

File No.: ENC-06-03-00
Project: FRWA Intake Facility Pipeline Easements
Parcel Nos.: Various (refer to Exhibit A)
Escrow #: 06-5002483
Title Company: Fidelity National Title
Date of Preliminary Report: March 16, 2007

**SALES AND PURCHASE AGREEMENT
BETWEEN
CITY OF SACRAMENTO AND THE FREEPORT REGIONAL WATER AUTHORITY**

This Sales and Purchase Agreement ("Agreement"), dated for purposes of identification _____, (Agreement Date), is made by and between the City of Sacramento, a charter city ("City") and the Freeport Regional Water Authority, a joint powers authority ("FRWA"), herein collectively referred to as "parties", in consideration of the mutual covenants and agreements herein contained, and is subject to the conditions set forth below, and is made with reference to the facts set forth in the Recitals below.

RECITALS

A. FRWA is a joint powers authority that has been established to pursue development and implementation of the Freeport Regional Water Project ("FRWP") that involves construction of a new water diversion facility on the Sacramento River and pipeline alignments from the Sacramento River to the Folsom South Canal.

B. On October 13, 2005, the City, FRWA and other parties entered into that certain "Option Agreement for Acquisition of City Property for Freeport Regional Water Authority Intake Facility and County Property for City Water Supply Project" (City Agreement No. 2005-0147), and that certain "Sales and Purchase Agreement Between the Freeport Regional Water Authority, the City of Sacramento, the East Bay Municipal Utility District, and the Sacramento County Water Agency" (City Agreement No. 2005-0147A), hereafter collectively referred to as the "Option and Sales Agreements."

C. Pursuant to certain terms and conditions of the Option and Sales Agreements, on May 10, 2006, the City transferred to FRWA title to an approximate seven-acre site located approximately one mile north of the Town of Freeport lying between Freeport Boulevard and Interstate 5 (the "City Site"), to be used for the FRWP water diversion facility. The deed transferring the City Site to FRWA was recorded in the Sacramento County Recorder's Office at Book 20060510, Page 1165.

D. A Right of Entry was entered into on November 21, 2005 (City Agreement No. 2005-1089), as amended by the First Amendment to Right of Entry entered into on February 22, 2006 (City Agreement No. 2005-1089-1), wherein the City granted FRWA certain rights on the lands surrounding the City Site in order to perform activities related to the proposed water diversion facility. The term of the Right of Entry, as amended, expired December 31, 2006.

E. A second Right of Entry was entered into on November 17, 2006 (City Agreement No. 2006-1193), for the purposes of granting FRWA certain rights over the lands surrounding the City Site to enable FRWA to proceed with the FRWP on schedule. The term of this Right of Entry expires on August 31, 2007. An amendment to extend this Right of Entry through December 31, 2007, shall be executed at the same time as this Agreement is executed in order for FRWA's rights to remain in place through the close of escrow.

F. FRWA desires to exercise its rights under the Option and Sales Agreements, to acquire various permanent and temporary easements to be used in conjunction with the new water diversion facility, in accordance with certain terms and conditions set forth below.

G. The City is willing to convey to FRWA the nonexclusive temporary and permanent easements as identified in Exhibit A, attached and made a part hereof (which easements are hereafter collectively referred to as the "Easements"), and as is described in the easement deeds and temporary construction easements (hereafter collectively referred to as the "Easement Deeds") attached as Exhibits "B through J", subject to certain terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 CONVEYANCE OF EASEMENTS

1.1 Purchase and Sale. City hereby agrees to sell and convey and FRWA hereby agrees to accept and purchase, through escrow, for the Purchase Price, and upon the terms and conditions herein stated, the Easements as described above.

1.2 Purchase Price. The purchase price for the Easements shall be Three Hundred Fifty-Three Thousand Five-Hundred dollars (\$353,500), herein referred to as the "Purchase Price," payable in immediately available funds as hereafter instructed at the close of escrow (as hereafter defined).

1.3 Escrow Instructions. Escrow has been established with Fidelity National Title Company, 8950 Cal Center Drive, Bldg. 3, Suite 100, Sacramento, CA 95826 (Phone: (916) 364-4070) ("Escrow Holder"). The escrow number established for this transaction is 06-5002483. Upon the execution of this Agreement, a copy shall be deposited with Escrow Holder. Escrow Holder shall be concerned only with the provisions of this Article 1. The escrow shall be on the following terms and conditions:

1.3.1 Close of Escrow. Upon the satisfaction or written waiver by both parties of all terms and conditions herein, City and FRWA shall instruct Escrow Holder to close escrow ("Close of Escrow") as soon as practicable thereafter. Both City and FRWA agree that time is of the essence in this matter, and agree to take

whatever steps are necessary to ensure that all conditions of this escrow are satisfied in a timely manner, consistent with the provisions of this Agreement.

1.3.2 Payment of the Purchase Price. Prior to the Close of Escrow, FRWA shall deposit with the Escrow Holder, the Purchase Price plus the escrow holder's estimate of FRWA's closing costs (as hereafter defined). These funds shall be released to the City upon the Close of Escrow, subject to the provisions of this Section 1.3.

1.3.3 Title. City shall execute and deliver to Escrow Holder four (4) Easement Deeds (Easement Deeds) and five (5) Temporary Construction Easements (TCE's) conveying title to the Easements to FRWA. When all of the conditions to closing herein contained have been either satisfied or waived by the parties and so confirmed in writing, and escrow is ready to close, Escrow Holder shall cause the Easement Deeds and TCE's to be recorded along with evidence of FRWA's acceptance thereof.

1.3.4 Title Policy. FRWA may obtain at FRWA's sole cost an owner's policy of title insurance insuring that clear title to the Easements is vested in FRWA upon the recording of the Easement Deeds.

1.3.5 Costs of Escrow and Fees. The cost of any escrow fees, the charge for preparation of escrow documents, recording costs, if any, the policy of title insurance, described above, and all other costs of escrow and closing (collectively referred to herein as the "closing costs") are to be paid by FRWA, in addition to payment of the Purchase price by FRWA.

1.3.6 Commission. There is no real estate, finders or other commission due or payable by reason of this transaction. City and FRWA shall indemnify the other for any actions of the indemnifying party that may cause the other party to be liable for a real estate brokerage or sales commission arising herefrom.

1.3.7 Standard Escrow Instructions. For those escrow matters not specifically addressed herein, Escrow Holder's standard escrow instructions shall be applicable. Where there is a conflict between the provisions of this Agreement and the provisions of Escrow Holder's standard escrow instructions, the provisions of this Agreement shall control.

1.4. Representations, Warranties and Covenants of City.

1.4.1 City warrants that it is the owner in fee simple of the real property subject to the Easements (the "Real Property") and that it has the exclusive right to sign this Agreement and convey the Easements.

1.4.2 To the best of City's knowledge and belief, without any duty or obligation to investigate, City represents, warrants and covenants to FRWA that the following are true as of the Agreement Date and shall continue to be true as of the Close of Escrow:

1.4.2.1 City has not received notice of any material violation of any federal, state, county or other governmental or quasi-governmental statute, ordinance, regulation or administrative or judicial order with respect to the Real Property.

1.4.2.2 There is no action, suit or proceeding, which is pending or threatened against the Real Property or any portion thereof relating to or arising out of the ownership or use of the Real Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency or other governmental instrumentality.

1.4.2.3 Except for such matters of record as may be disclosed in the Title Report, or any amendment thereto issued prior to Close of Escrow, (i) there are no leases, licenses, easements or other third party rights to use or occupy any portion of the Real Property, other than rights of the public to use a public street or other right-of-way, where applicable; (ii) there are no adverse parties in possession of any portion of the Real Property; and (iii) there are no rights to purchase the Real Property or any portion thereof prior to those set forth herein which are held or claimed by any third party; or if there are any of the foregoing interests, rights or claims, City has disclosed any and all of them, and shall provide to FRWA copies of any written agreements and other documents evidencing such matters.

1.4.2.4 As of the Close of Escrow, there shall be no unpaid bills or claims by City in connection with any work on the Real Property.

1.4.2.5 During the period of City's ownership of the Real Property, there has been no litigation or governmental administrative action or proceeding maintained or threatened against City, nor any settlements reached by City with any party or parties, alleging the presence, disposal, release or threatened release of any hazardous waste or hazardous substance on, from or under the Real Property. The Real Property is not subject to any "Superfund" or similar lien, or any claim by any government regulatory agency or third party related to the release or threatened release of any toxic or hazardous substance, material or waste.

1.4.2.6 There are no leases affecting the Real Property requiring termination prior to the satisfaction of any condition to this Agreement.

1.4.3 Notwithstanding anything in the Agreement to the contrary, in the event either party becomes aware, between the Agreement Date and the Close of Escrow, of any substantive matter which would make any of City's representations or warranties untrue, the parties shall have the right, within 15 days following their discovery of such matter or their receipt of notice of such matter, as appropriate, (i) to proceed to close this transaction with a mutually-acceptable indemnity as to any liability arising out of the matter discovered, or (ii) to treat such matter as a failure of a condition and terminate this Agreement.

