

**RESOLUTION NO. 2008-241**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
GRANTING LANDSCAPE MAINTENANCE EASEMENTS TO THE COSUMNES  
COMMUNITY SERVICES DISTRICT FOR THE TRAIL ON THE EAST SIDE OF  
LAGUNA CREEK AND SOUTH OF LAGUNA BOULEVARD**

**WHEREAS**, the City of Elk Grove approved the Laguna Springs Corporate Center in two (2) phases for the construction of commercial buildings on a site adjacent to Laguna Creek south of Laguna Boulevard; and

**WHEREAS**, a condition of that approval was to grant to the Cosumnes Community Services District (CCSD) a landscape buffer and a trail easement per the Laguna Gateway Special Planning Area Ordinance; and

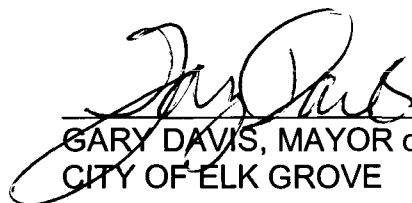
**WHEREAS**, said landscape buffer and trail have been constructed in accordance with the approved plans by the CCSD; and

**WHEREAS**, the CCSD is taking the acceptance of the landscape buffer documents to their board for approval and the City is the owner of the property on which the trail is constructed; and

**WHEREAS**, the condition of approval stated that both the trail and the landscape buffer were to be dedicated and maintained by the CCSD and the City desires to grant easements for Landscape Maintenance Purposes for the trail to the CCSD to be in compliance with said condition.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Elk Grove hereby grants to the Cosumnes Community Services District the attached easements for Landscape Maintenance Purposes, directs the Mayor to sign and convey the attached easements, and directs that this resolution and attached easements are recorded in the office of the County Recorder of the County of Sacramento.

**PASSED AND ADOPTED** by the City Council of the City of Elk Grove on this 12<sup>th</sup> day of November 2008.

  
\_\_\_\_\_  
GARY DAVIS, MAYOR of the  
CITY OF ELK GROVE

ATTEST:

  
\_\_\_\_\_  
SUSAN J. BLACKSTON, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
SUSAN COCHRAN, CITY ATTORNEY

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Cosumnes Community Services District  
Department of Parks and Recreation  
8820 Elk Grove Blvd., Suite 3  
Elk Grove, California 95624

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

Space above this line for Recorder's Use  
No Recording Fee Pursuant to Gov. Code § 27383

**LANDSCAPE MAINTENANCE EASEMENT**

This LANDSCAPE MAINTENANCE EASEMENT ("Easement") is entered into by and between the City of Elk Grove, a California municipal corporation ("Grantor") and the Cosumnes Community Services District, a political subdivision of the State of California ("Grantee"), and is entered into with respect to the following recitals:

**RECITALS**

- A. Grantor is the owner of certain real property located in the City of Elk Grove, Sacramento County, California, which is more particularly described in Exhibit A and B (Legal Description) and depicted in Exhibit A-1 and B-1 attached hereto (the "Easement Area").
- B. Grantor desires to dedicate an easement and right-of-way to Grantee for the specific purpose of maintaining the trail, landscaping and automatic irrigation system located over, under, and on the Easement Area.

**TERMS AND CONDITIONS**

1. **Grant of Easement.**

(a) Grantor hereby grants to Grantee a landscape maintenance easement in, upon, over and across the Easement Area for ingress, egress, and all other activities reasonably related to the specific purpose of maintaining the trail, landscaping and automatic irrigation system of the Easement Area.

(b) Grantor and any successors thereto, in the exercise of any rights retained, as fee titleholder shall:

(1) Notify the Grantee, in writing, at least Forty Eight (48) hours prior to the commencement of any work in the Easement Area.

(2) Upon completion of any work in the Easement Area, return all landscaping, sidewalks, walls, irrigation systems and appurtenances thereto, to the same, or reasonably similar preexisting condition that existed before Grantor exercised any of its retained rights. Any additional improvements undertaken by Grantor excluding repairs and replacement work in the Easement Area shall be inspected and approved by Grantee.

