

RESOLUTION NO. 2024-095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PURCHASE OF EASEMENTS UPON REAL PROPERTY WITH THE SACRAMENTO AREA SEWER DISTRICT, IN THE AMOUNT OF \$29,950, FOR THE SALE OF EASEMENT INTERESTS IN PORTIONS OF CITY-OWNED PROPERTY, LOCATED ALONG THE EAST SIDE OF FRANKLIN BOULEVARD AND THE WEST SIDE OF WILLARD PARKWAY, FOR A RECYCLED WATER PIPELINE AND FUTURE SEWER PIPELINE [PTN. OF APNs: 132-1880-002, 132-1880-003, 132-0020-174, AND 132-0030-065]; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE SALE OF THE EASEMENT INTERESTS; AND FINDING THE SALE OF THE EASEMENT INTERESTS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND CONSISTENT WITH THE ELK GROVE GENERAL PLAN

WHEREAS, the City of Elk Grove (City) is the fee owner of that certain real property identified as Assessor Parcel Numbers: 132-1880-002, 132-1880-003, 132-0020-174, and 132-0030-065 (altogether, City Property); and

WHEREAS, the City and the Sacramento Area Sewer District (SacSewer), previously known as the Sacramento Regional County Sanitation District, previously entered into a Memorandum of Understanding (MOU) (City Contract No. C-23-473) regarding SacSewer's implementation of the Harvest Water Program (Program) and the Harvest Water Elk Grove Transmission Pipeline Project (Project); and

WHEREAS, the Project will be constructed primarily within City road right-of-way; however, SacSewer seeks to acquire easement interests in portions of City Property where construction limits extend beyond existing right-of-way; and

WHEREAS, an independent fair market value appraisal of the easement interests required on City Property to accommodate the Project's infrastructure concluded a total fair market value of \$29,950; and

WHEREAS, the terms of the purchase and sale of the easement interests are set forth in the Agreement for Purchase of Easements Upon Real Property (Agreement) with SacSewer, attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, revenue generated from the sale of the easements on City-owned property will be credited to the General Fund (101).

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Elk Grove hereby finds that the approval of the Agreement for Purchase of Easements Upon Real Property is exempt from the California Environmental Quality Act (CEQA) based upon the following finding and evidence:

Finding: The sale of the easements does not constitute the approval of a project and is exempt from CEQA. (Pub. Res. Code § 21065, CEQA Guidelines §§ 15060(c), (2)(3); 15061(b)(3); 15064(d)(3); 15378(a).)

Evidence: Approval of the Agreement and sale of the easements will not, in and of itself, result in any direct physical change or reasonably foreseeable indirect change to the environment. The easements will encumber vacant land along the east side of

Franklin Boulevard and the west side of Willard Parkway. The sale of the easements to SacSewer would not approve any development project, nor would it change the physical environment. The approval of the Agreement and conveyance of the easements, therefore, does not constitute the approval of a project under CEQA, and it is exempt from CEQA. (Pub. Res. Code § 21065, CEQA Guidelines §§ 15060(c), (2)(3); 15061(b)(3); 15064(d)(3); 15378(a).) Should a development project be proposed in the future, such development project would undergo CEQA review. This includes the Harvest Water Program, which has been analyzed by SacSewer for potential environmental impacts through an Environmental Impact Report (EIR), several EIR addendums, and an Initial Study (State Clearinghouse #2015022067);

AND, BE IT FURTHER RESOLVED, that the City Council of the City of Elk Grove finds the sale of easement interests to SacSewer consistent with the City's General Plan as required by Elk Grove Municipal Code Section 23.10.030 and Government Code Section 65402(a) based upon the following finding:

Finding: The sale of the easement interests is consistent with the General Plan.

Evidence: The sale of the easement interests is consistent with the General Plan as it supports the Harvest Water Program, which will provide recycled water to East Franklin, Laguna Ridge and the Southeast Policy Area in conformance with General Plan Policy INF-1-4:

AND, BE IT FURTHER RESOLVED, that the City Council of the City of Elk Grove hereby authorizes the City Manager to execute an Agreement for Purchase of Easements Upon Real Property (Agreement) with the Sacramento Area Sewer District, in the amount of \$29,950, for the sale of easement interests in portions of City-owned property, located along the east side of Franklin Boulevard and the west side of Willard Parkway, for a recycled water pipeline and future sewer pipeline [ptn. of APNs: 132-1880-002, 132-1880-003, 132-0020-174, and 132-0030-065]:

AND, BE IT FURTHER RESOLVED, that the City Council of the City of Elk Grove hereby authorizes the City Manager to take all actions necessary and to execute all documents necessary to effect the sale of the easement interests consistent with the Agreement for Purchase of Easements Upon Real Property and this Resolution.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 12th day of June 2024




BOBBIE SINGH-ALLEN, MAYOR of the
CITY OF ELK GROVE

ATTEST:



JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:



JONATHAN P. HOBBS,
CITY ATTORNEY

RED File No.:

OWNER: City of Elk Grove
 APN: 132-0030-065, 132-1880-002,
 132-1880-003 & 132-0020-174
 Project: Harvest Water

AGREEMENT FOR PURCHASE OF EASEMENTS UPON REAL PROPERTY

This Agreement for Purchase of Real Property, (hereinafter referred to as "Agreement"), is between **SACRAMENTO AREA SEWER DISTRICT**, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, (hereinafter referred to as "SacSewer"), and the **City of Elk Grove**, a municipal corporation, (hereinafter referred to as "City"), individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, City is the fee title owner of certain real property located in Elk Grove, California, identified as Sacramento County Assessor Parcel Numbers 132-0030-065, 132-1880-002, 132-1880-003, and 132-0020-174 and more particularly described in the legal descriptions attached hereto and incorporated herein as **Exhibit "1"** ("City Property"); and

WHEREAS, SacSewer is implementing the Harvest Water Program ("**Project**") to deliver recycled water to agricultural properties in southern Sacramento County;

WHEREAS, SacSewer, formerly known as Sacramento Regional County Sanitation District, and the City entered into a Memorandum of Understanding Between the City of Elk Grove and Sacramento Regional County Sanitation District Regarding the Harvest Water Program, City Contract # C-23-473 dated August 9, 2023 ("**MOU**"); and

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

1. INCOPORATOIN OF RECITALS.

The above recitals are true and correct and incorporated into this Agreement by reference.