1.5 FRWA's Acceptance of Condition of Real Property and Easements.

1.5.1 Except as provided otherwise in any other provision of this Agreement (including without limitation Section 1.4, above, Section 1.5.2 below and the indemnity provisions in Section 1.7, below): (i) FRWA accepts the condition of the Real Property and Easements "as is"; and (ii) FRWA releases the City from any and all liability for the existing conditions of the Real Property and Easements, including a waiver of any rights and benefits that FRWA may have or in the future may have under the terms of Civil Code Section 1542 which provides that:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

1.5.2 The provisions of Section 1.5.1 above, shall not apply to any unknown hazardous materials, as defined below, existing on the Real Property or Easements as of the Close of Escrow. "Hazardous materials" shall be defined for the purposes of this Agreement as any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive, flammable, explosive, radioactive or corrosive, including, without limitation, petroleum, solvents, lead, acids, pesticides, paints, printing ink, PCBs, asbestos, materials commonly known to cause cancer or reproductive problems and those materials, substances and/or wastes, including wastes which are or later become regulated by any local governmental authority, the State of California or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act; all environmental laws of the State of California, and any other environmental law, regulation or ordinance now existing or hereinafter enacted. Liability for unknown hazardous materials existing on the Real Property or Easements as of the Close of Escrow shall be governed by applicable law.

1.6 Risk of Loss. In the event that any loss or damage to the Real Property, which materially and adversely affects FRWA's intended use of the Easements, occurs prior to Close of Escrow, FRWA may, without liability hereunder, terminate this Agreement or it alternatively may elect to accept the conveyance of title to the Easements, unless the City and FRWA agree to convey only a portion thereof, in which case there shall be an equitable adjustment of the Purchase Price based on the change in circumstance as mutually agreed by the parties.

1.7 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 Easements (including, but not limited to, the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Easements), 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 1.7 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 1.7 shall survive the recording of any deeds hereunder.

1.8. Adherence to City Standards. FRWA will adhere to City standards and specifications for the repair, restoration or replacement of any City improvements or public works facilities, such as streets, sidewalks, park improvements and buried utilities, that will require repair, restoration or replacement due to damage, removal or relocation resulting from the construction of the FRWP and its related facilities, and will adhere to City conditions imposed to minimize or mitigate any impacts to the use or operation of City improvements or public works facilities, to the same extent as any other comparable pipeline construction project undertaken by public agencies with statutory rights to install utility pipeline in City streets subject to such regulation by the City as may be allowed by law.

1.9 Coordination With Other City Public Works Projects. FRWA will consult with the City's Right-of-Way Manager in order to schedule the FRWP pipeline construction within the right-of-way for existing City streets in a manner that coordinates such construction with other projects in the right-of-way to the extent reasonably feasible to minimize disruption to City streets. This obligation will not be construed as requiring FRWA to schedule the FRWP construction in a manner that would materially increase FRWA's construction costs or unreasonably delay the project schedule for that portion of the FRWP that will be utilizing existing City street rights-of-way.

**ARTICLE 2
MISCELLANEOUS PROVISIONS**

2.1 Incorporation of Recitals. The recitals set forth above are incorporated by reference.

2.2 Time. Time is of the essence of this Agreement and the obligations of the parties to perform hereunder.

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

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

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

2.6 Survival of Provisions. Notwithstanding any provisions of this Agreement to the contrary, the provisions of this Agreement shall survive the Close of Escrow and shall not merge into the Easement Deeds and TCE's and the recordation thereof, and the covenants, representations, warranties, limitations on use of the Easements, hold harmless and indemnification obligations made by each party herein shall survive the termination of this Agreement.

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

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

2.9 Amendments. No amendment or modification to this Agreement will be valid unless executed in writing and approved by the governing bodies of the parties.

2.10 No Third-Party Beneficiary. This Agreement is not intended to, and will not be interpreted as conferring, any benefit or right whatsoever upon any person or entity that is not a party hereto.

2.11 Legal Proceedings. Any party may initiate legal action to enforce any term or condition of this Agreement, at law or in equity.

2.12 Exhibits Incorporated. All exhibits referred to herein and attached hereto are fully incorporated into this Agreement as if such exhibits were set forth in their entirety at this place.

Notice of change of address shall be given by written notice in the manner described in this section.

2.21 Option Agreement Incorporated. The Option and Sales Agreements are incorporated herein by this reference. In the event of any conflict between any provision of this Agreement and the Option and Sales Agreements, the provisions of the Option and Sales Agreements shall govern.

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

**CITY OF SACRAMENTO,
a charter city**

By: _____

Print Name: _____

Title: _____

For Ray Kerridge, City Manager

Dated: _____

**FREEMONT REGIONAL WATER
AUTHORITY, a joint powers authority**

By: Eric Mische

Print Name: Eric Mische

Title: General Manager

Dated: 8/28/07

RECOMMENDED FOR APPROVAL:

By: Marianne Kegel
Supervisor, Real Estate Services

Approved As To Form:

John F. Whit
General Counsel

APPROVED AS TO FORM:

By: Joe Dan
City Attorney

ATTEST:

By: _____
City Clerk

Exhibit A

FRWA PIPELINE EASEMENT - FREEPORT REI REGIONAL WATER DISTRICT
 WO 244968 ENC-06-03-00

PROPERTY/ EXHIBIT IDENTIFICATION	LOCATION	APN	EASEMENT TYPE TO BE GRANTED BY CITY	SIZE (SF &/or ACREAGE)	PROPOSED UTILITIES	PURPOSE/USE	COMPENSATION TO CITY for PE's & TCE's
1 EXHIBIT B (2 pages)	Bill Conlin Sports Complex 7801 Freepart Blvd.	Portion of: 052-0010-060; 061; & 062	Permanent	78,362 SF 1.7989 + acres	84-inch raw water line to be owned by FRWA after construction.	Construction and perpetual maintenance of buried utility pipeline.	\$190,000.00
2 EXHIBIT C (2 pages)	Bill Conlin Sports Complex 7801 Freepart Blvd.	Portion of: 052-0010-060; 061; & 062	Temporary Construction	149,972 SF 3.4429 + acres	None	Open trench pipeline construction including staging, equipment & material storage. Term: 40 Months from date of execution.	\$135,000.00
3 EXHIBIT D (2 pages)	Portion of Freepart Blvd.	Lying near: 031-1270-001 and 052-0010-061	Permanent	5,800 SF 0.1331 + acres	84-inch raw water line to be owned by FRWA after construction.	Construction and perpetual maintenance of buried utility pipeline.	\$16,000.00
4 EXHIBIT E (2 pages)	Portion of Freepart Blvd.	Lying near: 031-1270-001 and 052-0010-061	Temporary Construction	8,210 SF 0.188 + acres	None	Open trench pipeline construction. Term: 40 Months from date of execution.	\$7,500.00
5 EXHIBIT F (2 pages)	Sump 28 West Access Road	Parcel 1 - Portion of: 031-0200-013	Temporary Construction	26,719 SF 0.6134 + acres	2-inch, 8-inch, & 12-inch portable water lines, to be owned by City after construction.	Access to construction site, modification of existing City utilities (2-inch 8-inch & 12-inch water lines); access on City-owned property for construction permanent ornamental security fence on FRWA-owned property; pavement reconstruction of the Sump 28 West Access Road. Term 40 Months from date of execution.	\$2,500.00
6 EXHIBIT G (2 pages)	Sump 28 West Access Road	Parcel 2 - Portion of: 031-1270-001	Permanent	1,012 SF 0.0232 + acres	84-inch raw water line, 12-inch blow-off line, and 12-inch basin overflow line, to be owned by FRWA after construction.	Construction and perpetual maintenance of buried utility pipeline, basin, overflow, and pipeline blow-off.	\$2,500.00
7 EXHIBIT H (2 pages)	Sump 28 West Access Road	Parcel 2 - Portion of: 031-1270-001	Permanent	16,800 SF 0.3857 + acres	None *	Permanent ingress & egress to site (access lying over Sump 28 West Access Road)	\$0.00
8 EXHIBIT I (2 pages)	Sump 28 West Access Road	Parcel 2 - Portion of: 031-1270-001	Temporary Construction	16,800 SF 0.3857 + acres	2-inch, 8-inch, & 12-inch portable water lines; 6-inch sanitary sewer line, to be owned by City after construction.	Access to construction site, modification of existing City utilities (2-inch, 8-inch & 12-inch water lines & 6-inch sanitary sewer line); access on City-owned property for construction permanent ornamental security fence on FRWA-owned property; pavement reconstruction of the Sump 28 West Access Road. Term 40 Months from date of execution.	\$0.00
9 EXHIBIT J	Buffer Property	Portion of: 031-0200-018; 036; 040; & 041	Temporary Construction	5.36 + acres	3/4-inch, through 3-inch diameter plastic pipe for irrigation system, to be owned by City after construction.	Installing, maintaining and repairing landscape improvements and associated irrigation facilities as provided under Section 3.6 of the Sales Agreement in addition to construction staging needs. Term to be consistent with Sections 1.10 & 3.63 of the Sales Agreement.	\$0.00

