

File No.: ACQ-07-03-00  
Project: Fremont Community Garden  
Parcel No.: 006-0286-029  
Escrow #: 15009073  
Title Company: Stewart Title Company  
Date of Preliminary Report: Jan. 17, 2006

## AGREEMENT FOR TRANSFER OF REAL PROPERTY

This Agreement for Transfer of Real Property is effective as of \_\_\_\_\_, 2007, and is entered into by and between the Capitol Area Development Authority, a joint powers agency (hereinafter referred to as "Grantor" or "Authority") and the City of Sacramento, a charter city (hereinafter referred to as "Grantee" or "City").

### RECITALS

- A. Authority is the owner of that certain real property located in the City of Sacramento, County of Sacramento, State of California, legally described in Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof, consisting of approximately 19,200 square feet ("Property").
- B. Authority acquired the Property in order to contribute the Property to the City for a community garden ("Garden") in consideration for the City's promise to maintain and to continue to operate the Property as a community garden, open space, or park in perpetuity.
- C. Authority intends to transfer the Property to the City and the City intends to accept the Property from Authority, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

### AGREEMENT

1. Transfer of the Property.

1.1 Subject to the terms and conditions in this Agreement, Authority agrees to transfer the Property to City and City agrees to accept the Property from Authority.

1.2 Authority shall transfer the Property to City at no cost pursuant to a Grant Deed, which includes a deed restriction restricting the Property's use in perpetuity to a community garden, open space, or park, substantially in the form attached hereto as Exhibit "C" and made a part hereof, and that the property shall be maintained in substantial conformity with the standards set forth in the City's Community Garden Guidelines as outlined in Exhibit "D". In the event such use should cease for a period of more than one year, then at such time, title to said property shall, without any action being taken by Grantor, immediately revert to and revest in the Grantor.

2. Escrow.

2.1 The transfer of the Property to City shall be handled through an Escrow with Stewart Title located at 555 Capitol Mall, Suite 280, Sacramento, California 95814, Sharon Wichmann, Escrow Officer ("Escrow"). The Escrow number is 15009073.

2.2 This Agreement shall, to the extent possible, act as escrow instructions. The parties agree to execute all further escrow instructions required by Escrow Officer, which further instructions shall be consistent with this Agreement, and shall provide that as between the parties, the terms of this Agreement shall prevail if there is any inconsistency. "Close of Escrow" is defined to be date of the recordation of the Grant Deed from Authority to City, which shall occur within forty-five (45) days of the execution of this Agreement or on such subsequent date mutually agreed to by the parties.

2.3 At the Close of Escrow, City shall be responsible for the payment of all closing costs, including, but not limited to documentary transfer taxes, title insurance premiums, escrow fees, and recording fees.

2.4 The Escrow is conditioned on the Property being conveyed to City free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind, except: (a) easements or rights-of-way for public roads or public utilities, if any; and (b) items specifically identified on Exhibit "E" attached hereto, if any. For deeds of trust or similar security interests, in lieu of removal, Authority 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 Authority herein.

2.5 City may obtain a CLTA extended coverage owner's policy of title insurance, at its own cost, insuring that clear title to the Property is vested in City upon recording of the Deed.

3. Hold Harmless. From the date of the transfer of the Property from Authority to City, City shall defend, pay, indemnify and hold harmless Authority, its officers, directors, officials, employees, agents, invitees, and volunteers, or any other person acting on behalf of Authority, from all claims, suits, actions, damages, demands, costs or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorneys' fees, resulting from claims for damages, including but not limited to loss of life, bodily or personal injury or property damage and costs for investigation, evaluation and cleanup of pollutants arising directly or indirectly out of or from or on account of any occurrence or condition in, upon, at or from the Property subsequent to the date of the transfer of the Property from Authority to City, except such loss or damage which was caused by the sole negligence or willful misconduct of Authority.

4. As-Is. City acknowledges and agrees that the Property is to be transferred to, and accepted by City, in an "as is" condition with all faults. City acknowledges that it is entering into this Agreement on the basis of City's own investigation of all aspects of the Property, including, but not limited to, the title, and physical and environmental conditions of the Property, including subsurface conditions. City assumes the risk that adverse physical and environmental conditions may not have been revealed by its own investigation. City hereby waives, releases, remises, acquits and forever discharges Authority, its officers, directors, officials, employees, agents, invitees, volunteers, or any other person acting on behalf of Authority, of and from any claims, suits, actions, damages, demands, costs or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorneys' fees, direct or indirect, known or unknown, foreseen or unforeseen, which City now has or which may arise in the future on the account of or in any way growing out of or connected with the physical condition of the Property.

5. Pollution Liability Insurance. Notwithstanding anything in this Agreement to the contrary, at the Close of Escrow, Authority, at its sole cost and expense, shall provide evidence of its existing three (3) year Pollution Liability Insurance Policy ("Policy") insuring City and Authority, which expires on October 20, 2008; the terms and conditions of the Policy are outlined on Exhibit "F", attached hereto and made a part hereof. The Policy's coverage does include third party bodily injury, property damage (including diminution of value claims) and remediation costs, as a result of pre-existing pollution conditions at, under or migrating from the Property and remediation costs resulting from the discovery of pre-existing pollution conditions at, on or under the Property. City shall be solely responsible for the payment of the retention for claims made on the Policy or if a claim is for less than the retention amount, City shall be solely responsible for the defense and payment of said claim. City shall be solely responsible for the defense and payment of any claims in excess of the Policy's limits.

