

**RESOLUTION NO. 2017-137**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
GRANTING THE SACRAMENTO AREA SEWER DISTRICT AN EASEMENT FOR SEWER  
AND INCIDENTAL PURPOSES OVER CITY-OWNED PROPERTY (CEQA EXEMPT)**

**WHEREAS**, the City of Elk Grove (City) is fee owner of a parcel of land within the Sheldon Crossroads Subdivision No. 13-056 (Lot C) by a grant on the Final Map filed in Book 396 Page 3 of Maps, records of Sacramento County; and

**WHEREAS**, the developer of the project inadvertently dedicated and recorded an easement to Sacramento Area Sewer District (SASD) for sewer and incidental purposes over Lot C prior to City's ownership of said lot; and

**WHEREAS**, to retain senior rights over what is currently City-owned property, the City worked with SASD and their Board to vacate SASD's initial rights to the easement in exchange for the City dedicating an easement to SASD for sewer and incidental purposes at a future date; and

**WHEREAS**, the Easement for Sewer cover sheet attached hereto as Exhibit A, along with the legal description and plat, attached thereto as Exhibits A and B, respectively, for the Sewer Easement have been reviewed and approved by Staff; and

**WHEREAS**, the California Environmental Quality Act (CEQA) requires analysis of agency approvals of discretionary "Projects" and CEQA Guidelines Section 15061(b)(3) sets forth the general rule exemption, which provides that CEQA only applies to projects which "have the potential for causing a significant effect on the environment; and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA"; and

**WHEREAS**, the proposed Project involves granting of an easement for the provision of infrastructure that was assumed for development of the Sheldon Crossing project, which was determined at approval that is was consistent with the development density established by the General Plan and there were not any project specific significant effects peculiar to the project and the granting of this easement would result in any physical effects on the environmental

**NOW; THEREFORE, BE IT RESOLVED** that the City Council of the City of Elk Grove hereby finds:

- a. That the proposed activity is exempt from CEQA. Pursuant to CEQA Guidelines Section 15061(b)(3), an activity is exempt from CEQA review where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The proposed activity here is the granting of an easement for an existing easement that had been vacated. Such activity has no environmental impact, and it is exempt from CEQA under CEQA Guidelines Section 15061(b)(3).

Additionally, the easement was considered as part of the larger Sheldon Crossing Project, approved in 2006. At that time, the City determined that the Sheldon Crossing Project was consistent with the development density

established by the General Plan and that there were no project-specific significant effects peculiar to the project or its site. Therefore, no additional environmental analysis beyond that prepared for the General Plan EIR was required, and the Sheldon Crossing Project was found exempt pursuant to CEQA Guidelines Section 15183.

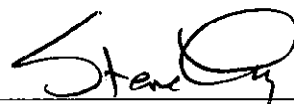
The proposed easement conveyance here involves the granting of an easement for water and sewer infrastructure needed to serve the Sheldon Crossing Project. The provision of infrastructure was a necessary part of the Sheldon Crossing Project and was assumed when considering effects of the Project at the time of its approval. Because the construction of the infrastructure was previously considered, and because there are no physical effects associated with the granting of an easement, the underlying Sheldon Road Project, including the conveyance of this easement, remains exempt from further CEQA review pursuant to CEQA Guidelines 15183.

- b. That the grant of the sewer easement would be consistent with and not violate the General Plan and all elements and components thereof; and
- c. That the public interest will be served by the grant of the sewer easement.

**AND BE IT FURTHER RESOLVED** that the easement, as described in the legal description labeled Exhibit "A" and shown on the plat labeled Exhibit "B", both attached to Easement for Sewer and the easement deed cover sheet attached hereto as Exhibit A, is approved by the City and is ready for recordation; and

**AND BE IT FURTHER RESOLVED** that the City Council of the City of Elk Grove hereby grants to SASD an easement as described in the Easement for Sewer attached hereto as Exhibit A, and authorizes the City Manager to sign the easement deed granting SASD the easement as described in the Legal Description and Plat included with Exhibit A; and to send the executed Easement Deed to the SASD for its acceptance and recordation with the County Recorder of the County of Sacramento.

**PASSED AND ADOPTED** by the City Council of the City of Elk Grove this 14<sup>th</sup> day of June 2017.



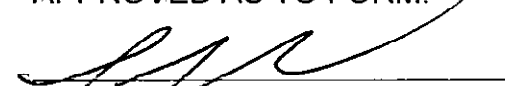
STEVE LY, MAYOR of the  
CITY OF ELK GROVE.