EXHIBIT B

WHEN RECORDED MAIL TO
Freeport Regional Water Authority Office
9240 Laguna Springs Drive, Suite 100
Elk Grove, CA 95758

NO FEE DOCUMENT
Govt Code 6103

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

Okay to Accept/Date: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ENC-06-03-00 06-5002483 052-0010-060, 061,062 _____
RES File Escrow APN Agreement #

EASEMENT FOR WATER PIPELINE

CITY OF SACRAMENTO, a charter city (Grantor), hereby grant(s) to the FREEPORT REGIONAL WATER AUTHORITY, a joint powers authority formed under a Joint Powers Agreement between the Sacramento County Water Agency and East Bay Municipal Utility District (Grantee), in accordance with the terms and conditions of that certain Sales and Purchase Agreement Between City of Sacramento and the Freeport Regional Water Authority dated _____, (the "Agreement"), an easement and perpetual right of way for the purpose of digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining thereon an underground water pipeline of such dimensions as Grantee shall deem necessary for water delivery purposes, together with all necessary appurtenances appertaining thereto, over, under, upon and across, 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'

Together with the perpetual right of ingress to and egress from said property, for the purpose of exercising and performing all of the rights and privileges herein granted.

The foregoing easement shall be nonexclusive, provided that Grantor shall not use, nor grant or otherwise convey any other easements or rights authorizing any use of, the easement area for any purpose that materially interferes with the construction, reconstruction, operation, maintenance or repair of Grantee's water pipeline as authorized hereunder. Grantee shall exercise its rights hereunder in accordance with the provisions of the Agreement.

APPROVED:
City of Sacramento, a charter city

Dated: _____

By: _____
Print Name: _____
Title: _____
For Ray Kerridge, City Manager

APPROVED AS TO FORM:

ATTEST:

By: _____
City Attorney

By: _____
City Clerk

"Approved as to form - City Attorney"

File: _____

Log No. _____

In APNs 052-0010-060, -061 & -062
Permanent Easement

Located in Section 11, Township 7 North, Range 4 East, Mount Diablo Meridian, and in the City of Sacramento, County of Sacramento, State of California, being that certain part of the Parcel described in the Directors Deed to the City of Sacramento, recorded July 18, 1972, in Book 720718, at Page 419, Official Records of Sacramento County, said Parcel shown on the Relinquishment Map filed September 12, 2001, in Book 6 of Highway Maps at Page 12-2, said certain part further described as:

All that portion of said Parcel lying northwesterly and northeasterly of the following described line:

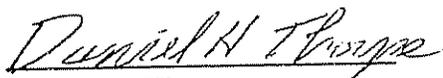
Beginning at a point on the westerly line of said Parcel, located 40.00 feet southeasterly, measured at right angles, from the northwesterly line of said Parcel; thence along a line parallel with and 40.00 feet from the northwesterly and northeasterly lines of said Parcel, the following 4 courses:

- 1) North64°58'10"East 106.68 feet,
- 2) South52°44'11"East 270.30 feet,
- 3) South43°34'18"East 676.61 feet and
- 4) Along a non-tangent curve to the right having a radius of 6014.82 feet, a chord bearing South34°18'58"East 519.37 feet, through a central angle of 4°56'56" an arc length of 519.53 feet;

thence South12°43'40"East 190.44 feet to the **Point of Termination** on the southerly line of said Parcel.

Containing an area of 1.7989 acres, more or less.

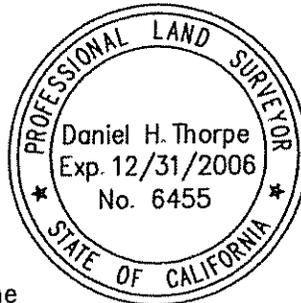
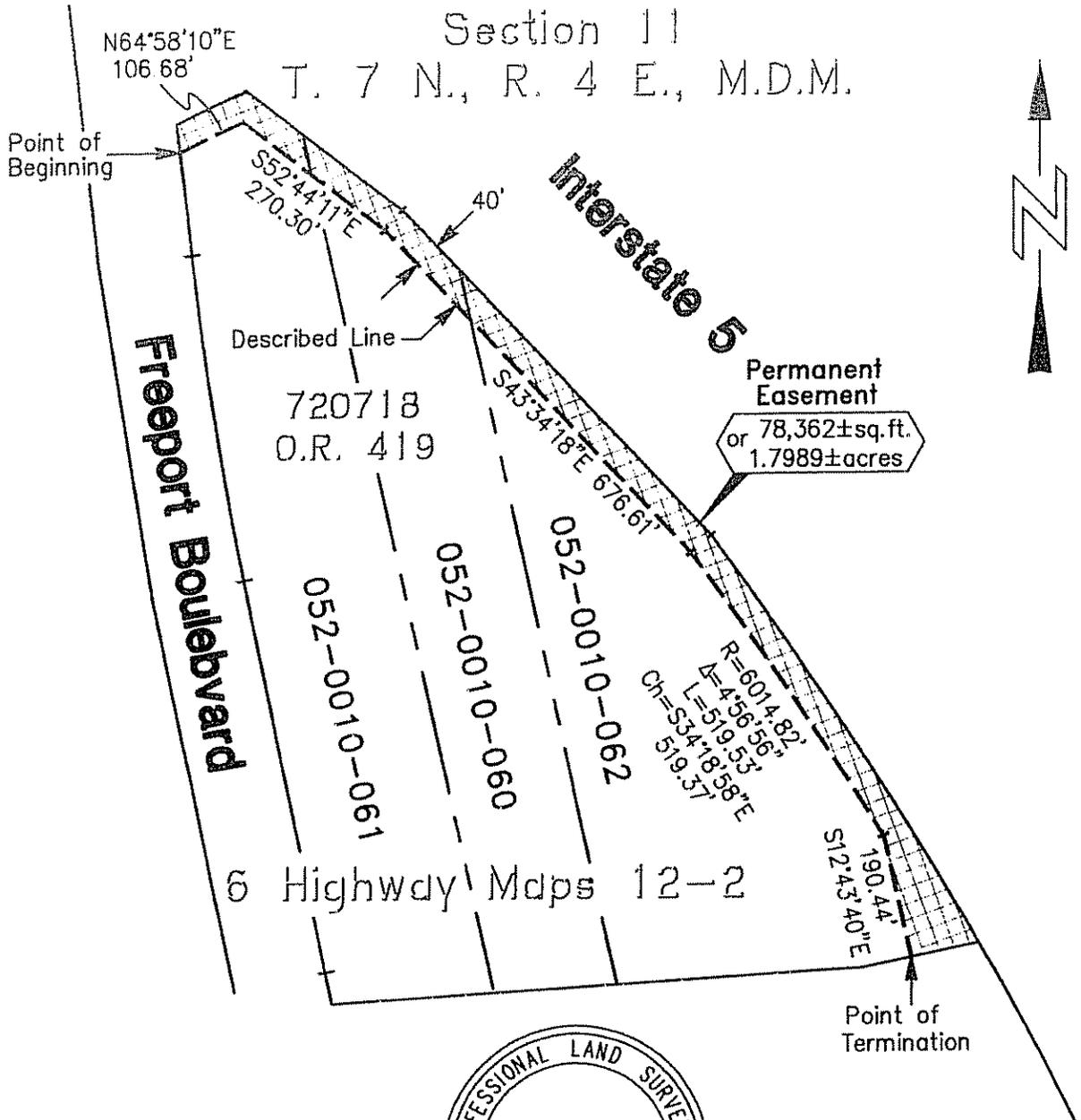
This real property description has been prepared at Mark Thomas and Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyor's Act.


Daniel H. Thorpe
Professional Land Surveyor
California No. 6455



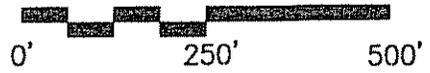
May 22, 2006

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



Daniel H. Thorpe

Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.



mt Mark Thomas & Company Inc.
Scale 1"=250'
Date 22-May-2006
Drawn By Matt
Checked By Thorpe

EXHIBIT B to Accompany Legal Description
**IN THE CITY OF SACRAMENTO,
SACRAMENTO COUNTY, CALIFORNIA**

Permanent Easement
in APNs 052-0010-060,061,-062



EXHIBIT C

WHEN RECORDED MAIL TO

Freeport Regional Water Authority Office
9240 Laguna Springs Drive, Suite 100
Elk Grove, CA 95758

NO FEE DOCUMENT
Govt Code 6103

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

Okay to Accept/Date: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ENC-06-03-00

RES File

06-5002483

Escrow

052-0010-060, 061, 062

Portion of APN

Agreement #

TEMPORARY CONSTRUCTION EASEMENT

CITY OF SACRAMENTO, a charter city, hereby grant(s) to the FREEPORT REGIONAL WATER AUTHORITY, a joint powers authority formed under a Joint Powers Agreement between the Sacramento County Water Agency and East Bay Municipal Utility District, hereinafter referred to as "FRWA", in accordance with terms and conditions of that certain "Sales and Purchase Agreement Between City of Sacramento and the Freeport Regional Water Authority" dated _____, (the "Agreement"), a temporary construction easement for a construction staging area, storage of machinery, materials and equipment, parking of vehicles, and activities incidental to the construction of FRWA's water supply pipeline, 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'

This temporary construction easement shall become effective on the date of execution of this document, and shall terminate either upon the date of completion of construction of FRWA's water supply pipeline adjacent to the above described property, or forty (40) months after the date of execution of this document, whichever date occurs first. FRWA shall exercise its rights hereunder in accordance with the provisions of the Agreement.