6. Signage. Upon transfer of the Property, Authority shall provide to City a steel sign with the words "City of Sacramento", which is designed to be mounted above the existing oval Fremont Garden sign. Golden State Fence Company, under its contract with CADA, has manufactured this sign and is required to mount it.

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

8. Attorney Fees. Either party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and the prevailing party in such suit or proceeding shall be entitled to recover from the other party reasonable costs and expenses, including attorney's fees.

9. Recording. Either party may record this Agreement in the Recorder's Office for Sacramento County.

10. Binding on Successors. This Agreement shall be binding on and shall inure to the benefit of the City and Authority, and their respective successors, assigns, and their past, present and future officers, employees and agents; provided that this Agreement may only be assigned with



In WITNESS WHEREOF, Authority and City executed this Agreement on the date hereinabove first written.

**AUTHORITY:**

**CAPITOL AREA DEVELOPMENT AUTHORITY (CADA),  
a California joint powers agency**

By: Paul B. Schmidt  
Paul B. Schmidt, Executive Director

**Approved as to form:**

[Signature]  
Authority Legal Counsel

**CITY:**

**CITY OF SACRAMENTO, a charter city**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
For Ray Kerridge, City Manager

DATE: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

By: Marianne Weigel  
Supervisor, Real Estate Services

**Approved as to form:**

[Signature]  
By: \_\_\_\_\_  
Deputy City Attorney

**ATTEST:**

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

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

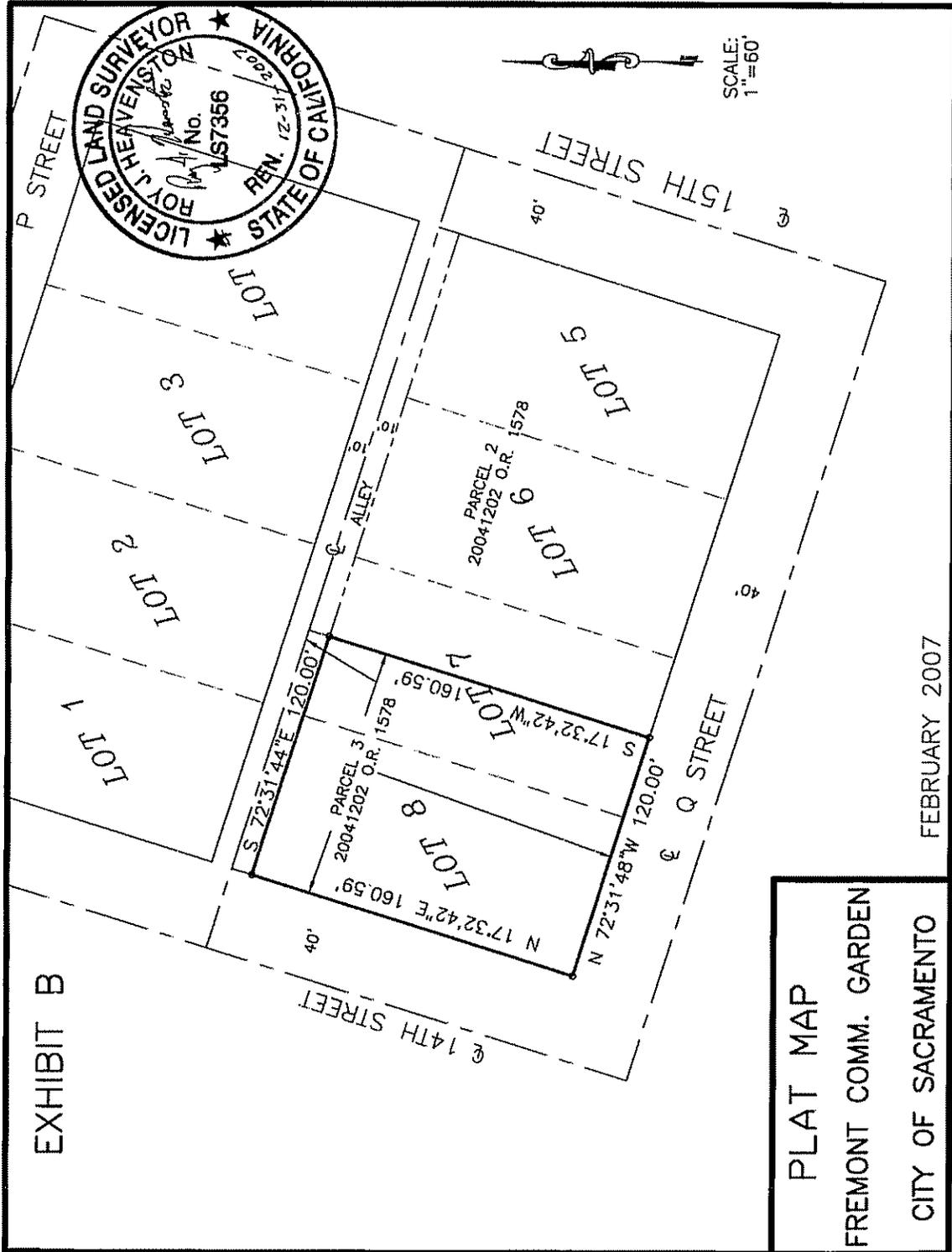
The Westerly 120 00 feet of Lots 7 thru 8 bounded by Q Street and the Alley and by 14<sup>th</sup> Street and 15<sup>th</sup> Street as shown on the Official Map of the City of Sacramento As disclosed by Certificate of Compliance recorded December 2, 2004, in Book 20041202, Page 1578, Official Records.