2. EASEMENTS.

City agrees to sell to SacSewer and SacSewer agrees to purchase from City pursuant to the terms and conditions set forth in this Agreement, easement interests in portions of the City Property for a recycled water pipeline, as described and depicted in **Exhibit "2"** ("**Easement 1** or **Deed 1**"), and an easement interest in a portion of the City Property for recycled water and a future sewer pipeline as described and depicted in **Exhibit "3"** ("**Easement 2** or **Deed 2**"), both easements attached hereto and incorporated herein by this reference. It is understood that said property rights are necessary for the construction of the Project.

3. ESCROW.

This transaction shall be handled through Escrow Numbers 01008020-010-PA-SL0 (hereinafter referred to as "**Escrow**"), with Fidelity National Title Company, (hereinafter known as "**Escrow Agent**"), at 8525

Madison Avenue, Suite 110, Fair Oaks, CA 95628 as described in the attached Escrow Instructions, (hereinafter referred to as "**Escrow Instructions**"), identified as **Exhibit "4"**.

4. DELIVERY OF DOCUMENT/ESCROW.

The conveyance documents, for Easement 1 and Easement 2, will be executed and delivered by City to SacSewer for the purpose of placing the documents into Escrow. SacSewer shall not be deemed to have accepted delivery of Easement 1 and Easement 2 until such time as Easement 1 and Easement 2 are recorded in the Official Records of the County of Sacramento, California. SacSewer shall pay all costs of escrow and recording fees incurred in this transaction.

5. PURCHASE PRICE AND ESCROW.

SacSewer shall place into Escrow the sum of \$29,950.00 (hereinafter referred to as "Purchase Price"), for Easement 1 and Easement 2, which the Parties agree includes all improvements, damages, and severance. The Escrow Agent shall deliver the Purchase Price to City when title to Easement 1 and Easement 2 vests in the SacSewer free and clear of all liens, encumbrances, assessments, easements, and leases (recorded and/or unrecorded), and taxes as indicated on the Escrow Instructions.

6. PAYMENT OF MORTGAGE OR DEED OF TRUST.

Intentionally omitted.

7. POSSESSION.

City agrees that SacSewer and its authorized agents or contractors may enter upon the Easement 1 and Easement 2 areas described herein for purposes of performing activities related to and incidental to the construction of the Project, inclusive of the right to remove and dispose of any improvements after full execution of this Agreement and Escrow being fully funded by SacSewer.

8. CITY'S INDEMNIFICATION.

CITY covenants and agrees to indemnify and hold the SacSewer harmless from any and all claims that third parties may make or assert with respect to the title to the premises and any improvements.

9. RE-CONSTRUCTION OF CITY'S PROPERTY.

SacSewer and its authorized agents and contractors are hereby granted permission to enter onto City's Property to reconstruct City's driveways, walkways, irrigation systems, re-landscape and appurtenant areas as necessary to conform to Project improvements. SacSewer shall return City Property in the same or better condition it was prior to the entry for the construction of the Project. All work shall be completed per the plans and specifications of the Harvest Water Elk Grove Transmission Pipeline Project and the MOU. The cost of such re-construction of the City's Property shall be borne by SacSewer.

10. LEASE WARRANTY.

City warrants there are no oral or written leases on any portion of Easement 1 and Easement 2 areas exceeding a period of one month.

11. SAC SEWER'S USE AND LIABILITY.

SacSewer agrees to release City from any liability arising from SacSewer exercising its rights under this Agreement. Furthermore, SacSewer agrees to assume responsibility for any damages to City's Property caused by reason of SacSewer's use of Easement 1 and Easement 2 under this Agreement and shall repair such damage.

12. GOVERNING LAW/SEVERABILITY.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action arising under or related to this Agreement shall be brought and prosecuted in the

Sacramento County Superior Court. If any term or provision in this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon such determination that any term or provision is illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

13. TITLE VI COMPLIANCE AND NON-DISCRIMINATION.

The Parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3

During the performance of this Agreement, the Parties shall comply with all elements of Title VI of the Civil Rights Act of 1964, which mandates that no person in the United States shall, on the ground of race, color, or national origin shall be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance, or that is the subject of this Agreement.

In addition, the SacSewer shall not deny any benefits to any person on the basis of religion, color, ethnic group identification, sex, sexual orientation, gender, gender identity, marital status, age, physical or mental disability, and shall not discriminate unlawfully against any other protected class under state and federal law.

14. PUBLIC PURPOSE.

Both City and SacSewer agree that SacSewer requires Easement 1 and Easement 2, for the Project and SacSewer can acquire Easement 1 and Easement 2 through the exercise of the power of eminent domain.

Both City and SacSewer recognize the expense, time, effort and risk to both City and SacSewer in failing to resolve a dispute over compensation for Easement 1 and Easement 2 by eminent domain litigation; and therefore, the Parties agree that the compensation set forth herein is in compromise and settlement in lieu of such litigation.

15. AUTHORITY AND EXECUTION.

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

16. NOTICES.

Any notice that either party may or is required to give the other shall be in writing, and shall be either (1) personally delivered or (2) sent by regular U.S. Mail with a copy also transmitted via email, to the following address:

To City:
City of Elk Grove
Public Works Department
8401 Laguna Palms Way
Elk Grove, CA 95758
Attention: Real Estate Manager
Email: agrava@elkgrovecity.org

To SacSewer:
Sacramento Area Sewer District
8521 Laguna Station Road
Elk Grove, CA 95758
Attn: Mike Crooks
crooksm@sacsewer.com

17. ENTIRE AGREEMENT.

The performance of this Agreement constitutes the entire consideration for the conveyances from City and shall relieve the SacSewer of all further obligation or claim on this account. The obligations of the Parties hereto shall survive the close of escrow.