APPROVED:

City of Sacramento, a charter city

Dated: _____

By: _____

Print Name: _____

Title: _____

For Ray Kerridge, City Manager

APPROVED AS TO FORM:

ATTEST:

By: _____

City Attorney

By: _____

City Clerk

"Approved as to form - City Attorney"

File: _____

Log No. _____

Exhibit A Page 1 of 1

In APNs 052-0010-060, -061 & -062
Temporary Easement

Located in Section 11, Township 7 North, Range 4 East, Mount Diablo Meridian, and in the City of Sacramento, County of Sacramento, State of California, being that certain part of the Parcel described in the Directors Deed to the City of Sacramento, recorded July 18, 1972, in Book 720718, at Page 419, Official Records of Sacramento County, said Parcel shown on the Relinquishment Map filed September 12, 2001, in Book 6 of Highway Maps at Page 12-2, said certain part further described as:

Beginning at a point on the westerly line of said Parcel, located 40.00 feet southeasterly, measured at right angles, from the northwesterly line of said Parcel; thence along a line parallel with and 40.00 feet from the northwesterly and northeasterly lines of said Parcel, the following 4 courses:

- 1) North $64^{\circ}58'10''$ East 106.68 feet,
- 2) South $52^{\circ}44'11''$ East 270.30 feet,
- 3) South $43^{\circ}34'18''$ East 676.61 feet and
- 4) Along a non-tangent curve to the right having a radius of 6014.82 feet, a chord bearing South $34^{\circ}18'58''$ East 519.37 feet, through a central angle of $4^{\circ}56'56''$ an arc length of 519.53 feet;

thence, South $12^{\circ}43'40''$ East 190.44 feet to the southerly line of said Parcel; thence along last said line, South $78^{\circ}14'40''$ West 75.01 feet; thence North $12^{\circ}43'40''$ West 130.47 feet; thence along a non-tangent curve to the left having a radius of 5924.82 feet, a chord bearing North $34^{\circ}08'27''$ West 537.17 feet, through a central angle of $5^{\circ}11'47''$ an arc length of 537.36 feet; thence North $43^{\circ}34'18''$ West 664.03 feet; thence North $52^{\circ}44'11''$ West 208.70 feet; thence South $64^{\circ}58'10''$ West 82.07 feet to the westerly line of said Parcel; thence along last said line, North $6^{\circ}43'10''$ West 94.80 feet to the Point of Beginning.

Containing an area of 3.4429 acres, more or less.

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

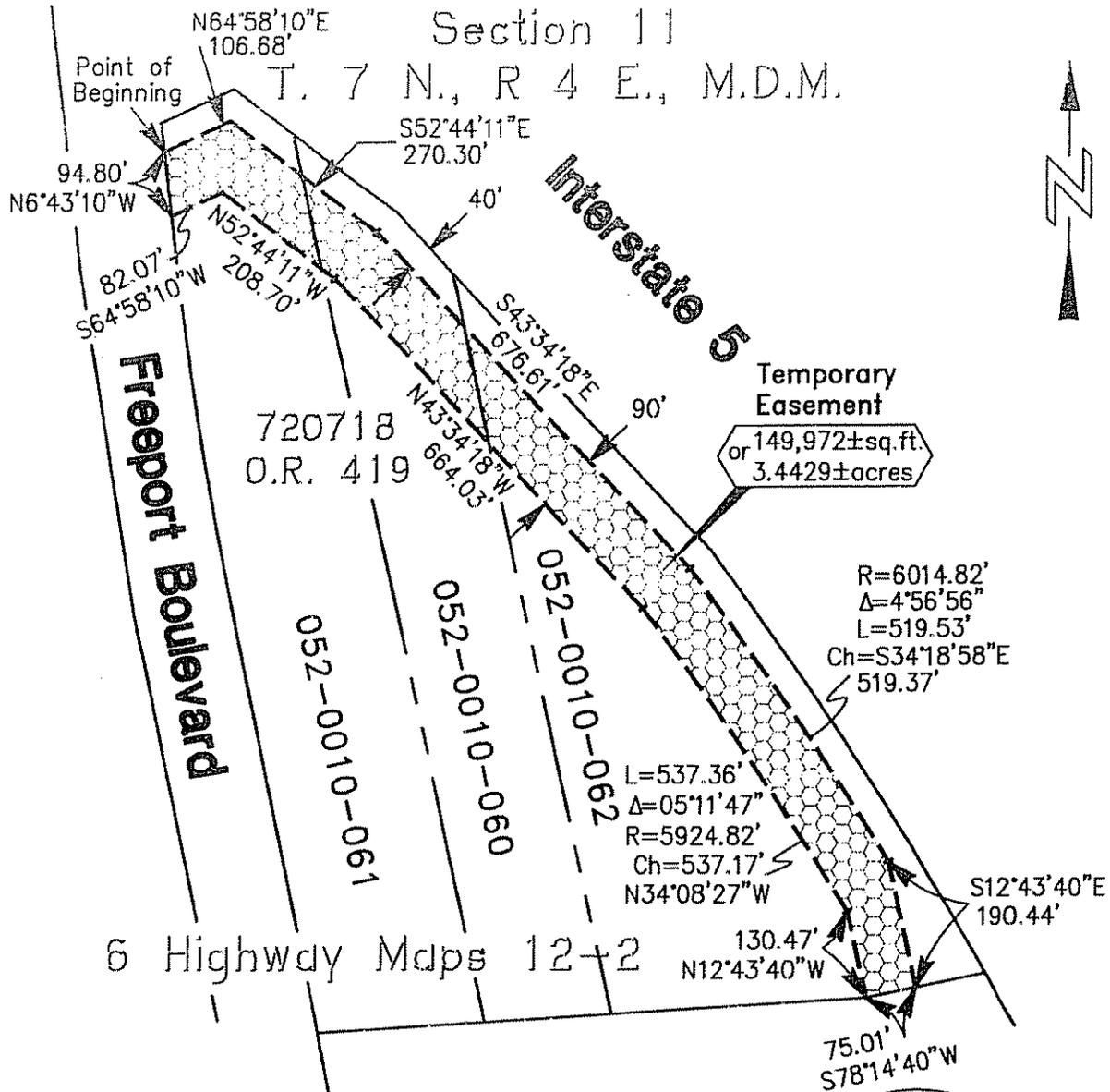
Daniel H. Thorpe

Daniel H. Thorpe
Professional Land Surveyor
California No. 6455

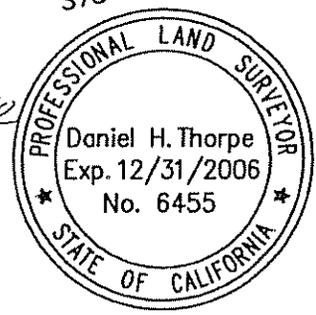


November 3, 2006

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



Daniel H. Thorpe



Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.

 <p>Mark Thomas & Company Inc. Scale 1"=250' Date 22-May-2006 Drawn By Matt Checked By Thorpe</p>	<p>EXHIBIT B to Accompany Legal Description IN THE CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA</p> <p>Temporary Easement in APN 052-0010-060-061,062</p>	
--	---	---

EXHIBIT D

WHEN RECORDED MAIL TO

Freeport Regional Water Authority Office
9240 Laguna Springs Drive, Suite 100
Elk Grove, CA 95758

NO FEE DOCUMENT
Govt Code 6103

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

Okay to Accept/Date: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

<u>ENC-06-03-00</u>	<u>06-5002483</u>	<u>See Legal Description</u>	_____
RES File	Escrow	APN	Agreement #

EASEMENT FOR WATER PIPELINE

CITY OF SACRAMENTO, a charter city (Grantor), hereby grant(s) to the FREEPORT REGIONAL WATER AUTHORITY, a joint powers authority formed under a Joint Powers Agreement between the Sacramento County Water Agency and East Bay Municipal Utility District (Grantee), in accordance with the terms and conditions of that certain Sales and Purchase Agreement Between City of Sacramento and the Freeport Regional Water Authority dated _____, (the "Agreement"), an easement and perpetual right of way for the purpose of digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining thereon an underground water pipeline of such dimensions as Grantee shall deem necessary for water delivery purposes, together with all necessary appurtenances appertaining thereto, over, under, upon and across, 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'

Together with the perpetual right of ingress to and egress from said property, for the purpose of exercising and performing all of the rights and privileges herein granted.

