance of SRCSD facilities that are located within close proximity of the CRB alignment; and

WHEREAS, in partial consideration for SRCSD's grant of a permanent roadway easement to the CITY on SRCSD property and within the Sacramento Regional Wastewater Treatment Plant site (hereinafter at times "Plant Site"), SRCSD has requested that the CITY enter into this Agreement for the purposes of (i) minimizing any potential conflicts between the CRB project and any SRCSD facilities that are in close proximity to the CRB project and (ii) protecting SRCSD facilities during the operation, maintenance and any repair of the CRB project and appurtenances associated with the project, and (iii) establishing roles and responsibilities for long term facility protection and maintenance; and

WHEREAS, the CITY is willing to enter into this Agreement in an effort to ensure protection of its facilities and interests and coordinate the roles and responsibilities within the CRB project area.

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

ARTICLE 1 DEFINITION OF THE AREAS

- 1.01. Area "A" Defined.** Area "A" is that portion of the CITY CRB Roadway Easement located between Freeport Boulevard and the western property line of the SRCSD Plant Site; which is more particularly shown on Exhibit "A", attached hereto and incorporated by this reference.
- 1.02. Area "B" Defined.** Area "B" is that portion of the CITY CRB Roadway Easement located within the Plant Site; which is more particularly shown on Exhibit "B", attached hereto and incorporated by this reference.
- 1.03. SRCSD Easement and Work Areas Defined.** The CITY acknowledges and agrees that its use of the existing SRCSD Easements and Work Areas within Areas "A" and "B" for CITY improvements shall be subject to all of the provisions of the applicable existing SRCSD Easements and/or standard general interceptor easement scope terms (hereinafter Standard Easement Scope Terms), as shown and described in Exhibit "C" attached hereto and made a part hereof.
 - (A) SRCSD Easements Defined.** The "SRCSD Easements" are the existing permanent sewer easements recorded in the Sacramento County Recorder's Office on June 20, 2007 at Book 20070620, Page 1229, on December 17, 1984 at Book 841217 Page 0661, on March 19, 1979, Book 7904-23, Page 781, and on June 16, 1978, Book 78-07-27, Page 1406 and Page 1403, that pre-date the CITY Roadway Easements. These easements are also generally depicted in Exhibit "A".
 - (B) SRCSD Work Areas Defined.** The SRCSD Work Areas are the portions of Area "B" set forth below. For purposes of this Agreement, such Work Areas are subject

to all of the provisions of the Standard Easement Scope Terms. The SRCSD Work Areas are comprised of two sub-areas:

- (i) **SFM Work Area Defined.** The "SFM Work Area" is the portion of Area "B" associated with SRCSD's Lower Northwest Interceptor Sacramento Force Main (SFM) facilities. This SFM Work Area is defined as that 60-foot wide strip of land parallel to and centered on the centerline of the dual 66-inch SFM, as shown on Exhibit "B".
- (ii) **Bradshaw/Central Interceptor Work Area Defined.** The "Bradshaw/Central Interceptor Work Area" is the portion of Area "B" associated with SRCSD's existing Bradshaw and Central Interceptor facilities. This Bradshaw/Central Interceptor Work Area is defined as those 100-foot wide strips of land parallel to and centered on the centerlines of the Bradshaw and Central Interceptors, as shown on Exhibit "B".

ARTICLE 2 RIGHTS AND DUTIES OF THE PARTIES

2.01. Use of the Existing SRCSD Easements and Work Areas. The CITY acknowledges and agrees that its use of the existing SRCSD Easements and Work Areas within Areas "A" and "B" for CITY improvements shall be subject to all of the provisions of the existing SRCSD Easements and/or Easement Scope Terms, as applicable. Accordingly, the CITY shall be required to obtain SRCSD's written approval for all improvements which are constructed and installed within these areas that are not specifically referenced as allowable uses under the existing SRCSD Easements and/or Easement Scope Terms or otherwise identified as an approved use in Section 2.01 (B) (ii) below. In addition, SRCSD requires review and approval of all third party construction and/or maintenance activities within these areas per CITY encroachment permit procedures and practices.

- (A) **Maintenance of CITY Improvements.** The CITY shall maintain, repair and replace any CITY improvements located within the existing SRCSD Easements and Work Areas, excepting those improvements subject to Section 2.01 (B) (i) below, at its sole cost. The CITY agrees to exercise reasonable care to properly maintain the improvements placed by it within such areas and to exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of SRCSD's interceptor facilities which would not have occurred had such work not been done or such use not placed therein.
- (B) **Removal and Replacement of CITY Improvements by SRCSD.** SRCSD shall retain the right to remove all or any part of the CITY's improvements within the existing SRCSD Easements and Work Areas if the removal of such improvements is necessary in order for SRCSD to access and utilize such area, as set forth in the existing SRCSD Easements and/or SRCSD Easement Scope Terms.
 - (i) **Allowable Uses.** Pursuant to plans approved by SRCSD, the CITY has installed certain improvements within the SRCSD Easements and Work Areas. The portion of the improvements shown in Exhibit "D", attached hereto and made a part hereof, that are comprised of the following uses shall be considered "Allowable Uses" as a matter of right: (a) lawn or similar groundcover; (b)

areas planted with species whose mature growth does not exceed five feet in height and which are not environmentally protected; or (c) driveways or surface parking. SRCSD shall be liable for any cost associated with the removal and replacement of any of said Allowable Uses to the extent necessitated by SRCSD's use of the SRCSD Easements or Work Areas.

(ii) **Approved Uses.** SRCSD hereby approves the placement of certain CITY improvements installed by the CITY pursuant to design plans approved by SRCSD, within the SRCSD Easements and Work Areas, as shown and described in Exhibit "D". The parties agree that if the constructed improvements differ from those shown in Exhibit D, this agreement shall be amended to incorporate such as-builts improvements. With the exception of the Allowable Uses defined in Section 2.01 (B) (i) above, all CITY improvements installed within the existing SRCSD Easements and Work Areas shall be considered "Approved Uses", as such uses are specifically approved by SRCSD. SRCSD shall not be liable for any cost associated with the removal or replacement of any of the Approved Uses. The CITY shall be provided a reasonable opportunity to remove any of the Approved Uses within a mutually agreeable timeframe or work with SRCSD to mitigate damage to the Approved Uses and/or the costs for which the CITY will be responsible hereunder. If SRCSD must remove any portion of the Approved Uses, the CITY shall reimburse SRCSD for any costs associated with its removal within thirty (30) calendar days from the date the invoice is received by the CITY. It is acknowledged by the parties that the Approved Uses have been located and designed in collaboration with the CITY and SRCSD to the satisfaction of these parties, including providing for adequate maintenance access within the existing SRCSD Easements and Work Areas to existing SRCSD surface facilities located within and surrounded by the Approved Uses. It is further acknowledged by the parties that removal of portions of the Approved Uses may be necessary in the event that SRCSD must excavate or otherwise perform subsurface activities associated with SRCSD facilities. SRCSD covenants to use reasonable care and diligence with respect to maintenance, excavation, and subsurface activities proximate to the Approved Uses to minimize damage to or destruction of such uses to the extent practical for SRCSD to carry out requisite maintenance, excavation, and subsurface activities within the existing SRCSD Easements and Work Areas.

2.02. Notice of Construction, Repair or Maintenance Activities. The parties each acknowledge that their respective facilities will be located in close proximity to those of the other. It is in the best interest of both parties that notice be provided to the other for work being performed on or about their respective facilities within the existing SRCSD Easements and Work Areas. Any notice between SRCSD and the City pertaining to this Agreement shall be subject to the following provisions:

(A) **Non-Emergency Subsurface Work.** The CITY and SRCSD shall notice the other in writing a minimum of thirty (30) calendar days prior to commencement of non-emergency subsurface work activities.

- (B) **Non-Emergency At-Grade or Above-Grade Work.** The CITY and SRCSD shall notice the other by telephone immediately prior to gaining entrance onto the access roads within Areas "A" and "B".
- (C) **Emergency Work.** In the event of an emergency, the CITY and SRCSD shall notice the other as soon as practicable.
- (D) **Non-Emergency Extended Impact to Facilities.** The CITY and SRCSD shall provide the other with written notice a minimum of ninety (90) calendar days in advance of any non-emergency access or work activities which the agency believes may require the removal of or otherwise affect the other's infrastructure or improvements for an extended period of time.
- (E) **Work Outside of the CITY Roadway Easement Area within the Plant Site Boundaries.** The CITY shall notice SRCSD in writing a minimum of fourteen (14) calendar days prior to commencement of the aforementioned work activities. Access by the CITY shall conform to the notification requirements of the Plant Site Ingress and Egress procedures noted in paragraph 2.07 and as described in more particular detail in Exhibit "E" attached hereto and incorporated by this reference. In the event of an emergency, the CITY shall notice the other as soon as practicable.
- (F) **Contact Information.** 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)

CITY
 City of Sacramento
 Attn: Nader Kamal
 915 I Street, Room 2000
 Sacramento, CA 95814
 (916) 808-7903

2.03. Access Road Maintenance Responsibilities.

- (A) **SRCSD Access Road Maintenance Responsibilities.** The parties acknowledge that within Areas "A" and "B" SRCSD has five unpaved maintenance access roads (Access Roads 1, 2, 3, 4 and 5), constructed as part of the CRB roadway project, as shown on Exhibit "D". These unpaved roads will be used by SRCSD for truck access to SRCSD vaults. SRCSD will be responsible for one hundred (100) percent of the maintenance activity and maintenance costs for these unpaved maintenance roads.