18. COUNTERPARTS

Agreement may be executed in several counterparts and shall be deemed one and the same agreement. Electronic and scanned signatures shall be deemed original signatures for all purposes, including proof of terms herein, and shall be binding on each party.

(The Remainder of this page is intentionally left blank.)

This Agreement shall bind the respective heirs, personal representatives, successors, and assigns of the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as follows:

Sacramento Area Sewer District

City of Elk Grove, a municipal corporation

Date: _____

Date: _____

By: _____

By: _____

Christoph Dobson
District Engineer/General Manager
Under delegated authority by
Reso No: SR-2900
Dated: October 11, 2017

Jason Behrman, City Manager

RECOMMENDED FOR APPROVAL

By: Ann Grana

Real Estate Manager

APPROVED AS TO FORM:

By: Jonathan P. Hobbs

City Attorney

Date: 5/28/2024 | 10:46 AM PDT

ATTEST:

By: _____
Jason Lindgren, City Clerk

Date: _____

ATTACH:
Exhibit "1"
Exhibit "2"
Exhibit "3"
Exhibit "4"

City Property Legal Descriptions
Easement Deed 1
Easement Deed 2
Escrow Instructions

Exhibit "1"
City Property Legal Descriptions

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ELK GROVE, IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot C, as shown on the Map of Elk Grove Meadows Unit 3A, Recorded in Book 322 of Maps, Map No. 1, Records of said County.

APN: 132-0030-065

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ELK GROVE, IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot A, as shown on the Map No. 04-784.01 Monterey Village, Recorded in Book 352 of Maps, Page 10, of Official Records of Sacramento County, California.

Excepting Therefrom, an undivided one half interest in and to all oil petroleum, naphtha, other by hydrocarbon substances and minerals of any kind and nature, below a depth of 500 feet from the surface of said land, but without however, the right to enter upon the surface of said land or the upper 500 feet thereof.

APN: 132-1880-002-0000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ELK GROVE, IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lot I as shown on the Map of Subdivision No. 04-784.01 Monterey Village, recorded in Book 352 of Maps, at Page 10, Official Records of Sacramento County, California

APN: 132-1880-003

All that certain real property situate in Section 5, Township 6 North, Range 5 East, Mount Diablo Meridian, City of Elk Grove, County of Sacramento, State of California, described as follows:

All of Parcel 4 as shown on that certain Parcel Map entitled "Parcel Map No. 01-197.00 Laguna Estates" filed for record in Book 180 of Parcel Maps, at Page 21, Sacramento County Records.

APN: 132-0020-174

Exhibit "2"
Easement 1 or Deed 1

WHEN RECORDED RETURN TO:
REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002

No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922

Okay to Accept

Name/Date:

Print Name & Dept.: Mike Crooks, SacSewer

APNs: 132-0030-065, 132-0020-174
& 132-1880-003

Project Name & Dept.: Harvest Water Project
(SacSewer)

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR RECYCLED WATER PIPELINE

City of Elk Grove, a municipal corporation (hereinafter referred to as "Grantor"), does hereby grant to the **SACRAMENTO AREA SEWER DISTRICT**, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700 (hereinafter referred to as "SacSewer"), and its assignees and successors in interest, an easement for recycled water conveyance purposes inclusive of digging, constructing, installing, reconstructing, repairing, operating, upgrading and forever maintaining thereon a recycled water pipeline, of such dimensions as SacSewer shall deem necessary for pipe placement and maintenance, together with all necessary appurtenances appertaining thereto, including ingress and egress over, under, upon and across all that real property, (hereinafter referred to as "Easement Area"), situated in the County of Sacramento, State of California, described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF;

together with the perpetual right and privilege of flowing recycled water in and through said pipeline in such amounts and at such times as SacSewer shall deem necessary, and 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.

Use of the Easement Area shall not limit SacSewer's intended use of the easement, and its assignees' and successors' in interest, rights granted under this Easement. Grantor and Grantor's assignees or successors in interest may use the Easement Area for the following uses for which no SacSewer approval is required: (i) lawn or similar groundcover; (ii) areas planted with species whose mature growth does not exceed five (5) feet in height and which are not environmentally protected unless trees are planted to replace mature trees around the perimeter of the easement area; (iii) trail amenities including benches, garbage cans or similar park like appurtenances with foundations no greater than four (4) feet in depth and one (1) foot in diameter or (iv) roadways, driveways, sidewalks, bike paths or surface parking ("Allowable Uses"). Any and all other uses shall require written SacSewer approval prior to implementation. Uses shall be installed in a manner that will not unreasonably interfere with or adversely impact SacSewer's installed facilities or impede vehicular access by SacSewer for maintenance and repair purposes. SacSewer shall be liable for the cost of the removal and replacement of improvements that are "Allowable Uses" as defined herein and for any improvements approved by SacSewer that are disturbed by SacSewer's use of the easement. Sac Sewer shall return the easement area to its condition prior to its use of the easement area. SacSewer shall not be liable for any cost for the removal and

replacement of any unapproved improvements constructed by Grantor within the Easement Area that are not considered "Allowable Uses" as defined herein.

Warrant of Signature Authority. The Grantor warrants the signature appearing on this instrument of real property (i.e., Easement Deed, Grant Deed, Quitclaim Deed) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that SacSewer, which is a public entity, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Dated this ____ day of _____, 20____

City of Elk Grove, a municipal corporation

By: _____
Jason Behrmann, City Manager

By Resolution: _____

Dated: _____

Exhibit 'A'

PERMANENT EASEMENT

Legal Description

All that real property situate in the County of Sacramento, State of California, lying within the Northeast One-quarter of Section 8, Township 6 North, Range 5 East, M.D.M., being a portion of Lot 'C' as shown on the plat of "Elk Grove Meadows Unit 3A", filed in Book 322 of Maps, Page 1, Official Records of Sacramento County and being more particularly described as follows:

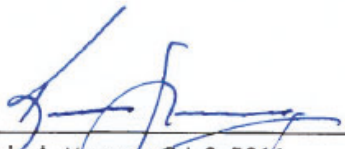
BEGINNING at a point on the North line of said Lot 'C' which lies North 89°31'18" East, 56.78 feet from the Northwest corner of said Lot 'C'; thence along said North line, North 89°31'18" East, 40.26 feet; thence leaving said North line, South 06°51'27" East, 161.00 feet to a point on the South line of said Lot 'C'; thence along said South line, South 89°31'18" West, 40.30 feet; thence leaving said South line, North 06°50'36" West, 160.99 feet to the POINT OF BEGINNING, containing 0.148 acres, more or less.

