



City Council Report

915 I Street, 1st Floor
Sacramento, CA 95814

www.cityofsacramento.org

File #: 2016-01458

December 13, 2016

Consent Item 11

Title: Acquisition of Easement Agreements for the Ramona Avenue Extension Project (T15018400)

Recommendation: Pass a Motion: 1) authorizing the City Manager to execute an Agreement for Acquisition of Easement with Dimension Properties LLC, AMCAL Equities LLC, and Coleraine Capital Group Inc. in an amount not to exceed \$186,590 (plus title and escrow fees) for the acquisition of a right of way easement for the Ramona Avenue Extension Project (T15018400); 2) authorizing the City Manager to execute an Agreement for Acquisition of Easement and Temporary Construction Easement with Jahanshir Javanifard, Gayle Javanifard, Daniel Sayah, and James Sullivan III in an amount not to exceed \$687,200 (plus title and escrow fees) for the acquisition of a right of way easement and temporary construction easement for the Ramona Avenue Extension Project (T15018400); and 3) resetting the City Manager's authority to issue Supplemental Agreements for City Agreement No. 2004-015.

Location: The extension of Ramona Avenue from Brighton Avenue to Folsom Boulevard, Districts 3 and 6

Contact: William Shunk, Associate Civil Engineer, (916) 808-2986, Department of Public Works; Nick Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works

Attachments:

1-Description/Analysis

2-Agreement for Acquisition of Easement and Temporary Construction Easement

3-Agreement for Acquisition of Easement

Description/Analysis

Issue Detail: The City is currently designing the Ramona Avenue Extension Project (T15018400) with construction anticipated in the summer of 2017. Subject to City Council approval, an Agreement for Acquisition of Easement has been negotiated with Dimension Properties LLC, AMCAL Equities LLC, and Coleraine Capital Group, Inc. and an Agreement for Acquisition of Easement and Temporary Construction Easement has been negotiated with Jahanshir Javanifard, Gayle Javanifard, Daniel Sayah and James Sullivan III.

City Council action is required to authorize the City Manager to execute an agreement with Dimension Properties LLC, AMCAL Equities LLC, and Coleraine Capital Group, Inc. for the acquisition of a right of way easement needed for the extension of Ramona Avenue. The purchase price for the acquisition of the remaining area needed for the right of way easement is not to exceed \$186,590 (plus title and escrow fees).

City Council action is also required to authorize the City Manager to execute an agreement with Jahanshir Javanifard, Gayle Javanifard, Daniel Sayah, and James Sullivan III for the acquisition of a right of way easement and temporary construction easement. The purchase price of the right of way easement and temporary construction easement is not to exceed \$687,200 (plus title and escrow fees).

Policy Considerations: This project is consistent with the City's 2035 General Plan goal of improving system connectivity. It removes a significant automotive, pedestrian, and bicycling barrier from Ramona Avenue to Folsom Boulevard and the California State University Sacramento campus that is created by Highway 50.

Economic Impacts: None.

Environmental Considerations: California Environmental Quality Act (CEQA/NEPA): The City of Sacramento approved an Environmental Impact Report (SCH#2011072031) with resolution 2012-178 for the Ramona Avenue Extension in accordance with the California Environmental Quality Act (CEQA), and an Environmental Assessment in accordance with the National Environmental Policy Act (NEPA).

Sustainability: The Ramona Avenue Extension Project (T15018400) will create a convenient and safe bicycle and pedestrian connection from future student housing south of Folsom Boulevard to the California State University Sacramento campus, the University/65th Street Light Rail Station, and commercial properties on Folsom Boulevard. This connection will encourage active transportation which will reduce greenhouse gas emissions, and is

consistent with the transit oriented development identified for Folsom Boulevard in the 65th Street Station Area study.

Commission/Committee Action: None.

Rationale for Recommendation: Approval of the Agreements is required for the construction of the Ramona Avenue Extension Project (T15018400).

Financial Considerations: The total estimated cost for the environmental analysis and design for area wide improvements and construction of the Ramona Avenue Extension Project (T15018400) is approximately \$12 million.

The Ramona Avenue Extension Project (T15018400) has a total budget of \$8,509,777. Expenditures to date, which include the broader environmental and preliminary engineering for the area wide plan, total \$4,167,610. As of November 14, 2016, the unobligated balance is \$4,342,167, which is sufficient to execute the recommended easement agreements in a combined amount not to exceed \$873,790 (plus title and escrow fees) and finish design.

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

A total of \$3.6 million in federal funds is programmed for construction and will be appropriated and transferred at contract award.

Local Business Enterprise (LBE): LBE requirements are not applicable to this action.

Requires Council Approval: N Y

Council Meeting Date: 12/13/2016

Report ID:

Real Estate Other Party Signature Needed Recording Requested

General Information

Contract Type: Real Property Sale
PO Type:

\$ Not to Exceed: 687,200.00 (plus escrow cost)

Other Party: Jahanshir & Gayle Javanifard; Daniel H. Sayah; James J. Sullivan, III

Project Name: Ramona Avenue Extension

Project Number: T150185400-2001

Bid Transaction #:

Attachment Type: Addendum #:

Original Doc #:

Certified Copies #:

Deed Info:

LBE DBE MWBE

Department Information

Department: Public Works

Project Manager: William Shunk

RESS PM: Jan Ebert

Phone Number: 808-2986

Division: Transportation

RESS Supervisor: Richard Sanders

Division Manager: Nicholas Theocharides

Date: 11/09/2016 Org Number: 15001111

Comment: City Manager and City Clerk's office we would like to request this agreement to be RUSHED for fully execution so that we could wire the funds to the title company as soon as possible.

Review and Signature Routing

Department	Signature or Initial	Date
Project Manager:	WJS	11/10/16
RESS PM:	JE	11/9/16
RESS Supervisor:	[Signature]	11/9/16
Division Manager:	[Signature]	11/10/16

City Attorney	Signature or Initial	Date
City Attorney: <u>Marta Hansen</u>	MLH	11/14/16

Send Interoffice Mail

Notify for Pick Up

Name and Phone Ext:

Authorization

Department Director: Hector Barron [Signature] 11/5/16

City Manager: Y N

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is not part of the contract.

(Sticker)

For City Clerk Processing

Finalized:

Initial:

Date:

Imaged:

Initial:

Date:

Received:

(City Clerk Stamp Here)

File No.: ACQE-09-09-06
Project: Ramona Extension
CIP/WO#: T15018400-2001/532086
Parcel No.: Portion of 079-0222-002 & 025
Escrow #: 09-5008947
Title Company: Fidelity National
Date of Preliminary Title Report: 10/28/16

Grantor: **Jahanshir J. Javanifard and Gayle Javanifard, husband and wife as joint tenants as to an undivided 55% interest and Daniel H. Sayah, as a married man as his sole and separate property, as to a undivided 25% interest, and James J. Sullivan III, a single man as to an undivided 20% interest**

Grantee: **CITY OF SACRAMENTO, a municipal corporation**

**AGREEMENT FOR ACQUISITION OF EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

WHEREAS, **Jahanshir J. Javanifard, Gayle Javanifard, Daniel H. Sayah and James J. Sullivan III** ("Grantor") owns the real property (the "Property") described in the easement deed attached hereto as Exhibit "A" (the "Easement Deed") and in the temporary construction easement attached hereto as Exhibit "B" (the "TCE Deed"); and

WHEREAS, the **City of Sacramento, a municipal corporation** ("City") desires to extend Ramona Avenue from its existing terminus at Brighton Avenue to a new intersection at Folsom Boulevard (the "Project"). This Project objective is to improve pedestrian and vehicular connectivity to the north and south of Highway 50 with the extension of Ramona Avenue; and

WHEREAS, Grantor desires to convey and the City desires to acquire an easement (the "Easement") and a temporary construction easement (the "TCE Deed") in the Property, as described in the Easement Deed and TCE Deed, 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 Agreement and Easement Deed and TCE Deed. City has opened an escrow account with Fidelity National Title Company, 1375 Exposition Blvd, Suite 240, Sacramento, CA 95815, (916) 646-6057, Escrow Number 09-5008947 (hereafter referred to as the "Escrow Holder"). Upon execution of this Agreement, Grantor shall deliver this Agreement, Easement Deed and TCE Deed to the City. City shall, upon full execution of this Agreement, deliver the Easement Deed and TCE Deed to the Escrow Holder.

2. Payment/Purchase Price. The total purchase price for the Easement Deed and TCE Deed is **Six Hundred Eighty Seven Thousand Two Hundred Dollars and No Cents (\$687,200.00)**, which is specifically agreed by the parties to be the full amount of compensation due and owing to Grantor for conveyance of the Easement Deed and TCE Deed to the City. In addition, City shall reimburse Grantor for notary charges incurred by Grantor to execute the Easement Deed and TCE Deed required for this transaction upon receipt of proof of Grantor's payment to the notary.

3. Escrow. Unless extended by the mutual agreement of both parties, the escrow shall close **forty-five (45) days** after execution of this Agreement by both parties; provided that if a Resolution or Resolutions of Necessity are required in order to condemn any property required for the above-named Project, the escrow shall not close prior to the adoption of the Resolution(s) of Necessity by the City Council. If a Resolution or Resolutions of Necessity are required and the City Council does not adopt the Resolution(s), this Agreement may, at City's election, be deemed cancelled and of no force and effect, in which event both parties shall be released from any and all liability to each other of any sort or nature relating to this acquisition or the Project, and all amounts deposited in escrow by City shall be returned forthwith to City by the Escrow Holder. The close of escrow is further conditioned on the Easement Deed and TCE Deed 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 "C" 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.