The foregoing easement shall be nonexclusive, provided that Grantor shall not use, nor grant or otherwise convey any other easements or rights authorizing any use of, the easement area for any purpose that materially interferes with the construction, reconstruction, operation, maintenance or repair of Grantee's water pipeline as authorized hereunder. Grantee shall exercise its rights hereunder in accordance with the provisions of the Agreement.

APPROVED:
City of Sacramento, a charter city

Dated: _____

By: _____
Print Name: _____
Title: _____
For Ray Kerridge, City Manager

APPROVED AS TO FORM:

ATTEST:

By: _____
City Attorney

By: _____
City Clerk

"Approved as to form - City Attorney"

File: _____

Log No. _____

Exhibit A
Page 1 of 1

In Freeport Boulevard near APN's 052-0010-061 & 031-1270-001
Permanent Easement

All that Real property situate in the City of Sacramento, County of Sacramento, State of California, being a portion of the parcel of land described and designated Segment 1 in the Relinquishment of Highway Right of Way recorded October 18, 2001 in Book 20011018 of Official Records at Page 0650, Sacramento County Records, and shown on the Relinquishment Map filed September 12, 2001, in Book 6 of Highway Maps at Page 12-2, located in Sacramento County, California, More particularly described as follows:

A strip of land, 40.00 feet wide, lying 20.00 feet (measured at right angles) from the following described centerline:

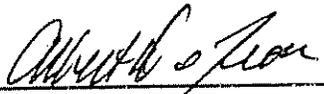
Commencing at the northwesterly corner of the Parcel described in the Directors Deed to the City of Sacramento, recorded July 18, 1972, in Book 720718, at Page 419, Official Records of Sacramento County, said Parcel shown on the Relinquishment Map filed September 12, 2001, in Book 6 of Highway Maps at Page 12-2; **thence** along the westerly line of said Parcel, South $1^{\circ}02'27''$ East 21.07 feet to the **Point of Beginning**; **thence** South $64^{\circ}58'10''$ West 33.90 feet; **thence** South $74^{\circ}33'41''$ West 111.09 feet to the West line of Freeport Boulevard, the **Point of Termination**.

The sidelines of said strip shall be lengthened and shortened so as to terminate on the east and west lines of Freeport Boulevard as shown on said map filed on September 12, 2001.

Containing 5,800 Square Feet or 0.1331 Acres, more or less.

The bearings and distances used in the above descriptions are based upon the California Coordinate System of 1983, Zone 2. Divide the above distances by 0.99997 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 Surveyor's Act.


Albert De Leon / LS 7716

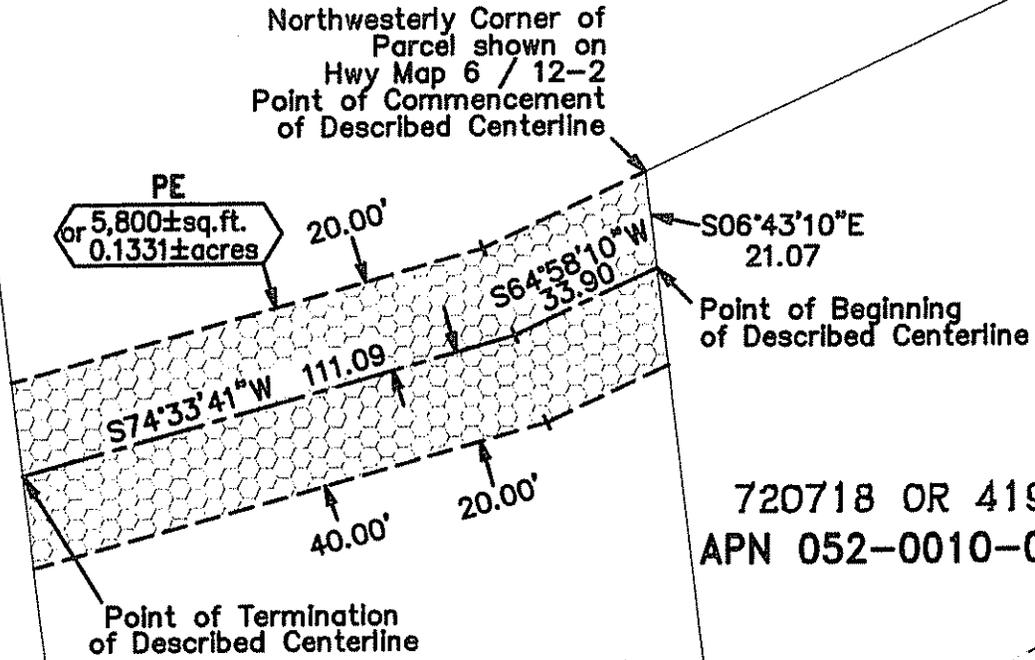


July 6, 2006

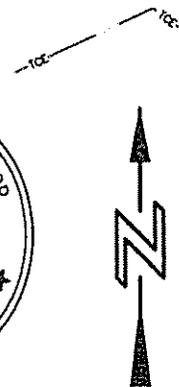
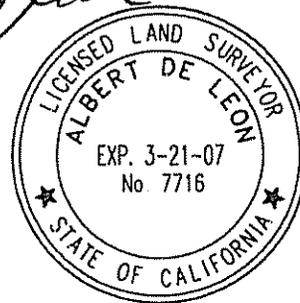
This exhibit is for graphic purposes only Any errors or omissions shall not affect the deed description

Part Freeport Boulevard Shown on Relinquishment Map State Hwy Book 6 / Page 12-2 20011018/650

APN 031-1270-001



Albert De Leon



Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.



 Mark Thomas & Company Inc.
Scale 1"=40'
Date 06-July-2006
Drawn By saw
Checked By DeLeon

EXHIBIT B to Accompany Legal Description
IN THE COUNTY OF SACRAMENTO,
CALIFORNIA

Permanent Easement
in FREEPORT BOULEVARD



EXHIBIT E

WHEN RECORDED MAIL TO

Freeport Regional Water Authority Office
9240 Laguna Springs Drive, Suite 100
Elk Grove, CA 95758

**NO FEE DOCUMENT
Govt Code 6103**

**NO TRANSFERTAX DUE per R&T Code 11922
Grantee is a Government Agency**

Okay to Accept/Date: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

<u>ENC-06-03-00</u>	<u>06-5002483</u>	<u>See Legal Description</u>	_____
RES File	Escrow	APN	Agreement #

TEMPORARY CONSTRUCTION EASEMENT

CITY OF SACRAMENTO, a charter city, hereby grant(s) to the FREEPORT REGIONAL WATER AUTHORITY, a joint powers authority formed under a Joint Powers Agreement between the Sacramento County Water Agency and East Bay Municipal Utility District, hereinafter referred to as "FRWA", in accordance with terms and conditions of that certain "Sales and Purchase Agreement Between City of Sacramento and the Freeport Regional Water Authority" dated _____, (the "Agreement"), a temporary construction easement for a construction staging area, storage of machinery, materials and equipment, parking of vehicles, and activities incidental to the construction of FRWA's water supply pipeline, 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'

This temporary construction easement shall become effective on the date of execution of this document, and shall terminate either upon the date of completion of construction of FRWA's water supply pipeline adjacent to the above described property, or forty (40) months after the date of execution of this document, whichever date occurs first. FRWA shall exercise its rights hereunder in accordance with the provisions of the Agreement.

APPROVED:
City of Sacramento, a charter city

Dated: _____

By: _____
Print Name: _____
Title: _____
For Ray Kerridge, City Manager

APPROVED AS TO FORM:

ATTEST:

By: _____
City Attorney

By: _____
City Clerk

"Approved as to form - City Attorney"

File: _____

Log No. _____

Exhibit A
Page 1 of 1

In Freeport Boulevard near APN's 052-0010-061 & 031-1270-001
Temporary Easement

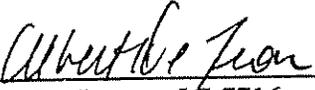
All that Real property situate in the City of Sacramento, County of Sacramento, State of California, being a portion of the parcel of land described and designated Segment 1 in the Relinquishment of Highway Right of Way recorded October 18, 2001 in Book 20011018 of Official Records at Page 0650, Sacramento County Records, and shown on the Relinquishment Map filed September 12, 2001, in Book 6 of Highway Maps at Page 12-2, located in Sacramento County, California, More particularly described as follows:

Commencing at the northwesterly corner of the Parcel described in the Directors Deed to the City of Sacramento, recorded July 18, 1972, in Book 720718, at Page 419, Official Records of Sacramento County, said Parcel shown on the Relinquishment Map filed September 12, 2001, in Book 6 of Highway Maps at Page 12-2; thence along the westerly line of said Parcel, South $1^{\circ}02'27''$ East 42.13 feet to the **Point of Beginning**; thence along said westerly line, South $06^{\circ}43'10''$ East 94.80 feet; thence South $64^{\circ}58'10''$ West 88.11 feet; thence North $06^{\circ}43'24''$ West 104.77 feet; thence North $74^{\circ}33'41''$ East 56.81 feet; thence North $64^{\circ}58'10''$ East 28.96 feet to the **Point of Beginning**.