EXCEPTING the Northerly 10 00 feet of the Westerly 120 00 feet of said Lots 7 thru 8 Said 10 00 feet being the Alley



FremontGarden.doc

EXHIBIT "B"



**EXHIBIT "C"**

**Grant Deed**

**RECORDING REQUESTED BY  
WHEN RECORDED MAIL TO  
AND MAIL TAX STATEMENT TO**

CITY OF SACRAMENTO  
Department of General Services  
5730 24<sup>th</sup> Street, Bldg 4  
Sacramento, CA 95822  
ATTENTION: Supervisor, Real Estate Services

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE

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**GRANT DEED**

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ACQ-07-03-00      15009073      006-0286-029      \_\_\_\_\_  
RES File          Escrow              APN                      Agreement #

THE UNDERSIGNED AGREE FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, that

**CAPITOL AREA DEVELOPMENT AUTHORITY**, a joint powers agency, as Grantor, hereby remises, releases and grants to

**CITY OF SACRAMENTO**, a charter city, as Grantee,

without representation or warranty, express or implied, "AS IS" all of Grantor's right, title and interest in that certain real property described on Exhibit "A", attached hereto and made a part hereof.

**The above-referenced grant is subject to the following Deed Restriction:**

The property granted herein shall be used in perpetuity solely for the benefit of the public as a community garden, open space, or park and shall be maintained in substantial conformity with the standards set forth in the City of Sacramento's Guidelines for Community Gardens. In the event such use should cease for a period of more then one year, then at such time title to said property shall, without any action being taken by Grantor, immediately revert to and revest in the Grantor.

**CAPITOL AREA DEVELOPMENT AUTHORITY,**  
a joint powers agency

**COPY**

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2007

"Approved as to form - City Attorney"

S:\Facilities\Real Estate\Group\Projects\Marianne\271435 Fremont Grant Deed 2007-03-29.doc

**EXHIBIT "A" (to DEED)**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

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

The Westerly 120.00 feet of Lots 7 thru 8 bounded by Q Street and the Alley and by 14<sup>th</sup> Street and 15<sup>th</sup> Street as shown on the Official Map of the City of Sacramento As disclosed by Certificate of Compliance recorded December 2, 2004, in Book 20041202, Page 1578, Official Records

EXCEPTING the Northerly 10.00 feet of the Westerly 120.00 feet of said Lots 7 thru 8 Said 10.00 feet being the Alley



FremontGarden.doc

**Exhibit "D"**  
**City of Sacramento Community Garden Program Guidelines**

# THE CITY OF SACRAMENTO GUIDELINES FOR COMMUNITY GARDENS

*"Today, a groundswell of community gardening, backyard gardening, and other greening activities is permeating the fabric of urban life. Community gardening not only produces healthy food close to home, but also cultivates community among neighbors. The growing sense of community fostered by these modern-day commons empowers neighborhood residents and strengthens their social, physical, and mental health. The increasingly widespread network of grassroots gardeners working together contributes to the building of a more democratic society."*

*Karl Linn (1923-2005), Berkeley landscape architect, psychologist, and educator who spent the last forty-four years of his life guiding and inspiring the transformation of abandoned vacant lots and drab institutional settings into vibrant community spaces*

Prepared by:  
City of Sacramento Department of Parks and Recreation  
August 1, 2006

## **OVERVIEW**

This document outlines the standard policies, procedures, and guidelines for the City of Sacramento Community Garden Program. The City of Sacramento's Guidelines for Community Gardens is the governing document for the City of Sacramento's Community Garden Program. Gardeners participating in the City of Sacramento's Community Garden Program, as participants in a City of Sacramento program, are subject to all guidelines contained herein.

### **Community Garden Coordinator**

The City of Sacramento Community Garden Program has a part-time paid Community Garden Coordinator (CGC) whose duties include plot registration, garden inspection, policy review and enforcement, approval of common space plantings, organization of volunteer projects and other types of 'hands-on' activities.

Coordinator: Bill Maynard  
Phone: Office: (916) 808-4943 Cell: (916) 508-6025  
Email: wmaynard@cityofsacramento.org

Address: City of Sacramento Department of Parks and Recreation  
5730 24<sup>th</sup> Street, Building 12  
Sacramento, California 95822

City of Sacramento Community Garden Program web page:  
[www.cityofsacramento.org/departments/parks/communitygardens](http://www.cityofsacramento.org/departments/parks/communitygardens)

### **Community Garden Advisory Committee**

Neighborhood gardeners maintain each City of Sacramento community garden. There is a Community Garden Advisory Committee (GAC) made up of community gardeners that meet monthly to: provide information to gardeners, discuss policies, ideas, garden operations, problems, event planning, and plans for the gardens. Any gardener interested in attending a meeting or being on the GAC should contact the Community Garden Coordinator.

### **Who May Garden**

City of Sacramento community garden plots are available to City of Sacramento residents; however, consideration will be given to non-residents who work near a community garden, but only if open plots are available after May 1 of each year. Each gardener agrees to participate as a member of the garden community. This includes, but is not limited to, assisting in caring for equipment, contributing time toward general maintenance of the common areas, and participating in group workdays.