(3) Coordinate with Grantee any work or modification to the existing landscaping or irrigation system in the Easement Area.

(4) Make every reasonable effort to protect and retain any mature trees existing within the Easement Area. If a mature tree must be removed in the Easement Area, it shall be replaced with a box-sized tree of like diameter.

(5) Maintain, or provide for the maintenance of all drainage/creek-related features and appurtenances located adjacent to the Easement Area at Grantor's sole cost and expense.

## 2. **Mutual Indemnification**

(a) Grantor agrees to indemnify, defend, and hold harmless Grantee and Grantee's officials, officers, agents, and employees from and against any and all third party suits, demands, claims, causes of action, losses, liabilities, penalties, charges, costs and expenses, including reasonable investigation costs, attorneys' fees and disbursements, and fees of consultants and expert witnesses that may be imposed on, incurred by or asserted against Grantee in connection with any acts, omissions, intent or negligence, whether active or passive, excepting only such loss, damages, and/or liability as may be caused by the intentional acts or sole negligence of Grantee.

(b) Grantee agrees to indemnify, defend, and hold harmless Grantor and Grantor's officials, officers, agents, and employees from and against any and all third party suits, demands, claims, causes of action, losses, liabilities, penalties, charges, costs and expenses, including reasonable investigation costs, attorneys' fees and disbursements, and fees of consultants and expert witnesses that may be imposed on, incurred by or asserted against Grantor in connection with any acts, omissions, intent or negligence, whether active or passive, excepting only such loss, damages, and/or liability as may be caused by the intentional acts or sole negligence of Grantor.

3. **Notice to the Parties.** For the purpose of this Easement, communications and notices between the parties shall be in writing and shall be deemed to have been given when actually delivered, if given by personal delivery or transmitted by overnight courier service, or if mailed, when deposited in the United States Mail, First Class, postage prepaid, return receipt requested and addressed as follows:

To Grantor: City of Elk Grove  
Public Works Department  
8401 Laguna Palms Way  
Elk Grove, CA 95758

To Grantee: Cosumnes Community Services District  
Department of Parks and Recreation  
8820 Elk Grove Blvd., Suite 3  
Elk Grove, CA 95624

4. **General Provisions.**

(a) **Severability.** If a court of competent jurisdiction voids or invalidates any provision of this Easement, such action shall not affect the remainder of this Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(b) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(c) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Easement Area.

(d) **Attorney Fees.** If any action or suit by a party to this Easement is brought against another party to this Easement by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Easement, the prevailing party shall be entitled to recover from the other party all costs and expenses of the action or suit, any appeals therefrom, and enforcement of any judgment in connection therewith, including reasonable attorneys' fees.

(e) **Entire Agreement.** This Easement (including all Exhibits attached to this Easement) contains the final expression of, and the entire agreement between, the parties with respect to the subject matter of this Easement and supersedes all prior understandings with respect to such subject matter. This Easement may not be modified, changed, supplemented or terminated, nor may any obligations under this Easement be waived, except by written instrument signed by the Grantee to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Easement.

Executed this \_\_\_ day of \_\_\_\_\_ 20\_\_\_ in Sacramento, California.

GRANTEE:

Cosumnes Community Services District

GRANTOR:

City of Elk Grove

By: \_\_\_\_\_  
Keith Grueneberg  
President

By: \_\_\_\_\_  
Gary Davis,  
Mayor

*Attest:*

By: \_\_\_\_\_  
Donna L. Hansen  
Secretary to the Board

Laguna Springs Corp. Center - Phase 2  
Proposed Landscape and Bike Path Easement  
Job No. 1401-02-0695

**EXHIBIT "A"**

All that real property situate in the City of Elk Grove, County of Sacramento, State of California, described as follows:

A Portion of Lot A as shown on map entitled "Subdivision No. 02-3005.00 Laguna Business Park" in Book 335 of Maps, at Page 1, recorded on September 21, 2004 in the office of Recorder of Sacramento County, described as follows:

A 25.00 foot wide strip of land, lying 25.00 feet Westerly and Southerly of the following described line;

