

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
Assessor's Parcel Number(s): _____
Contract Effective Date: 11/01/2023 Contract Expiration Date (if applicable): _____
\$ Amount (Not to Exceed): \$ 0.00 Adjusted \$ Amount (+/-): _____
Other Party: Darren B Brown & YuHui Brown, Trustees of 2023 DBYHBrown Family Trust
Project Title: Nerradscali Subdivision
Project #: RPC23-0011 Bid/RFP #: _____
City Council Approval: NO if YES, Council File ID#: _____

Contract Processing Contacts

Department: Public Works Project Manager: Peter Platon
Contract Coordinator: Wanda Powers Email: wpowers@cityofsacramento.org

Department Review and Routing

Accounting:	<u>N/A</u>	_____
	(Signature)	(Date)
Supervisor:	_____	_____
	(Signature)	(Date)
Division Manager:	<u>N/A</u>	_____
	(Signature)	(Date)
Other:	<u>Peter Platon</u>	<u>11/1/2023</u>
	(Signature)	(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)



Recording Requested



Other Party Signature Required

P15657300 - Subdivision Improvement Agreement

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----



2023-1532

RCVD CITY CLERK OFFICE
NOV 14 '23 PM4:07



Sacramento County
Donna Allred, Clerk/Recorder

Doc # **202312140426**

12/14/2023 12:31:32 PM

JLP
Titles 1
Pages 15

Fees	\$0.00
Taxes	\$0.00
PCOR	\$0.00
Paid	\$0.00

Recorded for the Benefit of the City of
Sacramento - Fee Exempt Pursuant to
Government Code Section 6103

When Recorded, Mail To:

Office of the City Clerk
New City Hall
915 "I" Street 5th Floor
Sacramento, CA 95814

This Space for Recorder's Use

Project Name: **Nerradscali Subdivision**
Address: **905 NORTH AVE, SACRAMENTO, CA 95838**
Accela No: **RPC23-0011**
eCAPS No: **P15657300**

RCVD CITY CLERK OFFICE
DEC 27 '23 PM 1:16

SUBDIVISION IMPROVEMENT AGREEMENT

Public Improvement Proceeding No. **P19-036**

This Subdivision Improvement Agreement ("Agreement") entered into by and between the CITY OF SACRAMENTO, a municipal corporation ("City"), and **Darren B. Brown & Yuhui Brown, as Trustees of the 2023 DBYHBROWN Family Trust, dated 02/23/2023** hereinafter referred to as ("Subdivider") is dated October 11, 2023 for identification purposes.

RECITALS

- A. Subdivider has presented to City a parcel map or final map (jointly referred to as "the Map") of a proposed subdivision of land located within the corporate limits of City ("the Subdivision").
- B. The Subdivision is commonly known and described as Nerradscali Subdivision and bears the city public improvement proceeding number set forth above.
- C. The Map was filed with the City Clerk for presentation to the Public Work's Director for approval, which Map is referred to and incorporated herein.
- D. Subdivider has requested approval of the Map prior to the construction and completion of improvements, including but not limited to streets, highways or public ways, public utility facilities which are part of provisions for lot grading and drainage appurtenant to the Subdivision, that are required by the Subdivision Map Act, the subdivision regulations of City, the tentative map (and approvals given in connection therewith) and final grading plan, if any, previously approved by the City. These improvements are hereinafter referred to as "the required improvements".
- E. The Public Works Director, has approved the Map and accepted all offers of dedication made in connection with the Map (if applicable) on condition that Subdivider first enter into and execute this subdivision improvement agreement with City.

