

RED File No: COP # 22884  
OWNER: Sunrise Recreation & Park District  
APN: 203-0110-049 (Portion)  
Project: SRPD-SSWD Electrical Easement Blue Oak Park

## SALES AND PURCHASE AGREEMENT

This Sales and Purchase Agreement, (hereinafter referred to as “**Agreement**”), dated for convenience as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, (hereinafter referred to as “**Agreement Date**”), is made by and between the **SUNRISE RECREATION AND PARK DISTRICT**, a park district existing under authority of Public Resources Code § 5780 et seq. (hereinafter referred to as “**SRPD**”), and the **SACRAMENTO SUBURBAN WATER DISTRICT**, a political subdivision of the State of California formed pursuant to Division 11 of the Water Code, (hereinafter referred to as “**SSWD**”), 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 following facts:

### RECITALS

A. SRPD is the owner of fee title to that certain real property commonly known as Blue Oak Park located at 4221 Big Cloud Way, Antelope, California 95843, also known as Assessor’s Parcel Number (APN) 203-0110-049, consisting of approximately 9.25 acres of land, together with all improvements, fixtures and personal property thereon, and all rights, hereditaments, easements, appurtenances thereto belonging or otherwise appertaining (hereinafter referred to as the “**Property**”); and

B. SSWD desires to purchase from SRPD and SRPD desires to sell to SSWD, pursuant to the provisions of this Agreement, an **Easement for Electrical Facilities** on a portion of the Property, consisting of approximately 0.35 acres, which is more particularly described and depicted in **Exhibits “A” and “B”** attached hereto and incorporated herein by reference, (hereinafter referred to as the “**Easement**”); and

C. The Easement is necessary for the SSWD’s construction of electrical facilities to provide power to SSWD’s existing water check valve located near Blue Oak Park (hereinafter referred to as “**Project**”).

### AGREEMENT

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

#### 1. INCORPORATION OF RECITALS.

The foregoing recitals are true and correct and are hereby incorporated by reference.

#### 2. PURCHASE AND SALE.

SRPD hereby agrees to sell and convey, and SSWD hereby agrees to purchase and accept, for the purchase price and upon the terms and conditions herein stated, the Easement described above.

### **3. CONSIDERATION.**

The purchase price for the Easement shall be ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00) (hereinafter referred to as the “**Purchase Price**”). SSWD shall remit payment of the Purchase Price to SRPD within ten (10) calendar days of the date this Agreement is fully executed. SSWD shall make all payments to the Sunrise Recreation and Park District at 7801 Auburn Blvd, Citrus Heights, California, 95610.

The Parties acknowledge that SSWD has paid to the County of Sacramento (hereinafter referred to as “**COUNTY**”), and the COUNTY has deposited, Check No. 62159 in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$7,500.00), as a non-refundable administrative cost for COUNTY staff time to facilitate this real estate transaction on behalf of the SRPD.

### **4. EASEMENT DEED.**

SRPD shall execute and record the Easement deed in the form set forth in **Exhibit “C”**, attached hereto and incorporated herein by reference, conveying title to the Easement to SSWD. Prior to recording, SSWD shall provide SRPD with an executed acceptance document evidencing the SSWD’s acceptance of the Easement deed.

### **5. TITLE AND ENCUMBRANCES.**

SRPD is the fee owner of the Property. SSWD shall take title to the Easement subject to any and all encumbrances.

### **6. AS-IS TRANSFER.**

SSWD acknowledges that, except as expressly contained in this Agreement, neither SRPD nor anyone acting for or on behalf of the SRPD has made any representation, warranty or promise to SSWD concerning the physical aspects or condition of the Easement area; the feasibility or desirability of the Easement area for any particular use; the conditions of soils, sub-soils, groundwater and surface waters; or the presence or absence of any other physical aspect of the Easement area; and that in entering into the Agreement, SSWD has not relied on any representation, statement or warranty of SRPD or anyone acting for or on behalf of SRPD, other than as may be expressly contained in this Agreement, and that all matters concerning the Easement area shall be independently verified by SSWD and that SSWD shall purchase the Easement on SSWD’s own examination thereof; and that if SSWD elects to acquire the Easement, is purchasing the Easement in its “as-is” condition and its “as-is” state of repair.