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 5 hereof to be borne by the City. The Escrow Holder shall release payment to Grantor, return any credited amounts to City, and record the Easement Deed and TCE in the Recorder's Office for Sacramento County upon the close of escrow. Title to the Property described in the Easement Deed and TCE shall pass to City immediately upon close of escrow.

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

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

6. Due Diligence Period. City shall have a total of ten (10) days from the date this Agreement is executed by both parties as its due diligence period ("Due Diligence Period"), in which to disapprove of any physical or environmental conditions or aspects of the Property, or any other matter affecting City's decision to purchase the Property, which arise or become known to City during the Due Diligence Period. The Due Diligence Period may be extended by the mutual agreement of both parties. City may enter upon the Property at any time during the Due Diligence Period to perform environmental site assessments, testing, monitoring or any other form of inspection or investigation to ascertain the physical or environmental conditions or aspects of the Property. City shall repair any damage caused by its assessment, testing, monitoring or other inspection or investigation activities on the Property, and the City's indemnification and defense obligations under Section 13 of this Agreement shall apply to such activities.

If, at any time within the Due Diligence Period, City delivers to Grantor written notice of its disapproval of any physical or environmental conditions or aspects of the Property or any other matter affecting City's decision to purchase the Property, Grantor shall have 30 days from the delivery of such notice (unless such time is extended by the mutual agreement of both parties) within which to correct all such disapproved matters ("Cure Period"). If Grantor does not correct such disapproved matters to the satisfaction of the City within the Cure Period, City's exclusive remedies shall be as follows: At City's election, either (1) terminate the Agreement, without any liability on the part of either party and with City receiving a refund of all amounts deposited in escrow, less the City's share of escrow costs and fees, or (2) purchase the Property in accordance with the terms of this Agreement without a reduction in the purchase price and without any liability on the part of Grantor for said disapproved matters. City shall provide Grantor with written notice of City's election to terminate the Agreement or purchase the Property in accordance with this Agreement, as the case may be, not later than five (5) days after the expiration of the Cure Period.

If City does not deliver any written notice of disapproval to Grantor, as specified above, during the Due Diligence Period, City shall purchase the Property in accordance with the terms of this Agreement.

7. Possession and Use of the Easement and TCE Areas. The City, its authorized officers, employees, agents, and contractors, shall have the right of possession and use of the Easement and TCE areas including the right to remove and dispose of improvements and construct the above-named Project commencing on the date that this Agreement is executed by both parties; provided that City makes no representation that the Project shall be constructed, and no liability or obligation whatsoever shall be incurred by City by reason of any failure to construct the Project for any reason. If the Easement and TCE area is subsequently are not acquired by City for any reason, City shall restore the Easement and TCE area to the condition existing prior to the City's possession or use hereunder, unless otherwise agreed by the parties.

8. Eminent Domain.

A. It is mutually understood that the acquisition of the Property by City is for a public purpose, and therefore, the Property is 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 that includes the Property, or any portion thereof, has been filed by the City, 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.

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 Easement Deed and TCE Deed, 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 Easement Deed and TCE Deed or the location, establishment, construction or operation of the above-named Project within the Easement Deed and TCE Deed. 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.

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 and warranties:

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, or any portion thereof, or (3) subject an owner of the Property, 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 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.

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 of the Property subject or could subject an owner of the Property to potential liabilities under any Environmental Law (as defined below).

F. Grantor has no knowledge of any violation of any Environmental Law 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 warranties and 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 Easement Deed and TCE Deed are recorded, and shall survive the recording of the Easement Deed and TCE Deed by a period of two years following the date that the Easement Deed and TCE Deed are recorded. If, before the recording of the Easement Deed and TCE Deed, Grantor discovers any information or facts that would materially change any of these warranties and representations, Grantor shall immediately give notice to City of such facts and information. If any of the foregoing warranties and representations ceases to be true before the recording of the Easement Deed and TCE Deed, Grantor shall be obligated either to remedy the problem before the recording of the Easement Deed and TCE Deed, 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 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 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.

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 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; 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. The provisions of this Section 13 shall survive the recording of any deeds hereunder.

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

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

To Grantor

Jahanshir J. Javanifard
Gayle Javanifard
6236 Mahala Drive
Carmichael, CA 95608

Daniel Sayah
15233 Ventura Blvd., Suite 1130
Sherman Oaks, CA 91403

James J. Sullivan III
6720 Folsom Blvd, Suite 208
Sacramento, CA 95819

16. Recordation. The parties agree that this Agreement shall not be recorded in the Recorder's Office for Sacramento County, and any such recordation shall constitute a material breach of this Agreement by the party doing, arranging for, or allowing such recordation.

17. 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.

18. Special Provisions. The Special Provisions attached hereto as Exhibit "D", are hereby incorporated and made a part of this Agreement by this reference.

19. 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.

20. 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 Easement Deed and TCE Deed by City.

21. 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.

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

Grantor:
Jahanshir J. Javanifard and Gayle Javanifard, husband and wife as joint tenants as to an undivided 55% interest and Daniel H. Sayah, a married man as his sole and separate property, as to a undivided 25% interest, and James J. Sullivan III, a single man as to an undivided 20% interest

By: [Signature]
Print Name: Jahanshir J. Javanifard

Dated: 11/8/16

By: [Signature]
Print Name: Gayle Javanifard

Dated: 11/8/16

By: _____
Print Name: Daniel H. Sayah

Dated: _____

By: [Signature]
Print Name: James J. Sullivan III

Dated: 11-8-16

Grantee:
CITY OF SACRAMENTO,
a municipal corporation

By: _____
Print Name: _____
Title: _____
For John F. Shirey, City Manager

Dated: _____

APPROVED AS TO FORM:

By: Maile Hansen
City Attorney

ATTEST:

By: _____
City Clerk

Dated: _____

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

Grantor:

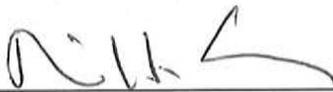
Jahanshir J. Javanifard and Gayle Javanifard, husband and wife as joint tenants as to an undivided 55% interest and Daniel H. Sayah, a married man as his sole and separate property, as to a undivided 25% interest, and James J. Sullivan III, a single man as to an undivided 20% interest

By: _____
Print Name: Jahanshir J. Javanifard

Dated: _____

By: _____
Print Name: Gayle Javanifard

Dated: _____

By: 
Print Name: Daniel H. Sayah

Dated: 11-8-2016

By: _____
Print Name: James J. Sullivan III

Dated: _____

Grantee:

**CITY OF SACRAMENTO,
a municipal corporation**

By: _____
Print Name: _____
Title: _____
For John F. Shirey, City Manager

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Dated: _____

Exhibit "A"
Easement 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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ACOE-09-09-06
RESS File #

09-5008947
Escrow #

079-0222-002 & 025
Portion of APN(s)

EASEMENT FOR PUBLIC RIGHT OF WAY

JAHANSHIR J. JAVANIFARD and GAYLE JAVANIFARD, husband and wife as joint tenants as to an undivided 55% interest and DANIEL H. SAYAH, a married man as his sole and separate property as to a undivided 25% interest, and JAMES J. SULLIVAN III, a single man to undivided 20% interest (Grantor)

hereby grants to

CITY OF SACRAMENTO, a municipal corporation (Grantee)

an easement for the construction, improvement, use, operation, repair, replacement, rehabilitation, and maintenance of public right of way and associated uses 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 DESCRIPTION MARKED AS EXHIBIT 'A'
AND DIAGRAMED IN THE CORRESPONDING PLAT MAP ATTACHED AS EXHIBIT 'B'

The Grantor(s), for themselves, and their successors and assigns, hereby waive any claim for any and all severance damages to their remaining property contiguous to the right-of way hereby conveyed by reason of the location, construction, or maintenance of said public right of way.

JAHANSHIR J. JAVANIFARD and GAYLE JAVANIFARD, husband and wife as joint tenants as to an undivided 55% interest and DANIEL H. SAYAH, a married man as his sole and separate property as to a undivided 25% interest, and JAMES J. SULLIVAN III, a single man to undivided 20% interest

REQUIRED SIGNATURES SIGNED IN COUNTERPARTS

Dated: _____

By: _____
Print Name: Jahanshir J. Javanifard

Dated: _____

By: _____
Print Name: Gayle Javanifard

Dated: _____

By: _____
Print Name: Daniel H. Sayah

Dated: _____

By: _____
Print Name: James J. Sullivan III

"Approved as to form - City Attorney"

EXHIBIT "A"

APN: 079-0222-002 & 079-0222-025

RIGHT OF WAY

All that property situate in the County of Sacramento, State of California, being a portion of PARCEL NO.1 and PARCEL NO.3 as described in the GRANT DEED, recorded on July 11, 2007 in Book 20070711, at Page 0466, Official Records of Sacramento County, more particularly described as follows:

Commencing at a 6"x6" Concrete Monument with Cut "X" at the intersection of the easterly right-of-way line of Southern Pacific Railroad, said right-of-way of Southern Pacific Railroad being 100' wide, and the northerly line of Folsom Boulevard as shown on the Record of Survey filed June 25, 1968 in Book 26 of Surveys, at Page 17, Sacramento County Records, which bears along said easterly right-of-way line, North 32°35'24" West, 1740.82 feet from a 1 1/4" Iron Pipe with tag stamped RCE 25924 marking the most westerly corner of PARCEL 1 as shown on the Record of Survey filed November 6, 1979 in Book 34 of Surveys, at Page 34, Sacramento County Records; thence leaving said easterly right-of-way, South 58°14'48" East, 696.86 feet to the southerly line of said Folsom Boulevard and the most easterly corner of said PARCEL NO. 3, the **Point of beginning**; thence along the easterly line of said PARCEL NO. 3, South 17°53'52", 2.29 feet; thence North 70°32'29" West, 19.79 feet to the beginning of a curve concave to the southeast, having a radius of 32.00 feet and a chord bearing South 63°27'38" West, 42.23 feet; thence southwesterly through a central angle of 82°34'25", 46.12 feet along said curve; thence South 22°10'26" West, 57.60 feet to the beginning of a curve concave to the east, having a radius of 306.00 feet and a chord bearing South 08°00'46" West, 149.72 feet; thence southwesterly through a central angle of 28°19'19", 151.26 feet along said curve to the southerly line of said PARCEL NO. 3; thence along said southerly line South 68°51'02" West, 51.60 feet to the beginning of a curve concave to the east, having a radius 390.50 feet and a chord bearing North 05°44'29" East, 217.70 feet; thence northeasterly through a central angle 32°22'15" 220.62 feet along said curve; thence North 67°49'41" West, 21.19 feet; thence North

36°57'52" West, 50.82 feet to the southerly line of said Folsom Boulevard; thence along said southerly line North 19°06'41", 19.72 feet; thence continuing along said southerly line South 73°51'19" East, 176.80 feet to the **Point of Beginning**.

Containing 17,610 square feet or 0.40 acres, more or less.

Bearings, distances and stationing 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 1.00004 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.



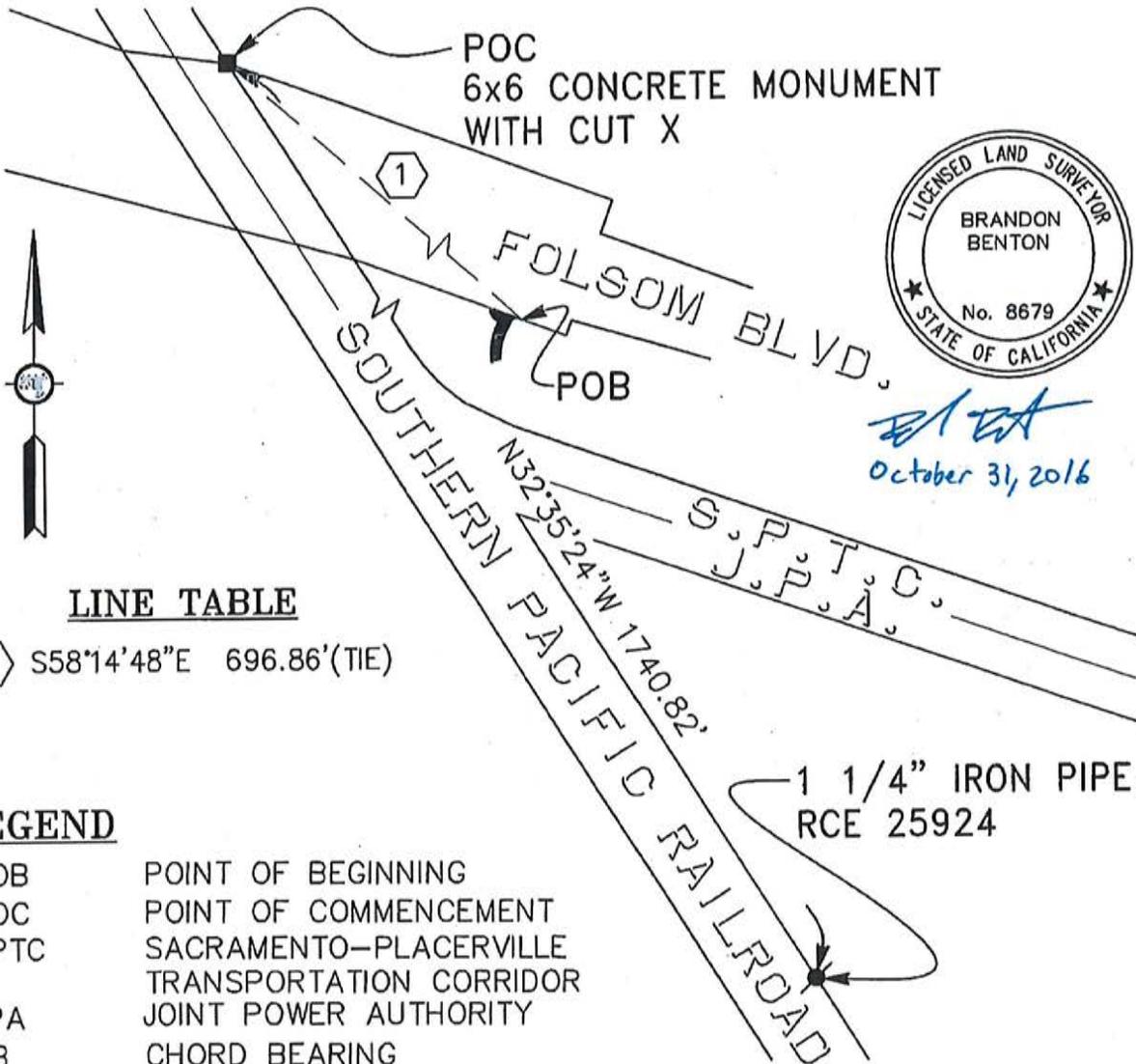
Brandon Benton, LS 8679



October 31, 2016

Date

PORTION SECTION 15
T. 8 N., R. 5 E., M.D.M.



LINE TABLE

① S58°14'48"E 696.86'(TIE)

LEGEND

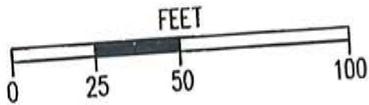
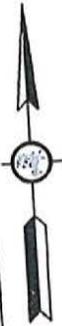
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- SPTC SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR
- JPA JOINT POWER AUTHORITY
- CB CHORD BEARING
- CH CHORD

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 1.00004 to obtain ground level distances.

SHEET 1 OF 3

 <p>Mark Thomas & Company Inc.</p>	<p>EXHIBIT B JAVANIFARD APN 079-0222-002, -025 PLAT TO ACCOMPANY LEGAL DESCRIPTION IN THE CITY OF SACRAMENTO SACRAMENTO COUNTY, CALIFORNIA</p>	
<p>Scale None Date 06-13-2016 Drawn By ECK Checked By BGB</p>		

PORTION SECTION 15
T. 8 N., R. 5 E., M.D.M.



FOLSOM

SEE SHEET 1

BLVD.

POB

N73°51'19"W 176.80'

20070711 OR 0466
PARCEL 1
APN 079-0222-025

JAVANIFARD
20070711 OR 0466
PARCEL 2
APN 079-0222-002

RIGHT-OF-WAY
0.40± Acres
17,610± SQ FT

20070711 OR 0466
PARCEL 3
APN 079-0222-025

SEE SHEET 3
FOR LINE &
CURVE TABLE

UTILITY EASEMENT
PER 690820 OR 104

SHEET 2 OF 3

 Mark
Thomas &
Company
Inc.

Scale 1"=50'
Date 06-13-2016
Drawn By ECK
Checked By BGB

EXHIBIT B
JAVANIFARD
APN 079-0222-002, -025
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA



CURVE TABLE

①

R=32.00'
 L=46.12'
 $\Delta=82^{\circ}34'25''$
 CB=S63 $^{\circ}$ 27'38"W
 CH=42.23'

②

R=306.00'
 L=151.26'
 $\Delta=28^{\circ}19'19''$
 CB=S08 $^{\circ}$ 00'46"W
 CH=149.72'

③

R=390.50'
 L=220.62'
 $\Delta=32^{\circ}22'15''$
 CB=N05 $^{\circ}$ 44'29"E
 CH=217.70'

LINE TABLE

- ① S58 $^{\circ}$ 14'48"E 696.86'(TIE)
- ② S17 $^{\circ}$ 53'52"W 2.29'
- ③ N70 $^{\circ}$ 32'29"W 19.79'
- ④ S22 $^{\circ}$ 10'26"W 57.60'
- ⑤ S68 $^{\circ}$ 51'02"W 51.60'
- ⑥ N67 $^{\circ}$ 49'41"W 21.19'
- ⑦ N36 $^{\circ}$ 57'52"W 50.82'
- ⑧ N19 $^{\circ}$ 06'41"E 19.72'

SHEET 3 OF 3

 Mark
 Thomas &
 Company
 Inc.

Scale None
 Date 06-13-2016
 Drawn By ECK
 Checked By BGB

EXHIBIT B
 JAVANIFARD
 APN 079-0222-002, -025
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 IN THE CITY OF SACRAMENTO
 SACRAMENTO COUNTY, CALIFORNIA

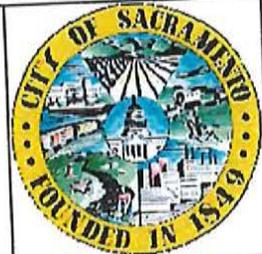


Exhibit "B"
Temporary Construction Easement (TCE)

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

ACOE-09-09-06
RESS File #

09-5008947
Escrow #

079-0222-002 & 025
Portion of APN(s)

TEMPORARY CONSTRUCTION EASEMENT

JAHANSHIR J. JAVANIFARD and GAYLE JAVANIFARD, husband and wife as joint tenants as to an undivided 55% interest and DANIEL H. SAYAH, a married man as his sole and separate property as to a undivided 25% interest, and JAMES J. SULLIVAN III, a single man to undivided 20% interest (Grantor)

hereby grant(s) to

CITY OF SACRAMENTO, a municipal corporation, a temporary easement for purposes of construction, reconstruction, installation, improvement, repair, inspection, expansion, and maintenance of public right-of-ways, 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 DESCRIPTION MARKED EXHIBIT 'A'
AND DIAGRAMED IN THE CORRESPONDING PLAT MAP ATTACHED AS EXHIBIT 'B'

The Temporary Construction Easement (TCE) shall commence as of the date this TCE is recorded and shall last for a period of twelve (12) months.