Containing 8,210 Square Feet or 0.1885 Acres, more or less.

The bearings and distances used in the above descriptions are based upon the California Coordinate System of 1983, Zone 2. Divide the above distances by 0.99997 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 Surveyor's Act.


Albert De Leon LS 7716

July 12, 2006



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

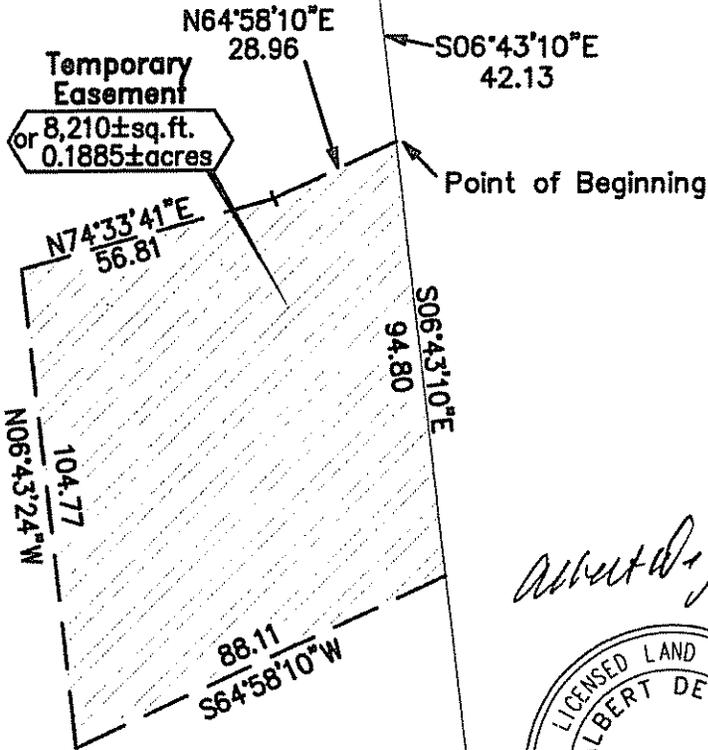
Part Freeport Boulevard Shown on Relinquishment Map State Hwy Book 6 / Page 12-2 20011018/650



APN 031-1270-001

Northwesterly Corner of
Parcel shown on
Hwy Map 6 / 12-2
Point of Commencement

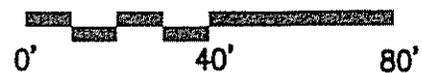
720718 OR 419
APN 052-0010-061



Albert De Leon



Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.




Mark
Thomas &
Company
Inc.
Scale 1"=40'
Date 12-July-2006
Drawn By saw
Checked By DeLeon

EXHIBIT B to Accompany Legal Description
IN THE COUNTY OF SACRAMENTO,
CALIFORNIA
Temporary Easement
in FREEPORT BOULEVARD



EXHIBIT F

WHEN RECORDED MAIL TO

Freeport Regional Water Authority Office
9240 Laguna Springs Drive, Suite 100
Elk Grove, CA 95758

NO FEE DOCUMENT
Govt Code 6103

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

Okay to Accept/Date: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ENC-06-03-00

RES File

06-5002483

Escrow

031-0200-013

Portion of APN

Agreement #

TEMPORARY CONSTRUCTION EASEMENT

CITY OF SACRAMENTO, a charter city, hereby grant(s) to the FREEPORT REGIONAL WATER AUTHORITY, a joint powers authority formed under a Joint Powers Agreement between the Sacramento County Water Agency and East Bay Municipal Utility District, hereinafter referred to as "FRWA", in accordance with terms and conditions of that certain "Sales and Purchase Agreement Between City of Sacramento and the Freeport Regional Water Authority" dated _____, (the "Agreement"), a temporary construction easement for a modification of existing City utilities; access on City-owned property for construction of permanent ornamental security fence on FRWA-owned property; pavement reconstruction of the Sump 28 West Access Road, 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'

This temporary construction easement shall become effective on the date of execution of this document, and shall terminate either upon the date of completion of construction of FRWA's water supply pipeline adjacent to the above described property, or forty (40) months after the date of execution of this document, whichever date occurs first. FRWA shall exercise its rights hereunder in accordance with the provisions of the Agreement.

APPROVED:

City of Sacramento, a charter city

Dated: _____

By: _____

Print Name: _____

Title: _____

For Ray Kerridge, City Manager

APPROVED AS TO FORM:

ATTEST:

By: _____
City Attorney

By: _____
City Clerk

"Approved as to form - City Attorney"

File: _____

Log No. _____

Exhibit A Page 1 of 1

In APN 031-0200-013
Temporary Construction Easement

All that portion of Parcel One as described in the Grant Deed from Cora J. Klotz and others to the City Of Sacramento. Recorded December 13, 1956, in Book 3210, Page 338, Official Records, County of Sacramento.

Containing an area of 0.6134 acres, more or less.

All of Parcel One as described in said Grant Deed.

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


Albert De Leon
Land Surveyor
California No. 7716



April 26, 2006

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

Section 11
T. 7 N., R. 4 E., M.D.M.

25' Parcel B
173 Maps 3
031-0200-013



Interstate 5

Freerport Boulevard

720718
O.R. 419

880624 O.R. 1181

T.C.E.
or 26,719±sq.ft.
0.6134±acres

204.99'

6 Highway Maps 12-2



Albert De Leon

Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.



 Mark Thomas & Company Inc.
Scale 1"=250'
Date 26-Jun-2006
Drawn By Andre
Checked By DeLeon

EXHIBIT B to Accompany Legal Description
IN THE CITY OF SACRAMENTO,
SACRAMENTO COUNTY, CALIFORNIA

Easement
in APN 031-0200-013



EXHIBIT G

WHEN RECORDED MAIL TO
Freeport Regional Water Authority Office
9240 Laguna Springs Drive, Suite 100
Elk Grove, CA 95758

NO FEE DOCUMENT
Govt Code 6103

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

Okay to Accept/Date: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ENC-06-03-00 06-5002483 031-1270-001 _____
RES File Escrow Portion of APN Agreement #

EASEMENT FOR WATER PIPELINE

CITY OF SACRAMENTO, a charter city (Grantor), hereby grant(s) to the FREEPORT REGIONAL WATER AUTHORITY, a joint powers authority formed under a Joint Powers Agreement between the Sacramento County Water Agency and East Bay Municipal Utility District (Grantee), in accordance with the terms and conditions of that certain Sales and Purchase Agreement Between City of Sacramento and the Freeport Regional Water Authority dated _____, (the "Agreement"), an easement and perpetual right of way for the purpose of digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining thereon an underground water pipeline of such dimensions as Grantee shall deem necessary for water delivery purposes, together with all necessary appurtenances appertaining thereto, over, under, upon and across, 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'

Together with the perpetual right of ingress to and egress from said property, for the purpose of exercising and performing all of the rights and privileges herein granted.

The foregoing easement shall be nonexclusive, provided that Grantor shall not use, nor grant or otherwise convey any other easements or rights authorizing any use of, the easement area for any purpose that materially interferes with the construction, reconstruction, operation, maintenance or repair of Grantee's water pipeline as authorized hereunder. Grantee shall exercise its rights hereunder in accordance with the provisions of the Agreement.

APPROVED:
City of Sacramento, a charter city

Dated: _____

By: _____
Print Name: _____
Title: _____
For Ray Kerridge, City Manager

APPROVED AS TO FORM:

ATTEST:

By: _____
City Attorney

By: _____
City Clerk

"Approved as to form - City Attorney"

File: _____

Log No. _____

Exhibit A Page 1 of 1

In APN 031-1270-001

Permanent Easement

A 40.00 feet wide strip of land located in Section 11, Township 7 North, Range 4 East, Mount Diablo Meridian, and in the City of Sacramento, County of Sacramento, State of California, said strip being that certain part of Lot B of "River Oaks East Unit No. 2" filed December 31, 1986, in Book 173 of Maps, Map No. 3, Records of Sacramento County, said certain part bounded on the north by the following described line;

Commencing at the most westerly corner of State Parcel DD-009702-01-01, described in the Directors Deed to the City of Sacramento recorded July 18, 1972, in Book 720718 Page 419, Official Records of Sacramento County, said Parcel shown on the Relinquishment Map filed September 12, 2001, in Book 6 of Highway Maps at Page 12-2, thence South 64°58'10" West 70.33 feet; thence South 74°33'41" West 313.74 feet to the **Point of Beginning**; thence South 74°33'41" West 25.29 feet to the **Point of Terminus** of the described line.

The sidelines of said strip shall be lengthened and shortened so as to terminate on the east and west lines of Parcel B as shown on said Parcel Map filed December 31, 1986.

Containing an area of 0.0232 acres, more or less.

The bearings and distances used in the above description are based upon the California Coordinate System of 1983, Zone 2. Divide the above distances by 0.99997 to obtain ground level distances.