ATTEST:



JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:



JONATHAN P. HOBBS,  
CITY ATTORNEY

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

EXHIBIT A

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

Okay to Accept

Name/Date: \_\_\_\_\_

Print Name & Dept: \_\_\_\_\_

APN: \_\_\_\_\_

Project Name & Dept: \_\_\_\_\_ (SASD) THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT FOR SEWER

City of Elk Grove, a Municipal Corporation

(hereinafter referred to as "GRANTOR"), do(es) 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 "SASD"), an easement, for sewer purposes, (hereinafter referred to as "Easement"), inclusive of digging, constructing, reconstructing, repairing, operating, upgrading and forever maintaining sanitary sewer pipelines, of such dimensions as SASD shall deem necessary, together with all necessary appurtenances, including the right to excavate, construct, reconstruct, repair, operate, upgrade and forever maintain said facilities appertaining thereto, including a perpetual right of way 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 of ingress and egress from said Easement Area, for the purpose of exercising and performing all of the rights and privileges herein granted.

To the fullest extent permitted by law, SASD shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims and lawsuits, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described in this easement, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of sanitary pipe work performed by SASD, except such loss or damage, to the extent, is caused by the negligence, or willful misconduct of the City.

The right to indemnity under this Section arises only upon occurrence of an event giving rise to a claim and or lawsuits and, thereafter, upon tender in writing to SASD.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

[Signature page follows]

RED File No. \_\_\_\_\_

LOG No. \_\_\_\_\_

[Signature page to Easement for Sewer]

**Warrant of Signature Authority.** The Grantor warrants the signature appearing on this instrument of real property (i.e. Easement Deed, Grant Deed, Quit Claim Deed) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that this Grantee, 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 \_\_\_\_\_, 2017**

**City of Elk Grove, a Municipal Corporation**

**BY: Laura S. Gill, City Manager**

\_\_\_\_\_  
**Laura S. Gill**

\_\_\_\_\_  
**Date**

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 \_\_\_\_\_

\*\*\*\*\*

**CERTIFICATE OF ACCEPTANCE**  
Sacramento Area Sewer District

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, 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, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. SD-0202 of the Board of Directors of said District adopted on October 22, 2014 and the Grantee consents to recordation thereof by its duly authorized officer.

\_\_\_\_\_  
SASD Director of Operations

\_\_\_\_\_  
Date

\*\*\*\*\*

**EXHIBIT 'A'**  
**SHELDON CROSSROADS**  
**LEGAL DESCRIPTION**  
**20' SANITARY SEWER EASEMENT**

Being a portion of Lot C of that certain final map titled "Subdivision No. 13-056, Sheldon Crossroads", filed in Book 396 of Maps, at Page 3, Official Records of Sacramento County, and located in the City of Elk Grove, County of Sacramento, State of California, more particularly described as follows:

**COMMENCING** at the southeast corner of said Lot C; thence along the south line of said Lot C, South 89°52'16" West, a distance of 8.50 feet to the **TRUE POINT OF BEGINNING**; thence leaving said **TRUE POINT OF BEGINNING** and continuing along said line, South 89°52'16" West, a distance of 20.00 feet;

thence North 00°07'40" West, a distance of 90.35 feet to the southerly right-of-way line of Kossum Way as shown on said map;

thence from a radial line which bears North 10°34'50" West, along said right-of-way line and the arc of a non-tangent curve being concave to the south and having a radius of 229.00 feet, easterly 20.20 feet along said curve, through a central angle of 05°03'14";

thence South 00°07'40" East, a distance of 93.14 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,838 square feet or 0.04 acres, more or less.

*See Exhibit 'B', plat to accompany description, attached hereto and made a part hereof.*

The Basis of bearings for this description is the California State Plane Coordinate System, Zone 2, NAD83, Epoch date 1997.30, as measured between NGS stations "Keller" and "J1414". Said bearing is taken to bear North 10°00'24" East. All distances and areas presented herein are ground data.