JAHANSHIR J. JAVANIFARD and GAYLE JAVANIFARD, husband and wife as joint tenants as to an undivided 55% interest and DANIEL H. SAYAH, a married man as his sole and separate property as to a undivided 25% interest, and JAMES J. SULLIVAN III, a single man to undivided 20% interest

REQUIRED SIGNATURES SIGNED IN COUNTERPARTS

Dated: _____
Dated: _____
Dated: _____
Dated: _____

By: _____
Print Name: Jahanshir J. Javanifard
By: _____
Print Name: Gayle Javanifard
By: _____
Print Name: Daniel H. Sayah
By: _____
Print Name: James J. Sullivan III

"Approved as to form - City Attorney"

EXHIBIT "A"

APN: 079-0222-002 & 079-0222-025

TEMPORARY CONSTRUCTION EASEMENT

All that property situate in the County of Sacramento, State of California, being a portion of PARCEL NO.1 PARCEL NO.2 and PARCEL NO.3 as described in the GRANT DEED, recorded on July 11, 2007 in Book 20070711, at Page 0466, Official Records of Sacramento County, more particularly described as follows:

Commencing at a 6"x6" Concrete Monument with Cut "X" at the intersection of the easterly right-of-way line of Southern Pacific Railroad, said right-of-way of Southern Pacific Railroad being 100' wide, and the northerly line of Folsom Boulevard as shown on the Record of Survey filed June 25, 1968 in Book 26 of Surveys, at Page 17, Sacramento County Records, which bears along said easterly right-of-way line, North 32°35'24" West, 1740.82 feet from a 1 1/4" Iron Pipe with tag stamped RCE 25924 marking the most westerly corner of PARCEL 1 as shown on the Record of Survey filed November 6, 1979 in Book 34 of Surveys, at Page 34, Sacramento County Records; thence leaving said easterly right-of-way, South 58°14'48" East, 696.86 feet to the southerly line of said Folsom Boulevard and the most easterly corner of said PARCEL NO. 3; thence along the southerly line of said Folsom Boulevard and the northerly line of said PARCEL NO.1 and PARCEL NO. 3, North 73°51'19" West, 135.34 feet to the westerly line of said PARCEL NO. 1; thence continuing along said southerly line also being said westerly line, South 19°06'41" West, 19.72 feet to the northerly line of said PARCEL NO.1 and the **Point of Beginning**; thence along the southerly line of said Folsom Boulevard and the northerly line of said PARCEL NO. 1 and PARCEL NO. 2, North 70°06'19" West, 36.99 feet; thence leaving said northerly line, South 07°33'22", 22.99 feet; thence South 24°01'44" East, 95.86 feet; thence South 05°07'48" West, 69.65 feet; thence South 04°19'34" East, 96.71 feet; thence South 09°17'09" East, 11.20 feet to the southerly line of said PARCEL NO. 3, also being the northerly line of the property described by GRANT DEED to STATE OF CALIFORNIA, recorded on August 20, 1969 in Book 690820, at Page 104, Official

Records of Sacramento County; thence along said northerly line, North 68°51'02" East, 26.05 feet to the beginning of a non-tangent curve concave to the west, having a radius of 390.20 feet and a chord bearing North 05°44'29" East, 217.70 feet; thence leaving said southerly line through a central angle of 32°22'15" 220.62 feet along said curve; thence North 67 49' 41" West, 21.19 feet; thence North 36°57'52" West, 50.82 feet to the **Point of Beginning**.

Containing 9,787 square feet or 0.22 acres, more or less.

Bearings, distances and stationing 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 1.00004 to obtain ground level distances.

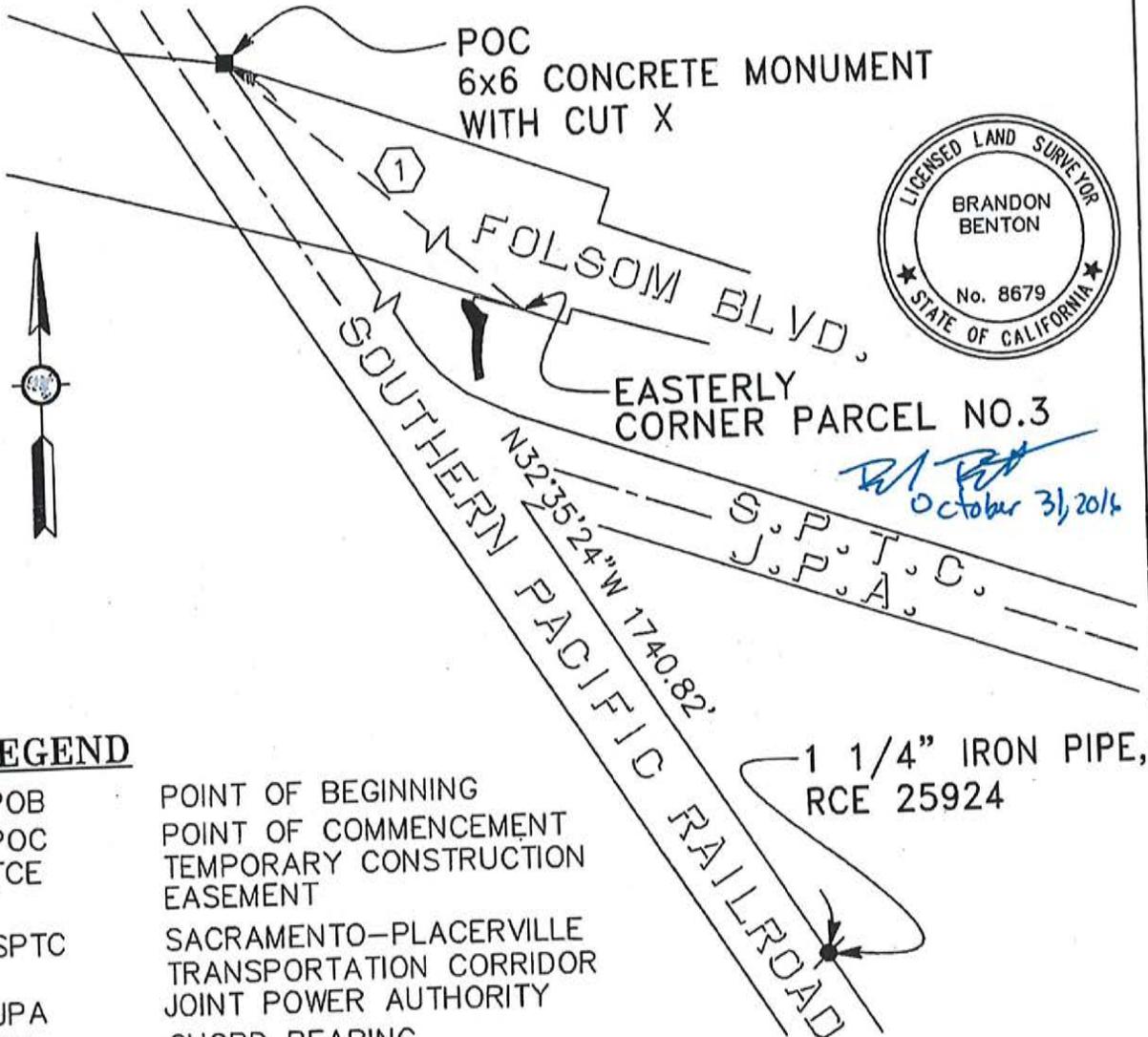
This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Brandon Benton, LS 8679



October 31, 2016
Date

PORTION SECTION 15
T. 8 N., R. 5 E., M.D.M.



LEGEND

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- TCE TEMPORARY CONSTRUCTION EASEMENT
- SPTC SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
- JPA JOINT POWER AUTHORITY
- CB CHORD BEARING
- CH CHORD

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 1.00004 to obtain ground level distances.

SHEET 1 OF 3

 <p>Mark Thomas & Company Inc.</p>	<p>EXHIBIT B JAVANIFARD APN 079-0222-002, -025 PLAT TO ACCOMPANY LEGAL DESCRIPTION IN THE CITY OF SACRAMENTO SACRAMENTO COUNTY, CALIFORNIA</p>	
<p>Scale None Date 06-13-2016 Drawn By ECK Checked By BGB</p>		

PORTION SECTION 15
T. 8 N., R. 5 E., M.D.M.



POB

FOLSOM

SEE SHEET 1

BLVD.

N73°51'19"W 135.34'

JAVANIFARD
20070711 OR 0466
APN 079-0222-002

JAVANIFARD
20070711 OR 0466
APN 079-0222-025

TCE

0.22± Acres
9,787± SQ FT

SEE SHEET 3
FOR LINE &
CURVE TABLE

PUBLIC UTILITY
EASEMENT
PER 690820 OR 104

SHEET 2 OF 3

 Mark
Thomas &
Company
Inc.