(B) Shared Access Road Maintenance Responsibility. The parties acknowledge that within Area "B" there are shared maintenance access roads and associated gates. These access roads will be used by SRCSD and the CITY for access to their respective facilities. The parties agree to share the costs of maintaining the roads and gates, under the terms of Section 2.05 of this agreement.

(i) Shared Roads Defined.

(a) North Beach Lake Levee Access Roads. There are two access maintenance access roads (Access Roads 6 and 7) within Area "B", constructed as part of the CRB roadway project. These roads will be used by both parties for access to the existing North Beach Lake Levee. Such roads are depicted on Exhibit "D."

(b) Morrison Creek Floodway Access Road. The parties acknowledge that within Area "B" an existing gated maintenance road (Access Road 8) crosses over the Union Pacific Railroad track. This road will be used by SRCSD and the CITY for access to facilities within the Morrison Creek Floodway. Such road is depicted on Exhibit "D."

(ii) Performance of Work. Either party may elect to perform the necessary repair or maintenance activities and seek the proportionate reimbursement share from the other pursuant to the terms of Paragraph 2.05 below.

2.04. Fence Maintenance and Responsibilities.

(A) CITY Fence Maintenance Responsibilities. There is a fence (Fence 1) within Area "B", constructed as part of the CITY roadway project, located adjacent to the CRB roadway improvements. The CITY will be responsible for one hundred (100) percent of the maintenance activity and maintenance costs for this fence. This fence is depicted on Exhibit "D".

(B) Shared Fence Maintenance and Responsibilities. The parties acknowledge there are two shared fences (Fence 2 and 3) that benefit both parties within Area "B", constructed as part of the CRB roadway project, along the south side of the CRB Roadway Easement. These two fences are depicted on Exhibit "D". The parties agree to share the costs of maintaining the fences, under the terms of Section 2.05 of this agreement.

(i) Performance of Work. Either party may elect to perform the necessary repair or maintenance activities and seek the proportionate reimbursement share from the other pursuant to the terms of Paragraph 2.05 below.

2.05. Shared Facility Cost Responsibilities.

(A) Cost. Each party shall be responsible for fifty (50) percent of all costs repair and maintenance activities associated with the shared facilities as defined in Sections 2.03 and 2.04 above.

(B) Reimbursement. The parties acknowledge that the party incurring the costs associated with the repair and maintenance of the shared facilities shall be reimbursed promptly by the other party for that party's proportionate share. To that end, the CITY and SRCSD shall pay the other party within ninety (90) calendar

days of being presented with an invoice, or other reasonable documentation, for costs incurred by the other for their respective repair and maintenance activities associated with the shared facility.

- (C) **Dispute Resolution.** Should a dispute arise as proportionate costs under Article 2, the parties first agree to submit the dispute to mediation. If mediation is unsuccessful, the matter shall be submitted to binding arbitration. Initial costs of mediation and binding arbitration shall be shared equally between the parties; subject to reimbursement to the prevailing party within thirty (30) calendar days of receipt of the arbitrator's award.

- 2.06. **Trash Removal Responsibilities.** The parties acknowledge within Area "B" trash from pedestrian and vehicle traffic will eventually become an issue. The CITY agrees to accept full responsibility for trash removal within Area "B". The CITY will also accept full responsibility for costs associated with such trash removal.
- 2.07 **Compliance with Plant Site Ingress and Egress Procedures.** 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 outside of the CITY Roadway Easement area and within the secured, fenced perimeter of the Plant Site, CITY acknowledges that it must comply with said ingress/egress procedures for all work performed by the CITY outside of the CITY Roadway Easement area.

ARTICLE 3

Term

- 3.01. **Commencement Date.** The duties and obligations of this Agreement shall commence upon the date of mutual execution by the parties.
- 3.02. **Termination Date.** The duties and obligations of the Agreement shall terminate upon the happening of either event:
- (A) All of the CITY and SRCSD's facilities located in Areas "A" and "B" have ceased to operate and are declared abandoned; or
 - (B) By mutual written agreement of the parties.

ARTICLE 4

Indemnification

- 4.01. **Indemnification by SRCSD.** SRCSD shall defend, indemnify and hold harmless the CITY, its City Council, 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, its Board of Directors, officers, directors, agents, employees, consultants, contractors, subcontractors or volunteers.

- 4.02. Indemnification by the CITY.** The CITY 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 the CITY, its City Council, officers, directors, agents, employees, consultants, contractors, subcontractors or volunteers.
- 4.03. Comparative Fault.** It is the intention of SRCSD and the CITY that the provisions of this Article 4 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, City Council, consultants, contractors, and subcontractors. It is also the intention of SRCSD and the CITY 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, City Council, consultants, contractors, and subcontractors.

ARTICLE 5

General

- 5.01. Amendments.** Modifications or amendments to the terms of this Agreement shall be in writing and executed by both parties.
- 5.02. Successors and Assigns.** This Agreement shall bind the successors and assigns of SRCSD and the 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.
- 5.03. Interpretation and Enforcement.** Interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.
- 5.04. Complete Agreement.** This Agreement represents the entire understanding of the CITY 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.

(Signature Page Follows.)

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

SACRAMENTO REGIONAL COUNTY
SANITATION DISTRICT, a county
sanitation district pursuant to and operating
under the authority of the County Sanitation
District Act, commencing at Health and Safety
Code section 4700

CITY OF SACRAMENTO, a municipal
corporation

By: [Signature]
Stan Dean, District Engineer

By: [Signature]
Jerry Way
Director of Transportation

Date: 7-24-12

Date: _____

Signed under the authority delegated to the
District Engineer by:

Signed under the authority delegated to the
City Manager by:

Resolution No. SR-2622

Resolution No. _____

Dated: February 22, 2012

Dated: _____

REVIEWED AND APPROVED AS TO
FORM

REVIEWED AND APPROVED AS TO
FORM

By: [Signature]
Lisa A. Travis, ~~Debra G. Terwill~~
Supervising Deputy County Counsel,
Counsel for District

By: [Signature]
City Attorney

Date: Apr 10, 2012

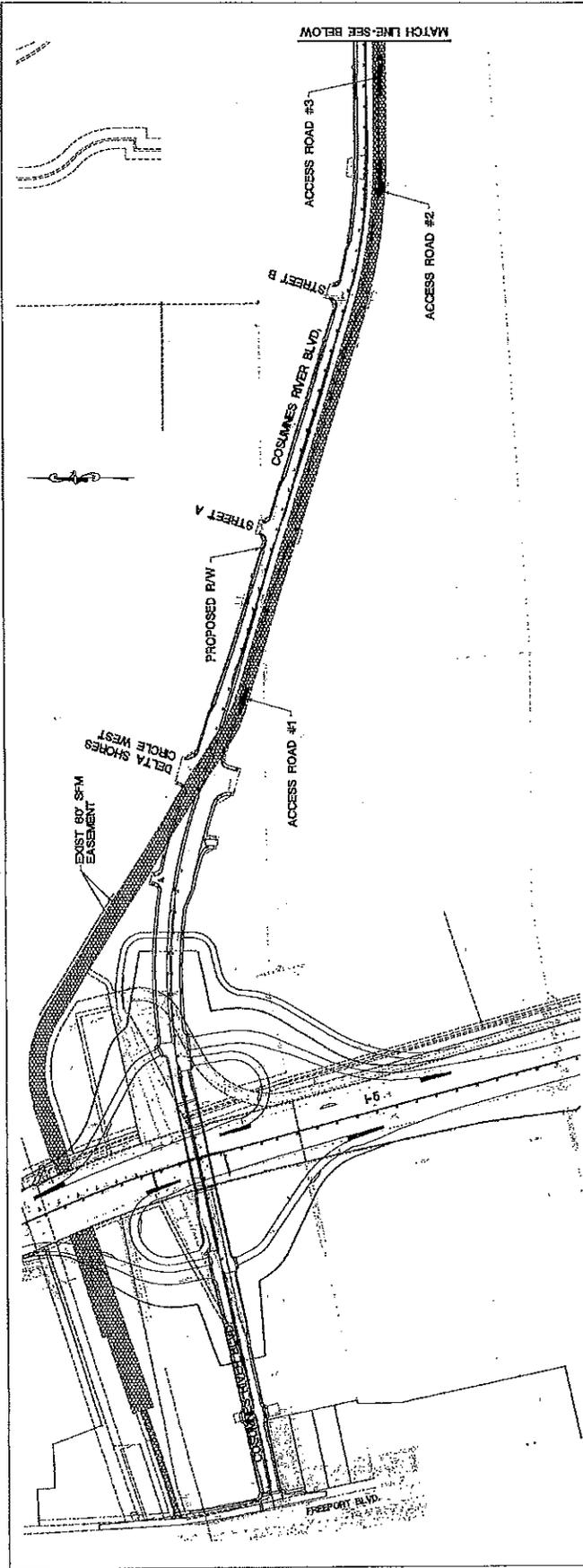
Date: March 7, 2012

- Exhibits:
- A - Area A and General Depiction of SRCSD Easements
 - B - Area B and SRCSD Work Areas
 - C - Standard Easement Scope Terms
 - D - Approved CITY Improvements within SRCSD Easements and Work Areas
 - E - Plant Site Ingress/Egress Procedures