The CGC and the Community Garden Program reserves the right to close plot registration at any time even though plots may be available.

There is no limit on the number of renewals or limit on number of years a gardener can have a plot in the garden if the gardener is in good standing.

No more than one garden plot will be assigned to any one street/ mailing address.

The CGC assigns and returns all plots. A plot can only be tended by the gardener(s) to which it is assigned. Absentee gardening is prohibited - plots may not be registered to someone "in name only" while a friend or relative actually uses the plot and does most or all of the work.

Sharing a plot is allowed. Gardeners sharing a plot must abide all City of Sacramento Community Garden Program guidelines, policies, and procedures. Gardeners that have a plot cannot share an additional plot with another gardener. Gardeners sharing the plot must do 2 hours each of common area garden work each month. Working on personal plots or pathways around your plot does not count towards the required monthly common area work.

### **Vacant Plots Accessible to People with Disabilities**

If plots that are accessible to people with disabilities are not being used by May 1 of each year, the plot may be placed on the open plot list for those on the waiting list to use until a person with disabilities requests the plot(s), or the plot may be deemed a common area by the CGC for the remainder of the season. Gardeners from the waiting list and temporarily using plots accessible to people with disabilities will retain their place on the waiting list for the next available plot. Use of plots accessible to people with disabilities is temporary as the temporary gardener can be replaced at the end of the year if a person with disabilities requests the plot(s).

### **Visitors to City of Sacramento Community Gardens**

All visitors to City of Sacramento community gardens are required to follow and abide by the City of Sacramento Community Garden Guidelines.

### **Hours Of Operation**

Hours of operation for community gardens are dawn to dusk. There is no camping in the garden.

## **REGISTRATION FEES & PROCESSES**

The annual registration fee is \$50 (\$25 for half-size plots, when available). The CGC may waive the annual registration fee upon written request for good cause shown. Good cause may include, but is not limited to, severe economic hardship.

The Community Garden Coordinator (CGC) will assign plots and process registrations for all gardens in the City of Sacramento Community Garden Program.

Annual registration fees are used to sustain garden operations and activities. Annual registration fees will be refunded on a pro-rated basis prior to May 1 of each year. Annual registration fees are **not refundable** after May 1.

The CGC will provide monthly financial reports to all community garden groups.

**Mid-year registrants:** Gardeners who register for a garden plot after July 1 will pay 100% of the cleaning deposit fee and 50% of the annual registration fee which covers

the remainder of the current calendar year. Gardeners must then re-register for the next year at the 100% plot price.

Garden registrations are renewed annually. Registration materials are handed out at the January garden meeting and/or mailed to current gardeners at the beginning of each year. If a plot is not registered by the due date, an attempt will be made to contact the gardener to confirm that they will be gardening the coming season. However, any plot not completely registered (forms and fees paid) by the due date is subject to being made available to new gardeners. Gardeners are responsible for providing the CGC will current contact information, including home address, email address and phone numbers (work, home, or cell).

### **Cleaning Deposit**

In addition to the annual registration fee, a cleaning deposit of \$25 per plot is required. This deposit will be returned when the plot is vacated and left clear of weeds, debris, and plants.

### **Giving Up Your Plot / Deposit Refunds**

When a gardener decides to give up a plot, they should contact the CGC immediately so the plot can be quickly reassigned. Gardeners must contact the CGC for plot inspection once he or she cleans his or her plot. The CGC will determine if the plot is in "refundable condition." Refundable condition is defined as: no weeds, plants, stakes, wire, or trash in the plot. Healthy crop plants (and their supporting structures) within their normal growing season may be allowed to remain.

All soil amendments will remain in the garden; no soil may be transferred to another plot or taken offsite; nor shall raised beds be removed from the garden plot.

If the plot is in refundable condition, the City will issue a refund check in approximately one month's time. If a plot does not pass inspection, a gardener will have one week to clean it up. Upon re-inspection, if the plot is still not in refundable condition, the deposit will be forfeited. Plots vacated due to eviction and/or abandonment are not eligible for a deposit refund.

### **Moving to a New Plot**

A gardener in good standing may move to a different plot if one is available. The CGC approves and coordinates all plot reassignments.

### **Moving to another Community Garden**

Gardeners may move to another community garden. All terms, conditions, rules, and procedures apply to gardeners transferring to a new garden. No special transfer considerations will be given; no pro-rated plot fee will be returned.

### **Plot Abandonment**

Any plot that is apparently abandoned may be reassigned with three weeks' notice to the gardener. Personal property (personal garden tools, decorations, etc) must be claimed by end of the calendar year or one week after submitting a request for deposit refund, which ever is sooner. Any items left behind one week after submitting a request for deposit refund or January 1, which ever is sooner, become the property of the

garden. Plots vacated due to eviction and/or abandonment are not eligible for a deposit refund.

If you are unable to care for your plot for an extended period, please consider giving it up so that someone else can use it. In special circumstances, where illness, injury or other commitments will only be for a few months and have a known ending date, other arrangements may be made if approved by the CGC. Vacationing gardeners are not exempt from weed and other maintenance rules, or compliance deadlines. Gardeners are encouraged to contact the CGC before leaving on extended vacation so it is known the plot has not been abandoned.