Scale 1"=50'
Date 06-13-2016
Drawn By ECK
Checked By BGB

EXHIBIT B
JAVANIFARD
APN 079-0222-002, -025
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA



LINE TABLE

- ① S58°14'48"E 696.86'(TIE)
- ② S19°06'41"W 19.72'
- ③ N70°06'19"W 36.99'
- ④ S07°33'22"W 22.99'
- ⑤ S24°01'44"E 95.86'
- ⑥ S05°07'48"W 69.65'
- ⑦ S04°19'34"E 96.71'
- ⑧ S09°17'09"E 11.20'
- ⑨ N68°51'02"E 26.05'
- ⑩ N67°49'41"W 21.19'
- ⑪ N36°57'52"W 50.82'

CURVE TABLE

①
R=390.50'
L=220.62'
 $\Delta=32^{\circ}22'15''$
CB=N05°44'29"E
CH=217.70'

SHEET 3 OF 3

 Mark
Thomas &
Company
Inc.
Scale None
Date 06-13-2016
Drawn By ECK
Checked By BGB

EXHIBIT B
JAVANIFARD
APN 079-0222-002, -025
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA



Exhibit "C"

Title exceptions that will not be removed:
Items 1-5 paid current, 6 through 15
as shown in Fidelity National Title Insurance Company
preliminary title report # 09-5008947, dated October 28, 2016

Exhibit "D"
Special Provisions
for
Temporary Construction Easement

The TCE Deed shall be in effect for a period of twelve (12) months commencing on the date the TCE Deed is recorded. Grantor agrees that upon the expiration of the TCE Deed, City has the option to extend the term of the TCE area, or any portion thereof, for up to an additional twelve (12) months. The rate for the extended use of the TCE Deed shall be **\$1,696.42 per month**. It is further agreed and understood that City shall provide Grantor with written notice of its intent to extend the term of the TCE Deed at least thirty (30) days prior to the expiration of the TCE Deed.

It is agreed that all work performed under this Agreement by City and situated within the Property shall be done in a good and workmanlike manner. Unless otherwise expressly stated in this Agreement, all work performed under this Agreement by the City shall be done at a time and in a manner as the City, in its sole discretion, deems most appropriate for project purposes.

Requires Council Approval: N Y

Council Meeting Date: 12/13/2016

Report ID:

Real Estate Other Party Signature Needed Recording Requested

General Information

Attachment Type: Addendum #:
Contract Type: Real Property Sale
Original Doc #:
PO Type:
Certified Copies #:
\$ Not to Exceed: 186,590.00 (plus escrow cost)
Deed Info:
Other Party: Dimension Properties, LLC; AMCAL Equities, LLC; Coleraine Capital Group, Inc.
Project Name: Ramona Avenue Extension
Project Number: T150185400-2001
Bid Transaction #:
LBE [] DBE [] MWBE []

Department Information

Department: Public Works
Division: Transportation
Project Manager: William Shunk
Supervisor: Richard Sanders
RESS PM: Jan Ebert
Division Manager: Nicholas Theocharides
Phone Number: 808-2986
Date: 11/09/2016 Org Number: 15001111

Comment: City Manager and City Clerk's office we would like to request this agreement to be RUSHED for fully execution so that we could wire the funds to the title company as soon as possible.

Review and Signature Routing

Department Signature or Initial Date
Project Manager: WAS 11/10/16
RESS PM: [Signature] 11/9/16
RESS Supervisor: [Signature] 11/9/16
Division Manager: [Signature] 11/10/16

City Attorney Signature or Initial Date
City Attorney: [Signature] 11-10-16
Name and Phone Ext:

[] Send Interoffice Mail [x] Notify for Pick Up

Authorization Signature or Initial Date
Department Director: Hector Barron [Signature] 11-15-16
City Manager: Y [x] N []

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is not part of the contract.

(Sticker)

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

File No.: ACQE-09-09-01
Project: Ramona Extension
CIP/WO#: T15018400-2001/532086
Parcel No.: Portion of 079-0241-010 & 011
Escrow #: 09-5008941
Title Company: Fidelity National
Date of Preliminary Title Report: 5/8/16

AGREEMENT FOR ACQUISITION OF EASEMENT

This Agreement for Acquisition of Easement ("Agreement") is entered into on _____, 2016, by and between the CITY OF SACRAMENTO, a municipal corporation, ("City") DIMENSION PROPERTIES, LLC, a California Limited Liability Company, ("Owner") AMCAL Equities, LLC, a California Limited Liability Company and Coleraine Capital Group, Inc., a California corporation (collectively "Grantor").

WHEREAS, Owner currently owns the real property (the "Property") described in the easement deed attached hereto as Exhibit "A" (the "Easement Deed");

WHEREAS, the City desires to extend Ramona Avenue from its existing terminus at Brighton Avenue to a new intersection at Folsom Boulevard (the "Project"). This Project objective is to improve pedestrian and vehicular connectivity to the north and south of Highway 50 with the extension of Ramona Avenue;

WHEREAS, Owner is under contract to sell the Property to Grantor, which transaction is expected to close in mid-November. Grantor needs the Project to be constructed to serve Grantor's planned development project known as The Crossings. As a condition of approval of Grantor's development project, Grantor is required to dedicate the right of way for the planned roadway. The Easement Deed legal description includes the road right of way. A remnant portion of Owner's property that is not part of the roadway needs to be acquired by City, which is the purpose of this Agreement. The remnant is included in the legal description for the Easement Deed. Owner desires that the easement be conveyed by Grantor once Grantor becomes the owner of the Property, and Grantor is willing to execute the Easement Deed in accordance with the terms of this Agreement; and

WHEREAS, either Grantor or Owner will convey the easement encumbering the Property on the terms and conditions set forth herein.

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

1. Execution and Delivery of Agreement and Easement Deed. City has opened an escrow account with Fidelity National Title Company, 1375 Exposition Blvd, Suite 240, Sacramento, CA 95815, (916) 646-6057, Escrow Number 09-5008941 (hereafter referred to as the "Escrow Holder"). Upon execution of this Agreement by Owner and Grantor, Owner

shall deliver this Agreement to the City. City shall, upon full execution of this Agreement, deliver an original to the Escrow Holder. City will deposit with Escrow Holder the Purchase Price within thirty (30) days after the Agreement is delivered to Escrow Holder. Within fifteen (15) days after Grantor has become owner of the Property, Grantor shall execute the Easement Deed and deliver it to Escrow Holder. If Grantor does not own the Property by December 9, 2016, then Owner shall execute the Easement Deed and deliver it to Escrow Holder to allow for escrow to close by no later than January 13, 2017.

2. Payment/Purchase Price. The total Purchase Price for the Easement Deed is **One Hundred Eighty-Six Thousand Five Hundred and Ninety Dollars and No Cents (\$186,590.00)**, which is specifically agreed by the parties to be the full amount of compensation due and owing for conveyance of the Easement Deed to the City. City will also reimburse Grantor (or Owner as applicable) for notary charges incurred to execute the Easement Deed required for this transaction upon receipt of proof of payment to the notary.

3. Escrow. Unless extended by the mutual agreement of the parties, the escrow shall close **by no later than January 13, 2017** provided that if a Resolution or Resolutions of Necessity are required in order to condemn any property required for the above-named Project, the escrow shall not close prior to the adoption of the Resolution(s) of Necessity by the City Council. If a Resolution or Resolutions of Necessity are required and the City Council does not adopt the Resolution(s), this Agreement may, at City's election, be deemed cancelled and of no force and effect, in which event the parties shall be released from any and all liability to each other of any sort or nature relating to this acquisition for the Project, and all amounts deposited in escrow by City shall be returned forthwith to City by the Escrow Holder. The close of escrow is further conditioned on the Easement Deed 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 "B" attached hereto, if any. For deeds of trust or similar security interests, in lieu of removal, Grantor or Owner, applicable, 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 and Owner herein.

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 6 hereof to be borne by the City. The Escrow Holder shall release payment to Grantor or Owner, based on written instructions executed by both Grantor and Owner, return any credited amounts to City, and record the Easement Deed in the Recorder's Office for Sacramento County upon the close of escrow. Title to the Property described in the Easement Deed shall pass to City immediately upon close of escrow.

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 and Owner agree to execute such additional documents as may be reasonably necessary to consummate the purchase and sale herein contemplated.

4. Title Insurance. City may obtain a CLTA extended coverage owner's policy of title insurance insuring that clear title to the Easement is vested in City upon recording of the Easement Deed.

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

6. Due Diligence Period. City shall have a total of ten (10) days from the date this Agreement is executed by the parties as its due diligence period ("Due Diligence Period"), in which to disapprove of any physical or environmental conditions or aspects of the Property, or any other matter affecting City's decision to purchase the Property, which arise or become known to City during the Due Diligence Period. The Due Diligence Period may be extended by the mutual agreement of both parties. City may enter upon the Property at any time during the Due Diligence Period to perform environmental site assessments, testing, monitoring or any other form of inspection or investigation to ascertain the physical or environmental conditions or aspects of the Property. City shall repair any damage caused by its assessment, testing, monitoring or other inspection or investigation activities on the Property, and the City's indemnification and defense obligations under Section 12 of this Agreement shall apply to such activities.