3-12-12 (date)

[Signature]
Dawn Bullwinkel, Assistant City Clerk

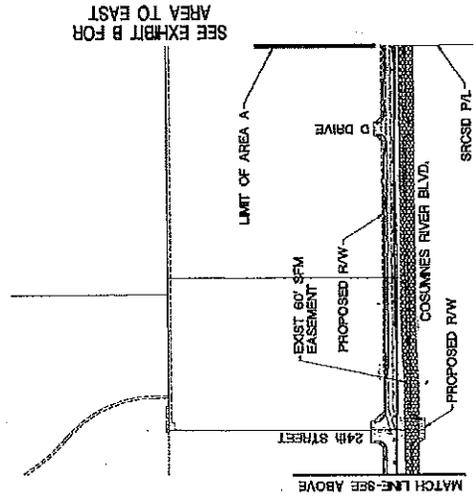
Attach on:



"AREA A"
GENERAL SRCSD EASEMENTS

LEGEND

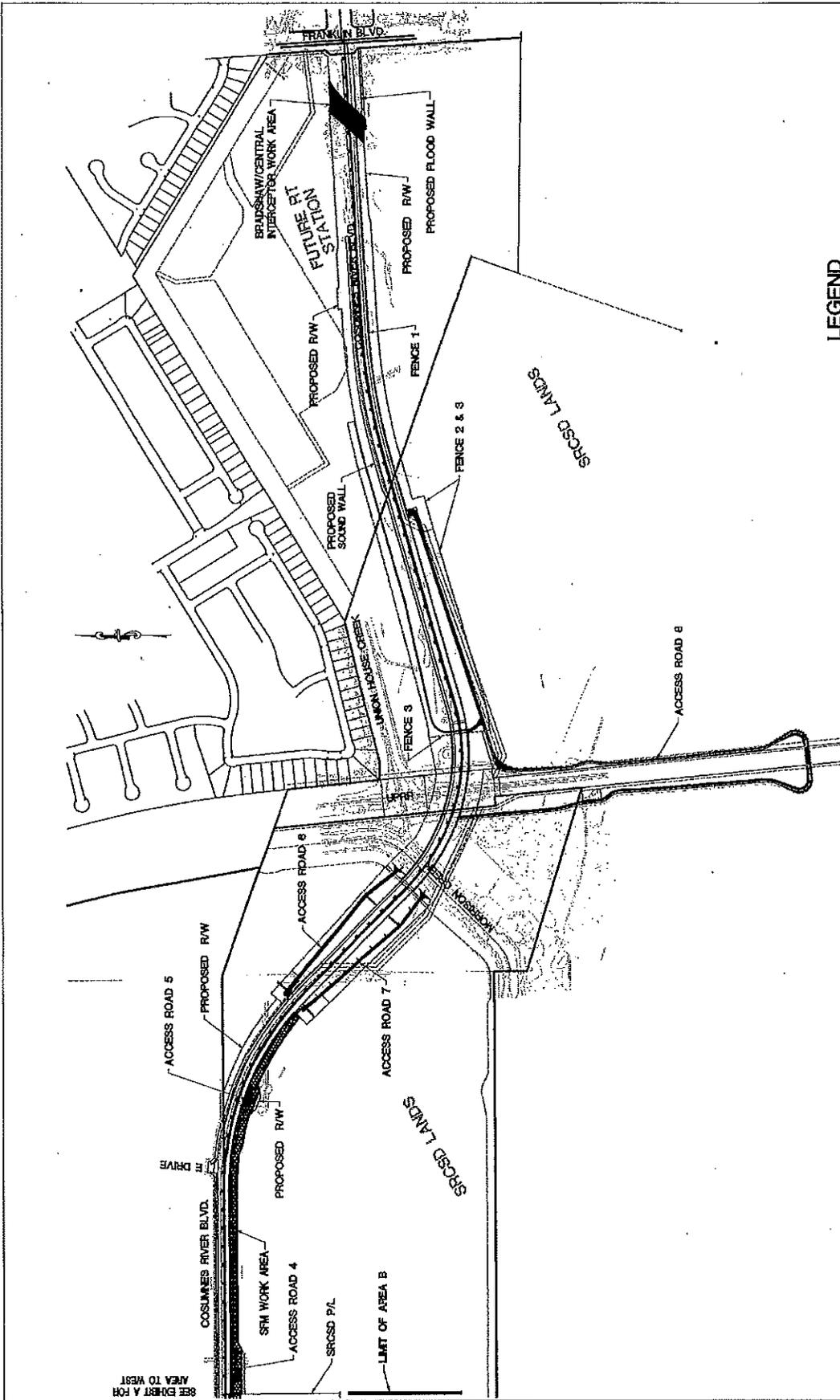
- PROPOSED CRB ROADWAY R/W
- SRCSD EASEMENT & WORK AREAS



MARK THOMAS & CO. INC.
7300 FOLSOM BLVD., SUITE 203
SACRAMENTO, CA 95826

DRAWN BY: TAL	JOB NO.: 57-0132B	SHEET
CHK. BY: RME	FILE NO.	1
DATE: 02/02/12	FILE NAME	1
SCALE: NONE		

EXHIBIT A



LEGEND

- ▭ PROPOSED CRB ROADWAY R/W
- ▨ SRCSD EASEMENT & WORK AREAS

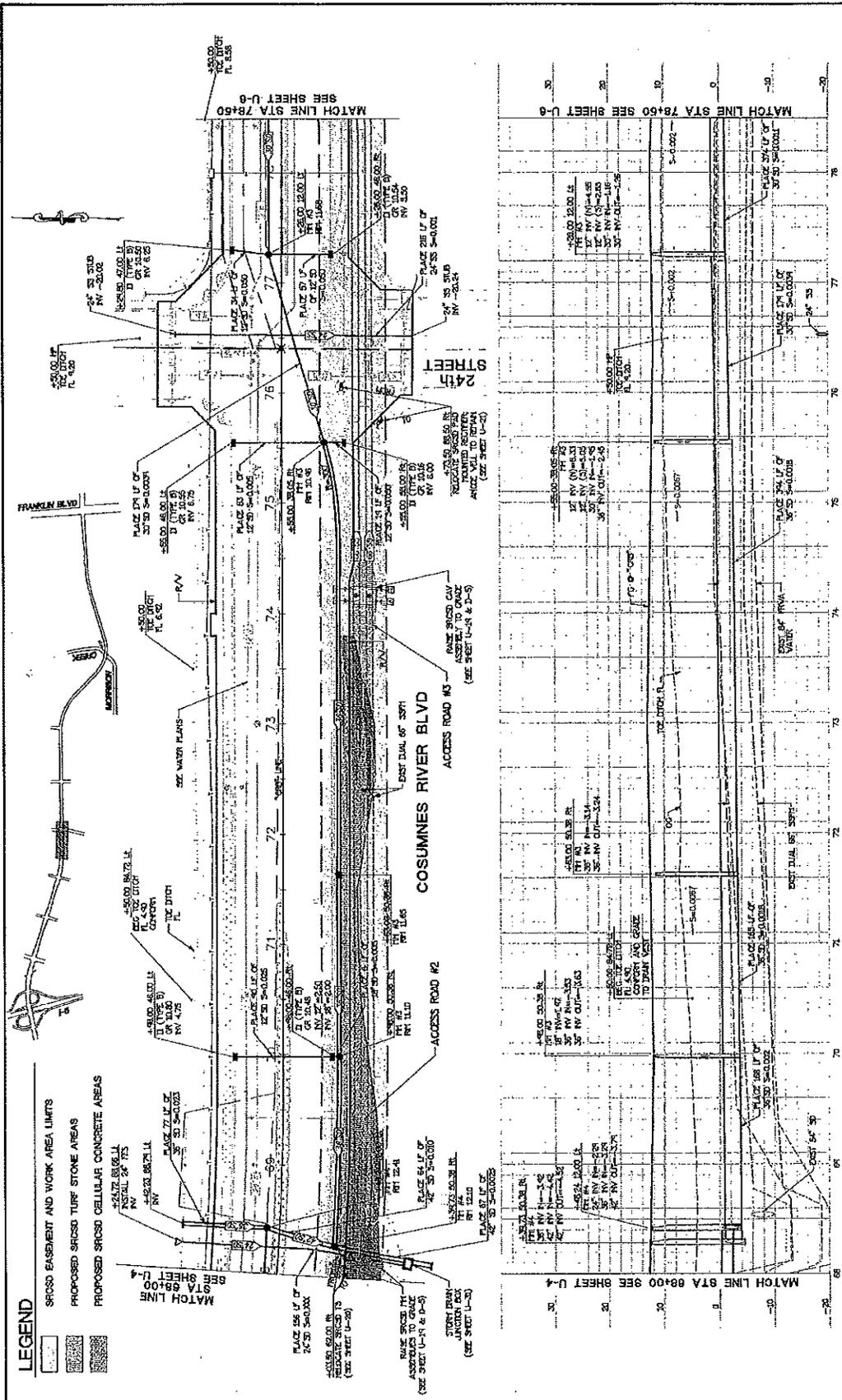
**"AREA B"
SRCSD WORK AREAS**

MARK THOMAS & CO. INC. 7300 FOLSOM BLVD., SUITE 203 SACRAMENTO, CA 95826		JOB NO. 57-01328	SHEET 1
DRAWN BY: T.A.L. CHK. BY: R.V.G. DATE: 02/02/12 SCALE: NONE	EXHIBIT B		FILE NO. 1
			FILE NAME 1