2023-1532

AGREEMENT

The parties agree as follows:

1. **Performance of Work.** Subdivider agrees to furnish, construct and install at Subdivider's own expense all required improvements as shown on the plans of the Subdivision, a copy of which is on file with the Public Works Department; and to furnish, construct and install all required improvements pursuant to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on November 10, 2020 (Resolution 2020-0354) which plans and standard specifications are incorporated herein by reference.
2. **Work; Satisfaction of Public Works Director.** All of the work on the required improvements is to be done at the places, with the materials, in the manner, and at the grades, as shown on the approved plans and specifications, and to the satisfaction of the Public Works Director.
3. **Work; Time for Commencement and Performance.** All of the work for the required improvements shall be completed within 730 days from the date of recordation of this Agreement with the Sacramento County Recorder. At least fifteen (15) calendar days prior to the commencement of the work on the required improvements, Subdivider shall notify the Public Works Director in writing of the date the Subdivider is to commence the work on the required improvements, so that the Public Works Director can provide inspection services.
4. **Time of Essence; Extension.** Time is of the essence for this Agreement, but the dates for commencement and completion of the work for the required improvements may be extended as provided herein. The Public Works Director, in his or her sole discretion, may grant an extension for delays in the work actually caused by inclement weather, riots, strikes, lockouts, fires, earthquakes, floods and conditions resulting therefrom, and the Public Works Director, in his or her sole discretion, may also grant an extension of the date for completion of the work of construction up to one (1) year for any reason. An extension for any other reason may only be made by the Sacramento City Council, in its sole discretion. Any extension granted pursuant to this paragraph shall not obligate City in any manner to grant other, further requests for extension.
5. **Request for Extension; Granting.** Any request for extension of any commencement and completion date shall be in writing, shall fully state the facts and grounds relied upon for the extension, and shall be delivered to City in the manner specified for services of notice in paragraph 17. Any extension shall be granted in writing and any purported oral extension or purported oral agreement to make an extension shall not be valid for any purpose whatsoever.
6. **Extension; No Release of Obligations.** In the event the City extends the time for commencement or completion of the work to be done under this Agreement beyond the dates specified herein, the extension does not release any guarantee given by Subdivider pursuant to this Agreement, or relieve or release those providing improvement security pursuant to this Agreement. The sureties in executing the bonds shall be deemed to stipulate and agree that no change, extension of time, alteration or addition to the terms of the Agreement or to the work performed thereunder or the specifications accompanying the same shall in any way affect its obligation on the bond, and to waive notice of any change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.
7. **Extension; Conditions.** The granting of any extension may be conditioned upon Subdivider providing City with new or amended surety bonds in amounts increased to reflect increases in the costs of constructing the required improvements that have occurred prior to the granting of the extension or are likely to occur prior to the completion of the work.
8. **Improvement Security.** Concurrently with the execution of this Agreement, Subdivider shall furnish City:
 - a. Improvement security in the sum of One Hundred Three Thousand And Xx / 100 Dollars (\$103,000.00), which sum is equal to one-hundred percent (100%) of the estimated cost of constructing the required improvements and the cost of any other obligation to be performed by Subdivider hereunder, securing the faithful performance of this Agreement.