If, at any time within the Due Diligence Period, City delivers to Grantor and Owner written notice of its disapproval of any physical or environmental conditions or aspects of the Property or any other matter affecting City's decision to purchase the Property, Grantor and Owner shall have 30 days from the delivery of such notice (unless such time is extended by the mutual agreement of the parties) within which to correct all such disapproved matters ("Cure Period"). If Grantor or Owner, as applicable, does not correct such disapproved matters to the satisfaction of the City within the Cure Period, City's exclusive remedies shall be as follows: At City's election, either (1) terminate the Agreement, without any liability on the part of any party and with City receiving a refund of all amounts deposited in escrow, less the City's share of escrow costs and fees, or (2) purchase the Property in accordance with the terms of this Agreement without a reduction in the purchase price and without any liability on the part of Grantor or Owner for said disapproved matters. City shall provide Grantor and Owner with written notice of City's election to terminate the Agreement or purchase the Property in accordance with this Agreement, as the case may be not later than five (5) days after the expiration of the Cure Period.

If City does not deliver any written notice of disapproval to Grantor, as specified above, during the Due Diligence Period, City shall purchase the Property in accordance with the terms of this Agreement.

7. Possession and Use of the Easement Area. The City, its authorized officers, employees, agents, and contractors, shall have the right of possession and use of the Easement area including the right to remove and dispose of improvements and construct the

above-named Project commencing on the date that this Agreement is executed by both parties; provided that City makes no representation that the Project shall be constructed, and no liability or obligation whatsoever shall be incurred by City by reason of any failure to construct the Project for any reason. If the Easement area is subsequently not acquired by City for any reason, City shall restore the Easement area to the condition existing prior to the City's possession or use hereunder, unless otherwise agreed by the parties.

8. Eminent Domain.

A. It is mutually understood that the acquisition of the Property by City is for a public purpose, and therefore, the Property is 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 that includes the Property, or any portion thereof, has been filed by the City, Grantor and Owner hereby agree and consent to the dismissal of such action. The Grantor and Owner waive 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.

9. Just Compensation. Grantor and Owner agree 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 and Owner may have against City by reason of the acquisition, improvement, possession or occupancy of the Easement Deed, and Grantor and Owner hereby waive any and all such claims, including claims for severance or taking compensation or damages on account of the acquisition of the Easement Deed or the location, establishment, construction or operation of the above-named Project within the Easement Deed. The foregoing waiver shall include any and all rights or claims that Grantor and Owner may have under Article 1, section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation.

10. No Leases. Grantor and Owner warrant that there are no leases on all or any portion of the Property, and the Grantor and Owner further agree 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 and Owner's Representations. Grantor and Owner each make the following representations and warranties pertaining to the time period when they owned the Property prior to the conveyance of the Easement Deed:

A. 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 its 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 which could (1) affect title

to the Property, or any portion thereof, (2) affect the value of the Property, or any portion thereof, or (3) subject an owner of the Property, or any portion thereof, to liability.

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

D. It 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. Owner and Grantor provided City with copies of Level I Reports by Raney Geotechnical dated May 10, 2000 (attached) and Rincon Consultants, Inc. dated January 14, 2016 and the Level II Report by Rincon Consultants, Inc. dated October 7, 2016.

E. To the best of its knowledge, there are no notices or other information giving reason to believe that any conditions existing on the Property or in the vicinity of the Property subject or could subject an owner of the Property to potential liabilities under any Environmental Law (as defined below).

F. It has no knowledge of any violation of any Environmental Law arising out of 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 its 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 its knowledge, conveyance of the property rights described herein will not constitute a breach or default under any agreement to which it is bound and/or to which the Property is subject.

Each of the above warranties and 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 Easement Deed is recorded, and shall survive the recording of the Easement Deed by a period of two years following the date that the Easement Deed is recorded. If, before the recording of the Easement Deed, Grantor or Owner discovers any information or facts that would materially change any of these warranties and representations, Grantor or Owner, respectively, shall immediately give notice to City of such facts and information. If any of the foregoing warranties and representations ceases to be true before the recording of the Easement Deed, Grantor or Owner, as applicable, shall be obligated either to remedy the problem before the recording of the Easement Deed, 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 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 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.

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 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; 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. The provisions of this Section 13 shall survive the recording of any deeds hereunder. The provisions of this Section 13 shall not apply to Grantor if Grantor does not acquire the Property from Owner.

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

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

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

To Owner

Dimension Properties, LLC, a California Limited Liability Company
Attn: Scott Lee
2930 Ramona Avenue, Suite 600
Sacramento, CA 95826

To Grantor

Attn: Percival Vaz
AMCAL Equities, LLC
30141 Agoura Road, Ste 100
Agoura Hills CA 95301-4332

Attn: David Moon
Coleraine Capital Group, Inc.
2100 Garden Road, Bldg. A
Monterey, CA 93940

16. Recordation. The parties agree that this Agreement shall not be recorded in the Recorder's Office for Sacramento County, and any such recordation shall constitute a material breach of this Agreement by the party doing, arranging for, or allowing such recordation.

17. Binding on Successors. This Agreement shall be binding on and shall inure to the benefit of the City, Owner 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 the parties, and any attempt to assign this Agreement without such consent shall be void. The parties hereby consent to the future assignment of Grantor's interest to AMCAL Sacramento, LLC, a Delaware limited liability company, an affiliate of AMCAL Equities, LLC, subject to AMCAL Sacramento, LLC assuming the obligations of Grantor as set forth herein. This Agreement is binding on successors in interest in the Property and may be recorded by City.

18. 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.

19. 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 Easement Deed by City.

20. 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.

(REST OF PAGE LEFT INTENTIONALLY BLANK)

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

Owner:
Dimension Properties, LLC,
a California Limited Liability Company

By: [Signature]
Print Name: Scott M. Lee
Title: Manager

Dated: 11/1/2016

By: [Signature]
Print Name: Kenneth D. Sisler
Title: Manager

Dated: 11-1-16

By: [Signature]
Print Name: David R. Sisler
Title: Manager

Dated: 11-1-16

Grantor:
AMCAL Equities LLC,
a California Limited Liability Company

By: _____
Print Name: Percival Vaz
Title: Managing Member

Dated: _____

Coleraine Capital Group, Inc.
a California corporation

By: _____
Print Name: David J. Moon
Title: President

Dated: _____

Grantee:
CITY OF SACRAMENTO,
a municipal corporation

By: _____
Print Name: _____
Title: _____
For John F. Shirey, City Manager

Dated: _____

APPROVED AS TO FORM:

By: [Signature]
City Attorney

ATTEST:

By: _____
City Clerk

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

Owner:
Dimension Properties, LLC,
a California Limited Liability Company

By: _____
Print Name: Scott M. Lee
Title: Manager

Dated: _____

By: _____
Print Name: Kenneth D. Sisler
Title: Manager

Dated: _____

By: _____
Print Name: David R. Sisler
Title: Manager

Dated: _____

Grantor:
AMCAL Equities LLC,
a California Limited Liability Company

By: Percival Vaz
Print Name: Percival Vaz
Title: Managing Member

Dated: 11/1/16

Coleraine Capital Group, Inc.
a California corporation

By: _____
Print Name: David J. Moon
Title: President

Dated: _____

Grantee:
CITY OF SACRAMENTO,
a municipal corporation

By: _____
Print Name: _____
Title: _____
For John F. Shirey, City Manager

Dated: _____

APPROVED AS TO FORM:

By: [Signature]
City Attorney

ATTEST:

By: _____
City Clerk

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

Owner:
Dimension Properties, LLC,
a California Limited Liability Company

By: _____
Print Name: Scott M. Lee
Title: Manager

Dated: _____

By: _____
Print Name: Kenneth D. Sisler
Title: Manager

Dated: _____

By: _____
Print Name: David R. Sisler
Title: Manager

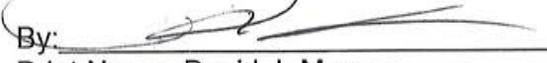
Dated: _____

Grantor:
AMCAL Equities LLC,
a California Limited Liability Company

By: _____
Print Name: Percival Vaz
Title: Managing Member

Dated: _____

Coleraine Capital Group, Inc.
a California corporation

By: 
Print Name: David J. Moon
Title: President

Dated: 11/3/16

Grantee:
CITY OF SACRAMENTO,
a municipal corporation

By: _____
Print Name: _____
Title: _____
For John F. Shirey, City Manager

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Exhibit "A"
Easement 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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ACQE-09-09-01
RESS File #

09-5008941
Escrow #

079-0241-010 & 079-0241-011
Portion of APN(s)

EASEMENT FOR PUBLIC RIGHT OF WAY

AMCAL EQUITIES, LLC, a California Limited Liability Company and Coleraine Capital Group, Inc., a California corporation (collectively "Grantor")

hereby grants to

CITY OF SACRAMENTO, a municipal corporation, (Grantee)

an easement for the construction, improvement, use, operation, repair, replacement, rehabilitation, and maintenance of public right of way and associated uses 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 DESCRIPTION MARKED AS EXHIBIT 'A'
AND DIAGRAMED IN THE CORRESPONDING PLAT MAP ATTACHED AS EXHIBIT 'B'

The Grantor(s), for themselves, and their successors and assigns, hereby waive any claim for any and all severance damages to their remaining property contiguous to the right-of way hereby conveyed by reason of the location, construction, or maintenance of said public right of way.