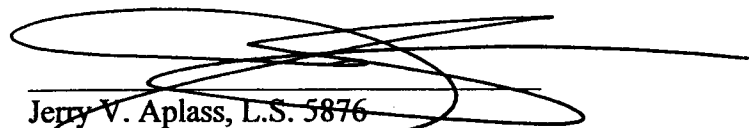
**Beginning** at the Southwest corner of Lot 17 of aforesaid map, thence along the Easterly and Northerly lines of said Lot A the following (11) eleven courses:

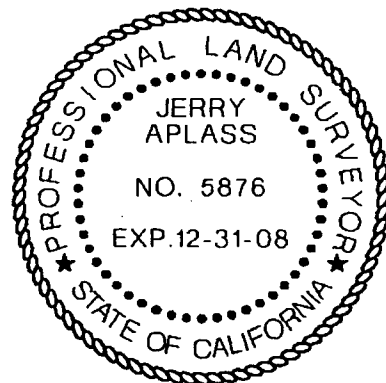
- |                                       |                                       |
|---------------------------------------|---------------------------------------|
| (1) North 22°28'13" West, 290.61 feet | (2) North 30°09'52" West, 157.48 feet |
| (3) North 00°59'26" West, 137.94 feet | (4) North 59°33'36" West, 134.44 feet |
| (5) North 73°14'39" West, 111.47 feet | (6) North 84°02'41" West, 102.80 feet |
| (7) North 88°09'02" West, 213.32 feet | (8) North 79°41'08" West, 90.84 feet  |
| (9) North 36°37'50" West, 80.62 feet  | (10) North 16°06'48" West, 30.52 feet |
| (11) North 26°41'11" West, 17.17 feet |                                       |
- to the **Point of Termination**.

The sidelines of said strip of land are to be prolonged or shortened so as terminate at the Northerly and Southerly lines of said Lot A.

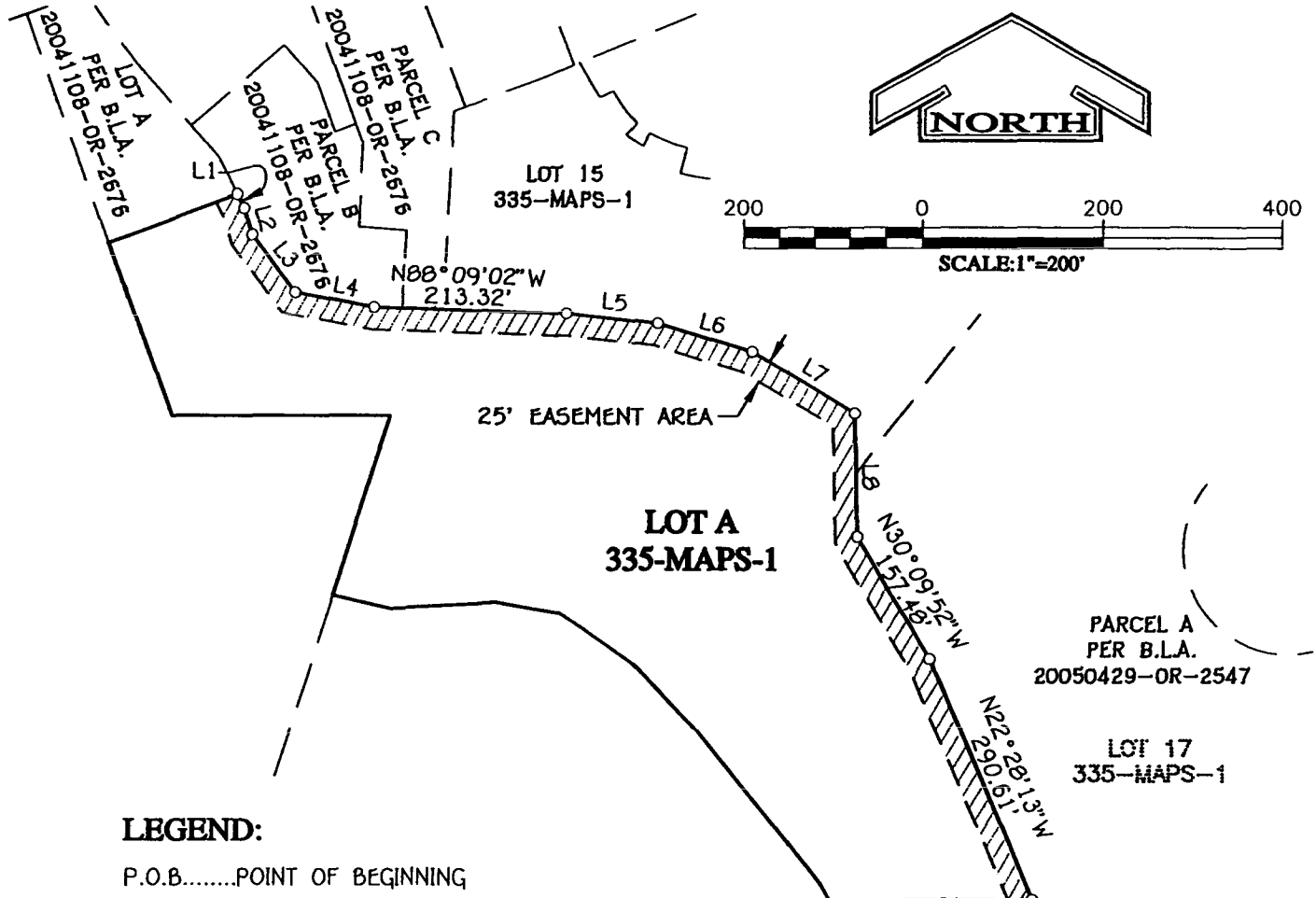
THE LAND DESCRIBED HEREON IS SHOWN ON THE ATTACHED **EXHIBIT "A-1"** PLAT AND BY REFERENCE MADE A PART HEREOF

