Sacramento County
Donna Allred, Clerk/Recorder

Doc # 202304190399 Fees $0.00
4/19/2023 11:25:38 AM Taxes $0.00
MCY Electronic PCOR $0.00
Titles 1 Paid $0.00
Pages 16

RECORDING REQUESTED BY:
First American Title on behalf of
0131- 6245488ALA
CITY OF ELK GROVE
Attn: Development Services Director
8401 Laguna Palms Way
Elk Grove, CA 95758

AND WHEN RECORDED MAIL TO:

CAPITOL RIVERS, INC.
2901 K Street, Suite 210
Sacramento, CA 95816
Attn: Greg Aguirre

NO FEE DOCUMENT - Government Code §6103
NO DOCUMENT TRANSFER TAX - R & T Code §11911

SPACE ABOVE FOR RECORDER'S USE ONLY

PRIVATE STORM DRAIN, ACCESS, AND MAINTENANCE EASEMENT AGREEMENT

This PRIVATE STORM DRAIN, ACCESS, AND MAINTENANCE EASEMENT AGREEMENT (this "**Agreement**"), dated as of 4/19, 2023 (the "**Effective Date**"), is entered into by and between CITY OF ELK GROVE, a California municipal corporation (the "**Grantor**"), and JEN CALIFORNIA 18 LLC, a California limited liability company (the "**Grantee**").

RECITALS

A. Grantor is the fee owner of certain real property located at 8851 Bruceville Road, Elk Grove, County of Sacramento, California, identified as Assessor Parcel Number 116-0012-070, and more particularly described in the legal description attached hereto and made a part hereof as Exhibit A, (hereinafter referred to as the "**HDR Parcel**").

B. Grantee is the fee owner of certain real property located at 7560 Sheldon Road, Elk Grove, County of Sacramento, California, identified as Assessor Parcel Number 116-0012-069 (hereinafter referred to as the "**Commercial Parcel**").

C. Grantor is willing to grant to Grantee a ten-foot-wide storm drainage easement for purposes of constructing, operating, maintaining, and repairing a private storm drain over such portion of the HDR Parcel (the "**Easement Area**"), more particularly described in the legal description on Exhibit B attached hereto and made a part hereof, and depicted on Exhibit C attached hereto and made a part hereof, along with the right of access (as described in Section 3, below).

D. At the time of this Agreement, the HDR Parcel is vacant and unimproved. Grantee proposes to construct and operate the storm drain line within the Easement Area at the earliest convenience. Upon development of the HDR Parcel, the parties may elect to further define the access areas for the maintenance and repair of the storm drain pipe.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Grant of Easement.** Grantor hereby grants to Grantee, its heirs, legal representatives, successors, and assigns, and Grantee hereby accepts, a perpetual, non-exclusive private storm drain easement with the necessary rights of access described in Section 3 (the "**Easement**") in, under, upon, about, over, and through the Easement Area located on the HDR Parcel, for the benefit of the Commercial Parcel. The Easement shall serve the purpose of allowing Grantee to construct, use, operate, maintain, and repair the storm drain pipe located in the Easement Area.

2. **Use.** Grantee may use the Easement to construct, operate, repair, and maintain the storm drain facilities for purposes of draining storm water runoff from the Commercial Parcel onto the HDR Parcel.

3. **Access.** Grantee shall have access to the Easement Area from Mashpee Way and the existing 25-foot-wide landscape easement, as more particularly described in Exhibit D, attached hereto and made a part of and shown in Exhibit E, attached hereto and made a part of ("**Access Area**") to construct the storm drain pipeline, and perform improvements, maintenance, and repairs as further described herein. In the event additional access through the HDR Parcel to the Easement Area is required, Grantee may request additional temporary access to the Easement Area with 24 hours advance written notice to Grantor, which access shall not be unreasonably denied or withheld by Grantor. Grantee agrees not to disturb Grantor's use of the HDR Parcel, and if such interruption is necessary, such interruption shall be temporary in nature and designed to limit any interruption of access to and from the remaining lands of Grantor. Upon development of the HDR Parcel, the parties may mutually agree in writing to further define the access areas for the maintenance and repair of the storm drain pipe.