- b. Separate improvement security in the sum of Fifty-Two Thousand And Xx / 100 Dollars (\$52,000.00), which sum is equal to fifty percent (50%) of the estimated cost of constructing the required improvement, securing payment to the contractor, their subcontractor and to persons furnishing labor, materials or equipment to them for the construction of the required improvements. The form of the improvement security shall be subject to the approval of the City Attorney. Improvement security shall be reduced or released by the City only in the manner provided by the Subdivision Map Act and the Sacramento City Code. No change, alteration or addition to the terms of this Agreement or the plans and specifications accompanying this Agreement shall in any manner affect the obligation of those providing improvement security pursuant to this Agreement.
9. **Inspection Fees.** The fee which is paid by Subdivider to City includes a fee for construction inspection and no fee for that service is payable under the terms of this Agreement, provided; however, that whenever re-inspection or multiple inspections are necessary because of any delay set forth in paragraph four, additional fees may be payable at the sole discretion of City.
10. **Hold Harmless Agreement.** Subdivider agrees to, and shall, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Subdivider's or Subdivider's contractors', subcontractors', or agents' or employees' operations under this Agreement, whether the operations are by Subdivider or by any of Subdivider's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Subdivider or any of Subdivider's contractors or subcontractors. Subdivider agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:
- a. That City does not, and shall not, waive any rights against Subdivider which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Subdivider, of any of the insurance policies described in paragraph 11.
- b. That the hold harmless agreement by Subdivider shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the operations referred to in this paragraph, regardless of whether or not City has prepared, supplied, or approved of plans and specifications for the Subdivision, or regardless of whether or not the insurance policies are determined to be applicable to any of the damages or claims for damages.
11. **Insurance Requirements.** Prior to the commencement of any work on the improvements required by this Agreement, and until the improvements are completed and accepted by the City, Subdivider shall maintain the following insurance against liabilities arising out of activities performed by or on behalf of Subdivider. It is understood and agreed by the Subdivider that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Subdivider in connection with this Agreement.
- A. **Minimum Scope & Limits of Insurance Coverage**
- (1) **Commercial General Liability Insurance** providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, arising out of activities performed by or on behalf of Subdivider, its contractors, and subcontractors and premises owned, leased, or used by Subdivider, its contractors and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Subdivider.

No automobile liability insurance shall be required if Subdivider completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (Subdivider's initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

No Workers' Compensation insurance shall be required if Subdivider completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (Subdivider's initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of the Subdivider and its contractors or subcontractors, products and completed operations of Subdivider and its contractors or subcontractors, and premises owned, leased or used by Subdivider and its contractors or subcontractors.
- (2) Automobile Liability Insurance: The City, its official's employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Subdivider's insurance coverage, including excess insurance, shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Subdivider's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.
- (3) Coverage shall state that the Subdivider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section must be declared to and approved by the City in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) Subdivider shall furnish City with certificates and required endorsements evidencing the insurance required within fifteen (15) days of execution of this Agreement and prior to engaging in any work required by this Agreement. The certificates and required endorsements shall provide that no cancellation, major change in coverage, or expiration may be effected by the insurance company or the insured during the term of this Agreement, without first giving the City thirty (30) days written notice prior to the effective date of such cancellation or change in coverage. The certificates and endorsements shall be forwarded to the Public Works Director. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, Contractor shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o Ebix RCS

Reference #: (This number will be provided by EBIX after Agreement approval)

P.O. Box 257

Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:

CertsOnly-Portland@ebix.com

- (3) The City will not allow work on the required improvements through issuance of an encroachment permit, notice to proceed or otherwise until the certificates of insurance and endorsements required have been provided.

F. Subcontractors

Subdivider shall require and verify that all contractors and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Title to Improvements. Title to, and ownership of, all required improvements constructed under this Agreement by Subdivider shall vest absolutely in City, upon completion and acceptance of the required improvements by City.
13. Repair or Reconstruction of Defective Work. Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, Subdivider guarantees all work executed by Subdivider and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to City as a part of the work pursuant to the Agreement, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire work by the City. Subdivider shall repair or replace any or all of the work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one year guarantee period without expense or charge of any nature whatsoever to City.

In the event that Subdivider shall fail to comply with the conditions of the foregoing guarantee within ten (10) days, after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Subdivider shall pay to City on demand all costs and expenses of the repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or materials covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, the defect and Subdivider shall pay to City on demand all costs and expense of the repair. The foregoing statement related to hazards to health and safety shall be deemed to include either temporary or permanent repairs, which may be required as determined in the sole discretion and judgment of City.

If City, as its sole option, makes or causes to be made the necessary repairs or replacements or performs the necessary work, Subdivider shall pay, in addition to actual costs and expenses of the repair or work fifteen percent (15%) of the costs and expenses for overhead and interest at the maximum rate of interest permitted by law accruing thirty (30) days of the date of billing for the work or repairs.