### **7. INDEMNIFICATION.**

SSWD shall defend, indemnify and hold harmless SRPD, its respective Board Members and Directors, officers, agents, employees, authorized volunteers, and contractors from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys’ fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of SSWD, its officers, directors, agents, employees, or contractors.

SRPD shall defend, indemnify, and hold harmless SSWD, its respective Board of Directors, officers, agents, employees, authorized volunteers, and contractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of SRPD, its respective Board Members and Directors, officers, agents, employees, authorized volunteers, and contractors.

It is the intention of SRPD and SSWD that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective Boards, officers, directors, agents, employees, authorized volunteers, and contractors. It is also the intention of SRPD and SSWD that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, authorized volunteers, and contractors.

This Indemnity shall survive the expiration or termination of the Agreement.

#### **8. INSURANCE OR SELF-INSURANCE.**

Each Party, at its sole cost and expense, shall carry insurance - or self-insure – its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, pollution liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each Party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement. In addition, SSWD must require in all contracts with contractors and subcontractors to name SRPD, its governing Board, officers, directors, agents, employees, and volunteers as an additional insured on all policies where applicable. This provision shall survive the recordation of the Easement and shall not merge with title.

#### **9. POSSESSION.**

It is agreed and confirmed between the Parties notwithstanding other provisions in this Agreement, the right of possession and use of the Easement area by SSWD, including the right to remove and dispose of improvements and the right to install improvements related to the Project, shall commence on the date of recordation of the Easement.

#### **10. RE-CONSTRUCTION OF SRPD'S REMAINDER PROPERTY.**

SSWD and its authorized agents and contractors are hereby granted permission to enter onto SRPD's remainder Property to reconstruct SRPD's appurtenant areas as necessary to conform to Project improvements. The cost of such re-construction on the SRPD's remainder Property shall be borne by SSWD, and includes the reconstruction of all paved and landscaped areas damaged as a result of the SSWD's Project, including, but not limited to, re-grading and replanting any affected lawn, landscaped areas, and any trees that may be damaged or removed, and repair and/or replacement of irrigation systems, curb and sidewalk areas. This provision shall survive the recordation of the Easement and shall not merge with title.

## 11. CONTINGENCY.

It is understood and agreed between the Parties that the completion of this transaction is contingent upon the specific approval and authorization by the SRPD's Board of Directors of this Agreement and the Easement deed and written acceptance of the Easement by SSWD's Board of Directors.

## 12. NOTICE.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by electronic facsimile and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, on the date of posting by the United States Post Office, or (iii) if given by electronic facsimile, when received by the other party.

TO SRPD: Sunrise Recreation & Park District  
7801 Auburn Blvd  
Citrus Heights, CA 95610  
Telephone: 916-725-1585  
Fax: 916-725-7321

with a copy to:  
County of Sacramento  
Real Estate Division  
Attn: Asset Management Section  
3711 Branch Center Road  
Sacramento, CA 95827  
Telephone: 916-876-6200

TO SSWD: Sacramento Suburban Water District  
3701 Marconi Avenue, Suite 100  
Sacramento, CA 95821  
Telephone: 916-972-7171

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

## 13. MISCELLANEOUS.

- a. **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.
- b. **Waivers.** No waiver of any breach of any covenant or provision hereof shall be deemed a waiver of any preceding or succeeding breach hereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or

act shall be deemed an extension of the time for performance of any other obligation or act except those of the waiving Party, which shall be extended by a period of time equal to the period of delay.

- c. **Entire Agreement.** This Agreement (including all exhibits attached hereto) is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understanding with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the Party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto and lawful assignees.
- d. **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.
- e. **Survival of Representations.** Notwithstanding any provisions of this Agreement, the covenants, representations, warranties, hold harmless and indemnification obligations made by each Party herein shall survive (1) the recordation of the Easement and shall not merge with title, and (2) the termination and/or cancellation of this Agreement.
- f. **Commission.** There is no real estate, finders or other commission due or payable by reason of this transaction. Each Party shall indemnify the other for any actions which may cause the other Party to be liable for a real estate brokerage or sales commission arising here from.
- g. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
- h. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Parties hereto.
- i. **Time of Essence.** SRPD and SSWD hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the Party so failing to perform.
- j. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of principal and agent, a partnership, joint venture or any other association between SRPD and SSWD.
- k. **Construction of Agreement.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is

agreed and acknowledged by the Parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the Parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

