

Meeting Date: 5/3/2016

Report Type: Public Hearing

Report ID: 2016-00386

Title: Approval of Park Plaza Closure, Real Property Transfers, and Purchase of Real Property for the Fire Station Replacement Program (F13000800) (Four-Fifths Vote Required) [Noticed 04/22/2016]

Location: 1591 Newborough Drive, 1640 West El Camino Avenue, 1400 North B Street, District 3; and Northwest corner of Grasslands Drive and West El Camino Avenue, District 4

Recommendation: Conduct a public hearing and, upon conclusion, pass a Resolution: 1) approving the closure of Park Plaza located at 1640 West El Camino Avenue; and 2) authorizing the City Manager or the City Manager's designee to a) assign the closed Park Plaza property to the Fire Department for the development of the new Fire Station 15; b) assign the Fire Department property located at the northwest corner of West El Camino Avenue and Grasslands Drive to the Parks and Recreation Department for the development of the replacement for Park Plaza; c) transfer funding in the amount of \$350,000 from the River District Impact Fee Fund (Fund 3212) of the Downtown/Railyards/Richards Boulevard Development Impact Fee Program to the Fire Station Replacement Program (F13000800) to be used for the purchase of 1400 North B Street; d) execute the Agreement for Sale of Real Property between the City and the Housing Authority of the City of Sacramento (Housing Authority) for the purchase of the Housing Authority property located at 1400 North B Street in the amount of \$350,000; e) establish a new capital improvement project for the Barandas Park Improvements Project (L19108100); and f) transfer funding in the amount of \$350,000 from the Fire Station Replacement Program (F13000800) to the Barandas Park Improvements Project (L19108100).

Contact: Bill Sinclair, Facilities and Real Property Superintendent, (916) 808-1905, Department of Public Works; Mary de Beauvieres, Principal Planner, (916) 808-8722 Parks and Recreation Department; Chris Costamagna, Deputy Fire Chief, (916) 808-1691, Fire Dept.

Presenter: None

Department: Public Works Department

Division: Real Estate/Asset Management

Dept ID: 15004551

Attachments:

1-Description/Analysis

2-Resolution

3-Agreement

City Attorney Review

Approved as to Form
Maila Hansen
4/26/2016 3:13:04 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 4/14/2016 7:12:52 AM

Description/Analysis

Issue Detail: Fire Station 14 located at 1341 North C Street in the River District and Fire Station 15 located at 1591 Newborough Drive in South Natomas are past their useful lives and are in need of replacement. New locations for each fire station have been proposed and will improve overall emergency response time for the areas being served, and provide sufficient land to build larger, modern fire stations with reasonable accommodations for staff. These new locations for the fire stations require the City to purchase a vacant site from the Housing Authority, and change the use of two City-owned properties.

A summary of these properties including the current and proposed use is provided in the following table.

Property	Current Owner	Proposed Owner	Current Use	Proposed Use
1400 North B St	Housing Authority	City (Fire)	Vacant land	New FS 14
1640 West El Camino Ave	City (Parks & Rec)	City (Fire)	Park Plaza	New FS 15
West El Camino Ave/Grasslands Dr	City (Fire)	City (Parks & Rec)	Vacant land	Replacement for Park Plaza

FS = Fire Station

Policy Considerations: City Council may, by resolution, convey real property owned by the City to any public body or agency without cost to such body or agency when it finds that the land will be used for a valid public purpose and that such conveyance is in the best interest of the City. (Sacramento City Code §3.88.100.)

When City Council deems it necessary that land dedicated by use for park purposes should be used for other municipal purposes, the City Council by a four-fifths vote, after giving notice and conducting a public hearing, may declare the necessity and provide that such lands can be used for other municipal purposes if: (a) an equal or greater amount of City property has been dedicated and developed, or will within a reasonable period of time be developed, for similar park purposes, and (b) the proposed use of the park land conforms to the City's general plan. (Gov. Code § 37111.1)

The action requested also conforms to Public Resources Code §§ 5401 through 5407.2 regulating use of public park property for nonpark uses, substituting park land and facilities, and change in general location of a park.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): In accordance with Sections 15262, 1531615378(b)(4), and 15061(b)(3) of the CEQA Guidelines, the assignment of the Park Plaza property to the Fire Department, the assignment of the Fire Department property to the Department of Parks and Recreation, and the purchase of the Housing Authority parcel for the future Fire Station 14 are exempt from environmental review because the master plan for the new park has not yet been developed, and it can be seen with certainty that the initial design work for Fire Stations 14 and 15 will have no significant effect on the environment. The development of the new park and the new fire stations will be subject to environmental review before commitments to construct the respective planned projects are approved.