The foregoing guarantee shall not affect or limit in any way Subdivider's liability for latent defects that are not discovered during the one year guarantee period, nor shall it affect or limit in any way Subdivider's obligations or City's rights under the hold harmless clause set forth in paragraph 10, above.

14. **Subdivider Not Agent of City.** Neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.
 15. **Notice of Breach and Default.** If Subdivider refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of the work within such time, or if Subdivider files a bankruptcy petition, or if an involuntary bankruptcy petition is filed, or Subdivider should make a general assignment for the benefit of Subdivider's creditors, or if a receiver should be appointed, or if Subdivider, or any of Subdivider's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the Public Works Director may serve written notice upon Subdivider and Subdivider's surety of breach of this Agreement, or of any portion thereof, and default of Subdivider.
 16. **Breach of Agreement; Performance by Surety or City.** In the event of any notice of breach, Subdivider's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within fifteen (15) days after the serving upon it of a notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within fifteen (15) days after notice to City of the election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, utilize in completing the work, the materials, appliances, plant and other property, belonging to Subdivider as may be on the site of the work and necessary therefore.
 17. **Notices.** All notices herein required shall be in writing, and delivered in person or sent by registered mail postage prepaid.
 - A. Notices required to be given to City shall be addressed as follows:

Development Engineering
300 Richards Blvd, 3rd Floor
Sacramento, California 95811-0218
 - B. Notices required to be given to Subdivider shall be addressed as follows:

3960 Kingsbarns Dr, Roseville, CA 95747
- Any party or the surety may change the address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.
18. **Legal Description.** The legal description of all lands within the proposed subdivision is attached hereto, marked **Exhibit "A"** and incorporated herein by reference.
 19. **Recordation of Agreement or Abstract of the Agreement.** Subdivider agrees that City may record a copy of the Agreement or an abstract of the Agreement in the Office of the Recorder of Sacramento County.
 20. **Assignment Prohibited.** This Agreement may not be assigned by Subdivider unless approved in writing by City. Any attempt to assign this Agreement without City's written consent shall be void.

21. **Monumentation.** The sum of Zero And Xx / 100 Dollars (\$0.00), has been included in the performance bond which sum is the estimated cost of setting the monuments required by the City Code Chapter 17.848. In the event that the required monuments are not set prior to the issuance of a notice of completion by the City, a corporate surety bond or a letter of credit in the amount of \$0.00 shall be furnished to the City for the release of the performance bond.
22. **Subdivider's Certification Regarding Ownership.** Subdivider certifies that Subdivider owns full legal title to all lands within the subdivision. Each individual executing this Agreement on behalf of a corporation or partnership represents and warrants to City 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.
23. **Covenants Run with Subdivider's Land.** The parties agree that all of Subdivider's agreements and obligations in this Agreement are covenants which run with the lands within the subdivision, in accordance with Section 1468 of the California Civil Code, and the burden thereof shall be binding upon Subdivider's constituents, successors, transferees, and assigns, for the benefit of the Property to be served by the improvements.
24. **Joint and Several Liability.** In the event that Subdivider consists of more than one party, each person, entity or other party described as the "Subdivider" in the first paragraph of this Agreement or executing this Agreement for Subdivider, shall be jointly and severally liable for each and every obligation and requirement imposed on Subdivider herein.
25. **Attorney's Fees and Costs.** If the services of any attorney are required by either party to secure the performance of this Agreement, or otherwise upon the breach or the default of either party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and other expenses, in addition to any other relief to which the party may be entitled.
26. **Waiver.** The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of the Agreement.
27. **Authority.** The person or persons signing this Agreement for "Subdivider" below, hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of Subdivider and to fully bind Subdivider thereby to all obligations and requirements of this Agreement.
28. **Additional Terms and Conditions.** This Agreement is subject to the following additional terms and conditions:

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

CITY OF SACRAMENTO,
a Municipal Corporation

By: [Signature]
(Signature)

