

File No.: ACQE-12-01-00
Project: Natomas Safe Routes to School
PN/WO: T15105000-3702/2101891
Parcel No.: Portion of 225-0440-052; 225-0230-063;
& 225-1060-009
Escrow #: 404-9405 & 404-9406
Title Company: Placer Title
Date of Preliminary Title Report: January 30, 2012

Grantor: **Natomas Unified School District, a political subdivision of the State of California**

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

**AGREEMENT FOR ACQUISITION OF EASEMENTS
(with Right of Entry)**

WHEREAS, the above-named Grantor(s) (hereafter referred to as the "Grantor") owns the real property (hereafter referred to as "Property") as is described in the easements deed (hereafter referred to as "Easement Deeds") attached as Exhibit "A" & "B"; and

WHEREAS, Grantor desires to convey and the City of Sacramento, a municipal corporation (hereafter referred to as the "City"), desires to acquire an Easements for Public Purposes in the Property (hereafter referred to as the "Easements"), for the right to improve existing sidewalks, curb ramps and marked crosswalks, and other right of way incidental purposes related thereto, in the Property, on the terms and conditions set forth herein.

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

1. No Compensation. Grantor is conveying the Easements to City for no compensation. Grantor expressly agrees that performance of this Agreement by City shall constitute full and fair consideration for Grantor's conveyance of the Easements to City. Grantor is aware that it is entitled to just compensation, however, Grantor expressly waives any and all rights to compensation or payment therefore, and, further, waives any and all claims that Grantor may have against City by reason of the City's acquisition, improvement, possession or occupancy of the Property, including without limitation claims for severance or taking compensation, or damages on account of the acquisition of the Property or the location, establishment, construction or operation of the above-named project on the Property. The foregoing waivers shall include any and all rights or claims that Grantor may have under Article 1, section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation.

2. Execution and Delivery of Easement Deeds. City has opened an escrow account with Placer Title Company, 189 Fulweiler Avenue, Auburn, CA 95603, (530) 887-2410, Escrow Number(s) 404-9405 & 404-9406 (hereafter referred to as the "Escrow Holder"). Upon execution of this Agreement by both parties, City shall execute and deliver the Easement Deeds to the Escrow Holder.

3. Escrow. Unless extended by the mutual agreement of both parties, the escrow shall close within **thirty (30) days** after execution of this Agreement by both parties; provided that if a Resolution or Resolutions of Necessity are required in order to condemn any property required for the above-named project, the escrow shall not close prior to the adoption of the Resolution(s) of Necessity by the City Council. If a Resolution or Resolutions of Necessity are required and the City Council does not adopt the Resolution(s), this Agreement may, at City's election, be deemed cancelled and of no force and effect, in which event both parties shall be released from any and all liability to each other of any sort or nature relating to this acquisition or the project, and all amounts deposited in escrow by City shall be returned forthwith to City by the Escrow Holder. The close of escrow is further conditioned on the Easements being conveyed to City free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind, except: (a) easements or rights-of-way for public roads or public utilities, if any; and (b) items specifically identified on Exhibit "C" attached hereto, if any. For deeds of trust or similar security interests, in lieu of removal, Grantor may, if approved by City, obtain from each party holding the security interest, by a recordable written instrument, its consent to the terms hereof, and its agreement that its security interest is and shall be subordinate to the terms hereof, and that it is and shall be bound by the covenants and agreements made by Grantor herein.

Upon the close of escrow, the Escrow Holder shall release payment to Grantor, return any credited amounts to City, and record the Easement Deeds in the Recorder's Office for Sacramento County. Title to the Easements shall pass to City immediately upon close of escrow.

This Agreement may serve in whole or in part as escrow instructions. The issuance of any further escrow instructions shall be the sole responsibility of the City. Grantor agrees to execute such additional documents as may be reasonably necessary to consummate the purchase and sale herein contemplated.

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

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

6. A. Right of Entry on Grantor's Remainder at Jefferson Elementary School and Bannon Creek Elementary School. The City shall have the right of possession and use

of a Right of Entry area on the Grantor's remainder property, which shall encompass an approximate five (5) feet area surrounding each of the Easement areas, as necessary to construct a sidewalk, planter strip, curb and gutter in the Easements for the duration of the construction period. City shall restore the Right of Entry areas and replace "in like kind" such improvements and/or vegetation as existed at time of construction of City's improvements.