See Exhibit 'B' attached hereto and made a part of this description.

End of Description

The basis of bearings for this description is the California Coordinate System NAD 83, Zone II, Epoch 2010.0. All distances are grid distances. Multiply grid distance by 1.0000011 to obtain ground distance.

This description has been prepared by me or under my direct supervision.


Kevin A. Heeny, P.L.S. 5914



02/27/2024
Date

Exhibit 'A'

PERMANENT EASEMENT
Legal Description

All that real property situate in the County of Sacramento, State of California, lying within the Northeast One-half of Section 5, Township 6 North, Range 5 East, M.D.M., being a portion of Parcel 4 as shown on that certain Parcel Map filed in Book 180 of Parcel Maps, Page 21, Official Records of Sacramento County and being more particularly described as follows:

AREA 1

COMMENCING at the Northwest corner of said Parcel 4, being a point on the Easterly right of way line of Franklin Boulevard which lies South 02°33'39" West, 661.64 feet from a 2 1/4" brass disk in a monument well stamped "LS6600" at the intersection of Franklin Boulevard and Elk Grove Boulevard; thence along said Easterly line, South 06°43'16" West, 161.76 feet to a point hereinafter referred to as Point 'A'; thence leaving said Easterly line at right angle, South 83°16'44" East, 12.50 feet to a point on the Easterly line of the Public Utility Easement adjacent to Franklin Boulevard as shown on said Parcel Map and the true POINT OF BEGINNING; thence continuing South 83°16'44" East, 15.00 feet; thence parallel to the Easterly line of Franklin Boulevard, South 06°43'16" West, 15.00 feet; thence North 83°16'44" West, 15.00 feet to a point on said Public Utility Easement line; thence along said Public Utility Easement, North 06°43'16" East, 15.00 feet to the POINT OF BEGINNING, containing 225 square feet, more or less.

AREA 2

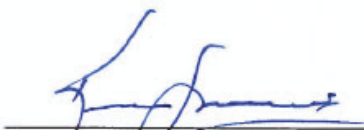
COMMENCING at the aforementioned Point 'A'; thence along the Easterly line of Franklin Boulevard, South 06°43'16" West, 89.79 feet; thence leaving the Easterly line of Franklin Boulevard at right angle, South 83°16'44" East, 12.50 feet to a point on the Easterly line of the Public Utility Easement adjacent to Franklin Boulevard as shown on said Parcel Map and the true POINT OF BEGINNING; thence continuing South 83°16'44" East, 15.00 feet; thence parallel to the Easterly line of Franklin Boulevard, South 06°43'16" West, 15.00 feet; thence North 83°16'44" West, 15.00 feet to a point on said Public Utility Easement line; thence along said Public Utility Easement, North 06°43'16" East, 15.00 feet to the POINT OF BEGINNING, containing 225 square feet, more or less.

See Exhibit 'B' attached hereto and made a part of this description.

End of Description

The basis of bearings for this description is the California Coordinate System NAD 83, Zone II, Epoch 2010.0. All distances are grid distances. Multiply grid distance by 1.0000011 to obtain ground distance.

This description has been prepared by me or under my direct supervision.


Kevin A. Heeney, P.L.S. 5914



02/27/2024
Date

EXHIBIT 'A'

PERMANENT EASEMENT
Legal Description

All that real property situate in the City of Elk Grove, County of Sacramento, State of California lying within the Southeast One-quarter of Section 5, Township 6 North, Range 5 East, M.D.M. and being a portion of Lot 'I' as shown on the plat of "Monterey Village", filed in the office of the County Recorder of Sacramento County in Book 352 of Maps, Page 10 and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot G as shown on said plat of "Monterey Village", being an angle point in the East line of Lot A of said plat of "Monterey Village"; thence along the West line of said Lot G, North 06°53'31" East, 9.61 feet; thence leaving said West line, South 57°29'14" West, 118.21 feet to a point on the East line of said Lot "I" and the true POINT OF BEGINNING; thence leaving the East line of said Lot 'I', and continuing South 57°29'14" West, 21.26 feet to a point on the East line of Franklin Boulevard as shown on said plat of "Monterey Village", from which the centerline intersection of Franklin Boulevard and Whitelock Parkway, as shown on said plat of "Monterey Village" and marked by a PK nail bears South 34°58'21" West, 111.01 feet; thence along the East line of said Franklin Boulevard the following two (2) courses:

- 1. North 12°36'07" East, 37.55 feet, and
- 2. North 06°53'31" East, 62.78 feet;

thence leaving the East line of Franklin Boulevard, North 57°29'14" East, 19.41 feet to a point on the East line of said Lot 'I'; thence along the East line of said Lot 'I' the following two (2) courses:

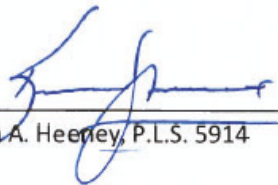
- 1. South 06°53'31" West, 75.73 feet, and
- 2. South 12°36'07" West, 23.36 feet to the POINT OF BEGINNING, containing 1,496 square feet, more or less.

See Exhibit 'B' attached hereto and made a part of this description.

End of Description

The basis of bearings for this description is the California Coordinate System NAD 83, Zone II, Epoch 2010.0. All distances are grid distances. Multiply grid distance by 1.0000011 to obtain ground distance.

This description has been prepared by me or under my direct supervision.