## **CITY OF SACRAMENTO COMMUNITY GARDEN PROGRAM POLICIES**

The City of Sacramento Department of Parks and Recreation has developed the following general rules and procedures for each community garden in its program. Each garden is operated and maintained by program participant community gardeners and overseen by the City of Sacramento Community Garden Coordinator (CGC).

Garden policies are reviewed and updated as necessary by the CGC with the GAC. They are then reviewed and approved by the City of Sacramento Department of Parks and Recreation.

Gardeners agree to abide by these policies and rules; any violation of the Guidelines constitutes a breach of the registration agreement. Failure to abide by these policies and rules may lead to termination of permission to garden, forfeiture of fee, and reassignment of your plot to another gardener on the waiting list.

### **Communication with Gardeners**

Gardeners can use email, postings, letters, phone calls, or newsletters to communicate with fellow gardeners. Gardeners can post general notices on the garden bulletin board or in the designated posting area. Each garden will maintain the bulletin board for posting messages regarding the community garden and for no other purpose. The City reserves the right to remove any notice at any time for any reason. Mailing is not always possible due to time constraints, so please watch for event postings in the garden.

The CGC will mail notices of major significance (events, violations, fee deadlines, etc.) to the gardener's last known address whenever possible. Because mailed notices may include time-critical items such as registration or weed compliance deadlines, it is the gardener's responsibility to keep the CGC informed of any changes in mailing address, email, or phone. Failure to keep the CGC informed of changes in address or contact information does not relieve a gardener of his/her responsibility to respond to written notices that require a response.

### **Workdays**

Gardeners will put in two hours of work per month maintaining the common spaces, perimeter of the garden, landscape areas along streets fronting the garden, and portions of the park area that the garden may be located. Work on personal plots does

not count towards required work, nor does weeding the pathway around the gardener's own plot. Garden plots with multiple participants (adults) must put in two hours of work per each adult. The garden bulletin board has a list of projects gardeners can do if they cannot make the scheduled monthly work days. The CGC can also provide garden projects for gardeners who cannot make scheduled work days.

### **Vacation Notice**

Gardeners that will be on vacation or unreachable for long periods of time must notify the CGC of their absence and make arrangements for their plot to be watered and taken care of in their absence. Plots registered to gardeners on vacation should not be watered by another gardener unless by prior agreement. No produce should be picked from another gardener's plot at any time.

### **Produce Not For Sale**

All produce, edible plant material, and medicinal herbs and plants grown in City of Sacramento community gardens will not be sold, except as part of a "Special Food Project" approved by the CGC.

### **Community Garden Appearance**

- Gardens must be actively and obviously used for growing crops, herbs or flowers, and must be maintained year round (inside the garden and outside the garden). At no time shall grass or weeds be over 4" tall.
- Plots shall be maintained per "Plot Appearance" below.
- No flimsy shade structures will be allowed onsite – shade structures must be approved by the CGC.
- Pathways must be free of weeds, tools, hoses, and maintained in good condition.
- All garbage will be contained in a small can; all garbage will be taken off site.
- Piles of junk and debris are not allowed onsite; project materials must be used within the current growing season.
- Vines on fencing and perimeter plants must be maintained and not create a hazard or a nuisance. Vines will not spread on the ground more than 6" from the fence.
- At corners of street intersections, a clear line of sight must be maintained for a distance of 25 feet (measured from the midpoint of the curb face on the corner curve to a point 25 feet along the curb in each direction). Vegetation in within this area will be kept at a height of less than 36" so as not to obstruct the traffic visibility.

### **Plot Appearance – Year Round**

- All plots must be kept free of weeds, diseased and dead plant matter during the year.
- Personal compost bins are not allowed in a plot.
- Plastic containers, Clay or ceramic pots may be used in a plot, but the pots may not cover more that 10% of the plot.

### **Plot Appearance – Winter**

- All diseased, dying or end of season plantings will be removed by November 15 of each year.
- All plots will be kept free of weeds during non-planting months.

- A winter garden must be maintained with a cover crop, new winter garden, or straw / leaf mulch.
- Carpets and plastic are prohibited in the garden to cover a plot or as a weed barrier.
- All tomato cages and stakes must be stacked on the plot or in a specified area of the garden at the end of the growing season.

### **Use and Care of the Garden**

Gardeners are responsible for caring for City of Sacramento community garden plots, common areas, and areas along the street outside of the garden year-round – including during winter. Regular care includes watering, harvesting, and the prompt removal of weeds, spent crop plants, and diseased plants. Insect problems and infestations must be addressed at once to stop their spread to other plots. Plots that are not used or cared for may be reassigned and the gardener evicted at the discretion of the CGC.

All gardens participating in the City of Sacramento's Community Garden Program are located on City-owned property. The City of Sacramento reserves the right to hold special events at the gardens in its program. Such events may include opening the garden to the public. All events will be monitored by City of Sacramento staff to protect the Community Garden Program participants' plots from damage.

### **Paths**

Paths adjacent to each plot are the joint responsibility of the gardeners on both sides of the path. Paths must be kept clear, level, and free of obstructions (tools and hoses) and free of plants. Please note that herbicides are not allowed (see "Chemicals" section). You may not extend your garden beyond its official defined boundary. Your garden plants must not extend into or over paths.

### **Dust and Noise Control**

#### ***Dust***

Dust must be contained on site. To reduce dusty conditions, water down the work area and keep the area under a light mist as needed to keep dust from becoming air borne and so there are no visible dust emissions offsite.