EXHIBIT "C"
STANDARD EASEMENT SCOPE TERMS

Any use of the Work Areas by the CITY, its assignees or successors in interest, except for use as: (i) lawn or similar groundcover; (ii) areas planted with species whose mature growth does not exceed five feet in height and which are not environmentally protected; or (iii) driveways or surface parking, shall not be allowed except upon approval by, and at the discretion of the Sacramento Regional County Sanitation District (SRCSD). Any of said allowable uses shall not be installed in a manner that will impede vehicular access by SRCSD for maintenance purposes. Other than said allowable uses, each use proposed by the CITY must be acceptable to the District Engineer, and approved in writing, prior to such construction on or use of the Work Areas by the CITY. For such approval, the CITY shall contact SRCSD or its successor. In order to allow SRCSD to use the Work Areas at any time pursuant to the Standard Easement Scope Terms herein, SRCSD retains the right to removal all or any part of any use installed by the CITY, its assignees or successors in interest, regardless of whether such use was installed as a matter of right under the Standard Easement Scope Terms or pursuant to the discretionary approval of the District Engineer. Any use within the Work Areas not installed as a matter of right or not approved by the District Engineer shall not in any way limit SRCSD's rights under the Standard Easement Scope Terms. With the exception of landscaping and paving improvements installed and maintained as a matter of right under the terms of this easement, SRCSD shall not be liable for any cost for removal or replacement of any other improvements constructed by the CITY, its assignees or successors within the Work Areas.

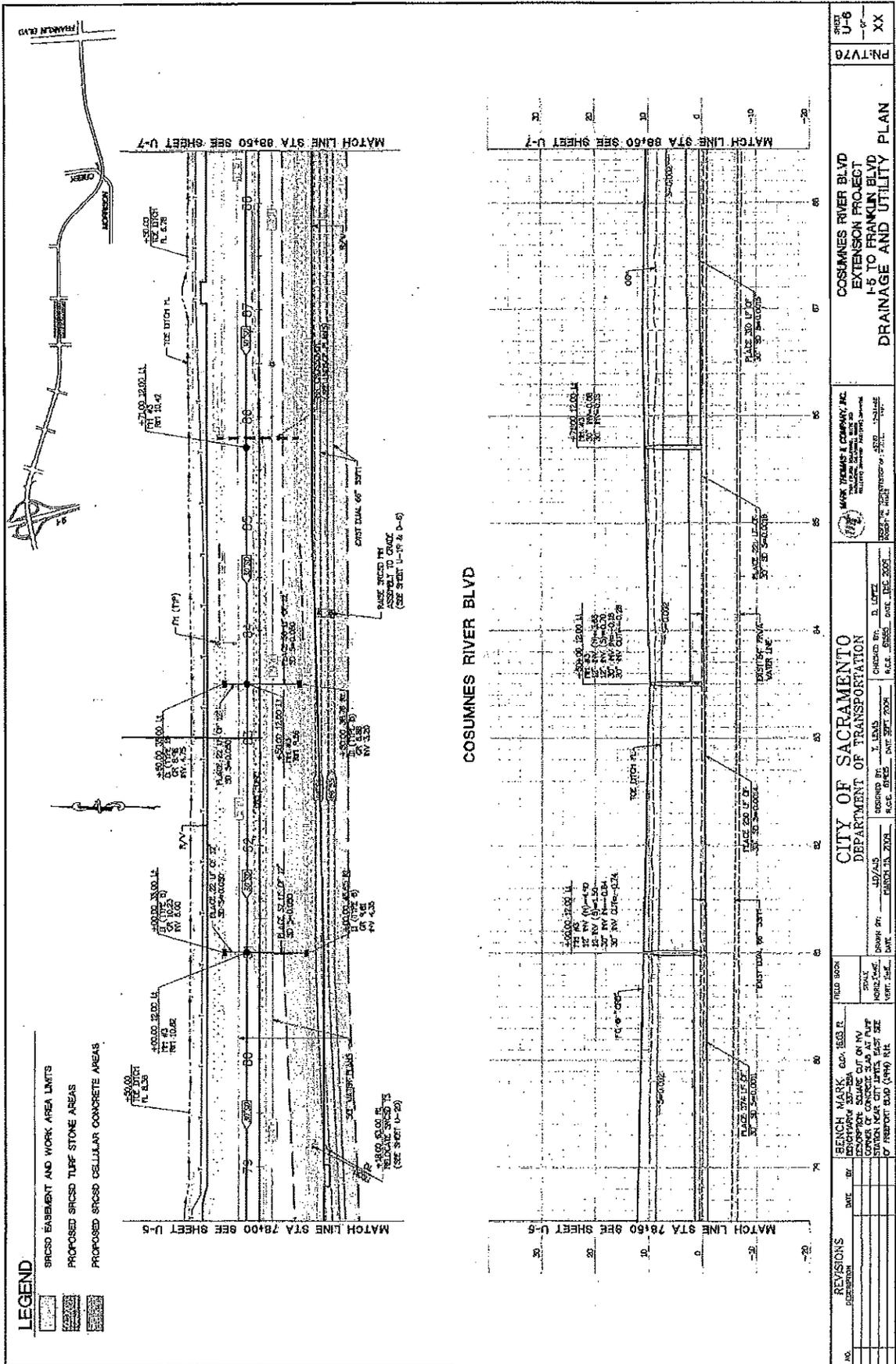
EXHIBIT D



NO.	REVISIONS	DATE	BY	CHKD.	APP'D.	FIELD WORK	SCALE	POST. TAIL	DATE	REVISIONS	DATE	BY	CHKD.	APP'D.	FIELD WORK	SCALE	POST. TAIL	DATE	

CITY OF SACRAMENTO		DEPARTMENT OF TRANSPORTATION		CHECKED BY: D. LORER		SCALE: AS SHOWN		DATE: 10/22/2008		PROJECT NO: 2008-0001		SHEET NO: 11		TOTAL SHEETS: 11	
COSUMNES RIVER BLVD EXTENSION PROJECT I-5 TO FRANKLIN BLVD		DRAINAGE AND UTILITY PLAN		DRAWN BY: J. LORER		DATE: 10/22/2008		PROJECT NO: 2008-0001		SHEET NO: 11		TOTAL SHEETS: 11		PROJECT NO: 2008-0001	

EXHIBIT D



LEGEND

[Symbol]	SRCSO EMBASEMENT AND WORK AREA LIMITS
[Symbol]	PROPOSED SRCSO TURF STONE AREAS
[Symbol]	PROPOSED SRCSO CELLULAR CONCRETE AREAS

NO.	REVISIONS	DATE	BY	REASON

DESIGNED BY	DATE	SCALE

CHECKED BY	DATE

APPROVED BY	DATE

DRAWN BY: 10/6/83
 DATE: 10/6/83
 SCALE: AS SHOWN
 PROJECT: 88001111-000
 SHEET NO.: 11 OF 11
 SHEET TITLE: DRAINAGE AND UTILITY PLAN