B. Right of Entry to Construct School Improvements. The Grantor desires to have certain improvements constructed on its property at the Natomas Park Elementary School and City has agreed to construct the improvements at no cost to Grantor (hereafter referred to as "School Property Improvements"). The School Property Improvements are identified as Exhibit D, attached and made a part hereto. The City shall have the right of possession and use of a Right of Entry on the Grantor's property lying within APN: 225-1060-009 for the duration of the construction period as necessary to construct the School Improvements. Upon completion of the School Property Improvements, such improvements hereinafter shall be considered Grantor's sole property and Grantor will be solely responsible for all maintenance and repair hereto.

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

8. Eminent Domain.

A. It is mutually understood that the acquisition of the Easements by City is for a public purpose, and therefore, the Easements are otherwise subject to taking by the power of eminent domain. The acquisition by and through this Agreement is in lieu of City's exercise of the power of eminent domain.

B. If any eminent domain action has been filed by the City for acquisition of the Easements, Grantor hereby agrees and consents to the dismissal of such action. The Grantor waives any and all claims to any money that may have been deposited in the Superior Court or with the State Treasurer in any such action and waives any and all claims for damages or costs, including attorney's fees, arising by virtue of the abandonment of the action pursuant to Section 1268.510 of the California Code of Civil Procedure.

9. No Leases. Grantor warrants that there are no leases on the Property.

10. Grantor's Representations. Grantor makes the following representations and warranties:

- A. Grantor certifies that it owns full legal title to the Property, and has full power and authority to convey all property rights described herein to City.
- B. To the best of Grantor's knowledge there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against Grantor which could (1) affect Grantor's title to the Property, or any portion thereof, (2) affect the value of the Easements, or any portion thereof, or (3) subject an owner of the Easements, or any portion thereof, to liability.
- C. To the best of Grantor's knowledge there are no uncured notices which have been served upon Grantor from any governmental agency notifying Grantor of any violations of law, ordinance, rule or regulation which would affect the Easements or any portion thereof.
- D. Grantor has no knowledge of the production, storage, disposal, presence, observance or release of any Hazardous Substances (as defined below) in, upon, about or below the Property.
- E. To the best of Grantor's knowledge, there are no notices or other information giving Grantor reason to believe that any conditions existing on the Property or in the vicinity thereof subject or could subject an owner of the Easements to potential liabilities under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use.
- F. Grantor has no knowledge of any violation of any such law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement arising out of Grantor's ownership or use of the Property, nor of any legal, administrative or other action or proceeding, pending or threatened, affecting the Property and relating to environmental compliance.
- G. To the best of Grantor's knowledge there is no license, permit, option, right of first refusal or other agreement, written or oral, which affects the Property or any portion thereof.
- H. To the best of Grantor's knowledge, conveyance of the property rights described herein will not constitute a breach or default under any agreement to which Grantor is bound and/or to which the Property is subject.

Each of the above warranties and representations is material and is relied upon by City. Each of the above representations shall be deemed to have been made as of the date that the Easement Deeds are recorded, and shall survive the recording of the Easement Deeds by a period of two years following the date that the Easement Deeds are recorded. If, before the recording of the Easement Deeds, Grantor discovers any information or facts that would materially change any of these warranties and representations, Grantor shall immediately give notice to City of such facts and information. If any of the foregoing warranties and representations ceases to be true before the recording of the Easement Deeds, Grantor shall be obligated either to remedy the problem before the recording of the Easement Deeds or deduct from the payments required by Section 1, above, as a credit to City, the amount reasonably required to remedy the problem.

As used in this Agreement, the term "Hazardous Substances" means any substance, material, waste or other pollutant or contaminant that is or becomes designated, classified and/or regulated as hazardous or toxic under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. Any liability associated with the presence of any Hazardous Substances on or adjacent to any portion of the Property shall be governed by the provisions of Section 11 below, regardless of whether any inspection, examination, sampling, testing, assessment or other investigation is conducted by City.