Print Name: MATTHEW KIERMAN

Title: DIRECTOR
(For Public Works Director)

Date: 11/14/2023

ATTEST:

By: [Signature]
(City Clerk)

Date: 11.15.2023

ORIGINAL APPROVED AS TO FORM:

By: See attached
(City Attorney)

Date: _____

❖ **SUBDIVIDER:** Darren B. Brown & Yuhui Brown, as
Trustees of the 2023 DBYHBROWN Family Trust, dated
02/23/2023

By: [Signature]
(Signature)

Print Name: Darren B. Brown

Title: owner/Trustee DBB

Date: ~~10/20/2023~~ DB 10/31/2023

By: [Signature]
(Signature)

Print Name: Y. Hui Brown YHB

Title: owner/Trustee

Date: ~~10/20/2023~~ 10/31/2023 YB

- ❖ "Subdivider" is owner of property subject to this Agreement unless otherwise noted
- (1) Attach All-Purpose Acknowledgement Notary Certification(s) for Owner's Signature(s)
 - (2) If the Owner is a corporation, the following two signatures are required:
 - A. The first signature by either the Chairman of the Board, the President or any Vice President of the corporation; and
 - B. The second signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of the corporation.

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

CITY OF SACRAMENTO,
a Municipal Corporation

By: _____
(Signature)

Print Name: _____

Title: _____
(For Public Works Director)

Date: _____

ATTEST:

By: _____
(City Clerk)

Date: _____

ORIGINAL APPROVED AS TO FORM:

By: Paul A. Gale
(City Attorney)

Date: 11-1-23

❖ **SUBDIVIDER:** Darren B. Brown & Yuhui Brown, as
Trustees of the 2023 DBYHBROWN Family Trust, dated
02/23/2023

By: _____
(Signature)

Print Name: Darren B. Brown

Title: owner

Date: ~~10/20/2023~~ DB 10/31/2023

By: Yuhui Brown
(Signature)

Print Name: Yuhui Brown

Title: owner

Date: ~~10/20/2023~~ 10/31/2023 YB

- ❖ "Subdivider" is owner of property subject to this Agreement unless otherwise noted
- (1) Attach All-Purpose Acknowledgement Notary Certification(s) for Owner's Signature(s)
 - (2) If the Owner is a corporation, the following two signatures are required:
 - A. The first signature by either the Chairman of the Board, the President or any Vice President of the corporation; and
 - B. The second signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of the corporation.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 California

County of Sacramento

On October 31, 2023 before me, Windy Krueger, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Darren B. Brown and Yu Hui Brown
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.

Place Notary Seal and/or Stamp Above

Signature Windy Krueger
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement

Document Date: October 20, 2023 Number of Pages: 8

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

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 California
County of Sacramento

On 11/14/2023 before me, Wanda Powers, Notary Public
(insert name and title of the officer)

personally appeared Matthew Eierman,
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

Wanda Powers



(Seal)

DELETED APNS:
237-0200067-0000
237-0200-084-0000
237-0200-085-0000

CREATED APN:
237-0200-092-0000

EXHIBIT A LEGAL DESCRIPTION

Parcel No.1 ~~APN: 237-0200-085-0000~~

All that portion of Lot 61 of the "Plat of Subdivision of Section No. 11 of the Rancho Del Paso" in the City of Sacramento, County of Sacramento, State of California, recorded in the office of the County Recorder of Sacramento County on April 18, 1913, in Book 14 of Maps, Map No. 5, described as follows:

Beginning at a point on the South line of said Lot 61 from which the Southeast corner of said Lot 61 bears East 192.83 feet, said Southeast corner and South line being 20 feet South of the North line of a 60 foot public road as shown on said plat;

Thence from said Point of Beginning along the South line of said Lot 61, West 36 feet more or less to a point on the Southeast corner of that certain parcel of land contained in Deed dated September 15, 1952, recorded September 30, 1952, in Book 2289 of Official Records, Page 406, executed by Mattie May Bundock to Olin Willbourn and Ruby Willbourn, his wife;

Thence along the East line of said Willbourn property and the northerly prolongation thereof, North 346 feet;

Thence parallel with the South line of said Lot 61, East 36 feet more or less to the West line of the East 192.83 feet of the South 346 feet of said Lot 61;

Thence along the West line of the East 192.83 feet of the South 346 feet of said Lot 61 to the point of beginning.