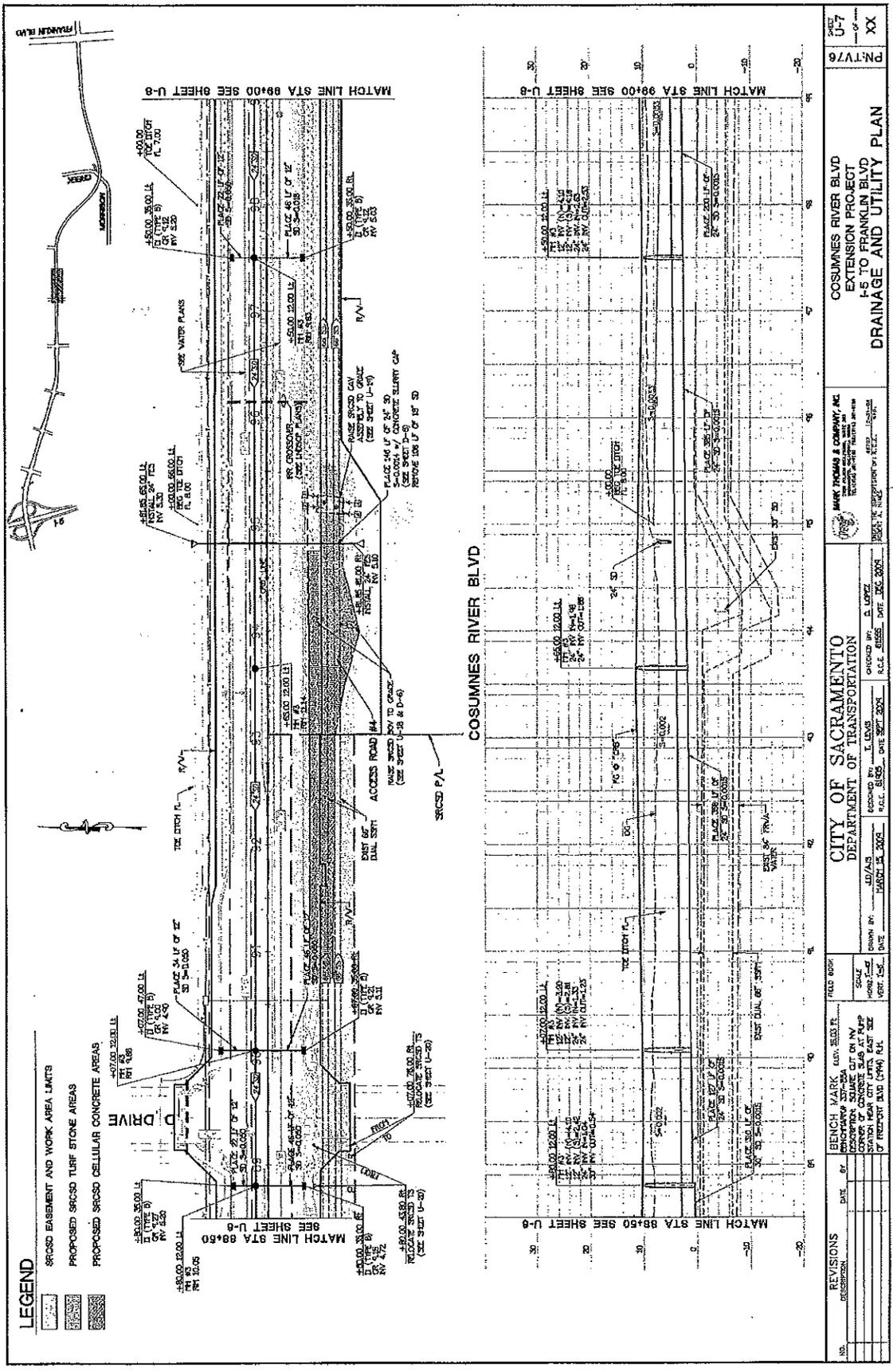
CITY OF SACRAMENTO
 DEPARTMENT OF TRANSPORTATION
 GENERAL MGR. D. L. LAYNE
 ASSISTANT MGR. I. B. BISHOP
 PROJECT ENGINEER: [Signature]
 PROJECT NO.: 88001111-000

MARK THOMAS & COMPANY, INC.
 1000 J STREET, SUITE 100
 SACRAMENTO, CALIF. 95811
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 44587

COSUMNES RIVER BLVD
 EXTENSION PROJECT
 I-5 TO FRANKLIN BLVD
 DRAINAGE AND UTILITY PLAN

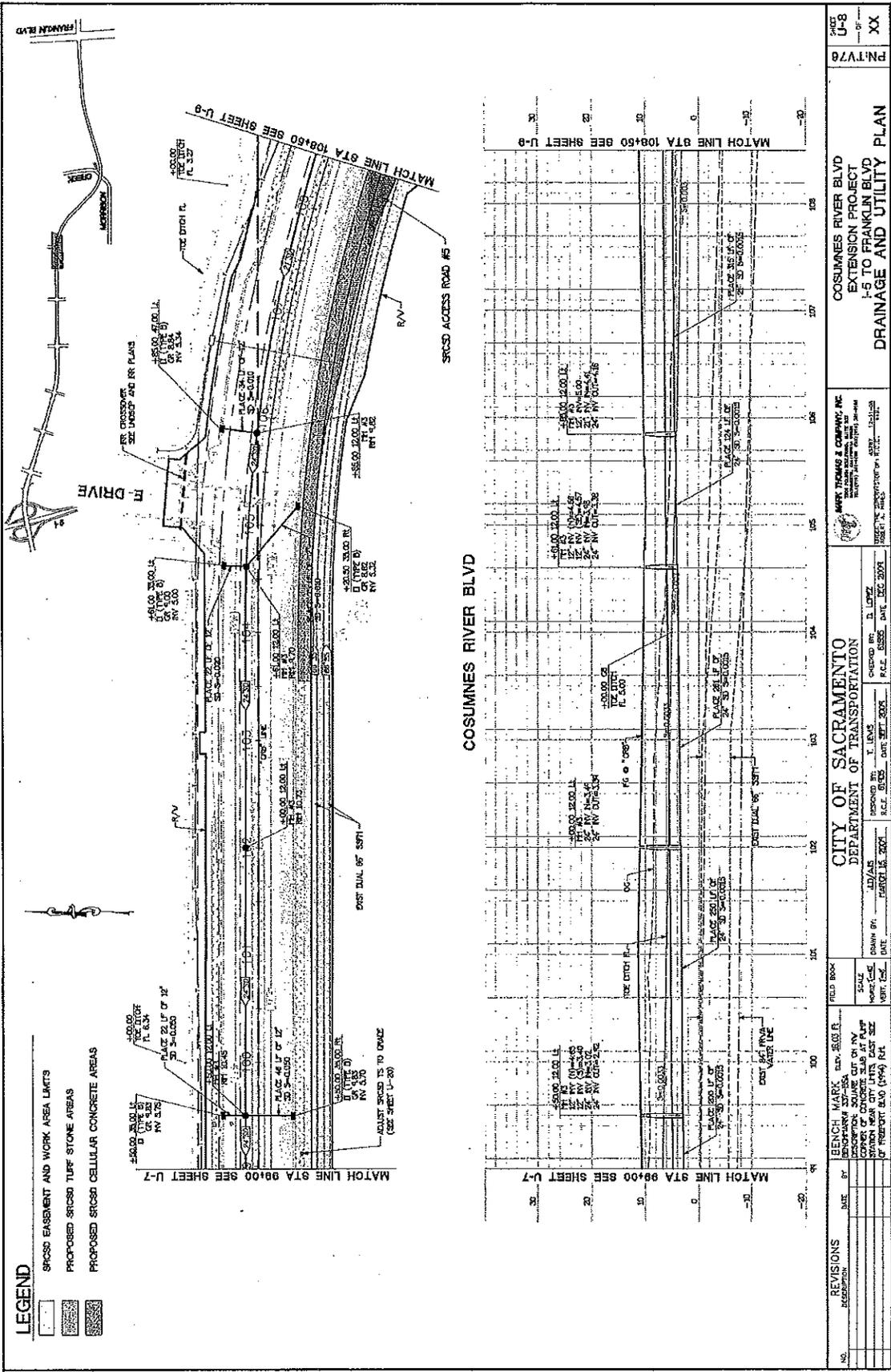
MATCH LINE STA 78+00 SEE SHEET U-5
 MATCH LINE STA 88+00 SEE SHEET U-7
 MATCH LINE STA 94+00 SEE SHEET U-7

EXHIBIT D



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CITY OF SACRAMENTO DEPARTMENT OF TRANSPORTATION DRAWN BY: JAD/AS CHECKED BY: I. LEVINS DATE: 08/15/2005 R.C.E. 05558 DATE 08/17/2005		MARK POUND & COMPANY, INC. REGISTERED PROFESSIONAL ENGINEER LICENSE NO. 10000 DATE: 08/17/2005	
COSUMNES RIVER BLVD EXTENSION PROJECT I-5 TO FRANKLIN BLVD DRAINAGE AND UTILITY PLAN		SHEET NO. U-7 OF U-7 PNT/V76 XX	