Sustainability: Not Applicable

Commission/Committee Action: On April 7, 2016, the Parks and Recreation Commission voted to recommend closure of Park Plaza.

Rationale for Recommendation: The proposed new locations for Fire Stations 14 and 15 require purchasing a vacant site from the Housing Authority, and changing the use of two City-owned properties. These transactions are recommended for the following reasons:

- Locating new Fire Station 14 at 1400 North B Street and new Fire Station 15 at 1640 West El Camino Avenue will improve overall emergency response time for the areas being served, and provide sufficient land at each site to construct a 9,100 square foot fire station with accommodations for eight fire personnel and three engine bays. The proposed Fire Station 14 site is 1.03 acres larger than the current Fire Station 14 site, and the proposed Fire Station 15 site is 0.64 acres larger than the current Fire Station 15 site. These larger sites allow for larger apparatus bays suitable for modern fire engines and trucks, better vehicular circulation around the stations, and the ability to provide more robust stations with room to expand and serve the surrounding community into the foreseeable future.
- Park Plaza located at 1640 West El Camino Avenue is underused as a park and, due to its isolated location with only one street frontage, has been a problem park with significant calls for police services. This park is a 1.63 acre site with open turf, walkways and two bocce ball courts located adjacent to a commercial center. Because the Park Plaza land was dedicated to serve the residents in the surrounding area and was improved utilizing park development impact fees, state law requires the City to replace the park at a site within the same neighborhood park service radius. The City-owned, 1.30 acre parcel, located at the northwest corner of West El Camino Avenue and Grasslands Drive is currently designated for a future fire station. This parcel is adjacent to the existing Barandas Park and is well suited as a replacement for Plaza Park by expanding Barandas Park. This will benefit the neighborhood surrounding 1640 West El

Camino Avenue by eliminating an underused park location and replacing it with a more accessible location within the same community plan area.

Financial Considerations: An independent appraisal has valued the Housing Authority-owned property located at 1400 North B Street at \$350,000. The City and Housing Authority have negotiated an Agreement for Sale of Real Property whereby the City will purchase this property for \$350,000. This report recommends transferring \$350,000 from the River District Impact Fee Fund (Fund 3212) of the Downtown/Railyards/Richards Boulevard Development Impact Fee Program to the Fire Station Replacement Program (F13000800) for the acquisition of the 1400 North B Street property from the Housing Authority. Sufficient funding exists in the River District Impact Fee Fund (Fund 3212) to support this transfer and it is an appropriate use of funds as detailed in the area's Financing Plan.

Independent appraisals have also been completed for 1640 West El Camino Avenue (the current location of Park Plaza) and the vacant parcel at the intersection of West El Camino Avenue and Grasslands Drive (the proposed location for Park Plaza), and the market values are \$260,000 and \$250,000 respectively. This inter-agency transfer of real estate is considered approximately equivalent.

The estimated cost to replace the Park Plaza improvements at the new location is \$350,000. Since the Park Plaza relocation is required in order to construct the new Fire Station 15, this report recommends transferring funding in an amount not to exceed \$350,000 from the Fire Station Replacement Program (F13000800, General Fund, Fund 1001) to the Barandas Park Improvements Project (L19108100) to construct the replacement park facilities. Sufficient funding exists in the Fire Station Replacement Program to support this transfer.