Kevin A. Heeney, P.L.S. 5914



02/27/2024
Date

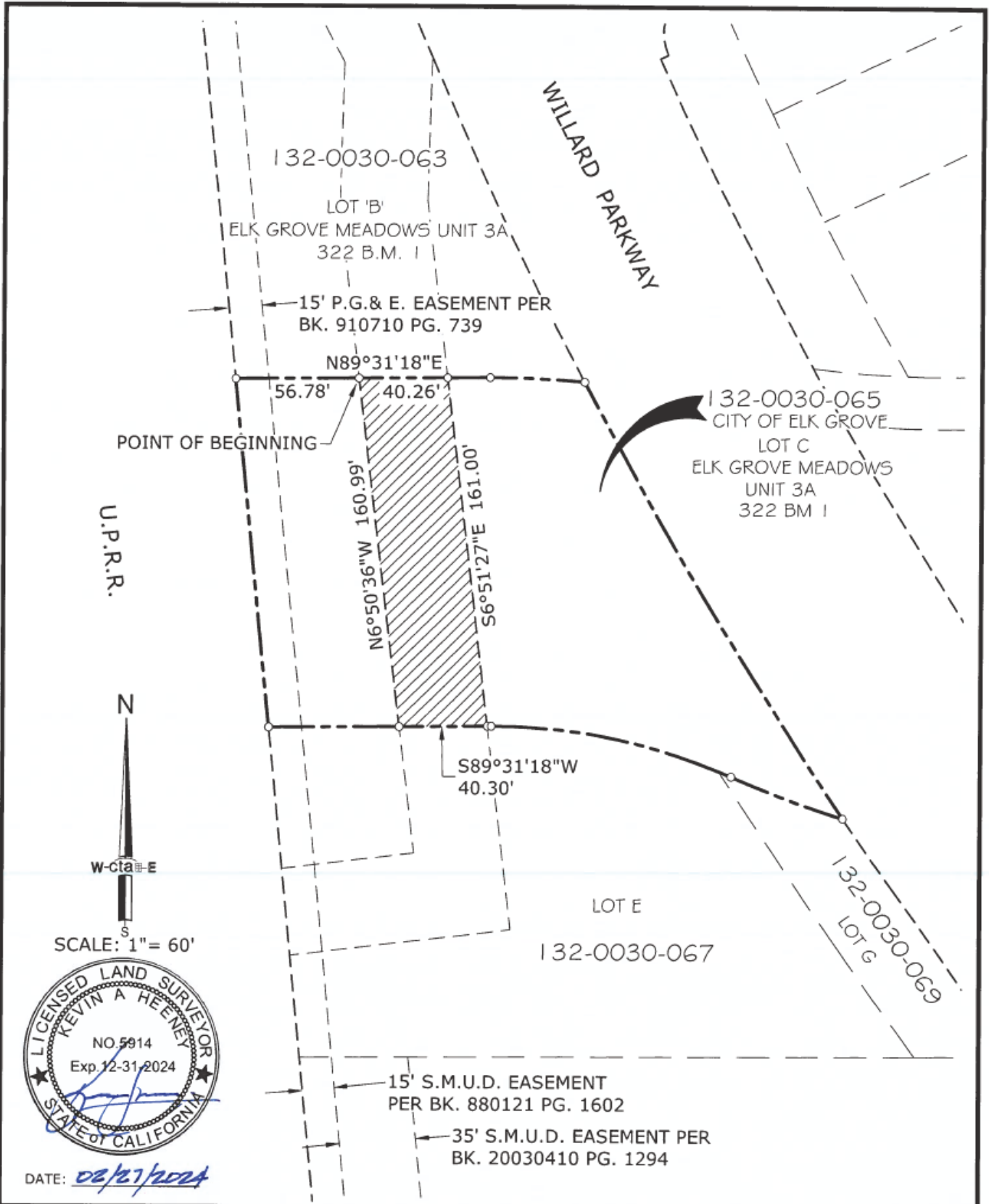
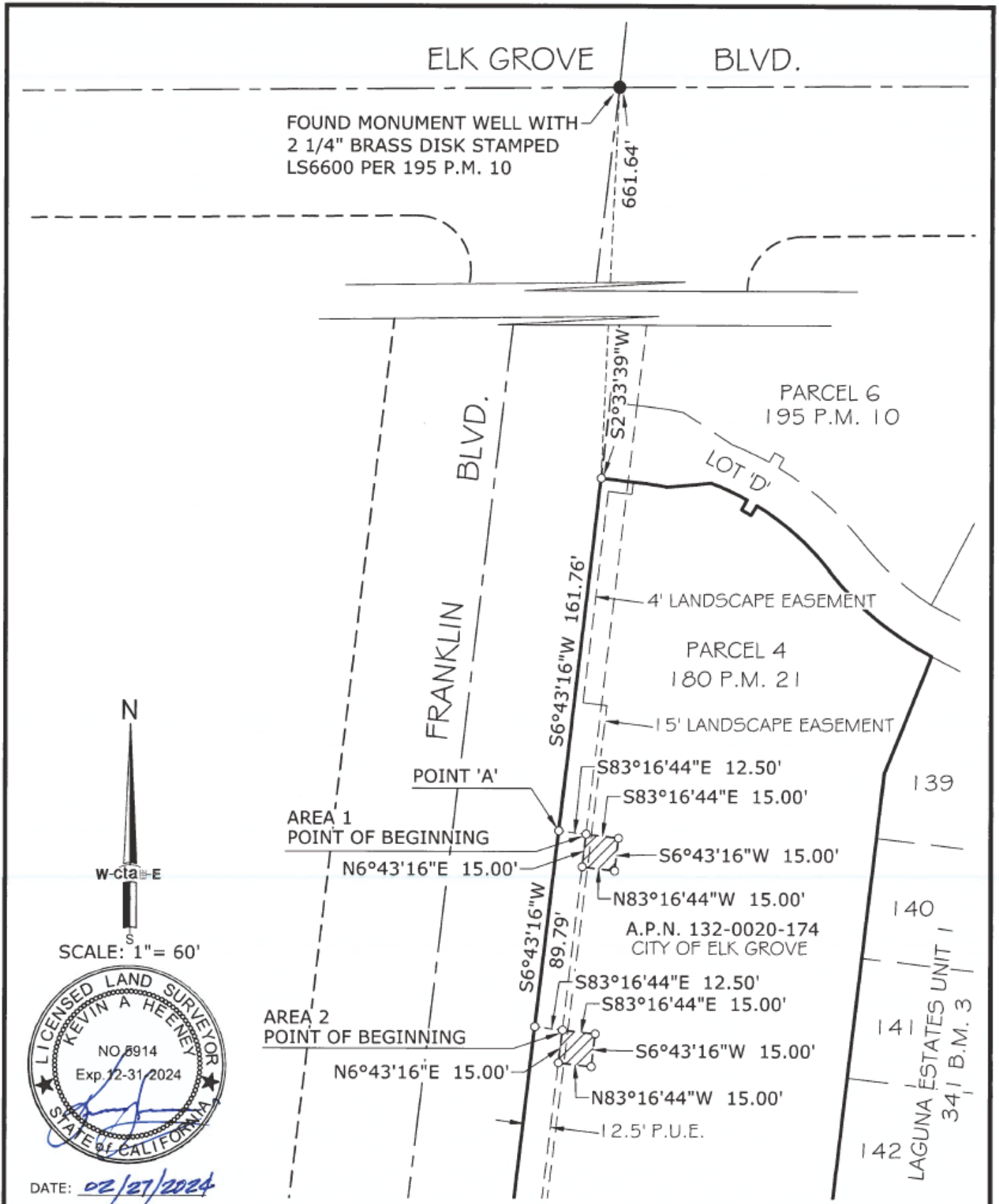