EXHIBIT D



NO. REVISIONS		DATE	BY	REASON

FIELD BOOK	DATE	BY	REASON

DESIGNED BY	DATE	BY	REASON

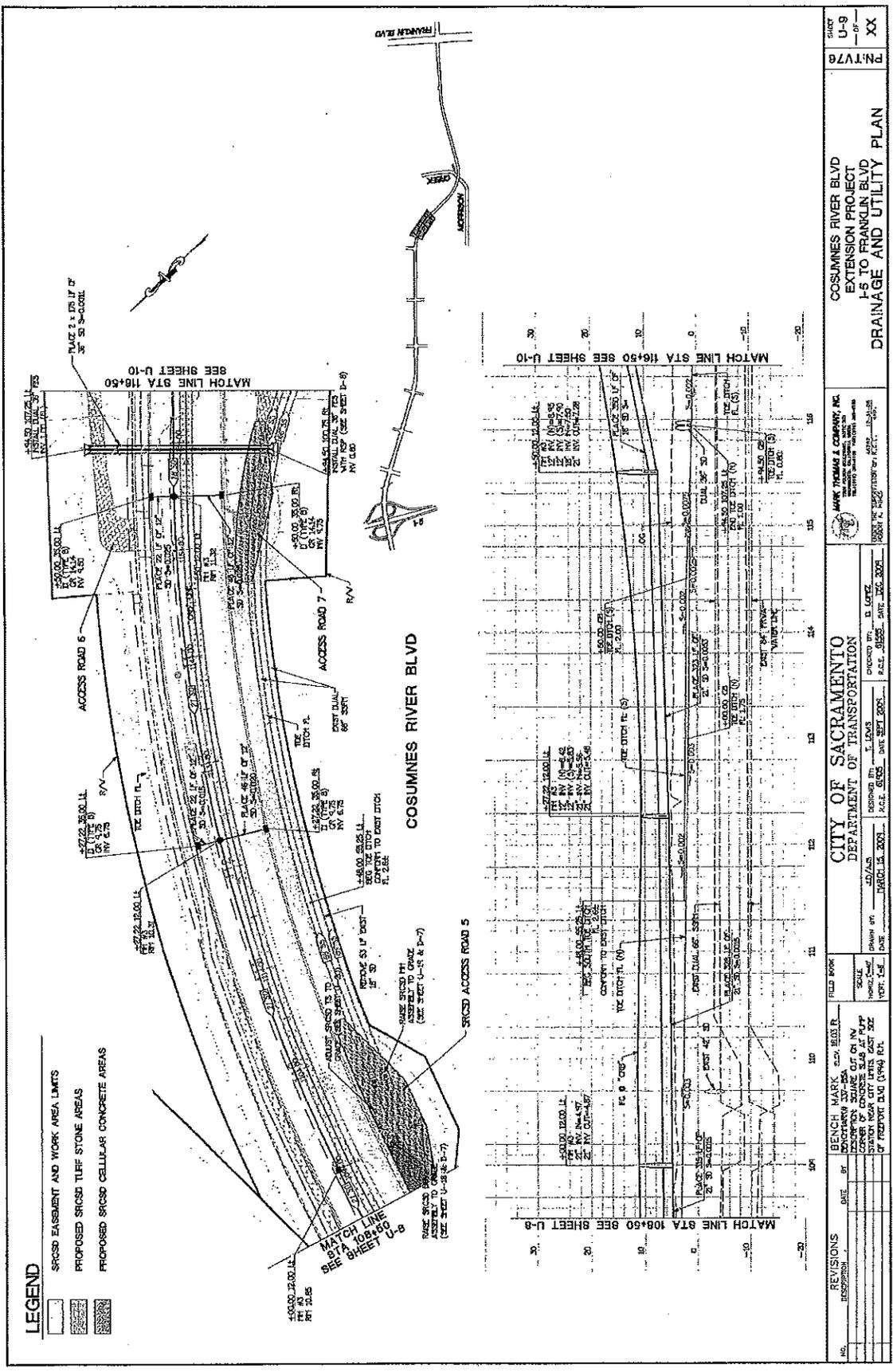
APPROVED BY	DATE	BY	REASON

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COSUMNES RIVER BLVD EXTENSION PROJECT	
I-5 TO FRANKLIN BLVD	
DRAINAGE AND UTILITY PLAN	

PROJECT NO.	DATE	BY	REASON

PROJECT NO.	DATE	BY	REASON

EXHIBIT D

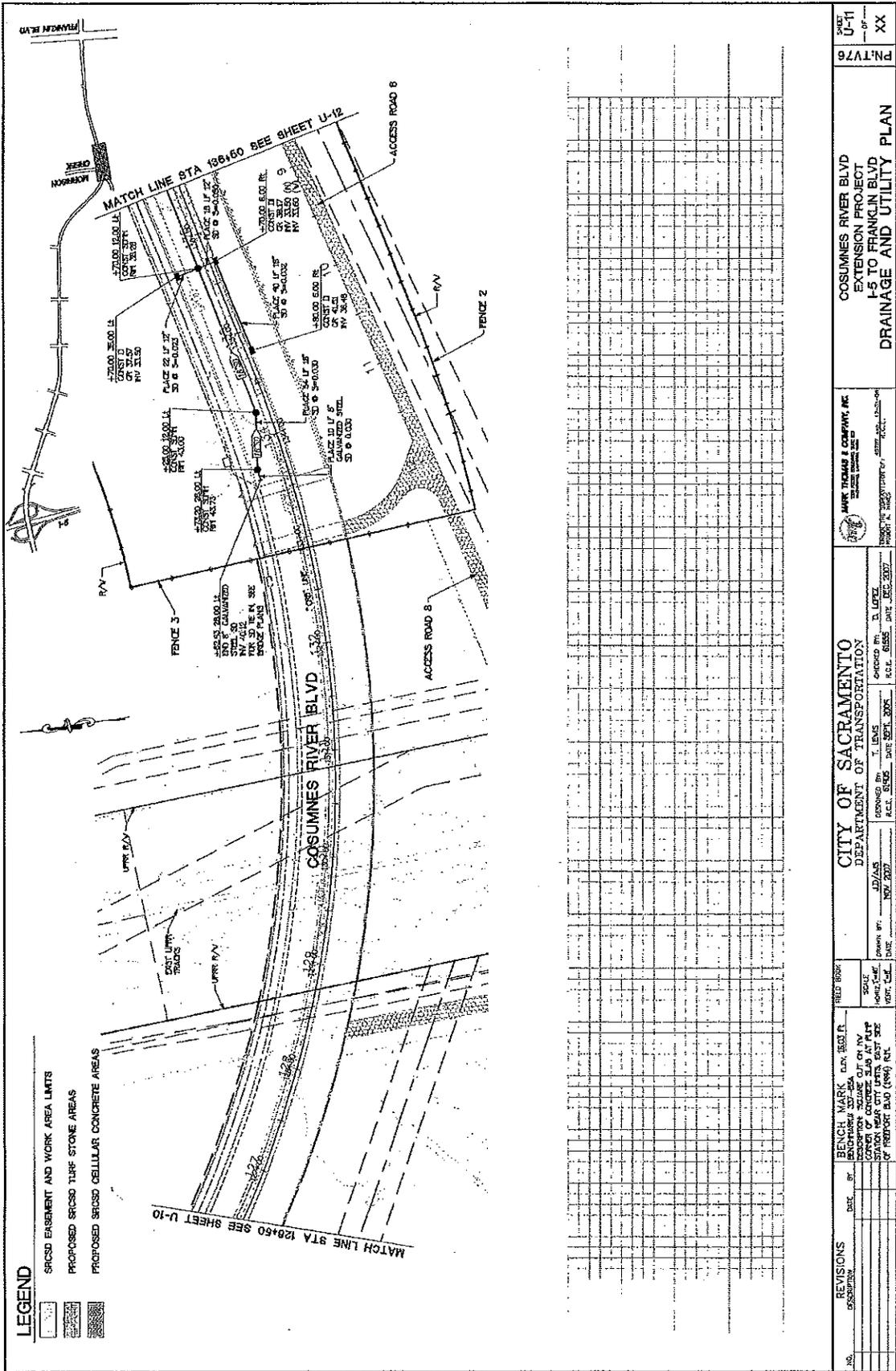


LEGEND

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[Symbol]	PROPOSED SRCSO CELLULAR CONCRETE AREAS

SHEET U-9 OF XX	
PROJECT COSUMNES RIVER BLVD EXTENSION PROJECT I-5 TO FRANKLIN BLVD DRAINAGE AND UTILITY PLAN	
DRAWN BY J. L. LARSON DATE 08/11/00	
CHECKED BY B. LOPEZ DATE 08/22/00	
DESIGNED BY S. LARSON DATE 08/11/00	
PROJECT NO. 00000000	
CITY OF SACRAMENTO DEPARTMENT OF TRANSPORTATION	
MARK THOMAS & COMPANY, INC. 1000 J STREET, SUITE 200 SACRAMENTO, CALIFORNIA 95811	
FIELD BOOK BENCH MARK 227.50 DATE OF SURVEY 08/11/00 SCALE 1" = 40'	
REVISIONS NO. DESCRIPTION DATE BY	