4. **Improvements.** Grantee may construct (or cause to be constructed) improvements over, under, in, along, across, and upon the Easement Area that are reasonably related to both the purpose of the Easement and Grantee's use and enjoyment of the Easement (the "**Improvements**"). Notwithstanding the foregoing, any Improvements made over, under, in, along, across, and upon the Easement Area, shall not interfere with Grantor's, or any occupant's, use and enjoyment of the HDR Parcel. Grantee agrees to repair any damage to Grantor's property or improvements thereon occurring from Grantee's construction, operation, or maintenance of the Improvements. City shall not be responsible for the cost of constructing the Improvements for Grantee's use. If any mechanic's lien is filed against the HDR Parcel in connection with the Improvements, Grantee shall, within thirty (30) calendar days of such filing, either pay and fully discharge the mechanic's lien, obtain a release of the mechanic's lien, deliver to Grantor a surety bond in sufficient form and amount, or provide Grantor with other assurance satisfactory to Grantor that the mechanic's lien shall be paid or discharged. If Grantee fails to comply with the foregoing, then Grantor may, but shall be under no obligation to, discharge the same at Grantee's expense. Alternatively, Grantor may require Grantee to immediately deposit with Grantor the amount necessary to satisfy such mechanic's lien or claim and any costs, pending resolution thereof. Grantor may use such deposit to satisfy any claim or mechanic's lien that is adversely determined against Grantee.

5. **Compliance with Laws.** Grantee shall obtain any permits required for the Improvements ("**Permits**"). Grantee will construct (or cause to be constructed) the Improvements in a good and high-

quality manner and in compliance with the Permits and applicable statutes, ordinances, rules, and regulations of all governing public authorities, as those statutes, ordinances, rules, and regulations are amended from time to time. Grantee shall obtain all necessary entitlements prior to commencement of construction, including any regulatory permits, and approval of improvement plans, grading plans, etc.

6. **Maintenance and Repair.** Grantee shall construct, operate, maintain, and repair the Easement Area at its sole cost and expense unless and until Grantor also connects to the storm drain facilities, in which case, Grantee and Grantor shall jointly share the cost of maintenance and repair of the Easement Area. If the surface of any portion of the Easement Area or the HDR Parcel generally is disturbed by Grantee's exercise of any of its Easement related rights under this Agreement, such areas shall be restored to the condition in which they existed prior to such disturbance. If Grantor connects to the Improvements, Grantee shall invoice Grantor, and Grantor shall promptly pay, Grantor's share of the costs of maintenance and repair, if any, as mutually agreed upon by the parties in writing. If Grantee fails to maintain or repair the Easement Area as required by this Section 6, then Grantor shall have the right, but not the obligation, to perform said maintenance and repair within 24 hours of notice to Grantee. Grantor shall invoice Grantee for, and Grantee shall pay, its share of the maintenance costs.

7. **Reservation of Rights.** All right, title, and interest in and to the Easement Area and/or the HDR Parcel under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement, are reserved to Grantor. Grantor may connect to or relocate the Improvements, subject to written notification to Grantee and obtaining all necessary regulatory approvals. Should Grantor choose to connect to the Improvements, Grantor shall bear the sole cost and expense of creating such connection, including any relocation associated therewith. In the event Grantor has connected to the Improvements and relocation of the Improvements is necessary after such connection, the parties shall each pay their fair share of the costs of relocation, as determined by mutual agreement of the parties in writing, except that Grantor shall not be required to pay its proportionate share to relocate the Improvements if such relocation is requested by and solely benefits Grantee.

8. **Covenants Running with the Land.** The parties to this Agreement hereby acknowledge and agree that the Easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns.

9. **Default and Remedies.** In the event of a default by Grantor or Grantee, the non-defaulting party may seek all remedies permitted by law or in equity.

10. **Insurance.** Grantee shall maintain, at its expense, and keep in force at all times during the term of this Agreement, a policy of comprehensive general liability insurance, including a contractual liability endorsement, and personal injury liability coverage, from an insurer acceptable to Grantor, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in, or about the Easement Area and/or the Access Area with a combined single limit of not less than One Million Dollars ($1,000,000) with respect to the Easement Area and/or the Access Area and Grantee's use therein. Grantor and its agents, contractors, tenants, and any other third parties required by Grantor shall be named as additional insureds on such insurance policies. Prior to making any entry onto Parcel A, Grantee shall furnish to Grantor: (a) a certificate of insurance evidencing the foregoing coverages, and providing that such insurance policy may not be cancelled on less than 30 days' prior written notice to Grantor; and (b) proof of payment of the insurance premium.

11. **Grantor Liability.** In no event shall Grantor be liable for any damage to, or loss of, personal property or equipment sustained by Grantee within the Easement Area and/or any areas used for access, whether or not it is insured, except in the event the loss is caused by the intentional misconduct of Grantor.