#### ***Noise***

- Equipment Noise – Use noise making equipment (tillers, shredders, lawn mowers, line trimmers, etc) only between the hours of 9:00 am – 5:00 pm Monday through Friday and 9:00 am – 5:00 pm on Weekends. In addition, power blowers will not be used before 9:00 am per the City of Sacramento's ordinance on blowers.
- Other Noise – No amplified music will be allowed without approval from the CGC. Keep personal music players turned down so others cannot hear them.

### **Chemicals**

All City of Sacramento community gardens are organic gardens. Inorganic chemical fertilizers, insecticides, pesticides, and herbicides, are prohibited in City of Sacramento Community gardens. Persons using these materials will be evicted from the community garden.

In addition, the following items are prohibited in City of Sacramento Community gardens:

- Dog, cat, or human manure or fresh manure of any kind
- Miracle Grow and like products
- Round Up
- Slug and snail bait

The above list is not comprehensive and can be modified as needed.

Only under extreme conditions will herbicides be used outside of the limits of the garden plots to control problem areas; this will **ONLY** be done by the CGC under controlled conditions. Dates of spraying will be posted in the garden and will depend on weather conditions.

### **Composting**

Composting areas are available in the garden. Useable plant matter from the garden shall be free of seeds, and seed heads, and shall not be diseased or harbor insects; unusable plant material will be bagged and tied shut. All useable plant matter shall be cut to 6 inches and placed immediately in the compost bin. **Do not** place any compostable materials along side of the compost bin; all must go inside the bins otherwise it must be bagged. All fresh vegetable scraps shall be buried in the compost bin and not left on top of the pile.

### **Trash**

Trash must be picked up and disposed of promptly. Gardeners must bag all trash or place it in a container. Since gardens do not have trash pickup service, gardeners are required to remove any trash they create and/or bring to the garden. Recycle plant containers in a designated area.

### **Water**

Water is provided by the City of Sacramento. Plot fees finance hoses for each garden. Timers and drip irrigation may be used but must be paid for by each gardener. This includes any and all modifications to the faucets or hose bibs. Faucets must be available to other gardeners as well.

***Danny Nunn Community Garden ONLY:*** A **water key** must be used to turn faucets on and off; otherwise the faucet stems get damaged. Keys are the T -handled type "furnace key" (or some are 4-in-1 keys). Report defective faucets to the CGC

Gardeners are encouraged to be water conservation-minded. Do not leave water turned on while you are not in the gardens. Make sure the faucet is turned off when you leave. Any water that is left on unattended may be turned off by any gardener. Each gardener must take care not to drag hoses and tools over other gardener's plots.

The main shutoff valve shuts off the water to entire area. Locate the main shut off valve in the garden for future reference and emergencies. If there is an emergency such as a broken water line, turn off the water to the garden then contact the City Operator at

264-5011. If you call a City agency please also leave a message for the CGC at 808-4943 so he/she is aware that the problem has been addressed.

To prevent mosquitoes, standing water is not allowed in community gardens; this includes, fountains, water gardens, bogs, water in containers of any size used for starting plants or any other type of wet environment that could sustain mosquito breeding.

### **Tools**

Garden tools may be kept on-site in a tool shed or tool locker. Please return them promptly when you are through using them, in a clean condition and organized manner. All tools and equipment are used at the gardener's own risk. Gardeners should report missing or broken tools to the CGC. Personal tools may be stored in the shed or tool locker, but they are there at the owner's risk.

### **Personal Items in the Garden**

Gardeners may bring personal items into the garden at their own risk. The City of Sacramento is not responsible for lost, stolen, or damaged personal items in the garden.

### **Leaving the Garden for the Day**

When leaving the garden for the day, check with other gardeners to let them know that you are leaving and if they need tool shed open and which gate that they will be leaving by; don't assume that they will lock the shed or leave by the same gate as you will. Turn off water faucets, lock the tool shed and gates, and scramble the lock combinations if you are last one to leave the garden.

## **PROHIBITED PLANTS, MATERIALS & ITEMS**

Any legal plant may be planted in a City of Sacramento community garden plot with the exception as noted under "Prohibited Plants". Plants may be vegetable, herbal, and floral. Trees are not allowed to be planted in a plot. Trees (shade, fruit, nut or citrus) may be planted in a common area of the garden with review and approval by the CGC. The CGC must approve removal of all community garden trees. Grape vines should not be planted in a garden plot. Grapes vines may be planted in a common area of the garden with approval by the CGC. Gardeners are responsible for exercising care when planting plants that are invasive and hard to eradicate. Examples are mints, berry vines, and morning glories. These plants should not be allowed to escape a gardener's control. If they do, they will be considered by the CGC as weeds and gardeners will be asked to remove them.

### **Prohibited Plants**

Prohibited plants are, but not limited to, the following: illegal plants (i.e. marijuana), plants that produce runners (i.e. bamboo, ivy), thorny vines (i.e. blackberry), invasive plants (i.e. sugar cane), poisonous plants (i.e. castor bean), GMO (genetically modified organism) seeds and plants, and possible dangerous plants (i.e. cactus)

### **Height of Plants**

When planting seeds and small seedlings, thought must be given about how high these plants will grow. Placement of tall plants on the sides of a plot may produce shade not only on your plot but may also block the sunlight from reaching your neighbor's plot as

well. Recommended height is four to five feet. Gardens should be planned so that for most of the day a neighbor's plot will receive its fair share of sunshine. This may mean that tall plants like corn, sunflowers, pole beans, etc. should be planted with care. Tall varieties should be well-staked and planted in the center of a plot.