11. Indemnification. Each party (hereafter the "Indemnifying Party") agrees and covenants to indemnify, defend (with counsel acceptable to the other party, which consent shall not be unreasonably withheld), and hold the other party, and its officers, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside or staff counsel), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property damage, or violation of any law or regulation resulting from any acts or omissions related to the performance of this Agreement or the occupancy or use of the Property (including, but not limited to, the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Property), by the Indemnifying Party, its officers, employees, agents or any other person or entity employed by or acting on their behalf.

The parties further agree and understand as follows: a party does not, and shall not be deemed to, waive any rights against the other party which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any insurance coverage available; the scope of the aforesaid indemnity and hold harmless agreement is to be construed broadly and liberally to provide the maximum coverage in accordance with their terms; no specific term or word contained in this Section 11 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 11 shall survive the recording of any deeds hereunder.

12. Notices. Any notice that either party may or is required to give the other shall be in writing, and shall be delivered to the following address:

To City

Real Estate Services Section
Department of General Services
City of Sacramento
5730 24th Street, Building 4
Sacramento, CA 95822
Attn: Manager, Real Estate Services Section

To Grantor

Natomas Unified School District
1901 Arena Blvd
Sacramento, CA 95834
Attn: Michael Cannon

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

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

15. Binding on Successors. This Agreement shall be binding on and shall inure to the benefit of the City and Grantor, and their respective successors, assigns, and their past, present and future officers, employees and agents; provided that this Agreement may only be assigned with the written consent of both parties, and any attempt to assign this Agreement without such consent shall be void.

16. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17. Special Provisions. There are no Special Provisions.

18. Entire Agreement. The parties have herein set forth the whole of their Agreement. All prior oral discussions, representations, and/or agreements, if any, are specifically superseded by this Agreement, which is intended by the parties to contain all of the terms and conditions agreed to by them with regard to acquisition of the Easements by City.

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

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

Grantor:
**Natomas Unified School District, a
political subdivision of the State of
State of California**

By: _____
Print Name: _____
Title: District Superintendent
Dated: _____

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

By: _____
Print Name: Reina Schwartz
Title: Director, Dept of General Services
Dated: _____

RECOMMENDED FOR APPROVAL:

By: _____
Real Property Agent

By: _____
Manager, Real Estate Services Section

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Dated: _____

Exhibit "A"

EASEMENT FOR PUBLIC PURPOSES
FOR APN: 225-0440-052

Located at Bannon Creek Elementary School

RECORDING REQUESTED BY
AND FOR THE BENEFIT OF

CITY OF SACRAMENTO

NO FEE DOCUMENT
Govt Code 27383

WHEN RECORDED MAIL TO

CITY OF SACRAMENTO
Real Estate Services Section
5730 24th Street, Building 4
Sacramento, California 95822
Attn: Manager, Real Estate Services Section

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ACQE-12-01-00

RESS File

225-0440-052

Portion of APN

Agreement #

EASEMENT FOR PUBLIC PURPOSES

Natomas Unified School District, which acquired title as Natomas Union School District hereby grant(s) to the **CITY OF SACRAMENTO**, a municipal corporation, in accordance with terms and conditions of that certain Agreement for Acquisition of Easement with Right of Entry, dated _____, an easement for the purposes of construction, use, repair, rehabilitation and maintenance of street improvements in the property, together with associated uses on, over, across, and under all that real property situated in the City of Sacramento, County of Sacramento, State of California, described as follows:

SEE ATTACHED LEGAL DESCRIPTION MARKED EXHIBIT 'A'
AND DIAGRAMED IN THE CORRESPONDING PLAT MAP ATTACHED AS EXHIBIT 'B'

The grantors, for themselves, and their successors and assigns, hereby waive any claim for any and all severance damages to their remaining property contiguous to the right of way easement hereby conveyed by reason of the location, construction, or maintenance of said improvements. (As used above, the term "grantors" shall include the singular, as well as the plural.)