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

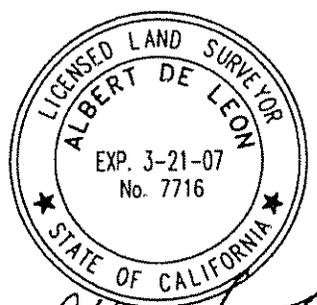
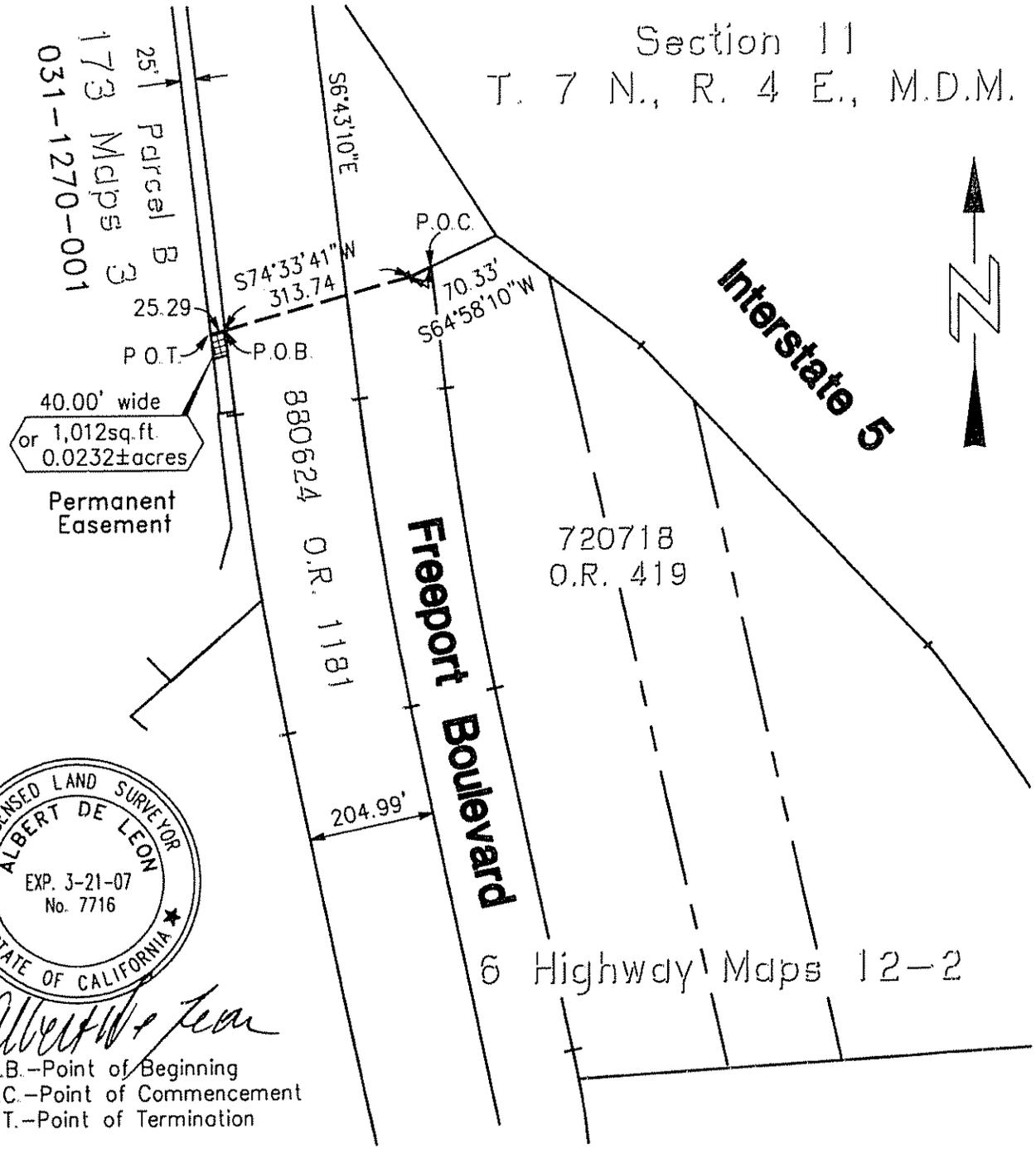

Albert De Leon *LS* 7716

July 7, 2006



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

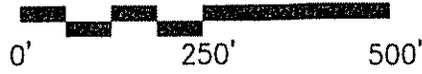
Section 11
T. 7 N., R. 4 E., M.D.M.



Albert De Leon

P.O.B. - Point of Beginning
P.O.C. - Point of Commencement
P.O.T. - Point of Termination

Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances



mt Mark Thomas & Company Inc
Scale 1"=250'
Date 06-July-2006
Drawn By saw
Checked By DeLeon

EXHIBIT B to Accompany Legal Description
**IN THE CITY OF SACRAMENTO,
SACRAMENTO COUNTY, CALIFORNIA**

Permanent Easement
in **APN 031-1270-001**



EXHIBIT H

WHEN RECORDED MAIL TO
Freeport Regional Water Authority Office
9240 Laguna Springs Drive, Suite 100
Elk Grove, CA 95758

NO FEE DOCUMENT
Govt Code 6103

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

Okay to Accept/Date: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ENC-06-03-00 06-5002483 031-1270-001 _____
RES File Escrow Portion of APN Agreement #

EASEMENT FOR INGRESS AND EGRESS

CITY OF SACRAMENTO, a charter city (Grantor), hereby grant(s) to the FREEPORT REGIONAL WATER AUTHORITY, a joint powers authority formed under a Joint Powers Agreement between the Sacramento County Water Agency and East Bay Municipal Utility District (Grantee), in accordance with the terms and conditions of that certain Sales and Purchase Agreement Between City of Sacramento and the Freeport Regional Water Authority dated _____, (the "Agreement"), an easement for ingress and egress over the Sump 28 West Access Road, over, upon and across 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 foregoing easement shall be nonexclusive, provided that Grantor shall not use, nor grant or otherwise convey any other easements or rights authorizing any use of, the easement area for any purpose that materially interferes with the Grantee's use as authorized hereunder. So long as Grantee uses this easement, Grantee shall pay Grantor for a reasonable share of Grantor's costs to maintain and repair the Sump 28 West Access Road. Grantee shall exercise its rights hereunder in accordance with the provisions of the Agreement.

APPROVED:
City of Sacramento, a charter city

Dated: _____

By: _____

Print Name: _____

Title: _____

For Ray Kerridge, City Manager

APPROVED AS TO FORM:

ATTEST:

By: _____

City Attorney

By: _____

City Clerk

File: _____

"Approved as to form - City Attorney"

Log No. _____

Exhibit A Page 1 of 1

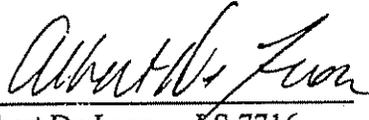
In APN 031-1270-001
Easement

In the County of Sacramento, State of California, and in Lot B of "River Oaks East Unit No. 2", filed December 31, 1986, in Book 173 of Maps, Map Number 3, Sacramento County Records, and further described as:

The southerly 672.00 feet of said Lot B, measured along the easterly line of said Lot B.
Containing an area of 0.3857 acres, more or less.

The distance used in the above description is based upon the California Coordinate System of 1983, Zone 2. Divide the above distances by 0.99997 to obtain ground level distances.

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


Albert De Leon LS 7716



July 7, 2006

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

25' Parcel B
 173 Maps 3
 031-1270-001

or 16,800±sq ft.
 0.3857±acres
 Easement

Section 11
 T. 7 N., R. 4 E., M.D.M.



S6°43'10"E

Freepoint Boulevard

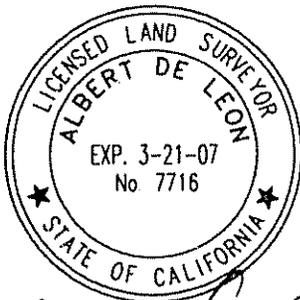
Interstate 5

880624 O.R. 1181

720718
 O.R. 419

204.99'

6 Highway Maps 12-2



Albert De Leon

Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.



mt Mark Thomas & Company Inc.
 Scale 1"=250'
 Date 06-July-2006
 Drawn By Matt
 Checked By Thorpe

EXHIBIT B to Accompany Legal Description
**IN THE CITY OF SACRAMENTO,
 SACRAMENTO COUNTY, CALIFORNIA**

Easement
 in **APN 031-1270-001**



EXHIBIT I

WHEN RECORDED MAIL TO

Freeport Regional Water Authority Office
9240 Laguna Springs Drive, Suite 100
Elk Grove, CA 95758

**NO FEE DOCUMENT
Govt Code 6103**

**NO TRANSFERTAX DUE per R&T Code 11922
Grantee is a Government Agency**

Okay to Accept/Date: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

<u>ENC-06-03-00</u>	<u>06-5002483</u>	<u>031-1270-001</u>	_____
RES File	Escrow	Portion of APN	Agreement #

TEMPORARY CONSTRUCTION EASEMENT

CITY OF SACRAMENTO, a charter city, hereby grant(s) to the FREEPORT REGIONAL WATER AUTHORITY, a joint powers authority formed under a Joint Powers Agreement between the Sacramento County Water Agency and East Bay Municipal Utility District, hereinafter referred to as "FRWA", in accordance with terms and conditions of that certain "Sales and Purchase Agreement Between City of Sacramento and the Freeport Regional Water Authority" dated _____, (the "Agreement"), a temporary construction easement for a modification of existing City utilities; access on City-owned property for construction of permanent ornamental security fence on FRWA-owned property; pavement reconstruction of the Sump 28 West Access Road, 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'

This temporary construction easement shall become effective on the date of execution of this document, and shall terminate either upon the date of completion of construction of FRWA's water supply pipeline adjacent to the above described property, or forty (40) months after the date of execution of this document, whichever date occurs first. FRWA shall exercise its rights hereunder in accordance with the provisions of the Agreement.