Local Business Enterprise (LBE): Not applicable

RESOLUTION NO. 2016-

Adopted by the Sacramento City Council

May 3, 2016

APPROVING PARK PLAZA CLOSURE, REAL PROPERTY TRANSFERS, AND PURCHASE OF REAL PROPERTY FOR THE FIRE STATION REPLACEMENT PROGRAM (F13000800) (FOUR-FIFTHS VOTE REQUIRED)

BACKGROUND

- A. Fire Station 14 located at 1341 North C Street and Fire Station 15 located at 1591 Newborough Drive are past their useful lives and are in need of replacement. New locations for each fire station have been proposed and will improve overall emergency response time for the areas being served, and provide sufficient land to build larger, modern fire stations with reasonable accommodations for staff. These new locations for the fire stations require the City to purchase a vacant site from the Housing Authority of the City of Sacramento (Housing Authority), and change the use of two City-owned properties.
- B. The property located at 1400 North B Street, owned by the Housing Authority, is the proposed site for the new Fire Station 14. An independent appraisal has been completed and valued the property at \$350,000. The City and the Housing Authority have negotiated an Agreement for Sale of Real Property whereby the City will purchase the property for \$350,000. The River District Impact Fee Fund (Fund 3212) of the Downtown/Railyards/Richards Boulevard Development Impact Fee Program has been identified to fund this acquisition. Sufficient funding exists in the fund and this is an appropriate use of funds as identified in the area's Financing Plan.
- C. The two City-owned properties that are changing use are 1640 West El Camino Avenue, the current location of Park Plaza, and the northwest corner of West El Camino Avenue and Grasslands Drive, currently a vacant lot which was proposed as a future fire station site. Park Plaza is a 1.63 acre site that is underutilized as a park due to its isolated location with only one street frontage and has been a problem park with significant calls for police service. Its centralized location is more desirable for the new Fire Station 15 than the vacant lot at the northwest corner of West El Camino Avenue and Grasslands Drive, which is now proposed to be re-designated as park land to replace Park Plaza.

The vacant lot at the northwest corner of West El Camino Avenue and Grasslands Drive is 1.30 acres and is adjacent to the existing Barandas Park. This will benefit the neighborhood surrounding 1640 West El Camino Avenue by eliminating an underused park location and replacing it with a more accessible location within the same community plan area. Use of this Fire Department land to expand Barandas Park is consistent with the General Plan.

- D. The Quimby Act (Government Code Section 66477) and Chapter 16.64 of the City Code which implements this Act allow for either land dedication or fees to be paid for residential subdivisions, which is how the City acquired the Park Plaza land. This park site was improved utilizing Park Development Impact Fees which were imposed under the Mitigation Fee Act (Government Code Section 66000 *et seq.*) These laws, the Public Park Preservation Act (Public Resources Code Section 5400 *et seq.*) and Government Code Section 37111.1 provide that conversion of improved neighborhood park for other municipal purposes requires replacement of the land and the improvements to serve the residents within the same one-half mile to two mile service area. The estimated cost to replace the Park Plaza improvements at its new location is \$350,000. Since the Park Plaza relocation is required in order to construct the new Fire Station 15, transferring funding in the amount of \$350,000 from the Fire Station Replacement Program (F13000800, General Fund, Fund 1001) to the Barandas Park Improvements Project (L19108100) is recommended to construct the replacement park facilities. Sufficient funding exists in the Fire Station Replacement Program to support this transfer.

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

Section 1. **The property located at** the northwest corner of West El Camino Avenue and Grasslands Drive is better suited for the Plaza Park than the current Plaza Park location and there are compelling reasons to use the land next to Barandas Park as the substitute park site. The closure of Park Plaza located at 1640 West El Camino Avenue is hereby approved.

Section 2. The City Manager or the City Manager's designee is authorized to:

- a) Transfer the closed Park Plaza property to the Fire Department as the location for the new Fire Station 15.
- b) Transfer the Fire Department property located at the northwest corner of West El Camino Avenue and Grasslands Drive to the

Parks and Recreation Department for the replacement of Park Plaza.