Natomas Unified School District, which acquired title
as Natomas Union School District

Dated: _____

By: _____
Print Name: _____
Title: _____

COPY

EXHIBIT "A"
LEGAL DESCRIPTION

APN: 225-0440-052

EASEMENT FOR PUBLIC PURPOSES

Page 1 of 2



ALL THAT REAL PROPERTY SITUATE IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF LOT "C" AS SHOWN ON THAT CERTAIN PLAT MAP ENTITLED "WOODCREEK UNIT NO. 1" RECORDED IN BOOK 116 OF MAPS, AT PAGE 20, OFFICIAL RECORDS OF SACRAMENTO COUNTY, A TWO FOOT STRIP OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT "C", SAID POINT ALSO BEING A POINT ON THE SOUTHERLY LINE OF BANNON CREEK DRIVE;

THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHERLY LINE OF BANNON CREEK DRIVE NORTH 89°51'42"EAST, 273.03 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 927.00 FEET, A CENTRAL ANGLE OF 05°40'40", AN ARC LENGTH OF 91.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 87°01'23"EAST, 91.82 FEET TO THE BEGINNING OF A REVERSE CURVE;

THENCE ALONG SAID REVERSE CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 87°08'30", AN ARC LENGTH OF 30.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 52°14'17"EAST, 27.57 FEET TO A POINT ON THE WESTERLY LINE OF MILLCREEK DRIVE;

THENCE ALONG THE WESTERLY LINE OF MILLCREEK DRIVE SOUTH 08°39'37"EAST, 55.69 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 527.00 FEET, A CENTRAL ANGLE OF 14°40'22", AN ARC LENGTH OF 134.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 15°59'49" EAST, 134.59 FEET

THENCE SOUTH 23°20'00" EAST, 22.00 FEET;

THENCE LEAVING THE WESTERLY LINE OF MILLCREEK DRIVE SOUTH 66°40'00" WEST, 2.00 FEET;

THENCE NORTH 23°20'00" WEST, 22.00 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 529.00 FEET, A CENTRAL ANGLE OF 14°40'22", AN ARC LENGTH OF 135.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 15°59'49" WEST, 135.10 FEET;

EXHIBIT "A"
LEGAL DESCRIPTION
EASEMENT FOR PUBLIC PURPOSES
APN: 225-0440-052

Page 2 of 2

THENCE NORTH $08^{\circ}39'37''$ W, 55.69 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF $87^{\circ}08'30''$, AN ARC LENGTH OF 27.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH $52^{\circ}14'17''$ WEST, 24.81 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID POINT BEING A POINT ON THE SOUTHERLY LINE OF BANNON CREEK DRIVE;

THENCE ALONG SAID REVERSE CURVE HAVING A RADIUS OF 929.00 FEET, A CENTRAL ANGLE OF $05^{\circ}40'39''$, AN ARC LENGTH OF 92.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH $87^{\circ}01'23''$ WEST, 92.02 FEET;

THENCE SOUTH $89^{\circ}51'42''$ W, 273.03 FEET TO A POINT ON THE WESTERLY LINE OF LOT "C" OF SAID MAP;

THENCE ALONG THE WESTERLY LINE OF LOT "C" OF SAID MAP NORTH $00^{\circ}08'18''$ WEST, 2.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1213.58 SQ. FT. MORE OR LESS.