EXHIBIT 'B'
PROPOSED PERMANENT EASEMENT FROM
CITY OF ELK GROVE



N

W ← → E

S

SCALE: 1" = 60'

LICENSED LAND SURVEYOR

KEVIN A. HEENEY

NO 8914

Exp. 12-31-2024

STATE OF CALIFORNIA

DATE: 02/27/2024

EXHIBIT 'B'
 PROPOSED PERMANENT EASEMENT FROM
 CITY OF ELK GROVE

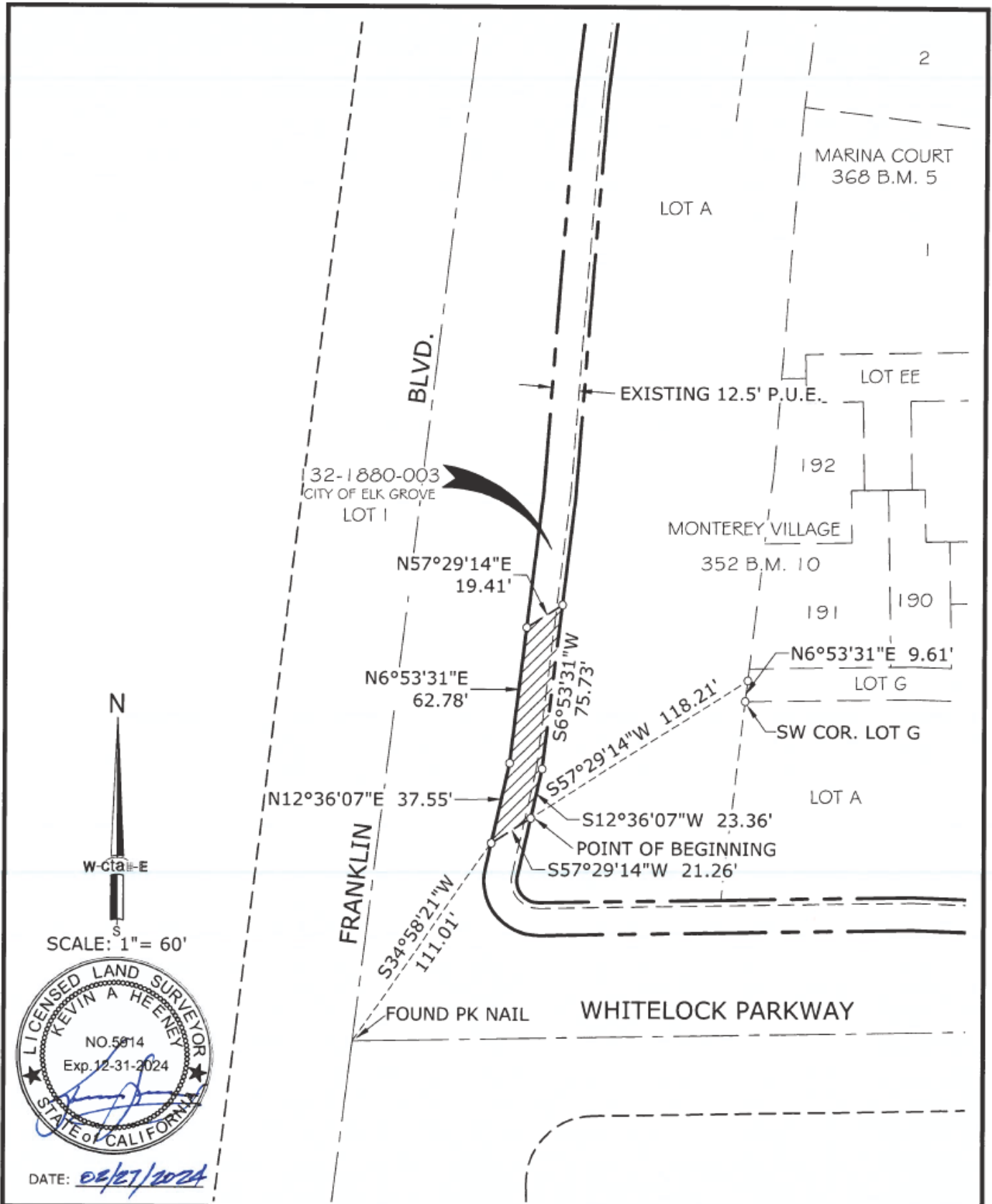


EXHIBIT 'B'
PROPOSED PERMANENT EASEMENT FROM
CITY OF ELK GROVE

Exhibit "3"
Easement 2 or Deed 2

**WHEN RECORDED RETURN TO:
REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
3711 Branch Center Road
Sacramento, CA 95827
Mail Code 63-002**