- c) Transfer funding in the amount of \$350,000 from the River District Impact Fee Fund (Fund 3212) of the Downtown/Railyards/Richards Boulevard Development Impact Fee Program to the Fire Station Replacement Program (F13000800) to be used for the purchase of the Housing Authority owned property located at 1400 North B Street.
- d) Execute the Agreement for Sale of Real Property between the City and the Housing Authority and any related documents for the purchase of the Housing Authority property located at 1400 North B Street for \$350,000.
- e) Establish a new capital improvement project for the Barandas Park Improvements Project (L19108100).
- f) Transfer funding in the amount of \$350,000 from the Fire Station Replacement Program (F13000800) to the Barandas Park Improvements Project (L19108100).

Table of Contents:

Exhibit A - Agreement for Sale of Real Property for 1400 North B Street



City of Sacramento

Public Works

Real Estate

Outside Agency

Recorder

(Outside Agency requires City to sign first.)

(City Clerk to Record)

Requires Council Approval: No **YES** Meeting: **5-3-16**

General Information

Type: Agreement

Attachment: None Number: N/A

Original Document Number: N/A

\$ Not to Exceed: \$350,000.00 plus escrow fees Original Contract Amount: None

Other Party: Housing Authority of the City of Sacramento Deed: None Included Separate

Project Name: Fire Station Replacement Program No. Certified Copies of Agreement: 0

Project Number: F13000800

Bid Transaction #: N/A

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

Department Information

Department: Public Works

Division: Facilities & Real Property

Project Mgr: Richard Sanders

Supervisor: Bill Sinclair

Contract Services: N/A

Date: 4/26/16

Division Mgr: Jon Blank

Phone Number: 808-7034

Org Number: 15004551

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:		4/26/16
Supervisor:		4/26/16
City Attorney	Signature or Initial	Date
(Mail Code 09300)		4/26/16
City Attorney:	Michael Sparks	
Attention:		
<input type="checkbox"/> Send Interoffice Mail	<input checked="" type="checkbox"/> Notify for Pick Up	
Pre-Authorization	Signature or Initial	Date
Jerry Way 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"/>		

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

Contract Cover/Routing Form: Must Accompany ALL Contracts

This coversheet is to remain with the original signed Contract.

Agreement for Sale of Real Property

1400 N. B Street (002-0041-088)

This agreement, dated _____, 2016, for purposes of identification, is between the **Housing Authority of the City of Sacramento**, a public body, corporate and politic (the "**Authority**"), and the **City of Sacramento**, a municipal corporation (the "**City**").

Background

The Authority owns in fee simple the real property located at 1400 North B Street in the City of Sacramento, State of California, described and depicted in Exhibit A (the "**Property**").

The Authority acquired the Property as a housing asset from the former Redevelopment Agency of the City of Sacramento Agency (approved by the California Department of Finance on August 31, 2012).

The City desires to acquire the Property for construction and operation of new Fire Station 14.

The Authority has determined that the Property is not required for its foreseeable needs and is therefore selling it to the City for construction and operation of new Fire Station 14, which will benefit both the Authority and the City by allowing the City to better serve the Authority's Twin Rivers Public Housing Complex and its anticipated redevelopment.

With these background facts in mind, the City and the Authority agree as follows:

1. **Effective Date.** This agreement is effective on the date both parties have signed it, as indicated by the dates in the signature blocks below (the "**Effective Date**").
2. **Conveyance of Fee Title.** The Authority shall convey to City fee-simply title to the Property in accordance with the terms of this agreement.
3. **Purchase Price.** The total purchase price for the Authority's conveyance of fee-simple title to the Property is \$350,000 (the "**Purchase Price**"). The City shall deposit the Purchase Price with Escrow Holder, in cash or by certified check or cashier's check drawn to the order of Escrow Holder, in accordance with Section 5(b)(1) and shall pay the full Purchase Price to the Authority through escrow on the Closing Date in accordance with Section 5(c)(1).
4. **Escrow.** In order to consummate this transaction, the parties have opened an escrow with Placer Title Company, 1180 Iron Point Rd Suite 140, Folsom, CA 95630, (916) 353-1953, Order Number 407-12510 (the "**Escrow Holder**"). Cynthia Perez is serving as the escrow officer.
5. **Closing.** Within five Business Days after the Effective Date, the parties shall deposit a copy of this agreement with Escrow Holder. Escrow Holder shall use Sections 2, 3, 4, 5, 8, 9, 10, and 13 of this agreement as escrow instructions, together with any additional escrow

instructions the City and the Authority jointly issue to Escrow Holder. A “**Business Day**” means any day the City’s offices located at 915 I Street, Sacramento, California, are open to the general public.