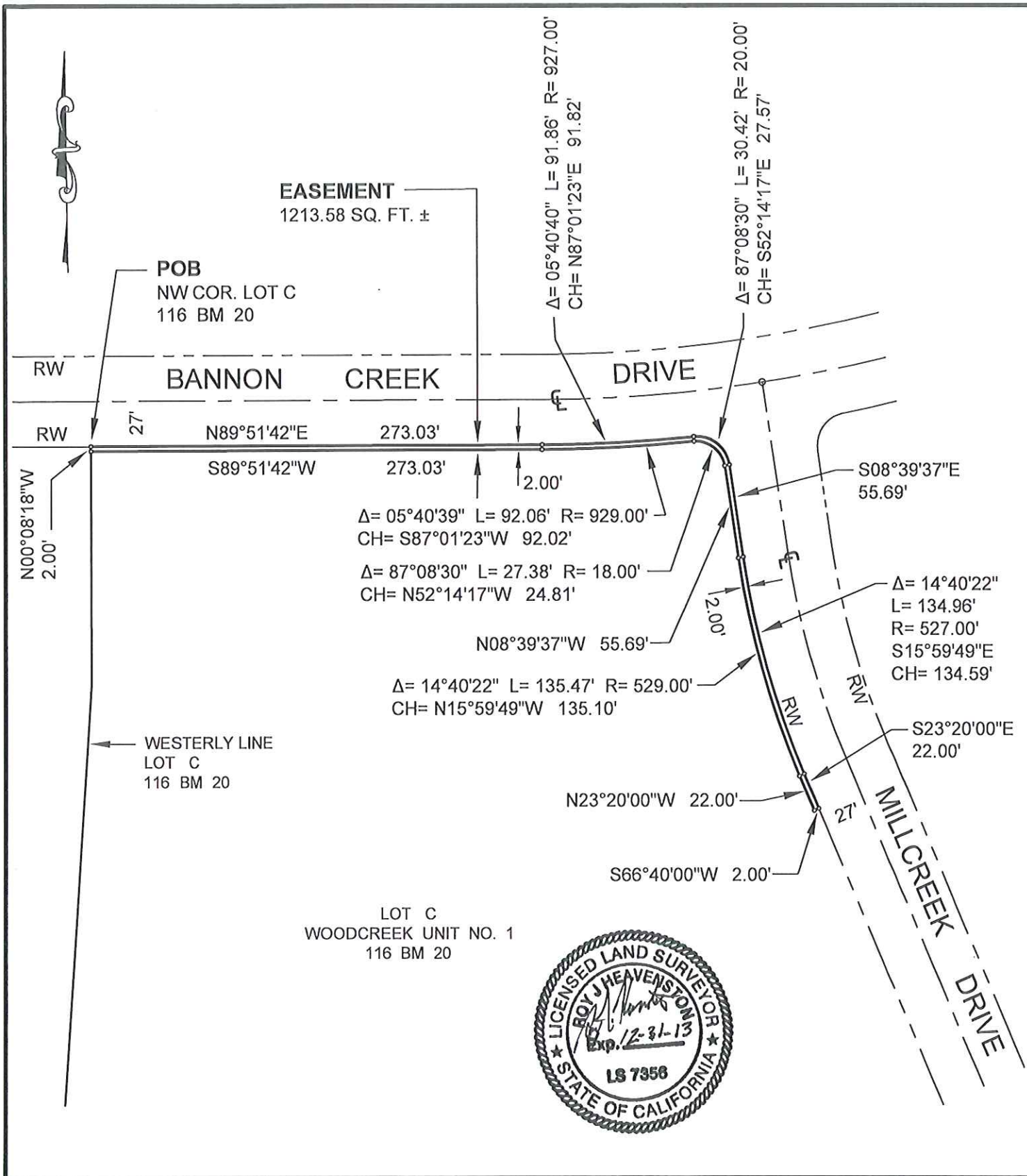


EXHIBIT B

EASEMENT FOR PUBLIC PURPOSES

APN: 225-0440-052

CITY OF SACRAMENTO

STATE OF CALIFORNIA

SCALE:
1" = 80'

DATE:
2/13/2012

PAGE
1 OF 1

Exhibit "B"

EASEMENT FOR PUBLIC PURPOSES
FOR APN: 225-0230-063

Located at Jefferson Elementary School

RECORDING REQUESTED BY
AND FOR THE BENEFIT OF
CITY OF SACRAMENTO
NO FEE DOCUMENT
Govt Code 27383

WHEN RECORDED MAIL TO
CITY OF SACRAMENTO
Real Estate Services Section
5730 24th Street, Building 4
Sacramento, California 95822
Attn: Manager, Real Estate Services Section

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ACQE-12-01-00

RESS File

225-0230-063

Portion of APN

Agreement #

EASEMENT FOR PUBLIC PURPOSES

Natomas Unified School District, which acquired title as Natomas Union School District, a political corporation hereby grant(s) to the **CITY OF SACRAMENTO**, a municipal corporation, in accordance with terms and conditions of that certain Agreement for Acquisition of Easement with Right of Entry, dated _____, an easement for the purposes of construction, use, repair, rehabilitation and maintenance of street improvements in the property, together with associated uses on, over, across, and under all that real property situated in the City of Sacramento, County of Sacramento, State of California, described as follows:

SEE ATTACHED LEGAL DESCRIPTION MARKED EXHIBIT 'A'
AND DIAGRAMED IN THE CORRESPONDING PLAT MAP ATTACHED AS EXHIBIT 'B'

The grantors, for themselves, and their successors and assigns, hereby waive any claim for any and all severance damages to their remaining property contiguous to the right of way easement hereby conveyed by reason of the location, construction, or maintenance of said improvements. (As used above, the term "grantors" shall include the singular, as well as the plural.)