APPROVED:
City of Sacramento, a charter city

Dated: _____

By: _____
Print Name: _____
Title: _____
For Ray Kerridge, City Manager

COPY

APPROVED AS TO FORM:

ATTEST:

By: _____
City Attorney

By: _____
City Clerk

"Approved as to form - City Attorney"

File: _____

Log No. _____

Exhibit A Page 1 of 1

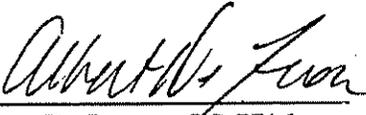
In APN 031-1270-001
Easement

In the County of Sacramento, State of California, and in Lot B of "River Oaks East Unit No. 2", filed December 31, 1986, in Book 173 of Maps, Map Number 3, Sacramento County Records, and further described as:

The southerly 672.00 feet of said Lot B, measured along the easterly line of said Lot B.
Containing an area of 0.3857 acres, more or less.

The distance used in the above description is based upon the California Coordinate System of 1983, Zone 2. Divide the above distances by 0.99997 to obtain ground level distances.

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


Albert De Leon LS 7716



July 7, 2006

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

Section 11
T. 7 N., R. 4 E., M.D.M.



25' Parcel B
173 Maps 3
031-1270-001

or 16,800±sq. ft.
0.3857±acres
Easement

S64°3'10"E

Freerport Boulevard

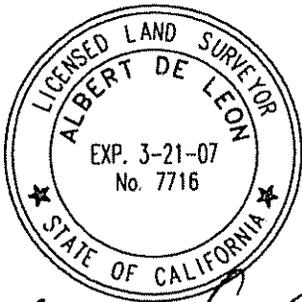
Interstate 5

880624 O.R. 1181

720718
O.R. 419

204.99'

6 Highway Maps 12-2



Albert de Leon

Bearings and distances shown are based on the California Coordinate System of 1983, Zone 2. Divide distances shown by 0.99997 to get ground level distances.



mt Mark Thomas & Company Inc.
Scale 1"=250'
Date 06-July-2006
Drawn By Matt
Checked By Thorpe

EXHIBIT B to Accompany Legal Description
**IN THE CITY OF SACRAMENTO,
SACRAMENTO COUNTY, CALIFORNIA**

Easement
in **APN 031-1270-001**



EXHIBIT J

WHEN RECORDED MAIL TO

Freeport Regional Water Authority Office
9240 Laguna Springs Drive, Suite 100
Elk Grove, CA 95758

**NO FEE DOCUMENT
Govt Code 6103**

**NO TRANSFERTAX DUE per R&T Code 11922
Grantee is a Government Agency**

Okay to Accept/Date: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ENC-06-03-00

06-5002483

031-0200-018; 036; 040 & 041

RES File

Escrow

Portion of APN

Agreement #

TEMPORARY CONSTRUCTION EASEMENT

CITY OF SACRAMENTO, a charter city, hereby grant(s) to the FREEPORT REGIONAL WATER AUTHORITY, a joint powers authority formed under a Joint Powers Agreement between the Sacramento County Water Agency and East Bay Municipal Utility District, hereinafter referred to as "FRWA", in accordance with terms and conditions of that certain "Sales and Purchase Agreement Between City of Sacramento and the Freeport Regional Water Authority" dated _____, (the "Agreement"), a temporary construction easement for a installing, maintaining and repairing landscape improvements and associated irrigation facilities in addition to construction staging area, storage of machinery, materials and equipment, parking of vehicles, 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 DIAGRAM MARKED EXHIBIT 'A'

This temporary construction easement shall become effective on the date of execution of this document, and shall terminate either upon the date of completion of construction of FRWA's water supply pipeline adjacent to the above described property, or forty (40) months after the date of execution of this document, whichever date occurs first. FRWA shall exercise its rights hereunder in accordance with the provisions of the Agreement.

APPROVED:

City of Sacramento, a charter city

Dated: _____

By: _____

Print Name: _____

Title: _____

For Ray Kerridge, City Manager

APPROVED AS TO FORM:

ATTEST:

By: _____

City Attorney

By: _____

City Clerk

"Approved as to form - City Attorney"

File: _____

Log No. _____

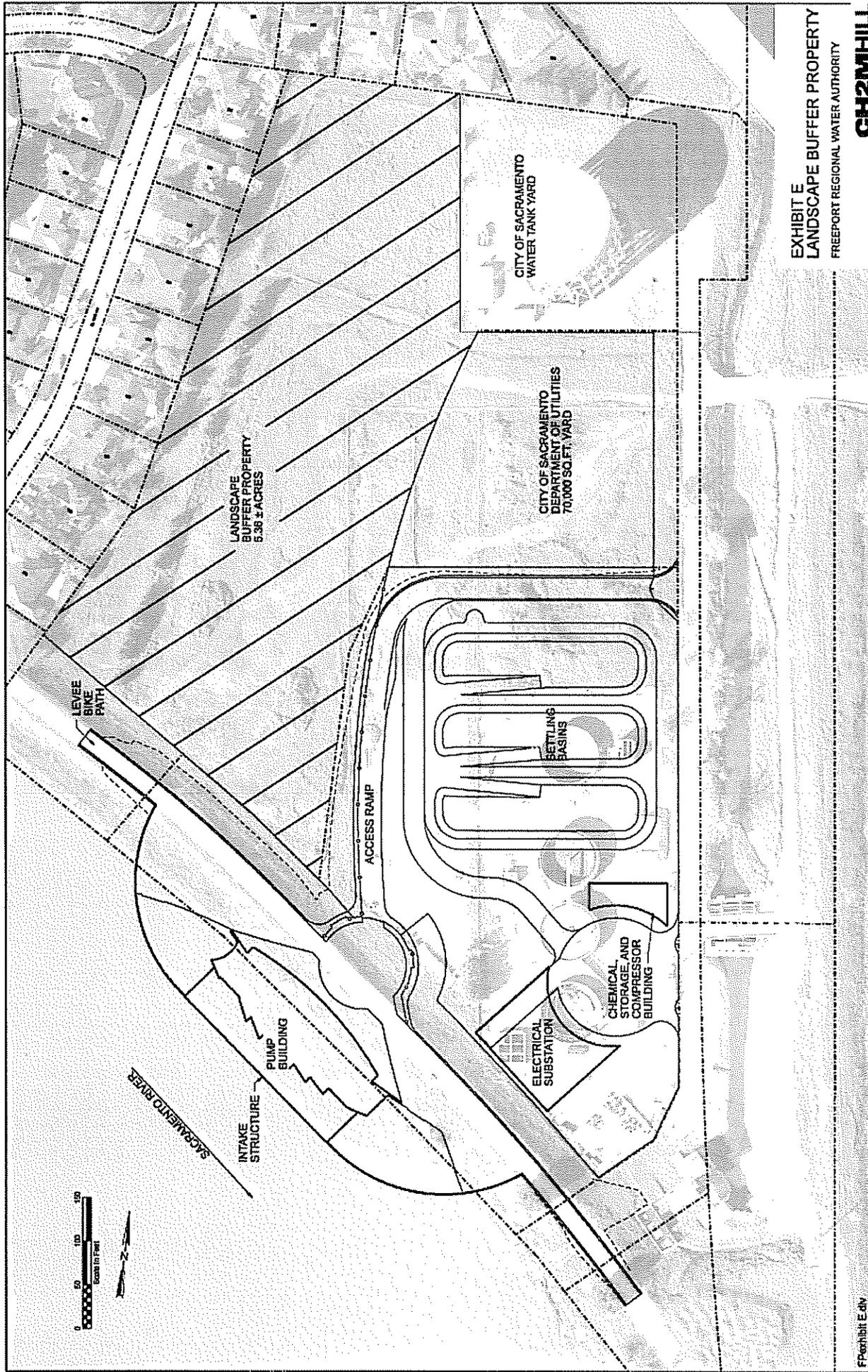


EXHIBIT E
LANDSCAPE BUFFER PROPERTY
 FREEPORT REGIONAL WATER AUTHORITY

CH2MHILL