



Sacramento County Recorder

Craig A. Kramer, Clerk/Recorder

BOOK **20090706** PAGE **2027**

Monday, JUL 06, 2009 4:13:48 PM

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Nbr-0005955240

MCY/82/1-10

NO FEE DOCUMENT

Government Code Section 27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Elk Grove
8380 Laguna Palms Way #200
Elk Grove, CA 95758

Resolution No. 2009-121

RESOLUTION NO. 2009-121

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE MAYOR TO EXECUTE A LANDSCAPE MAINTENANCE
EASEMENT TO THE COSUMNES COMMUNITY SERVICES DISTRICT**

WHEREAS, on June 16, 2004, the City Council approved a tentative subdivision for Eastmeadow Unit 3, EG-03-511 in the East Franklin Specific Plan Area; and

WHEREAS, the conditions of approval required the construction of a landscape corridor along the east side of Franklin High Road to Cosumnes Community Services District (CCSD) standards; and

WHEREAS, the corridor, described in "Exhibit A, Legal Description" and shown on "Exhibit B, Plat to accompany Legal Description", has now been constructed to the required standards, has been accepted by the City and is being maintained by the CCSD; and

WHEREAS, the CCSD desires to continue maintaining this corridor, and granting the attached Landscape Maintenance Easement will confer the rights necessary for them to do so.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorizes the Mayor to execute the attached Easement Document granting Cosumnes Community Services District a Landscape Maintenance Easement.

BE IT FURTHER RESOLVED that the City Clerk shall attest to this signature and record this resolution and the attached easement 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 this 24th day of June 2009.



PATRICK HUME, MAYOR of the
CITY OF ELK GROVE

ATTEST:



SUSAN J. BLACKSTON, CITY CLERK

APPROVED AS TO FORM:



SUSAN COCHRAN, CITY ATTORNEY

**CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2009-121**

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

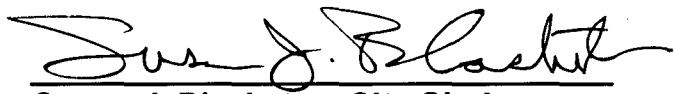
I, Susan J. Blackston, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on June 24, 2009 by the following vote:

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

NOES: COUNCILMEMBERS: *None*

ABSTAIN : COUNCILMEMBERS: *None*

ABSENT: COUNCILMEMBERS: *None*



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

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 unless an emergency exists. Should an

emergency exist where life or property are at risk, notice shall be provided to the Grantee within forty-eight (48) hours of commencing the work.

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 to the 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.

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

(3) 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.

(4) , 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 1 day of July 2009 in Sacramento, California.


GRANTEE:

Cosumnes Community Services District

GRANTOR:

City of Elk Grove

By: _____
Gil Albiani
President

By:  _____
Patrick Hume,
Mayor

Attest:

By: _____
Jeff Ramos
Secretary to the Board

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento }

On July 1, 2009 before me, William W. Flores, Notary Public,
Date Here Insert Name and Title of the Officer

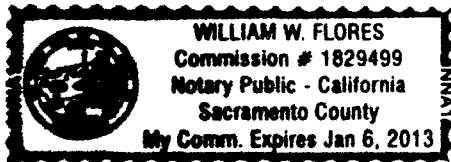
personally appeared Patrick Hume
Name(s) of Signer(s)

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 William W. Flores
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Landscape Maintenance Easement

Document Date: 7/01/2009 Number of Pages: 4

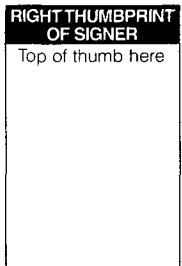
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Hume

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

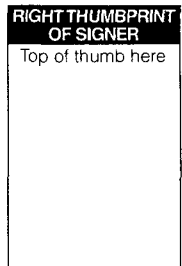
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