**No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922**

Okay to Accept

Name/Date:

Print Name & Dept.: Mike Crooks, SacSewer

APNs: 132-1880-002

Project Name & Dept.: Harvest Water Project

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR RECYCLED WATER & SEWER PIPELINE

City of Elk Grove, a municipal corporation (hereinafter referred to as "Grantor"), does hereby grant to the **SACRAMENTO AREA SEWER DISTRICT**, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, (hereinafter referred to as "SacSewer"), an easement for recycled water conveyance and future raw sewage conveyance purposes inclusive of digging, constructing, installing, reconstructing, repairing, operating, upgrading and forever maintaining thereon a recycled water pipeline and a future sewer pipeline, of such dimensions as SacSewer shall deem necessary, together with all necessary appurtenances appertaining thereto, including ingress and egress over, under, upon and across all that real property, (hereinafter referred to as "Easement Area"), situated in the County of Sacramento, State of California, described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF;

together with the perpetual right and privilege of flowing recycled water and future raw sewage in, through, said pipelines in such amounts and at such times as SacSewer shall deem necessary and 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.

Use of the Easement Area shall not limit SacSewers', intended use of the easement, and its assignees' and successors' in interest, rights granted under this Easement. Grantor and Grantor's assignees or successors in interest may use the Easement Area for the following uses for which no SacSewer approval is required: (i) lawn or similar groundcover; (ii) areas planted with species whose mature growth does not exceed five (5) feet in height and which are not environmentally protected unless trees are planted to replace mature trees around the perimeter of the easement area; (iii) trail amenities including benches, garbage cans or similar park like appurtenances with foundations no greater than four (4) feet in depth and one (1) foot in diameter or (iv) roadways, driveways, sidewalks, bike paths or surface parking ("Allowable Uses"). Any and all other uses shall require written SacSewer approval prior to implementation. Uses shall be installed in a manner that will not unreasonably interfere or adversely impact SacSewer's installed facilities or impede vehicular access by SacSewer for maintenance and repair purposes. SacSewer shall be liable for the cost of the removal and replacement of improvements that are "Allowable Uses" as defined herein and for any improvements approved by SacSewer that are disturbed by SacSewer's use of the easement. Sac Sewer shall return the easement area to its condition prior to its use of the easement area. SacSewer

shall not be liable for any cost for the removal and replacement of any unapproved improvements constructed by Grantor within the Easement Area that are not considered "Allowable Uses" as defined herein.

Warrant of Signature Authority. The Grantor warrants the signature appearing on this instrument of real property (i.e., Easement Deed, has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that SacSewer, which is a public entity, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Dated this ____ **day of** _____, **20** ____

City of Elk Grove, a municipal corporation

By: _____
Jason Behrman, City Manager

By Resolution: _____

Dated: _____

EXHIBIT 'A'

PERMANENT EASEMENT
Legal Description

All that real property situate in the City of Elk Grove, County of Sacramento, State of California lying within the Southeast One-quarter of Section 5, Township 6 North, Range 5 East, M.D.M. and being a portion of Lot 'A' as shown on the plat of "Monterey Village", filed in the office of the County Recorder of Sacramento County in Book 352 of Maps, Page 10 and being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 'A'; thence along the North line of said Lot 'A' the following two (2) courses:

1. along the arc of a curve, concave to the Southeast, having a radius of 25.00 feet, the chord of which bears North 80°38'55" East, 6.38 feet;
2. North 87°59'00" East, 84.90 feet to the Northeast corner of said Lot A;

thence along the East line of said Lot A the following three (3) courses:

1. South 06°53'31" West, 884.63 feet;
2. South 04°24'57" West, 162.33 feet, and
3. South 06°53'31" West, 108.65 to an angle point in the East line of said Lot A;

thence leaving said East line, and continuing South 06°53'31" West, 91.81 feet to a point on the South line of said Lot A; thence along the South and West line of said Lot A the following six (6) courses:

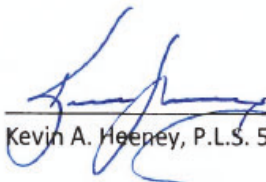
1. South 88°54'42" West, 83.51;
2. along the arc of a curve to the right, having a radius of 10.00 feet, the chord of which bears North 39°14'35" West, 15.73 feet;
3. North 12°36'07" East, 50.57 feet;
4. North 06°53'31" East, 126.07 feet;
5. North 04°24'57" East, 185.17 feet, and
6. North 06°53'31" East, 871.64 feet to the POINT OF BEGINNING, containing 2.575 acres, more or less.

See Exhibit 'B' attached hereto and made a part of this description.

End of Description

The basis of bearings for this description is the California Coordinate System NAD 83, Zone II, Epoch 2010.0. All distances are grid distances. Multiply grid distance by 1.0000011 to obtain ground distance.

This description has been prepared by me or under my direct supervision.