**END OF DESCRIPTION**

  
Jerry V. Aplass, L.S. 5876  
Exp. Date: December 31, 2008  
Date Prepared: February 7, 2008



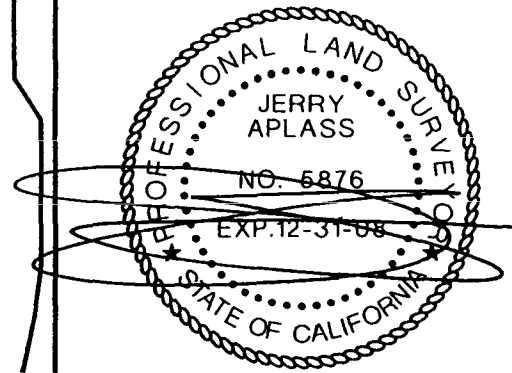
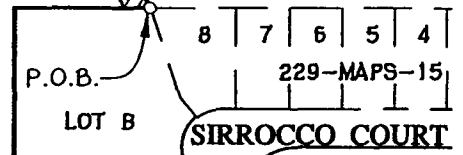
# EXHIBIT "A-1"



## LEGEND:

P.O.B.....POINT OF BEGINNING

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N26°41'11"W	17.17'
L2	N16°06'48"W	30.52'
L3	N36°37'50"W	80.62'
L4	N79°41'08"W	90.84'
L5	N84°02'41"W	102.80'
L6	N73°14'39"W	111.47'
L7	N59°33'36"W	134.44'
L8	N00°59'26"W	137.94'



## LANDSCAPE AND BIKE PATH EASEMENT



1001 ENTERPRISE WAY, SUITE 100  
 ROSEVILLE, CA 95678  
 PH. (916) 783-8898  
 FAX (916) 783-8222

SCALE: AS NOTED	DATE: 02-08-08
DRAWN BY: NSL	REVISED:
APPROVED BY: MJ	DWG: BLE ESMT
DESIGNED BY:	JOB NO: 1401-02

Laguna Springs Corporate Center - Phase 2  
Proposed Landscape and Bike Path Easement  
Job No. 1401-02-0695



**EXHIBIT "B"**

All that real property situate in the City of Elk Grove, County of Sacramento, State of California, described as follows:

A Portion of Lot A as shown in Boundary Line Adjustment recorded on November 08, 2004 in Book 20041108 at Page 2676 in the office of Recorder of Sacramento County, described as follows:

A 25.00 foot wide strip of land, lying 25.00 feet Westerly of the following described line:

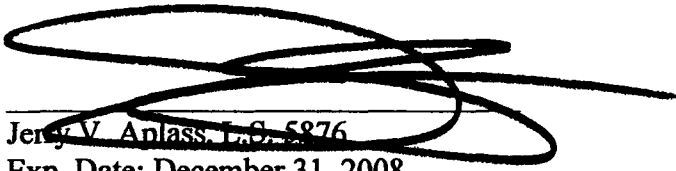
**Beginning** at the Northeast corner of said Lot A, thence along the Easterly line of said Lot A the following (4) four courses:

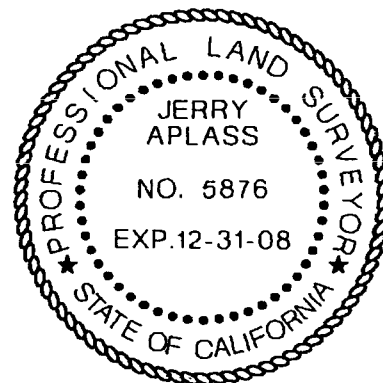
- (1) South 20°29'46" East, 16.25 feet
  - (2) South 35°09'34" East, 81.66 feet
  - (3) South 40°58'14" East, 138.89 feet
  - (4) South 27°07'33" East, 44.64 feet
- to the **Point of Termination**.

The sidelines of said strip of land are to be prolonged or shortened so as terminate at the Northerly and Southerly lines of said Lot A