Excepting therefrom all that portion thereof conveyed to the State of California by deed recorded July 7, 1965 in Book 5279 of Official Records, at Page 103 described as follows:

- (A) Commencing at the 0.6 foot concrete monument at the intersection of North Avenue and 16th Street marking the South ¼ corner of Section 18, as per the "Map of Survey and Subdivision of Rancho Del Paso", filed March 4, 1911 in Book "A" of Surveys, Map No. 94, records of Sacramento County, said monument also marking the Southwest corner of "Parker Homes Terrace", as per the map thereof filed September 8, 1949, in Book 29 of Maps, at Page 24, said records;

Thence (a) North 89°38'03" West 4512.48 feet to the ¾ inch iron pin and washer at the intersection of North Avenue and Cypress Street (from which the bridge spike **with** punch mark and washer at the intersection of North Avenue and May Street bears South 89°30'46" East 630.10 feet);

Thence (b) North 45°27'38" West 425.98 feet to the true point of beginning distant South 11°24'45" East 155.20 feet, measured radially, from Engineer's Station "A" 573+74.41 of the base line of the Department of Public Works' Survey from the Sacramento River to Route 3, Road III-Sac-242-Sac (now 03-Sac-880);

Thence (1) from said true point of beginning South 77°54'20" West 36.48 feet more or less to the west line of said lands;

Thence (2) along said West line North 00°30'38" West 67.32 feet to the Northwest corner of said lands;

Thence (3) Easterly along the North line of said lands to the Northeast corner thereof;
Thence (4) along the East line of said land South 00°19'32" East 56.51 feet more or less to a point bearing North 77°54'20" East from said true point of beginning;
Thence (5) South 77°54'20" West, 12.68 feet, more or less to the true point of beginning.

(B) Beginning at the true point of beginning as described in Exception Parcel A hereinabove;

Thence (1) along said course (1) South 77°54'20" West 36.48 feet more or less to the west line of said land;

Thence (2) along said West line South 00°30'38" East 35.73 feet;

Thence (3) leaving said West line North 77°54'20" East 49.04 feet more or less to the East line of said land;

Thence (4) along said East line North 00°19'32" West 35.75 feet to the Easterly terminus of said courses (5) as described in Exception Parcel A hereinabove;

Thence (5) South 77°54'20" West, 12.68 feet, more or less to the true point of beginning.

Parcel No. 2 [APN: 237-0200-067-0000]

All that portion of Lot 61 of the "Plat of Subdivision of Section No. 11 of the Rancho Del Paso" in the City of Sacramento, County of Sacramento, State of California, recorded in the office of the County Recorder of Sacramento County on April 18, 1913, in Book 14 of Maps, Map No. 5, described as follows:

Beginning at the Southeast corner of said Lot 61;

Thence from said point of beginning along the South line of said Lot 61, South 89°02'30" West 180.00 feet;

Thence parallel with the East line of said Lot 61 North 01°46'30" West 346.00 feet;

Thence parallel with the South line of said Lot 61 North 89°02'30" East 180.00 feet to the East line of said Lot 61;

Thence along said East line of said Lot 61 South 01°46'30" East 346.00 feet to the point of Beginning.