12. **Liability After Transfer of Ownership.** Grantor, Grantee, and their respective successors and assigns, after conveyance of any interest in the Commercial Parcel or the HDR Parcel (as applicable) to a third party, shall not be liable for any breach under this Agreement occurring after conveyance of its interest, and the third party shall automatically assume and be bound by the obligations and other provisions of this Agreement, which run with both the Commercial and HDR Parcels.

13. **Indemnification.** To the fullest extent permitted by law, Grantee agrees to indemnify, protect, defend, and hold harmless Grantor, its officers, officials, appointees, partners, members, tenants, agents, employees and volunteers (collectively, the "**Indemnified Parties**") from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, that may arise by reason of failure to comply with applicable law, injury to any person or damage to any property, loss of use of property, economic loss or otherwise attributable to the negligence, recklessness or willful misconduct of Grantee, Grantee's officers, agents, and/or employees, in connection with Grantee's construction, operation, and maintenance of the Improvements and its use of, or presence on, the HDR Parcel, except such loss or damage which was caused by the sole negligence or willful misconduct of the Indemnified Parties, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed to by the parties, Grantee shall remain obligated to defend, indemnify, and hold harmless the Indemnified Parties pursuant to this Agreement. The provisions of this section shall survive termination or suspension of this Agreement.

14. **Notice.** All notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier; or (c) United States Post Office certified mail, return receipt requested, postage prepaid, whereby delivery is deemed to have occurred on the third Business Day following deposit with the United States Post Office, unless waived in writing by the receiving party.

To Grantor:	CITY OF ELK GROVE Attn: Development Services Director 8401 Laguna Palms Way Elk Grove, CA 95758 Telephone: (916) 627-3446 Email: dwilson@elkgrovecity.org
To Grantee:	JEN CALIFORNIA 18 LLC c/o Clifton Taylor 1478 Stone Point Drive, Suite 100 Roseville, CA 95661 Telephone: (916) 778-0008 Email: clifton@taylor-builders.com

15. **Counterparts; Amendments.** This Agreement may be executed in counterparts, and when executed and delivered by all parties in person, by facsimile, or by email pdf, shall become one (1) integrated agreement enforceable on its terms. This Agreement supersedes all prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. This Agreement shall not be amended or modified, except in a writing signed by each party hereto. If amended or modified as permitted by this Section 15, the term "Agreement" shall thereafter be read as including all said amendments and modifications. All exhibits that are referenced in this Agreement or attached to it are incorporated herein and made a part hereof as if fully set forth in the body of the document.

16. **Governing Law and Venue.** This Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of California, without regard to principles of conflicts of laws. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the US District Court for the Eastern District of California or the courts of the State of California sitting in Sacramento County, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the US District Court for the Eastern District of California or the courts of the State of California sitting in Sacramento County. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

17. **Partial Invalidity**. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broadly as is enforceable.

18. **Easement, Rights, and Obligations Subject to Existing Restrictions.** The Easement, rights, and obligations in this Agreement are made subject and subordinate to: (a) any and all existing covenants, conditions, restrictions, and easements of record affecting the Easement Area; and (b) all applicable building and zoning codes and ordinances. The Easement shall be subordinate in all respects to the existing Public Utility Easement ("PUE") located within the Easement Area and Access Area and the future Pedestrian Easement to be located within the Easement Area. Grantee's exercise of any rights granted herein shall not interfere with use of the PUE or Pedestrian Easement without prior written approval of Grantor. To the extent that Grantee damages, disturbs, or removes any improvements, facilities, equipment or other property of Grantor or any other improvements within the PUE or Pedestrian Easement without prior written consent from Grantor, Grantee shall restore such improvements, facilities, equipment or other property to the status they were prior to damage, disturbance, or removal .

19. **Recording the Agreement.** The parties agree that this Agreement shall be recorded in the recorder's office for the County of Sacramento, California.

20. **No Public Dedication.** Nothing set forth in this Agreement shall be construed or deemed to confer on the general public any rights whatsoever with respect to the Easement or the Easement Area, and Grantor reserves the right to do all things reasonably necessary to prevent the assertion of any claim stating otherwise.

21. **Abandonment/Termination**. In the event Grantee or its successors and assigns abandon or terminate their use of the Easement for a period of consecutive five years, this Agreement and all Easement rights granted hereunder shall terminate and revert back to Grantor. For the purpose of this section, the term "abandon" shall mean nonuse of the Easement or Improvements.

22. **Headings.** Headings and captions used in this Agreement are for convenience only, do not define or limit the scope of this Agreement, and are not intended to interpret or change the meaning of any of the provisions of this Agreement.