**AMCAL EQUITIES, LLC, a California Limited Liability Company
and Coleraine Capital Group, Inc., a California corporation
(collectively "Grantor")**

AMCAL EQUITIES, LLC, a California Limited Liability Company

Dated: _____

By: _____
Print Name: Percival Vaz
Title: Managing Member

Coleraine Capital Group, Inc., a California corporation

Dated: _____

By: _____
Print Name: David. J. Moon
Title: President

EXHIBIT "A"

APN: 079-0241-010 & 079-0241-011

RIGHT OF WAY

All that property situate in the County of Sacramento, State of California, being a portion of PARCEL 1 and PARCEL 2 as described in the CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT of Dimension Properties, LLC recorded on April 19, 2005 in Book 20050419, at Page 2230, Official Records of Sacramento County, more particularly described as follows:

Commencing at a 6"x6" Concrete Monument with a Cut "X" at the intersection of the easterly right-of-way line of Southern Pacific Railroad, said right-of-way of Southern Pacific Railroad being 100' wide, and the northerly line of Folsom Boulevard as shown on the Record of Survey filed June 25, 1968 in Book 26 of Surveys, at Page 17, Sacramento County Records; thence along said easterly right-of-way line, South 32°35'24" East, 1740.82 feet to a 1 1/4" Iron Pipe with tag stamped RCE 25924 marking the most westerly corner of PARCEL 1 as shown on the Record of Survey filed November 6, 1979 in Book 34 of Surveys, at Page 34, Sacramento County Records; thence leaving said easterly right-of-way line, South 76°40'03" East, 814.97 feet to the westerly right-of-way line of Ramona Avenue, as described in the EASEMENT granted to CITY OF SACRAMENTO, a municipal corporation recorded on March 14, 1991 in Book 910314 of Official Records of Sacramento County, at Page 0948, the **Point of Beginning**; thence leaving said westerly right-of-way line, North 58°34'45" West, 17.58 feet; thence North 32°35'24" West, 148.09 feet; thence North 36°53'48" West, 99.50 feet to the beginning of a curve concave to the southwest, having a radius of 80.00 feet and a chord bearing North 45°44'27" West, 24.60 feet; thence northwesterly through a central angle of 17°41'18", 24.70 feet along said curve to the beginning of a compound curve, having a radius of 207.00 feet and a chord bearing North 62°45'24" West, 58.84 feet; thence northwesterly through a central angle of 16°20'30", 59.04 feet along said curve to the beginning of a reverse curve concave to the northeast, having a radius of 75.29 feet and a chord bearing North 37°14'20" West, 83.37

feet; thence northwesterly through a central angle of $67^{\circ}14'21''$, 88.36 feet along said curve to the beginning of a reverse curve concave to the southwest, having a radius of 60.00 feet and a chord bearing North $38^{\circ}40'37''$ West, 76.36 feet; thence northwesterly through a central angle of $79^{\circ}02'07''$, 82.77 feet along said curve to the beginning of a reverse curve concave to the northeast, having a radius of 215.00 feet and a chord bearing North $70^{\circ}15'23''$ West, 59.39 feet; thence northwesterly through a central angle of $15^{\circ}52'35''$, 59.58 feet along said curve to the beginning of a reverse curve concave to the southwest, having a radius of 467.00 feet and a chord bearing North $68^{\circ}59'41''$ West, 108.59 feet; thence northwesterly through a central angle of $13^{\circ}21'11''$, 108.84 feet; thence North $89^{\circ}13'30''$ West, 23.66 feet; thence North $77^{\circ}54'13''$ West, 42.80 feet; thence North $12^{\circ}05'46''$ East, 7.33 feet; thence North $77^{\circ}54'13''$ West, 138.00 feet; thence North $64^{\circ}34'13''$ West, 52.04 feet; thence North $77^{\circ}54'14''$ West, 87.56 feet to the westerly line of said PARCEL 1; thence along said westerly line, North $03^{\circ}05'24''$ West, 86.86 feet to the south line of Brighton Avenue, as shown on said Record of Survey; thence along said south line, South $71^{\circ}04'24''$ East, 604.41 feet to the westerly right-of-way line of Ramona Avenue, as shown on said Record of Survey and described on said EASEMENT; thence along said westerly right-of-way line, the following three (3) courses:

1. South $32^{\circ}35'24''$ East, 60.58 feet to the beginning of a non-tangent curve concave to the east, having a radius of 63.00 feet and a chord bearing South $09^{\circ}06'40''$ East, 50.20 feet,
2. southerly through a central angle of $46^{\circ}57'29''$, 51.63 feet along said curve and
3. South $32^{\circ}35'24''$ East, 378.31 feet to the **Point of Beginning**.

Containing 51,137 square feet or 1.17 acres, more or less.

Bearings, distances and stationing 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 1.00004 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.



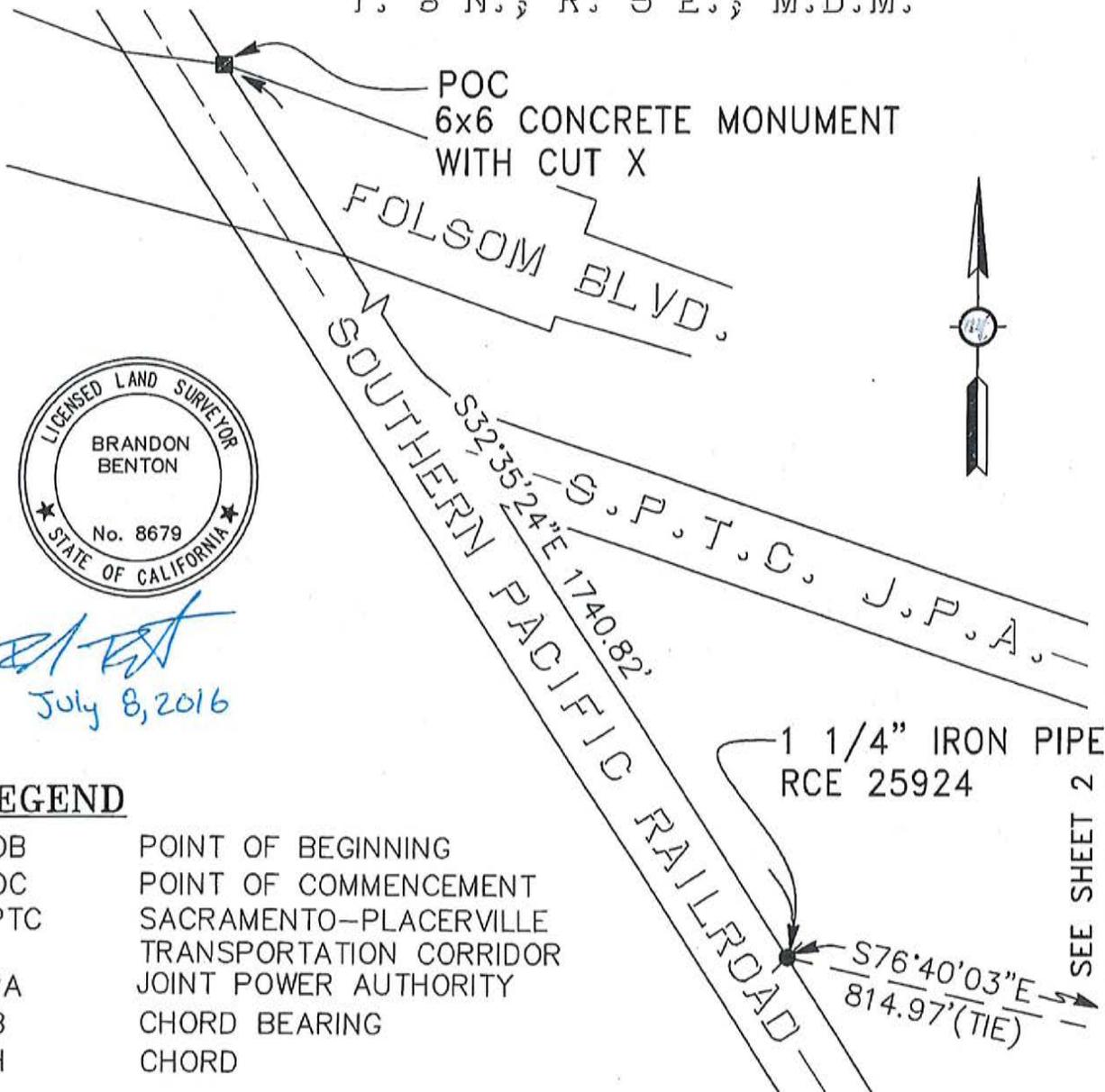
Brandon Benton, LS 8679



July 8, 2016

Date

PORTION SECTION 15
T. 8 N., R. 5 E., M.D.M.