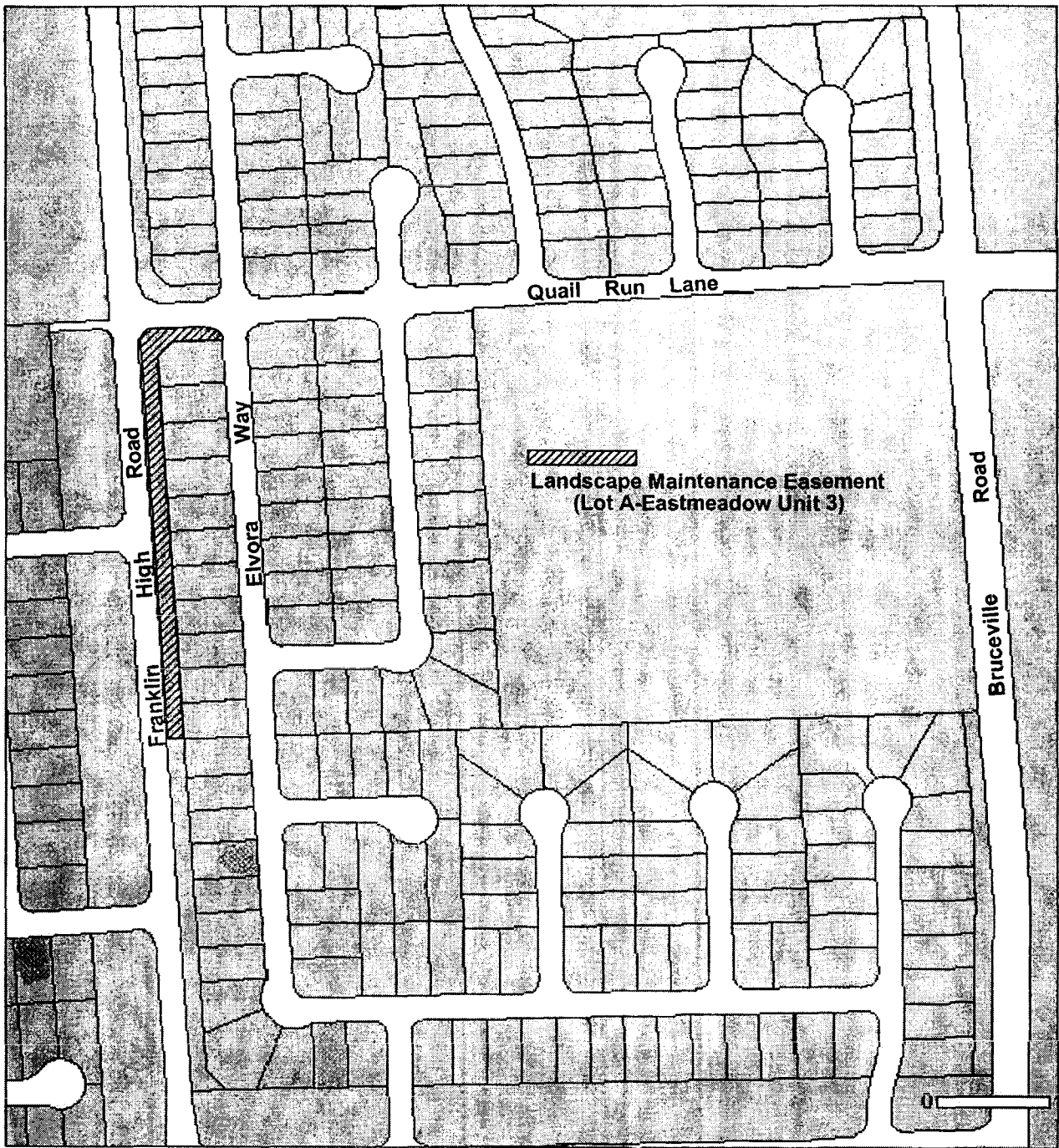
Signer Is Representing: _____



"Exhibit A"
Legal Description
Landscape Maintenance Easement

Lot A, as shown on map of Subdivision No. 03-511.03, Eastmeadow Unit 3, filed in Book 337 of Maps, at Page 7, records of Sacramento County.

EXHIBIT "B"



CITY OF ELK GROVE - PUBLIC WORKS DEPARTMENT

"Exhibit B"
Plat to accompany Legal Description
Landscape Maintenance Easement
Lot A-Eastmeadow Unit 3
EG-03-511.03



DRAWN BY: Ray M.

NO SCALE

DATE: Feb 2009

SHEET 1 OF 1