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

*Remainder of Page Intentionally Left Blank*

**IN WITNESS WHEREOF, the parties have executed the Agreement the day and year first above written as follows:**

**SSWD:**

Sacramento Suburban Water District, a political subdivision of the State of California formed pursuant to Division 11 of the Water Code

Date: \_\_\_\_\_

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

REVIEWD AND APPROVED BY  
LEGAL COUNSEL:

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

Joshua M. Horowitz  
Counsel for SSWD

APPROVED AS TO TERMS:

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

Robert S. Roscoe, General Manager  
Sacramento Suburban Water District

**SRPD:**

Sunrise Recreation and Park District, a park district existing under authority of the Public Resources Code § 5780 et seq.

Date: \_\_\_\_\_

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

Dave Mitchell  
District Administrator  
Sunrise Recreation & Park District  
BOD Resolution No.: 2017-0010  
Dated: January 10, 2017;  
Advisory Board Resolution No.: \_\_\_\_\_  
Dated: \_\_\_\_\_

REVIEWED AND APPROVED BY  
DISTRICT COUNSEL:

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

Deon C. Merene  
Counsel for SRPD

# EXHIBIT "A" to Agreement

## Legal Description

EXHIBIT 'A'  
20.00 Foot Wide Electrical Easement  
APN: 203-0110-049

A 20.00 foot wide easement for installation and maintenance of underground electrical lines and conduits, and above ground facilities and appurtenances pertaining thereto, on, over, under and across the following described real property:

The South 20.00 feet of the North 155.00 feet of the West 20.00 feet of the East 58.50 feet of the North 20.00 feet of the real property granted to Sunrise Recreation and Park District as described in the Grant Deed recorded in Book 910319 of Official Records of Sacramento County, Page 0639, State of California.

TOGETHER WITH the South 20.00 feet of the North 155.00 feet of the West 28.50 feet of the East 58.50 feet of said Grant Deed.

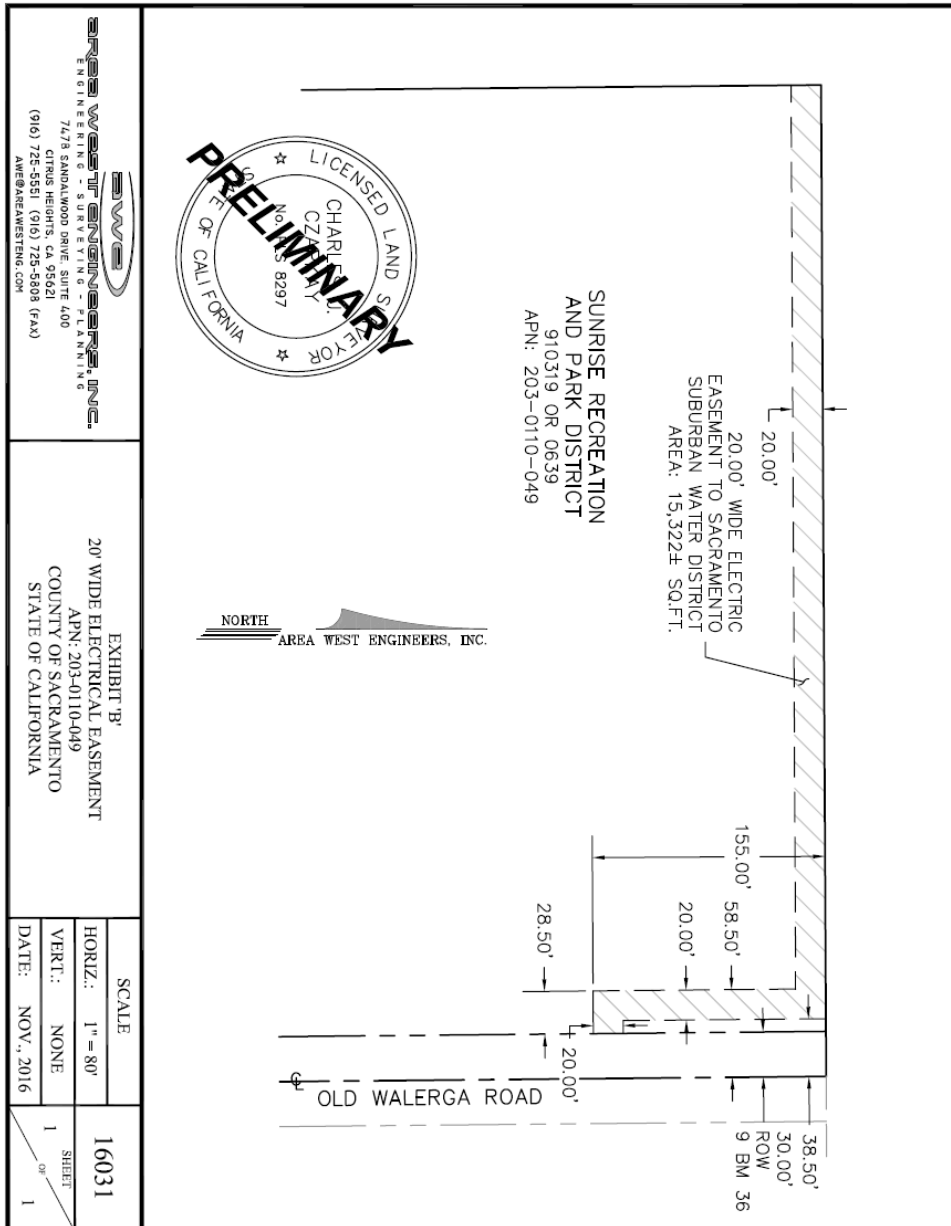
Containing 15,322 sq.ft., more or less.