(a) *The Authority’s Deliveries through Escrow.*

- (1) At least one Business Day before the Closing Date, the Authority shall sign and deposit with Escrow Holder, for recording at the Closing, a grant deed that is in the form attached to this agreement as Exhibit B (the “**Grant Deed**”), by which the Authority will convey to City fee-simple title to the Property. The title conveyed by the Grant Deed must be free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments, or other security interests of any kind, except: (i) easements or rights-of-way for public roads or public utilities, if any; and (ii) items specifically identified in Exhibit C attached hereto, if any.
- (2) At least one Business Day before the Closing Date, the Authority shall deposit 50% of the following with Escrow Holder (collectively, the “**Incidental Expenses**”): all closing costs, including documentary transfer taxes (if any), escrow fees, and recording fees.
- (3) The Authority shall sign and deposit with Escrow Holder any additional documents and items that Escrow Holder reasonably needs to close escrow.

(b) *The City’s Deliveries through Escrow.*

- (1) At least one Business Day before the Closing Date, the City shall deposit the full Purchase Price with Escrow Holder.
- (2) At least one Business Day before the Closing Date, the City shall deposit with Escrow Holder 50% of the Incidental Expenses.
- (3) As required, Authority shall sign and deposit with Escrow Holder any additional documents and items that Escrow Holder reasonably needs to close escrow.

(c) *Closing of Escrow.* As soon as is practicable after the City and the Authority have completed their deliveries through escrow, as required by Sections 5(a) and 5(b), but no later than June 10, 2016 (the actual date of closing being the “**Closing Date**”), Escrow Holder shall consummate the transaction contemplated by this agreement by doing the following (the “**Closing**”):

- (1) paying the Authority the full Purchase Price; and
- (2) causing the deed described in Section 5(a)(1) to be recorded with the Sacramento County Clerk/Recorder.

- (d) *Title Insurance.* The City, at its own option and cost, may obtain a CLTA standard coverage owner's policy of title insurance insuring that clear title to the Property is vested properly upon recording of the Grant Deed.
 - (e) *Standard Escrow Instructions.* For escrow matters not specifically addressed in this agreement, Escrow Holder's standard escrow instructions will apply. Sections 2, 3, 4, 5, 8, 9, 10, and 11 of this agreement control if a conflict arises between them and Escrow Holder's standard escrow instructions.
6. **Due Diligence.** The City has completed appropriate due diligence of the Property to inspect physical or environmental conditions or aspects of the Property, or any other matter affecting its decision to accept the Property. During its due diligence, the City was given the opportunity to perform an environmental site assessment through its own consultant.
7. **"As-Is" Sale.** The City has agreed to accept possession of the Authority Property at the Close of Escrow on an "as-is" basis. The parties agree that the Property will be sold "as is, where is, with all faults" with no right of set-off or additional consideration. The parties also agree that the sale will be without representation or warranty of any kind, express or implied, and the parties disclaim and renounce and representations or warranties, except as provided in Section 24.
8. **The Authority's Right to Terminate.** The Authority may terminate this agreement at any time, by giving written notice to the City and Escrow Holder, if the City's representation and warranty set forth in Section 24 is false in any material respect when made or becomes false in any material respect before the Closing Date. If the Authority terminates this agreement under this Section 8, then the City shall pay all Incidental Expenses.
9. **The City's Right to Terminate.** The City may terminate this agreement at any time, by giving written notice to the Authority and Escrow Holder, if the Authority's representation and warranty set forth in Section 24 is false in any material respect when made or becomes false in any material respect before the Closing Date. If the City terminates this agreement under this Section 9, then the Authority shall pay all Incidental Expenses.
10. **Authority's Default.**
- (a) If the Authority defaults in the performance of this agreement, then the City may elect, at its discretion and in addition to any other rights or remedies provided by law or this agreement, to do either of the following:
 - (1) Terminate this agreement, and thereafter the parties will be released from all further liability under this agreement except that the Authority shall pay all unpaid Incidental Expenses.
 - (2) Specifically enforce the terms of this agreement in law or in equity.