[Signature]
July 8, 2016

LEGEND

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- SPTC SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
- JPA JOINT POWER AUTHORITY
- CB CHORD BEARING
- CH CHORD

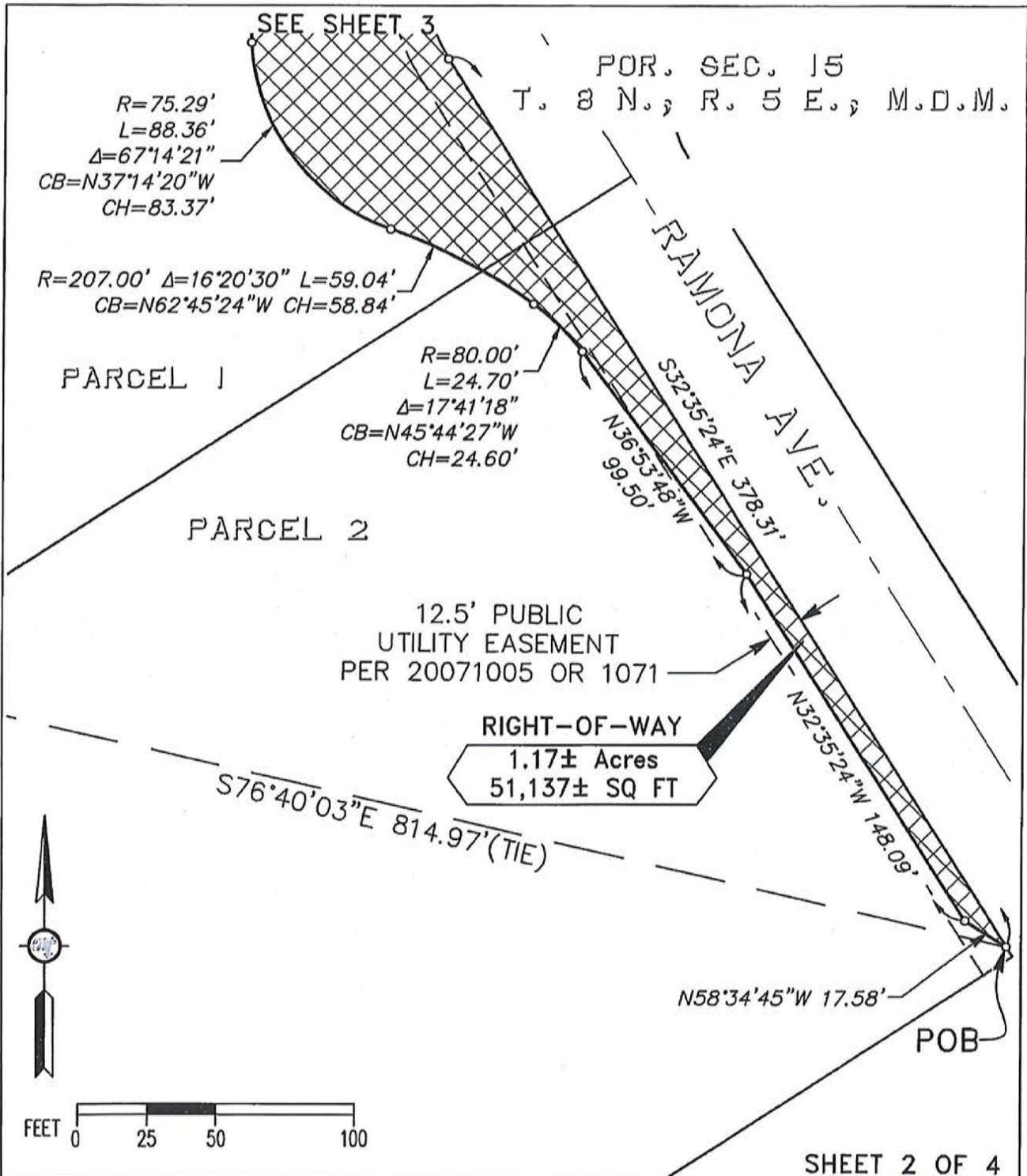
Bearings and distances shown are based on the California Coordinate System of 1983, Epoch 1997.30 Zone 2. Distances are in US survey feet unless otherwise noted. Multiply distances shown by 1.00004 to obtain ground level distances.

SHEET 1 OF 4

mt Mark Thomas & Company Inc.
Scale None
Date 07-07-2016
Drawn By ECK
Checked By BB

EXHIBIT B
DIMENSION PROPERTIES, LLC
APNs 079-0241-010 & -011
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA





SHEET 2 OF 4

 Mark Thomas & Company Inc.
 Scale 1"=50'
 Date 07-07-2016
 Drawn By ECK
 Checked By BB

EXHIBIT B
 DIMENSION PROPERTIES, LLC
 APNs 079-0241-010 & -011
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 IN THE CITY OF SACRAMENTO
 SACRAMENTO COUNTY, CALIFORNIA



POR. SEC. 15
T. 8 N., R. 5 E., M.D.M.

SEE SHEET 4

BRIGHTON AVE.
S71°04'24"E 604.41'

2

1

R=467.00'
L=108.84'
Δ=13°21'11"
CB=N68°59'41"W
CH=108.59'

R=215.00'
L=59.58'
Δ=15°52'35"
CB=N70°15'23"W
CH=59.39'

6

1

R=60.00'
L=82.77'
Δ=79°02'07"
CB=N38°40'37"W
CH=76.36'

1

R=75.29'
L=88.36'
Δ=67°14'21"
CB=N37°14'20"W
CH=83.37'

SEE SHEET 2

LINE TABLE

- ① N89°13'30"W 23.66'
- ② N77°54'13"W 42.80'
- ⑥ S32°35'24"E 60.58'

CURVE TABLE

①

R=63.00'
L=51.63'
Δ=46°57'29"
CB=S09°06'40"E
CH=50.20'

DIMENSION
PROPERTIES, LLC

PARCEL 1

PARCEL 2



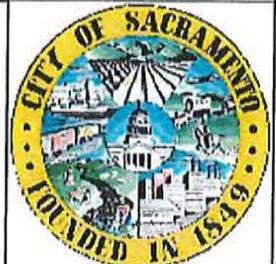
SHEET 3 OF 4



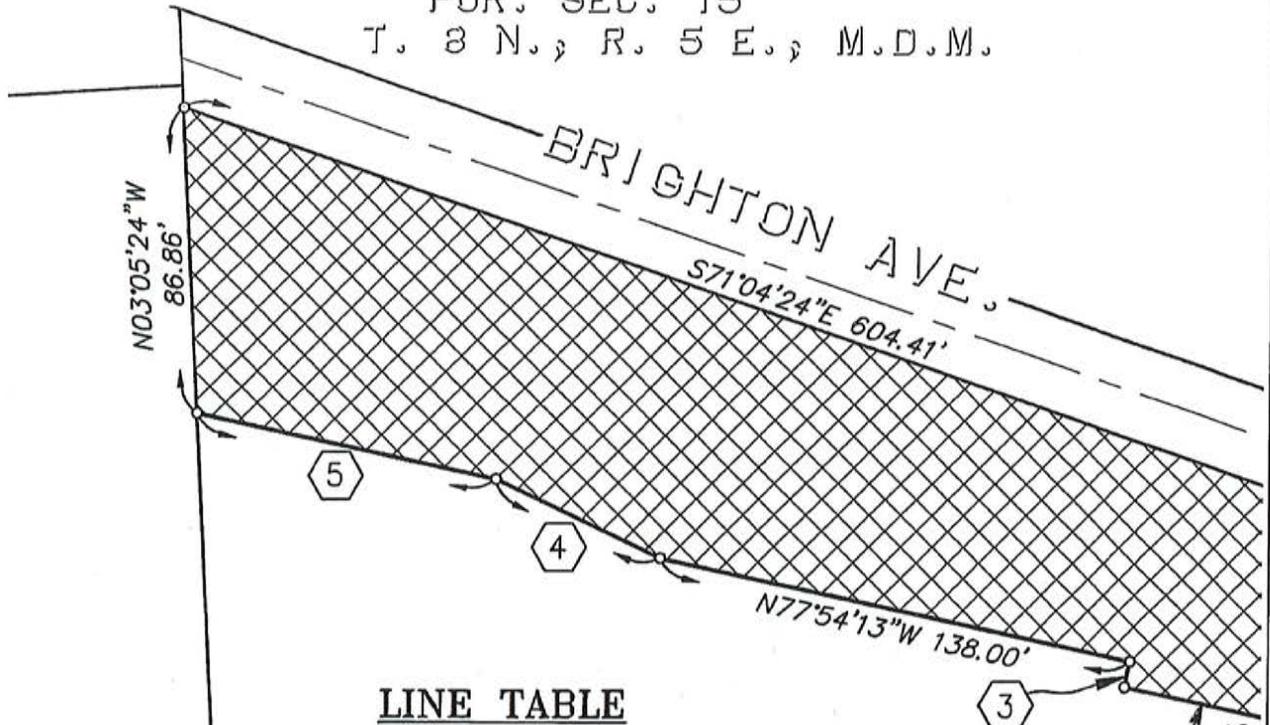
Mark
Thomas &
Company
Inc.

Scale 1"=50'
Date 07-07-2016
Drawn By ECK
Checked By BB

EXHIBIT B
DIMENSION PROPERTIES, LLC
APNS 079-0241-010 & -011
PLAT TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF SACRAMENTO
SACRAMENTO COUNTY, CALIFORNIA



POR. SEC. 15
 T. 8 N., R. 5 E., M.D.M.



LINE TABLE

- ③ N12°05'46\"E 7.33'
- ④ N64°34'13\"W 52.04'
- ⑤ N77°54'14\"W 87.56'

N77°54'13\"W 42.80'

SEE SHEET 3

DIMENSION PROPERTIES,
 LLC
 PARCEL 1



SHEET 4 OF 4

mt Mark Thomas & Company Inc.
 Scale 1"=50'
 Date 07-07-2016
 Drawn By ECK
 Checked By BB

EXHIBIT B
 DIMENSION PROPERTIES, LLC
 APNs 079-0241-010 & -011
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 IN THE CITY OF SACRAMENTO
 SACRAMENTO COUNTY, CALIFORNIA



Exhibit "B"

Title exceptions that will not be removed:
Items 1-4 paid current, 5 through 9
as shown in Fidelity National Title Insurance Company
preliminary title report # 09-5008941, dated May 8, 2016