**Natomas Unified School District, which acquired title as
Natomas Union School District, a political corporation**

Dated: _____

By: _____
Print Name: _____
Title: _____

COPY

EXHIBIT "A"
LEGAL DESCRIPTION
EASEMENT FOR PUBLIC PURPOSES
APN: 225-0230-063



Page 1 of 2

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF LOT "B" AS SHOWN ON THAT CERTAIN PLAT MAP ENTITLED "FRATES RANCH UNIT NO. 4" RECORDED IN BOOK 145 OF MAPS, AT PAGE 28, OFFICIAL RECORDS OF SACRAMENTO COUNTY, A TWO FOOT STRIP OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF PEBBLEWOOD DRIVE AND THE CENTERLINE INTERSECTION OF LEMITAR WAY AS SAID INTERSECTION IS SHOWN ON THAT CERTAIN PLAT MAP ENTITLED "FRATES RANCH UNIT NO. 3" RECORDED IN BOOK 141 OF MAPS, AT PAGE 25, OFFICIAL RECORDS OF SACRAMENTO COUNTY;

THENCE FROM SAID POINT OF COMMENCEMENT ALONG THE CENTERLINE OF LEMITAR WAY NORTH 07°43'00" WEST, 47.00 FEET;

THENCE LEAVING THE CENTERLINE OF LEMITAR WAY NORTH 82°17'00" EAST, 25.00 FEET TO A POINT ON THE EASTERLY LINE OF LEMITAR WAY, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE FROM SAID TRUE POINT OF BEGINNING LEAVING THE EASTERLY LINE OF LEMITAR WAY NORTH 82°17'00" EAST, 2.00 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 89°58'54", AN ARC LENGTH OF 28.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 52°43'02" EAST, 25.45 FEET;

THENCE NORTH 82°17'00" EAST, 301.27 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1029.00 FEET, A CENTRAL ANGLE OF 07°27'29", AN ARC LENGTH OF 133.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 86°00'45" EAST, 133.85 FEET;

THENCE NORTH 89°44'30" EAST, 97.71 FEET;

THENCE SOUTH 00°15'30" EAST, 2.00 FEET TO A POINT ON THE NORTHERLY LINE OF PEBBLEWOOD DRIVE;

THENCE ALONG THE NORTHERLY LINE OF PEBBLEWOOD DRIVE SOUTH 89°44'30" WEST, 97.71 FEET;

EXHIBIT "A"
LEGAL DESCRIPTION

EASEMENT FOR PUBLIC PURPOSES

APN: 225-0230-063

Page 2 of 2

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1027.00 FEET, A CENTRAL ANGLE OF $07^{\circ}27'29''$, AN ARC LENGTH OF 133.68 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH $86^{\circ}00'45''$ WEST, 133.59 FEET;

THENCE SOUTH $82^{\circ}17'00''$ WEST, 301.27 FEET;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF $89^{\circ}58'58''$, AN ARC LENGTH OF 31.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH $52^{\circ}43'00''$ WEST, 28.28 FEET TO A POINT ON THE EASTERLY LINE OF LEMITAR WAY, SAID POINT ALSO BEING THE POINT OF BEGINNING.

CONTAINING 1125.27 SQ. FT. MORE OR LESS.