May 24, 2017

END OF DESCRIPTION



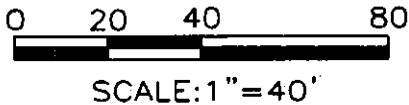
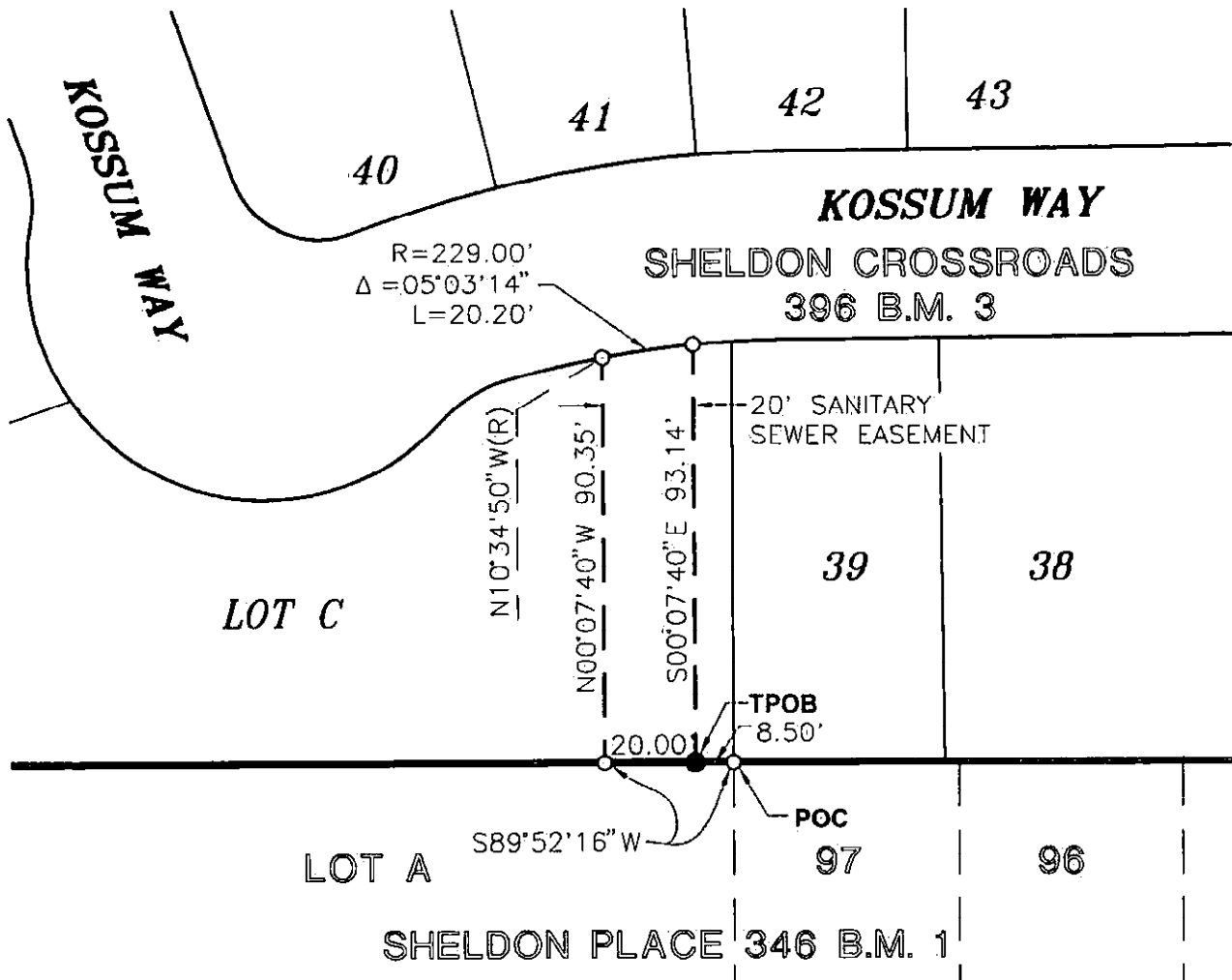
PREPARED BY WOOD RODGERS, INC.  
SACRAMENTO, CALIFORNIA

SHEET 1 OF 1

**EXHIBIT 'B'**

PLAT TO ACCOMPANY  
DESCRIPTION

SHELDON CROSSROADS  
20' SANITARY SEWER EASEMENT  
CITY OF ELK GROVE COUNTY OF SACRAMENTO STATE OF CALIFORNIA



**WOOD RODGERS**  
DEVELOPING • INNOVATIVE • DESIGN • SOLUTIONS

3301 C St., Bldg. 100-B Tel 916.341.7760  
Sacramento, CA 95816 Fax 916.341.7767

MAY 24, 2017

1212.026 SHEET 1 OF 1

**CERTIFICATION  
ELK GROVE CITY COUNCIL RESOLUTION NO. 2017-137**

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

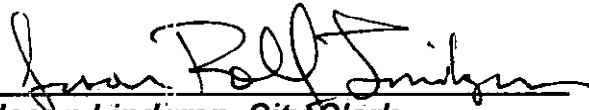
*I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on June 14, 2017 by the following vote:*

**AYES:           COUNCILMEMBERS:        Ly, Detrick, Hume, Nguyen, Suen**

**NOES:           COUNCILMEMBERS:        None**

**ABSTAIN:       COUNCILMEMBERS:        None**

**ABSENT:        COUNCILMEMBERS:        None**

  
\_\_\_\_\_  
**Jason Lindgren, City Clerk  
City of Elk Grove, California**