THE LAND DESCRIBED HEREON IS SHOWN ON THE ATTACHED EXHIBIT "B-1" PLAT AND BY REFERENCE MADE A PART HEREOF

**END OF DESCRIPTION**

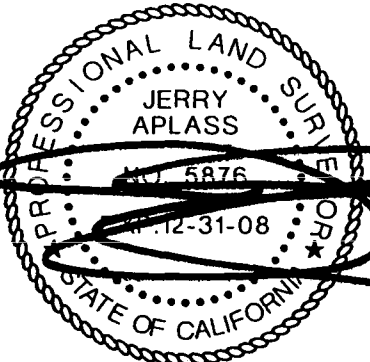
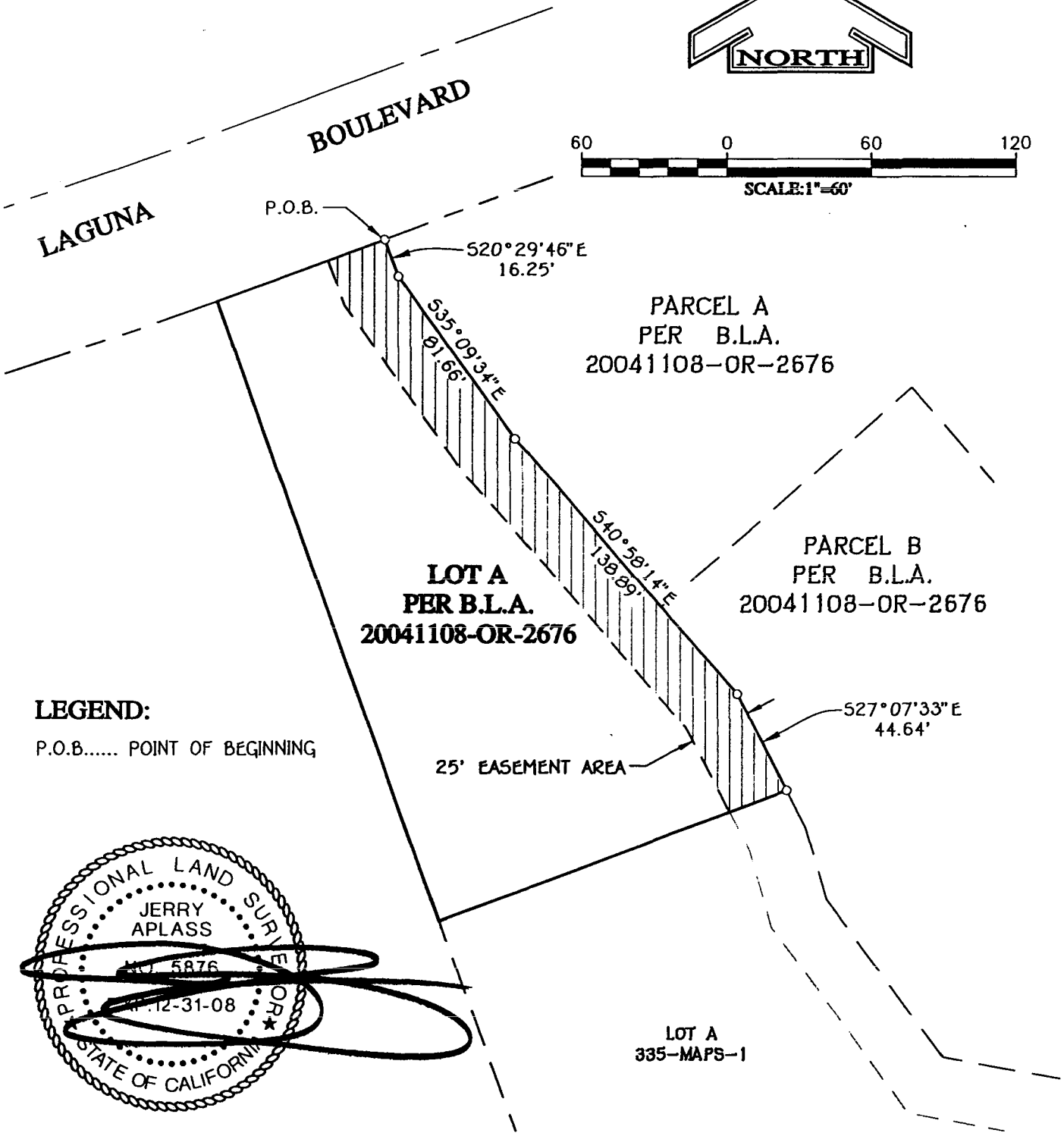
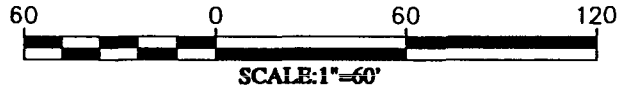
  
Jerry V. Aplass, L.S. 5876  
Exp. Date: December 31, 2008  
Date Prepared: February 7, 2008



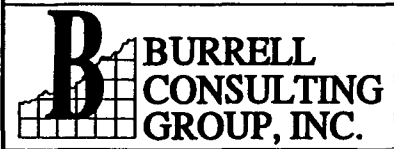
S:\Proj\1401-02\Survey\Mapping\Legals and plats\CSD Easements\BLE Pappas\1401-02-BLE Pappas.wpd



# EXHIBIT "B-1"



## LANDSCAPE AND BIKE PATH EASEMENT



1001 ENTERPRISE WAY, SUITE 100  
ROSEVILLE, CA 95678  
PH. (916) 783-8898  
FAX (916) 783-8222

SCALE: AS NOTED	DATE: 2-8-08
DRAWN BY: NSL	REVISED:
APPROVED BY:	DWG: BLE ESMT
DESIGNED BY:	JOB NO: 1401-02

**CERTIFICATION  
ELK GROVE CITY COUNCIL RESOLUTION NO. 2008-241**

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


***I, Susan J. Blackston, 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 November 12, 2008 by the following vote:***

**AYES :            COUNCILMEMBERS:        *Davis, Hume, Cooper, Leary, Scherman***

**NOES:            COUNCILMEMBERS:        *None***

**ABSTAIN :        COUNCILMEMBERS:        *None***

**ABSENT:         COUNCILMEMBERS:        *None***

  
**Susan J. Blackston, City Clerk  
City of Elk Grove, California**