23. **Days; Performance on a Saturday, Sunday, or Holiday.** Whenever the term "day" is used in this Agreement, it shall refer to a calendar day unless otherwise specified. A "**Business Day**" shall mean any weekday except for those weekdays that a banking institution within the State of California is required by said state to be closed (a "**Holiday**"). Should this Agreement require an act to be performed or a notice to be given on a Saturday, Sunday, or Holiday, the act shall be performed or the notice given on the following Business Day.

24. **Singular or Plural.** The singular of any term, including any defined term, in this Agreement shall include the plural, and the plural of any term, including any defined term, in this Agreement, shall include the singular.

25. **Further Assurances.** Each party agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement, so long as any of the foregoing do not materially increase any party's obligations hereunder or materially decrease any party's rights hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

CITY OF ELK GROVE,
a California municipal corporation

By: _____
Jason Behrmann, City Manager
Resolution No. 2023-073

APPROVED AS TO FORM:

_____
Jonathan Hobbs, City Attorney

CITY OF ELK GROVE INCORPORATED July 1, 2000 STATE OF CALIFORNIA

ATTEST:

_____
Jason Lindgren, City Clerk

GRANTEE:

JEN CALIFORNIA 18 LLC,
a California limited liability corporation

By: SIGNED IN COUNTERPART
Katherine H Johns, Vice President

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)

) ss.

County of Sacramento)

On 4-13-2023 before me, Julie Jedlowski-Hord, notary public personally appeared, Jason Behrmann 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 (Seal)

JULIE JEDLOWSKI-HORD
Notary Public - California
Sacramento County
Commission # 2413707
My Comm. Expires Aug 23, 2026

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

CITY OF ELK GROVE,
a California municipal corporation

SIGNED IN COUNTERPART

By:_____
Jason Behrmann, City Manager
Resolution No. _____

APPROVED AS TO FORM:

SIGNED IN COUNTERPART

_____
Jonathan Hobbs, City Attorney

ATTEST:

SIGNED IN COUNTERPART

_____
Jason Lindgren, City Clerk

GRANTEE:

JEN CALIFORNIA 18 LLC,
a California limited liability corporation

By: _____
Katherine H Johns, Vice President

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)

) ss.

County of Placer)

On 4/5/2023 before me, Sharon Buckenmeyer, Notary Public, personally appeared, Katherine H. Johns 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.

Sharon Buckenmeyer (Seal)
Signature

SHARON BUCKENMEYER
COMM. # 2382432
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
MY COMM. EXP. NOV. 10, 2025

EXHIBIT A

Legal Description

Real property in the City of Elk Grove , County of Sacramento, State of California, described as follows:

LOT 4 AS SHOWN ON "SUBDIVISION NO. 18-019 SHELDON FARMS - LARGE LOT MAP", RECORDED NOVEMBER 30, 2021, IN BOOK 434 OF MAPS, AT PAGE 1, IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY.

APN: 116-0012-070

EXHIBIT 'B'
10' PRIVATE STORM DRAIN EASEMENT
DESCRIPTION

All that portion of Lot 4, as described in that certain Final Map entitled "Subdivision No. 18-019 Sheldon Farms - Large Lot Map", filed for record on November 30, 2021, in Book 434 of Maps, at Page 1, Sacramento County Records, in the City of Elk Grove, County of Sacramento, State of California, being further described as follows:

A strip of land 10.00 feet in width, the centerline of which being described as follows:

BEGINNING at a point being on the north line of said Lot 4, said point bearing North 88°41'33" East, a distance of 59.00 feet from the northwest corner of said Lot 4; thence from said **POINT OF BEGINNING**, leaving said north line and within said Lot 4, the following six (6) arcs, courses and distances:

1. South 02°02'53" East, a distance of 63.83 feet;
2. South 04°54'38" East, a distance of 62.44 feet;
3. along a tangent curve concave to the west, having a radius of 3109.00 feet, southerly 176.16 feet along said curve through a central angle of 03°14'47";
4. South 01°39'51" East, a distance of 37.62 feet;
5. North 89°17'00" East, a distance of 94.96 feet;
6. South 00°43'00" East, a distance of 17.50 feet to the northerly line of that certain 42-foot Irrevocable Offer of Dedication, as shown on said Final Map, said point also being the **POINT OF TERMINATION**.

The sidelines of said strip of land shall be lengthened or shortened to meet at angle points and terminate at said north line of Lot 4 and said northerly line of that 42-foot Irrevocable Offer of Dedication.

Containing 4,525 square feet, more or less.

The Basis of Bearings for this description is identical to that as shown on said Final Map entitled "Subdivision No. 18-019 Sheldon Farms - Large Lot Map".