EXHIBIT D



LEGEND

- SRCSO BASEMENT AND WORK AREA LIMITS
- PROPOSED SRCSO TURF STONE AREAS
- PROPOSED SRCSO CELLULAR CONCRETE AREAS

NO.	REVISIONS	DATE	BY	DESCRIPTION	FIELD BOOK	NO.	REVISIONS	DATE	BY	DESCRIPTION

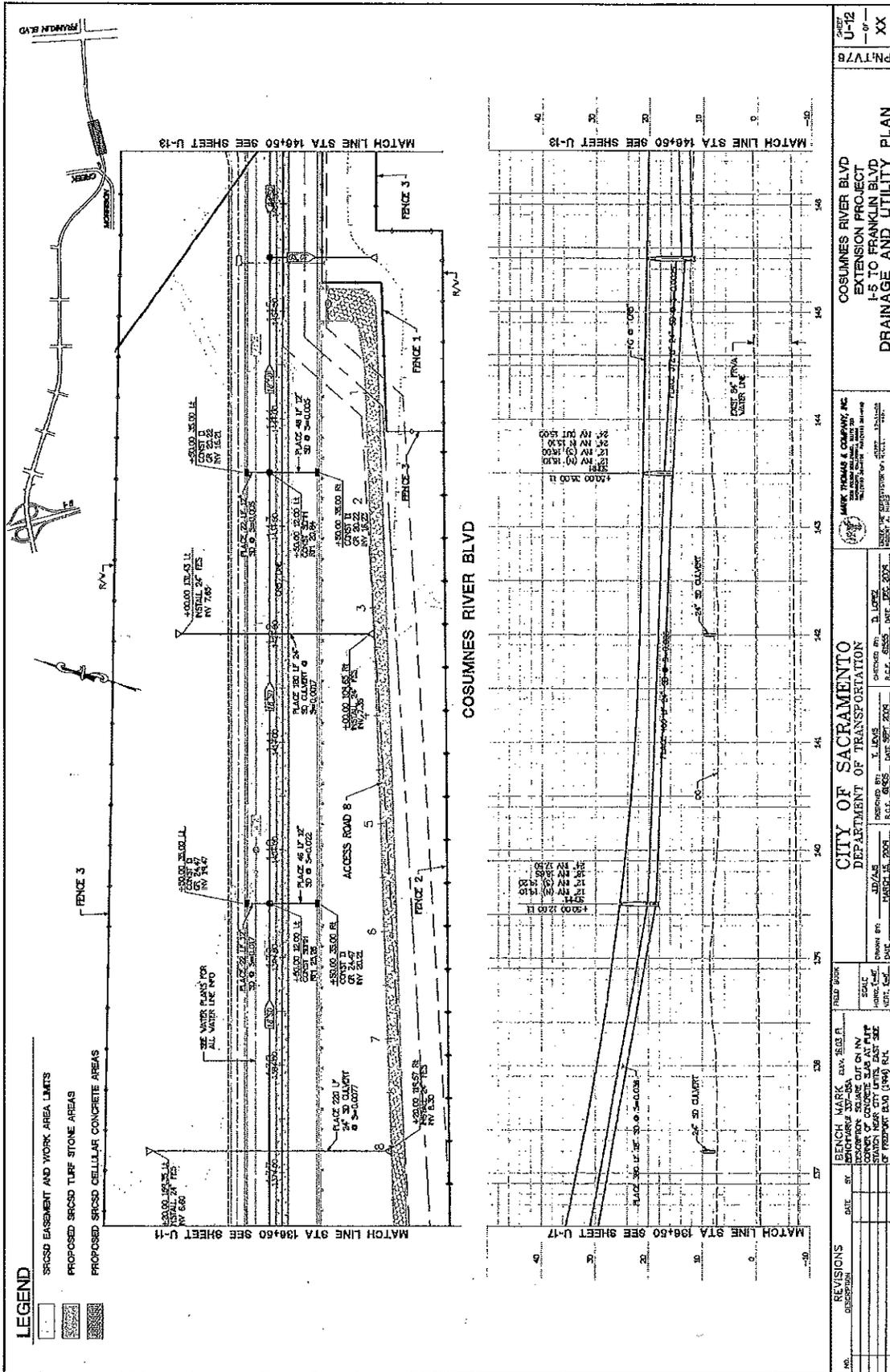
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CITY OF SACRAMENTO		DEPARTMENT OF TRANSPORTATION	
PROJECT NO. 13045		PROJECT NAME: COSUMNES RIVER BLVD EXTENSION	
DRAWN BY: [Name]		CHECKED BY: [Name]	
DATE: [Date]		DATE: [Date]	

CITY OF SACRAMENTO		DEPARTMENT OF TRANSPORTATION	
PROJECT NO. 13045		PROJECT NAME: COSUMNES RIVER BLVD EXTENSION	
DRAWN BY: [Name]		CHECKED BY: [Name]	
DATE: [Date]		DATE: [Date]	

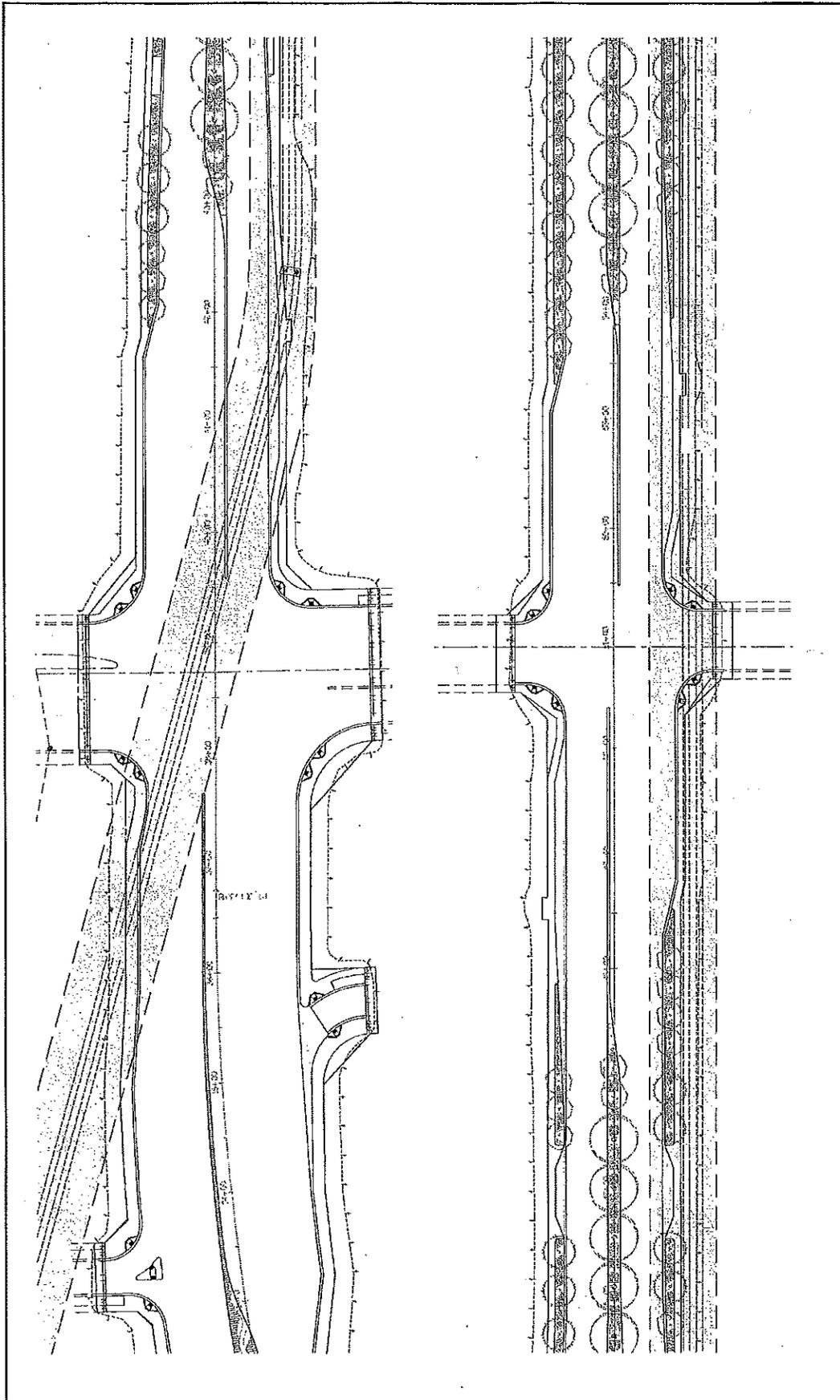
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PROJECT NO. 13045		PROJECT NAME: COSUMNES RIVER BLVD EXTENSION	
DRAWN BY: [Name]		CHECKED BY: [Name]	
DATE: [Date]		DATE: [Date]	

EXHIBIT D



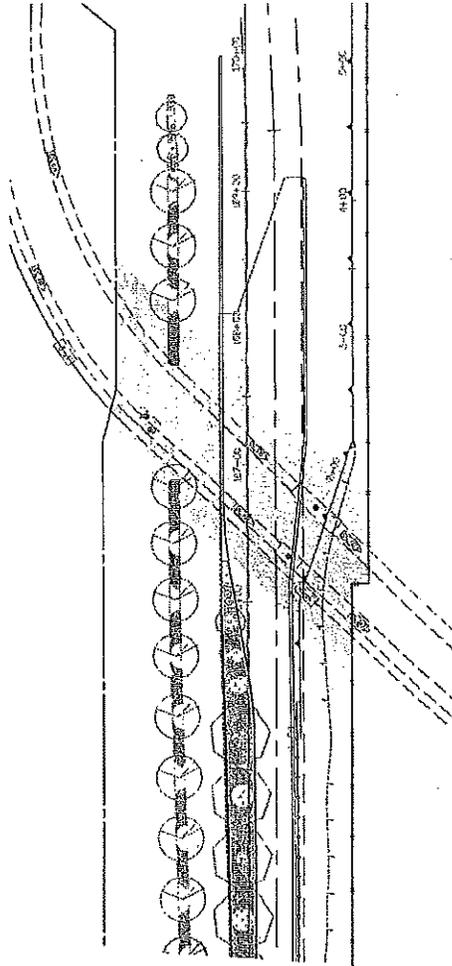
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NO.	DESCRIPTION	DATE	BY	DATE	BY	DATE	BY
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EXHIBIT D



NO.		REVISIONS		DATE	BY	BENCH MARK	NEW	REV. 17	FIELD BOOK	CITY OF SACRAMENTO		MARK THOMAS & COMPANY, INC.		SHEET	
						DESCRIPTION	DATE	BY	SCALE	DEPARTMENT OF TRANSPORTATION		COSUMES RIVER BLVD EXTENSION PROJECT I-5 TO FRANKLIN BLVD		P-N-V76	
						CONCRETE				DESIGNED BY: I. LEVINS		PROJECT NO. 2002-01-001		XX	
						ASPHALT				CHECKED BY: D. LARZ		DATE: 08/20/02			
						PAVEMENT				DATE: 08/20/02		DATE: 08/20/02			
						UTILITY				DATE: 08/20/02		DATE: 08/20/02			