Excepting therefrom the following: (as described in that Deed to the State of California recorded January 27, 1967, in Book 67-01-27, Page 111, Sacramento County Official Records):

(A) Commencing at the 0.6 foot concrete monument at the intersection of North Avenue and 16th Street marking the South ¼ corner of Section 18, as per the "Map of Survey and Subdivision of Rancho Del Paso", filed March 4, 1911 in Book "A" of Surveys, Map No. 94, records of Sacramento County, said monument also marking the Southwest corner of "Parker Homes Terrace", as per the map thereof filed September 8, 1949, in Book 29 of Maps, at Page 24, said records;

Thence (a) North 89°38'03" West 4512.48 feet to the ¾ inch iron pin and washer at the intersection of North Avenue and Cypress Street (from which the bridge spike with punch mark and washer at the intersection of North Avenue and May Street bears South 89°30'46" East 630.10 feet);

Thence (b) North 17°52'37" West 362.88 feet to the true point of beginning in the East line of said Lot 61 and the East line of said land, distant South 12°30'00" East 150.22 feet from Engineer's Station "A" 575+69.24 of the Department of Public Works' Survey from the Sacramento River to Route 3 (now 03-Sac-80), Road III-Sac-242-A, North Sac, Sac (now 03-Sac-880);

Thence (1) from said true point of beginning, along said East line North 00°19'32" West 11.15 feet to the Northeast corner of said land;

Thence (2) North 89°30'50" West 180.09 feet to the Northwest corner of said land;

Thence (3) along the West line of said land South 00°19'32" East 56.61 feet;

Thence (4) leaving said West line North 77°54'20" East 115.84 feet;

Thence (5) North 73°32'44" East 69.40 feet to the true point of beginning.

- (8) Beginning at the true point of beginning of Exception Parcel A to Parcel 2 as hereinabove described;

Thence (1) along said East line South 00°19'32" East 39.43 feet;

Thence (2) leaving said East line South 73°32'44" West 60.60 feet;

Thence (3) South 77°54'20" West 124.48 feet to the West line of said land;

Thence (4) along said West line North 00°19'32" West 35.75 feet to the Westerly terminus of course (4) of Exception Parcel A to Parcel 2 as hereinabove described;

- (C) Thence (5) along said course (4) of Exception Parcel A to Parcel 2 North 77°54'20" East, 115.84 feet;

- (D) Thence (6) along course (5) of Exception Parcel A to Parcel 2 as hereinabove described North 73°32'44" East 69.40 feet to the point of beginning.

Parcel No. 3 ~~APN: 237-0200-084-0000~~

All that portion of Lot 61 of the "Plat of Subdivision of Section No. 11 of the Rancho Del Paso" in the City of Sacramento, County of Sacramento, State of California, recorded in the office of the County Recorder of Sacramento County on April 18, 1913, in Book 14 of Maps, Map No. 5, described as follows:

The East 192.83 feet of the South 346.00 feet of said Lot 61.

Excepting therefrom all that portion of said Lot 61 described as follows:

Beginning at a point on the Southeast corner of said Lot;

Thence from said point of beginning continuing along said South line West 180 feet;

Thence North 01°46'30" West 346 feet;

Thence North 89°02'30" East 180 feet;

Thence South 01°46'30" East 346 feet to the point of beginning.

Also Excepting therefrom all that portion thereof conveyed to the State of California, for Freeway purposes, by deed recorded January 27, 1967, in Book 67-01-27, Page 111, Sacramento County Official Records.

Also Excepting therefrom all that portion thereof conveyed to the State of California by deed recorded July 7, 1965 in Book 5279 of Official Records, at Page 103, Sacramento County Official Records.

Also Excepting therefrom all that portion thereof conveyed to the City of Sacramento by deed recorded June 12, 1972 in Book 72-06-12, Page 300, Sacramento County Official Records.

The Basis of Bearings of this legal description is that Grant Deed from Lois Calvert, Successor Trustee of the Richard Franklin Spencer and Josephine Mae Spencer Revocable Trust to Nerradscali Corp., a California Corporation, recorded as Document Number 201710241362 in the Official Records of Sacramento County, in the City of Sacramento, Sacramento County, California

-End of Description-