 Kevin A. Heeney, P.L.S. 5914



02/27/2024
 Date

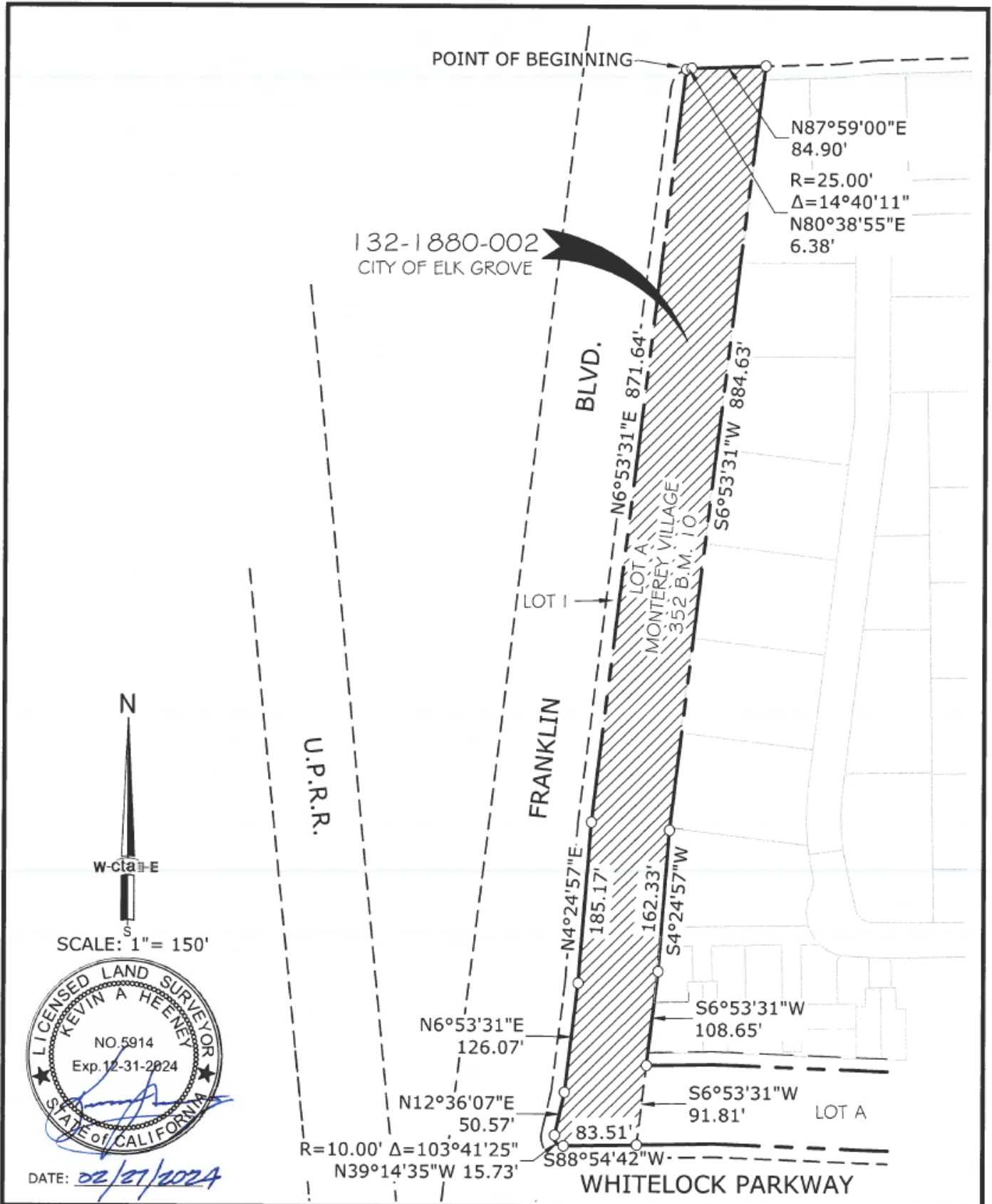


EXHIBIT 'B'
 PROPOSED PERMANENT EASEMENT FROM
 CITY OF ELK GROVE

EXHIBIT 4

ESCROW INSTRUCTIONS TO:
Fidelity National Title Company

Date March 1, 2024

Escrow No: 01008020-010-AM-PJ

Project: Harvest Water

Seller: City of Elk Grove

YOU ARE HANDED HEREWITH:

1. Demand of Seller: \$29,950.
2. Easement Deeds, which you are authorized to deliver or record when you can issue a standard form CLTA title insurance policy with a liability in the amount of \$29,950 on the property as described in document handed you herewith for recording. No charge is to be paid by the SacSewer for recording.

TITLE TO BE VESTED IN: SACRAMENTO AREA SEWER DISTRICT, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700.

Please provide a title policy SUBJECT TO the exceptions as shown in the below table:

Order Number	Dated	APN	Property Address	Subject to Exceptions:	Delete Exceptions:
01007779	September 6, 2023 Amended: February 2, 2024, Amendment No. 1	132-1880-002	Blossom Ridge Drive, Elk Grove, CA	5-8, 11-12	1-4, 9-10, 13-14
01008020	February 8, 2024	132-1880-003	Elk Grove, CA	5-7, 9-10, 14-15	1-4, 8, 11-13, 16-18
01008021	February 8, 2024	132-0020-174	Elk Grove, CA	5-7, 9-11, 14-16	1-4, 8, 12-13, 17-19
01006060	February 8, 2022	132-0030-065	Franklin Blvd., Elk Grove, CA	5-9	1-4, 10-12

YOU ARE REQUESTED TO CLOSE THIS ESCROW AS SOON AS POSSIBLE. If you are unable to close within 30 days please advise the parties hereto.

YOU ARE AUTHORIZED TO PAY UPON CLOSING THE FOLLOWING:

		SELLER	SACSEWER
1	Sellers Demand	\$29,950	Pay
2	Title Policy		Pay
3	Escrow Fee		Pay

All disbursements are to be made by check of: Fidelity National Title Company.

INSTRUCTIONS FROM SELLER: In addition to the foregoing, you are hereby authorized to record and/or deliver the attached documents to SacSewer on receipt of a warrant in the amount of \$29,950, net to Seller, subject to any demands of liens or encumbrances. You are also authorized to obtain a consent to easement from any Mortgagee listed in the Preliminary Report as necessary. Please remit remainder to Seller.

Seller: City of Elk Grove, a municipal corporation

APPROVED: _____

SacSewer

ACCEPTED: _____

Fidelity

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2024-095

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF ELK GROVE)

I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on June 12, 2024 by the following vote:

AYES: COUNCILMEMBERS: Singh-Allen, Brewer, Robles, Spease

NOES: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: Suen


Jason Lindgren, City Clerk
City of Elk Grove, California