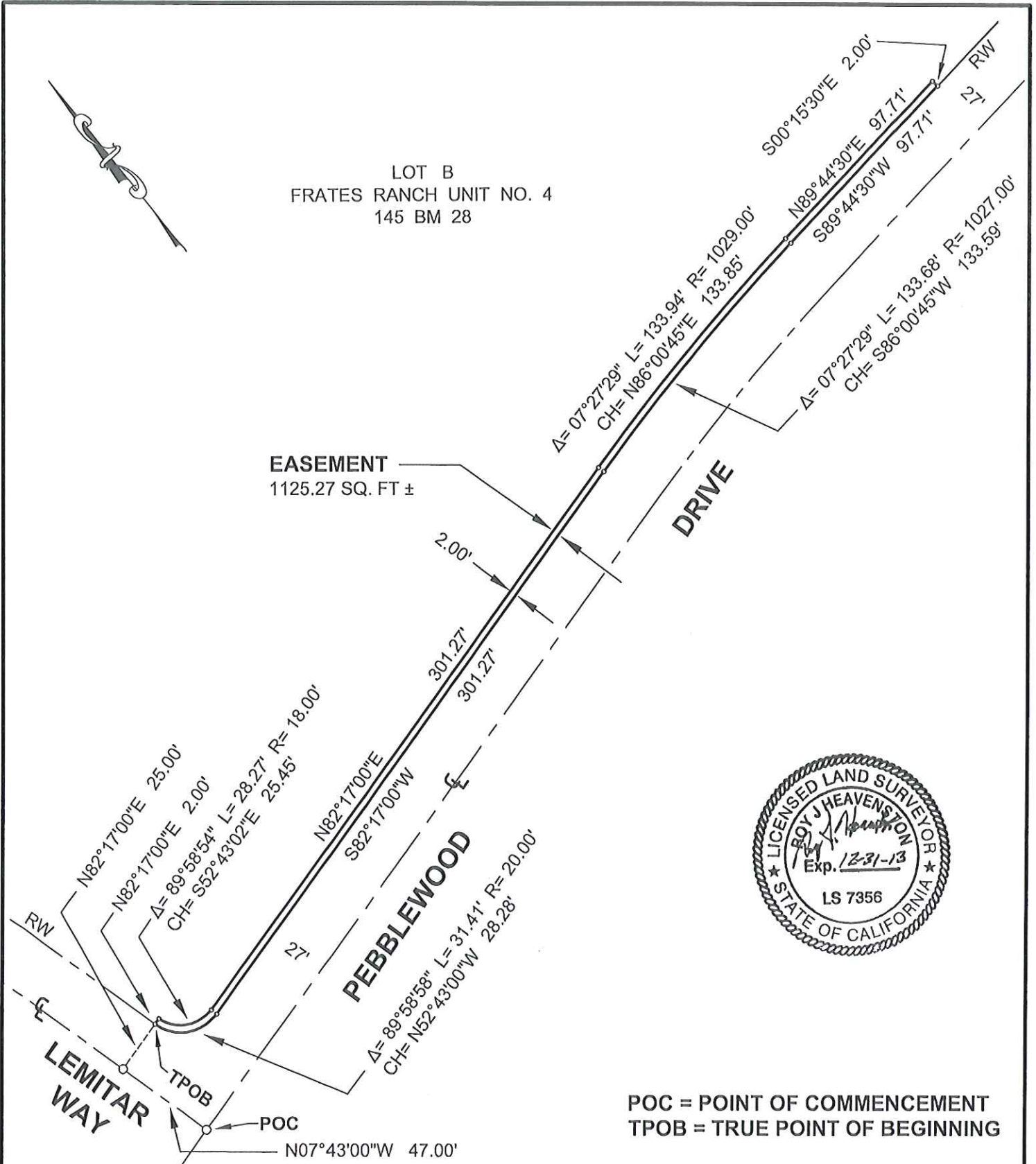


EXHIBIT B

EASEMENT FOR PUBLIC PURPOSES

APN: 225-0230-063

CITY OF SACRAMENTO

STATE OF CALIFORNIA

SCALE:
1" = 60'

DATE:
2/13/2012

PAGE
1 OF 1

Exhibit "C"

Title exceptions that are acceptable to the City as shown in Placer Title Company
Title Report, dated January 30, 2012, for APN: 225-0440-052
Escrow Number 404-9405;

Item(s):1,2,3, & 4

Title exceptions that are acceptable to the City as shown in Placer Title Company
Title Report, dated January 30, 2012, for APN: 225-0230-063
Escrow Number 404-9406;

Item(s):1,2,3,4,5,6 & 7

Exhibit "D"
School Property Improvements
APN: 225-1060-009

Located at Natomas Park Elementary School