### **Prohibited Materials, Items, and Actions**

Certain materials, items, plants or animals are prohibited in City of Sacramento community gardens. Prohibited materials and items include, but are not limited to, the following:

#### ***Materials***

- Pressure treated lumber (contains arsenic); railroad ties
- Carpets or black plastic
- Sheets or rolls of clear plastic can be used as a means to solarize a plot for weeds during six to eight weeks of air temperatures over 85 degrees; but must be removed before it begins to become brittle or disintegrate.
- Tires, plywood and sheet metal (not allowed for raised beds)

#### ***Items/Actions***

- Open pit fires, fireworks, guns and other weapons
- Cars and trucks unless approved by the CGC for work day deliveries
- Furniture other than normal garden / patio furniture
- Music – heard from over 25 feet away
- Smoking and gambling
- Illegal drugs or substances
- Alcoholic beverages
- Domestic animals, with the exception of service animals; livestock (including but not limited to ducks, chickens, goats, lambs, llamas, sheep, horses, pigs, or cows)
- Burying animals of any type

**Note:** The CGC may deem an item "prohibited" that is not listed in the guidelines.

### **Items Brought Into the Garden**

Items over 50 pounds or 3'X3'X3' (1 cubic yard) in size must be approved by the CGC before they are brought into the garden. This includes, but is not limited to, concrete, bricks, soil, rock, wood chips or mulch, lumber, or metal objects. All deliveries must be approved by the CGC.

### **Personal Safety in the Garden**

All gardeners should be familiar with their fellow gardeners and should recognize others in the garden that are visiting or volunteering. It is recommended that gardeners be aware of all others in the garden and that gardeners notify others when they are leaving the garden, making sure that visitors are not the last ones in the garden.

Drink plenty of fluids while in the garden on hot days. Heat stroke and heat exhaustion can come on suddenly; all gardeners should be familiar with the signs of heat stroke and heat exhaustion.

Appropriate safety equipment must be worn when working in the garden and using power equipment, including but not limited to, shoes or boots, gloves, eye protection, and ear protection. Tools and equipment are used at the gardener's own risk. Gardeners should also remember to wear these important health and safety items when in the garden: sun screen, a wide brim hat, and a long sleeve shirt

### **Plot Fencing, Trellises, and Other Structures**

Plot fencing is subject to CGC approval. Approved plot fencing will be temporary only, not in excess of 48" in height, open wire and post construction only, and is not to be constructed of permanent material (i.e., concrete). A trellis not more than six feet tall adjacent to paths may be used on two sides of a plot. Trellises must not be constructed so that they block sunlight from other plots at any time. Both fences and trellises must be easy to remove and must be removed when a gardener gives up the plot. High-rise towers, walls, or any construction or assemblage of materials that encloses a plot or intrudes on another's plot are not permitted. Only one side of a plot can have vertical trellis-like, open, airy structures for supporting climbing vegetables, vines or flowers. Poles, stakes, cages and light wooden trellises are permitted.

### **Shade Structures in Community Gardens**

Shade structures in the garden will be limited to those approved the CGC and the City of Sacramento Department of Parks and Recreation. Shade structures will not be made of tree limbs, damaged wood, or for personal use only. Shade structures are not permitted on individual plots.

### **Vehicles in the Garden**

Private vehicles are not allowed access to City of Sacramento community gardens within City parks. Contact the CGC to arrange assistance with deliveries.

### **Parking**

Please do not block driveways, the street or alleys. Parking should be in front of the garden along and along the same side of the street whenever possible. Parking time limits and meters shall be obeyed; all tickets received and towing costs are the responsibility of the gardener.

## **POLICY ENFORCEMENT**

The CGC is responsible for interpreting and enforcing the all City of Sacramento Community Garden Program policies. Most things can be resolved in an informal manner; however experience has shown a need for a formal process to deal with some issues (weed policy enforcement, for example). The CGC will attempt to call or meet the gardener to discuss the problem.

The following items are examples of the CGP policy violations (list is not exhaustive):

- Threatening or fighting with others
- The gardener has recurring disputes in the garden
- Failure to pay mandatory fees and submit mandatory paperwork
- Growing non-approved plants

- Smoking of any type or drinking alcohol in the garden
- Taking produce or personal items from other plots or gardeners
- Failure to participate in workdays or assigned work projects
- Failure to follow garden rules and procedures

If the CGC determines that a plot or its owner is in substantial violation of garden policies:

1. Written notice of the problem and a request for corrective action will be mailed.
2. If the problem remains unresolved 1 week after the written notice is sent, a 2-week deadline notice will be sent.
3. If the gardener does not comply within 2 weeks, he/she will be evicted from the garden.

**NOTE:** Threats or acts of violence will result in immediate eviction from the community garden

Gardeners are encouraged to discuss the situation with the CGC at any time during this process. Special circumstances will always be taken into account and other arrangements may be made, at the discretion of the CGC. All final evictions are reviewed by the Community Garden Advisory Committee and the Recreation Superintendent in charge of the Community Garden Program.