See Exhibit 'C', plat to accompany description, attached hereto and made a part hereof.
END OF DESCRIPTION

April 4, 2023

Dennis L. Barber, PLS. 8067

PROFESSIONAL LAND SURVEYOR
DENNIS L. BARBER
No. 8067
STATE OF CALIFORNIA
4/5/23

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT 'C'

PLAT TO ACCOMPANY DESCRIPTION

SHELDON FARMS
10' PRIVATE STORM DRAIN EASEMENT

CITY OF ELK GROVE
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

LEGEND:

IOD	IRREVOCABLE OFFER OF DEDICATION
LE	LANDSCAPE EASEMENT
PE	PEDESTRIAN EASEMENT
POB	POINT OF BEGINNING
POT	POINT OF TERMINATION
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
	10' PRIVATE STORM DRAIN EASEMENT AREA = 4,525± SF

REFERENCES:

(1) 434 MAPS 1

PROFESSIONAL LAND SURVEYOR
DENNIS L. BARBER
No. 8067
STATE OF CALIFORNIA
4/5/23

0 30 60 120

SCALE: 1"= 60'

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

APRIL 4, 2023 1601.013 SHEET 1 OF 1

EXHIBIT 'D'
ACCESS EASEMENT
DESCRIPTION

All that portion of Lot 4, as shown on that certain Final Map entitled "Subdivision No. 18-019 Sheldon Farms - Large Lot Map", filed for record on November 30, 2021, in Book 434 of Maps, at Page 1, Sacramento County Records, in the City of Elk Grove, County of Sacramento, State of California, being further described as follows:

COMMENCING at a point being the northwest corner of said Lot 4; thence along the north line of said Lot 4, North 88°41'33" East, a distance of 39.00 feet to the **TRUE POINT OF BEGINNING**; thence from said **POINT OF BEGINNING**, along said north line,
North 88°41'33" East, a distance of 15.00 feet; thence leaving said north line and within said Lot 4, the following four (4) arc, courses and distances:

1. South 02°02'53" East, a distance of 64.02 feet;
2. South 04°54'38" East, a distance of 62.57 feet;
3. along a tangent curve concave to the west, having a radius of 3104.00 feet, southerly 175.88 feet along said curve through a central angle of 03°14'47";
4. South 01°39'51" East, a distance of 42.54 feet to the northerly line of that certain 12.5- foot Public Utility Easement, as shown on said Final Map;

Thence continuing along said northerly line, North 89°17'00" East, a distance of 94.87 feet; thence leaving said northerly line and through said 12.5-foot Public Utility Easement,
South 00°43'00" East, a distance of 12.50 feet to the northerly line of that certain 42-foot Irrevocable Offer of Dedication, as shown on said Final Map; thence along the last said northerly line, South 89°17'00" West, a distance of 109.67 feet to the west line of that certain 25-foot landscape easement, as shown on said map; thence leaving last said northerly line, along said west line, and within said Lot 4, the following four (4) arc, courses and distances:

1. North 01°39'51" West, a distance of 54.80 feet;
2. along a tangent curve concave to the west, having a radius of 3089.00 feet, northerly 175.03 feet along said curve through a central angle of 03°14'47";
3. North 04°54'38" West, a distance of 62.94 feet;
4. North 02°02'53" West, a distance of 64.59 feet to the **TRUE POINT OF BEGINNING.**

Containing 6,546 square feet, more or less.

The Basis of Bearings for this description is identical to that as shown on said Final Map entitled "Subdivision No. 18-019 Sheldon Farms - Large Lot Map".

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

END OF DESCRIPTION

April 4, 2023

Dennis L. Barber, PLS. 8067

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

PROFESSIONAL LAND SURVEYOR
DENNIS L. BARBER
No. 8067
STATE OF CALIFORNIA

4/5/23

EXHIBIT 'E'

PLAT TO ACCOMPANY DESCRIPTION

SHELDON FARMS ACCESS EASEMENT

CITY OF ELK GROVE

COUNTY OF SACRAMENTO STATE OF CALIFORNIA

LEGEND:

IOD	IRREVOCABLE OFFER OF DEDICATION
LE	LANDSCAPE EASEMENT
PE	PEDESTRIAN EASEMENT
POC	POINT OF COMMENCEMENT
TPOB	TRUE POINT OF BEGINNING
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
	ACCESS EASEMENT AREA = 6,546± SF

REFERENCES:

(1) 434 MAPS 1

PROFESSIONAL LAND SURVEYOR
DENNIS L. BARBER
No. 8067
STATE OF CALIFORNIA
4/5/23

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

APRIL 4, 2023 1601.013 SHEET 1 OF 1