EXHIBIT D



REVISIONS NO. _____ DATE _____ BY _____		BENCH MARK NO. _____ ELEV. _____ DESCRIPTION _____ LOCATION _____ OF PROJECT BLVD (1994) E.L.		FIELD BOOK NO. _____ SCALE _____ SHEET _____ VERT. _____		CITY OF SACRAMENTO DEPARTMENT OF TRANSPORTATION DRAWN BY _____ I. LEAS CHECKED BY _____ D. LOVY DATE _____ JAN 28, 2003 DATE _____ MAY 21, 2003 DATE _____		MOSEY ENGINEERS & ARCHITECTS, INC. 1000 N. STREET SACRAMENTO, CA 95811 PHONE (916) 441-1111 FAX (916) 441-1112 WWW.MOSEYENGINEERS.COM		COSUMES RIVER BLVD EXTENSION PROJECT I-5 TO FRANKLIN BLVD		SHEET PN1776 OF XX	
--	--	---	--	--	--	--	--	--	--	---	--	-----------------------------	--

EXHIBIT "E"
Plant Site Ingress/Egress Procedures

- The CITY shall adhere to SRCSD Standard Specification Section 01140 "Coordination with Existing SRCSD Operations", as attached and shown below.
- For routine scheduled maintenance and non-emergency work: The CITY 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 the CITY 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, the CITY shall notice SRCSD as soon as practicable.
- Prior to beginning any activity within the Plant Site, the CITY and SRCSD shall identify mutually acceptable points of entry onto Plant Site. The CITY shall keep the gates locked during and after accessing or exiting the Plant Site.
- The CITY 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.
- The CITY 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.
- The CITY 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.

SECTION 01140

COORDINATION WITH EXISTING SRCSD OPERATIONS

PART 1 GENERAL

1.01 SUMMARY

- A. Contractor work activities that impact existing SRCSD operations or facilities (such as Interceptor pipelines, manholes, environmental resources, and access roads to SRCSD facilities) require an approved, signed Access Request (AR) prior to commencement of work. Interruption of flow or connection to an existing Interceptor requires a Shutdown Plan to be included with the AR. In addition to the Shutdown Plan, any activity that requires special safety precautions to be taken will require a Safety Work Plan to be included with the AR.

1.02 REQUIREMENTS

A. COORDINATION AND ACCESS:

1. Activities that affect any environmental resources within the Sacramento Regional Wastewater Treatment Plant (Plant), the operation of and (or) access to Plant and SRCSD Interceptor facilities will require coordination between District and Contractor. Cooperation will be necessary for each party to achieve their respective objectives. Access Requests are generally required based on impending work activities as discussed at weekly construction coordination meetings, and, approval is issued jointly by the SRCSD O&M Support office and SRWTP safety office.
2. Unrestricted access for District personnel and equipment shall be provided to existing facilities, unless a reduced level of access is explicitly allowed in the approved AR.
3. SRCSD will revoke any AR if the Contractor fails to comply with the requirements pertaining to SRCSD properties, which include the Plant, interceptors and their appurtenances.

1.03 ACCESS REQUESTS

- A. An Access Request provides notification of a Work Item or other activity proposed by Contractor. An Access Request describes the contemplated work including when, where and how it will be accomplished. An Access Request shall be reviewed and submitted by a qualified representative of the Contractor who is familiar with all aspects of the work and all safety requirements. An Access Request may be required whenever any of the following conditions are contained in or will be affected by Contractor's work:

1. Tie-ins, shutdowns, interruptions of any system, process or utility, raising manholes, etc.
 2. Any work that impacts the Sacramento Force Main facilities, including corrosion test stations, air release valves, gravel access routes.
 3. Dewatering of any excavation, structure, tank, vessel, excavation or piping system
 4. Access Requests specific to FRWA Segment One: An access request 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 Access Request form shall be submitted 14 days prior to the date proposed for commencement of work. An Access Request meeting may be required prior to the approval of the work or upon the District's request.
- C. An Access Request 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 Access Request when the work affects an existing system or process.
- D. The Contractor shall plan and schedule Access Requests as early as possible. An Access Request will be reviewed and returned within 14 days after submission of all the necessary information. Sufficient information and detail shall be included with an Access Request to permit District to evaluate the proposed operation and the associated risks. Insufficient information on an Access Request 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 Access Request 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 Access Request will require the submission of a new or revised Access Request.

1.04 SHUTDOWN PLAN

- A. A Shutdown Plan shall be included with an Access Request whenever an existing 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. Contractor is responsible for extra costs or damages incurred by Contractor or District to meet these requirements.

C. 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.

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

ACCESS REQUEST

Prime Contractor	Contract #	Date
Sub-Contractor	AR #	Revision
Contact for Contractor	Work Item #	CPM Activity #
Phone	<input type="checkbox"/> Work Plan Attached	<input type="checkbox"/> Drawing Attached

PART 1 – CONTRACTOR WORK PERMIT

Start Date/Time	Completion Date/Time
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Reference Contract Drawings/Specifications

Equipment or System to be Worked On

Location of Work

Type of Work (check all that apply)	<input type="checkbox"/> Civil	<input type="checkbox"/> Mechanical	<input type="checkbox"/> Electrical	<input type="checkbox"/> Instrumentation
	<input type="checkbox"/> Process	<input type="checkbox"/> Coating	<input type="checkbox"/> Hotwork	<input type="checkbox"/> Other (specify)
	<input type="checkbox"/> Mobilization	<input type="checkbox"/> Traffic/Ped. Access	<input type="checkbox"/> Shutdown	

Description of Work (Ref. process system/piping system)

Anticipated Hazards

Tools/Equipment to be Used	<input type="checkbox"/> Cutting/Welding Torches	<input type="checkbox"/> Arc Welders	<input type="checkbox"/> Jack Hammers
	<input type="checkbox"/> Power Saws	<input type="checkbox"/> Grinders	<input type="checkbox"/> Pneumatic Tools
	<input type="checkbox"/> Backhoe	<input type="checkbox"/> Crane	<input type="checkbox"/>

PART 2 – CONTRACTOR SAFETY PRECAUTIONS

All items checked will be complied with/used in accordance with applicable safety standards (CalOSHA, UFC, etc.) and the requesting contractor's safety program.

HOT WORK PLAN

- Isolate Combustibles
- Fire watch
- Fire Extinguishers
- Flash Protection

REVIEW EMERGENCY PROCEDURES/ALARMS

- Chlorine/Sulfur Dioxide Areas
- Oxygen Handling Areas
- Gas Management Areas
- Other _____

AIR MONITORING

- Continuous
- Periodic
- Frequency _____

HOUSEKEEPING

- Debris Removal
- Dust Control
- Maintain access to/through worksite

POTENTIAL ATMOSPHERIC HAZARDS TO BE MONITORED

- Oxygen Deficiency
- Oxygen Enrichment
- Combustible Gases
- Toxic Gases
- Other _____

EXCAVATION/TRENCHES

- Shoring
- Sloping
- Benching
- Barricades
- Excavation Plan Submittal Number _____

HAZARDOUS MATERIALS TRAINING

- Substance(s) _____

ELEVATED AREAS

- Fall Protection
- Guardrails

ENERGY CONTROL PROCEDURES

- Lockout
- Blockout
- Tagout

PIPING/EQUIPMENT OPENING AND/OR ENTRY

- (ensure prior to opening)
- Effectively Isolated
 - Depressurized
 - Drained
 - Purged/Flushed of Hazardous Substance(s)

VENTILATION

- Natural only
- Auxiliary, continuous

ABATEMENT ACTIVITIES (Title 8, Construction Safety Orders)

- Asbestos (Article 4 § 1529)
- Lead (Article 4 § 1532.1)

CONFINED SPACE PROCEDURES

- Permit Required
- Non-permit
- C-5
- Entry Permit @ site
- Personnel Retrieval System
- Communication w/ Entrant
- Rescue Personnel @ site
- Supplied Air

OTHER SAFETY PRECAUTIONS

- _____
- _____
- _____
- _____

SIGNATURE BLOCK

The work described by this Work Access Permit has been reviewed. The work methods described and identified in Parts 1 & 2, and the additional safety precautions identified in Part 3 will be complied with and effectively communicated to personnel assigned this task. If the contractor does not agree with additional safety precautions, work shall not start until resolution is attained.

Contractor Representative

Date

Comments	
Received by Resident Engineer	Date

PART 3 – APPROVERS' REMARKS

Comments	See Attachment
Approved By: Safety Office	Date

Comments	See Attachment
Approved By: Operations Support	Date

Recorded By: Resident Engineer	Phone	Date
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Work Access Permit – Page 3 of 3

Distribution:

- | | | |
|--|---|--|
| <input type="checkbox"/> Operation Support | <input type="checkbox"/> O&M Manager 1 (2) | <input type="checkbox"/> Electrical Supervisor |
| <input type="checkbox"/> Safety Officer | <input type="checkbox"/> Process Team Leader | <input type="checkbox"/> Facility Maintenance |
| <input type="checkbox"/> Resident Engineer | <input type="checkbox"/> Ops Support Supervisor | <input type="checkbox"/> Project Engineer |
| <input type="checkbox"/> Contractor (supplied by RE) | <input type="checkbox"/> Other _____ | |

**** END OF SECTION ****