- (b) The City's rights and remedies under this agreement, whether granted by law or otherwise, are cumulative and not exclusive, and the City may exercise any or all of those rights and remedies at any time. If the City elects to close this transaction notwithstanding the Authority's breach, then that election will not result in the City's waiver of the breach, and the Authority will remain liable to the City for the breach.

11. City's Default.

- (a) If the City fails to complete the purchase of the Property for any reason, then the Authority may terminate this agreement by giving written notice to the City and Escrow Holder.
- (d) If the Authority terminates this agreement under this Section 11, then—
 - (1) the City shall pay all unpaid Incidental Expenses; and
 - (2) both parties will be released from any further liability under this agreement.

12. Notices. Any notice or other communication under this agreement must be in writing and is considered properly given and effective only when mailed or delivered in the manner provided by this Section 12 to the persons identified below. A notice or other communication that is mailed is effective or considered to have been given on the third day after it is deposited in the U.S. Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice or other communication sent in any other manner is effective or considered properly given when actually delivered. A party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this Section 12.

If to the City:

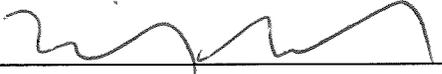
City of Sacramento
Real Estate Services
915 I Street, 2nd Floor
Sacramento, CA 95814
Attn: Supervisor, Real Estate Services
Section

If to the Authority:

Housing Authority of the City of
Sacramento
801 12th Street
Sacramento, CA 95814
Attn: Real Estate Department

- 13. Assignments.** A party may not assign or otherwise transfer this agreement or any interest in it without the other party's prior written consent, which the other party may withhold in its sole discretion. An assignment or other transfer made contrary to this Section 13 is void.
- 14. Binding Effect.** This agreement binds and inures to the benefit of the parties' successors and assigns.

15. **Time of Essence.** Time is of the essence in performing this agreement.
16. **Severability.** If a court with jurisdiction rules that any nonmaterial part of this agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this agreement remains valid and fully enforceable.
17. **Waiver.** A party's failure to insist on strict performance of this agreement or to exercise any right or remedy upon breach of this agreement is not a waiver of the performance, right, or remedy. A party's waiver of another party's breach of any provision in this agreement will not constitute a continuing waiver or a waiver of any later breach of the same or any other provision. A waiver is binding only if set forth in a writing signed by the waiving party.
18. **Interpretation.** This agreement is to be interpreted and applied in accordance with California law, except that that the rule of interpretation in California Civil Code section 1654 will not apply.
19. **Attorneys' fees.** The parties must bear their own costs and attorneys' fees incurred in connection with this agreement.
20. **No Third-Party Beneficiaries.** This agreement is solely for the benefit of the City and the Authority. It is not intended to benefit any third parties.
21. **Counterparts.** The parties may sign this agreement in counterparts, each of which is considered an original, but all of which constitute the same agreement. Facsimiles, pdfs, and photocopies of signature pages of the agreement have the same binding effect as originals.
22. **Integration and modification.** This agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations—written, oral, express, or implied—and may be modified only by another written agreement signed by both parties.
23. **Recording.** Either party may record this agreement in the Recorder's Office for Sacramento County.
24. **Authorization.** 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 the entity will be obligated to perform the terms of this agreement.

<p>AUTHORITY: HOUSING AUTHORITY OF THE CITY OF SACRAMENTO a public body, corporate and politic</p> <p>By: _____ Print Name: <u>La Shelle Dozier</u> Title: <u>Executive Director</u></p> <p>Dated: _____</p>	<p>CITY: CITY OF SACRAMENTO, a municipal corporation</p> <p>By: _____ Print Name: _____ Title: _____</p> <p>Dated: _____</p>
<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Authority Counsel</p>	<p>APPROVED AS TO FORM:</p> <p></p> <p>_____</p> <p>Deputy City Attorney</p>

ATTEST:

By: _____
City Clerk

Dated: _____

Exhibit A

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

A PORTION OF THE BLOCKS BOUNDED ON THE NORTH BY NORTH B STREET, THE SOUTH BY A STREET, THE WEST BY 13TH STREET AND THE EAST BY 15TH STREET IN THE CITY OF SACRAMENTO, ACCORDING TO THE OFFICIAL MAP THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF 14TH STREET AND THE SOUTH LINE OF NORTH B STREET; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID SOUTH LINE SOUTH 70 DEGREES 32 MINUTES 09 SECONDS EAST 40.00 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 70 DEGREES 31 MINUTES 01 SECONDS EAST 176.59 FEET; THENCE LEAVING SAID SOUTH LINE SOUTH 19 DEGREES 27 MINUTES 12 SECONDS WEST 324.69 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 26.20 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 47 DEGREES 54 MINUTES 08 SECONDS WEST 19.09 FEET TO A POINT ON THE NORTH LINE OF SAID A STREET; THENCE ALONG SAID NORTH LINE NORTH 70 DEGREES 29 MINUTES 38 SECONDS WEST 168.24 FEET; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 70 DEGREES 30 MINUTES 55 SECONDS WEST 40.00 FEET TO A POINT ON SAID WEST LINE OF 14TH STREET; THENCE ALONG SAID WEST LINE NORTH 19 DEGREES 34 MINUTES 41 SECONDS EAST 341.40 FEET TO THE POINT OF BEGINNING.

THE MERIDIAN OF THIS SURVEY IS IDENTICAL TO THAT OF THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 47 OF SURVEYS, PAGE 5, OFFICIAL RECORDS OF SAID COUNTY.

APN: 002-0041-088-0000

Exhibit B

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

MAIL TAX STATEMENTS TO

CITY OF SACRAMENTO
Attn: Finance Administration
915 I Street, 5th 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

City RESS WO#	Escrow	APN	City Agreement #
<u>2444328</u>	<u>407-12510</u>	<u>002-0041-088</u>	_____

GRANT DEED

HOUSING AUTHORITY OF THE CITY OF SACRAMENTO, a public body, corporate and politic,

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 EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

**Housing Authority of the City of Sacramento, a public
body, corporate and politic**

Dated: _____

By: _____

LA SHELLIE DOZIER
Executive Director

"Approved as to form - City Attorney"

EXHIBIT A

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

A PORTION OF THE BLOCKS BOUNDED ON THE NORTH BY NORTH B STREET, THE SOUTH BY A STREET, THE WEST BY 13TH STREET AND THE EAST BY 15TH STREET IN THE CITY OF SACRAMENTO, ACCORDING TO THE OFFICIAL MAP THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF 14TH STREET AND THE SOUTH LINE OF NORTH B STREET; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID SOUTH LINE SOUTH 70 DEGREES 32 MINUTES 09 SECONDS EAST 40.00 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 70 DEGREES 31 MINUTES 01 SECONDS EAST 176.59 FEET; THENCE LEAVING SAID SOUTH LINE SOUTH 19 DEGREES 27 MINUTES 12 SECONDS WEST 324.69 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 26.20 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 47 DEGREES 54 MINUTES 08 SECONDS WEST 19.09 FEET TO A POINT ON THE NORTH LINE OF SAID A STREET; THENCE ALONG SAID NORTH LINE NORTH 70 DEGREES 29 MINUTES 38 SECONDS WEST 168.24 FEET; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 70 DEGREES 30 MINUTES 55 SECONDS WEST 40.00 FEET TO A POINT ON SAID WEST LINE OF 14TH STREET; THENCE ALONG SAID WEST LINE NORTH 19 DEGREES 34 MINUTES 41 SECONDS EAST 341.40 FEET TO THE POINT OF BEGINNING.

THE MERIDIAN OF THIS SURVEY IS IDENTICAL TO THAT OF THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 47 OF SURVEYS, PAGE 5, OFFICIAL RECORDS OF SAID COUNTY.

APN: 002-0041-088-0000

Exhibit C

Title exceptions that will not be removed

Items 1 thru 3 paid current, 4, 5, 6, 7, 8, 9, & 10

as shown in Placer Title Company

preliminary title report # 407-12510, dated June 12, 2015