End description.



# EXHIBIT "B" to Agreement

## Plat Map



# EXHIBIT "C" to Agreement

## Easement Deed

RECORDED AT THE REQUEST OF  
AND RETURN TO:

SACRAMENTO SUBURBAN WATER DISTRICT  
ATTN: General Manager  
3701 MARCONI AVENUE, SUITE 100  
SACRAMENTO, CA 95918

EXEMPT FROM TRANSFER TAX  
(Revenue and Taxation Code Section 11922)

NO FEE FOR RECORDING  
(Government Code Section 6103 & 27383)

COUNTY APN: 203-0110-049 (Portion)  
LOCATION: 4221 Big Cloud Way, Antelope, CA 95843  
PROJECT: Electrical Easement at Blue Oak Park (SRPD)

Space above for Recorder's use only

### EASEMENT FOR ELECTRICAL FACILITIES

SUNRISE RECREATION AND PARK DISTRICT, a park district existing under authority of Public Resources Code § 5780 et seq. (herein referred to as "Grantor"), for a valuable consideration, receipt of which is hereby acknowledged, does hereby grant to SACRAMENTO SUBURBAN WATER DISTRICT, a political subdivision of the State of California formed pursuant to Division 11 of the Water Code (herein referred to as "Grantee"), a right-of-way and easement to install, construct, reconstruct, operate, maintain repair, modify, improve, and/or replace underground electrical lines and conduits, together with any and all above-ground facilities and appurtenances appertaining thereto; together with the perpetual right of ingress thereto and egress over Grantor's property for the purpose of exercising and performing all of the rights and privileges granted herein; said electrical facilities and appurtenances to be of such size(s) and character as the Grantee may determine, on, over, across and under all that certain real property, situate in the unincorporated area of the County of Sacramento, State of California particularly described as follows:

**See Exhibits "A" and "B" attached hereto and made a part hereof;**

Grantor expressly reserves the right to use the easement area, in any manner, provided such use does not unreasonably interfere with the Grantee's use of the easement herein granted, provided that Grantor shall not obstruct or deny Grantee access at any time, erect or construct any building, wall, fence, locked gate, or other permanent structure.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

SUNRISE RECREATION AND PARK DISTRICT,  
a park district existing under authority  
of Public Resources Code § 5780 et seq.

By: \_\_\_\_\_  
Michael B. Turner, Chief  
Real Estate Division as designee of  
Michael M. Morse, Director  
Department of General Services

Resolution No.: \_\_\_\_\_

Dated: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, notary public,  
date name of notary officer

personally appeared \_\_\_\_\_  
name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
 Signature of Notary

**OPTIONAL SECTION**

**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

- Title(s)
- PARTNER(S)      LIMITED
  - GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
 Name of Person(s) or entity(ies)

**OPTIONAL SECTION:**

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT: \_\_\_\_\_  
 NUMBER OF PAGES \_\_\_\_\_ DATE \_\_\_\_\_  
 SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_