**References:**

Sacramento Area Community Garden Coalition  
(916) 508-6025 [www.SacCommunityGardens.org](http://www.SacCommunityGardens.org)

UC Cooperative Extension Master Gardeners Program – Sacramento County  
(916) 875-6913 [www.cesacramento.ucdavis.edu](http://www.cesacramento.ucdavis.edu)

American Community Gardening Association  
[www.communitygarden.org](http://www.communitygarden.org)

**EXHIBIT "E"**

Title exceptions that will not be removed:  
as shown in Stewart Title Company  
Preliminary Report, Number 15-009073  
dated January 17, 2006

Title Report Exception No.

1

Description

Redevelopment Plan for the CADA Project, recorded  
9/12/1980 in Bk. 800912, Pg. 1586, OR, & re-recorded  
10/31/1980, Bk. 801031, Pg. 1065, OR

**EXHIBIT "F"**

**Pollution Liability Insurance  
Summary of Coverage  
Fremont Community Garden**



DRIVER SPECIALTY GROUP

**CAPITOL AREA DEVELOPMENT AUTHORITY  
POLLUTION LIABILITY INSURANCE  
FREMONT COMMUNITY GARDEN**

**Insurance Company:** Chubb Custom Insurance Company

**Best's Guide Rating:** A++, Superior, Class XV, Policyholders'  
Surplus over \$2,000,000,000

**Standard & Poors rating:** AAA

**California Status:** Non-Admitted

**Policy Period:** October 20, 2005 to October 20, 2008

**Coverage:** Third Party bodily injury, property damage  
and remediation costs, as a result of new and  
pre-existing pollution conditions on, under  
or migrating from the scheduled site.

Remediation costs as a result of new and  
preexisting pollution conditions discovered  
on or under the insured site.

Third Party bodily injury, property damage  
and remediation costs arising out of the  
transportation by others of the insured's  
product or waste.

Third Party bodily injury, property damage  
and remediation costs arising from a  
scheduled non-owned disposal site.

**Claims Made and Reported Form**

Defense costs inside limits

**Limits:** \$1,000,000 Each Pollution Incident Loss Limit  
\$1,000,000 Aggregate limit\*

\* Aggregate limits on multi-year policies apply to  
the full term and do not reinstate annually.



DRIVER SPECIALTY GROUP

**Deductible:** \$25,000 Each Pollution Incident

**Premiums:** \$28,106

Plus 3% for Terrorism Option per attached

(Plus 3.225% state tax and SL fee)  
(100% of premium earned at inception)

**Covered site:** Fremont Community Garden  
14<sup>th</sup> & Q Streets  
Sacramento, CA

**Exclusions (including but not limited to):** Undisclosed known conditions  
Intentional non-compliance with statute, regulation, etc.  
Workers' Compensation & Employer's Liability  
Known underground tanks (unless endorsed onto the policy)  
Insured vs. insured  
Contractual liability  
Asbestos & Lead paint (except soil & ground water)  
Nuclear  
Property Damage to owned property  
Naturally occurring substances unless in excess of naturally occurring levels  
Costs for goods or services of insured unless for emergency expense with insurer's consent.  
Mold

**Named Insured:** Capitol Area Development Authority  
City of Sacramento

**Special Exclusions:** Known soil contamination as identified in the Remedial Action Workplan prepared by EEI and dated 11/29/05. This exclusion will be deleted upon receipt of a No Further Action letter from the appropriate regulatory agency.



DRIVER SPECIALTY GROUP

<b>Special Exclusions (cont.):</b>	Loss due to a change in use of the site resulting in more stringent remediation standards being imposed. (not likely to be more stringent standards than for a garden!)
<b>Retroactive date:</b>	None
<b>Cancellation:</b>	60 days, 20 days for non-payment
<b>Extended Reporting period:</b>	60 days automatically provided without additional charge.  Forty-eight months Extended Reporting Period for not more than 200% of the annual premium.
<b>Subject to:</b>	Chubb may perform an engineering survey at its expense after binding and coverage is subject to the insured's response regarding any recommendations made during that survey within 60 days.
<b>Broker:</b>	Alliant Insurance Services, inc. 1301 Dove St., Suite 200 Newport Beach, CA 92660

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations.

Insurance brokerages such as Driver Alliant Insurance Services, Inc. typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at [www.ambest.com](http://www.ambest.com)

For additional information regarding insurer financial strength ratings visit Standard and Poor's website at [www.standardandpoors.com](http://www.standardandpoors.com)

To learn more about companies doing business in California, visit the California Department of Insurance website at [www.insurance.ca.gov](http://www.insurance.ca.gov)



DRIVER SPECIALTY GROUP

Commissions are customarily paid by the insurance carriers to their agents and to brokers as a percentage of premiums. In addition to the commissions that Driver Alliant receives, its related entity, Alliant Specialty Insurance Services, Inc. ("ASIS") may receive compensation from Driver Alliant and/or the carrier for providing underwriting services. The financial impact of the compensation received by ASIS is a cost included in the premium. Additionally, the related entities of Driver Signature Services and/or Strategic HR may receive compensation from Driver Alliant and/or the carrier for providing designated, value-added services. Services contracted for by the client directly will be invoiced accordingly. Otherwise, services will be provided at the expense of Driver Alliant and/or the carrier. Further information is available upon written request directed to: Driver Alliant Insurance Services, Attention: Chief Operating Officer, 1620 Fifth Avenue, San Diego, CA 92101.