

RED File No: COP # 23386  
OWNER: Sunrise Recreation & Park District  
APN: 204-0112-011 (Portion)  
Project: SRPD-CHWD Water Pipeline Easement Rusch  
Community Park

## SALES AND PURCHASE AGREEMENT

This Sales and Purchase Agreement, (hereinafter referred to as “**Agreement**”), dated for convenience as of \_\_\_\_\_, (hereinafter referred to as “**Agreement Date**”), is made by and between the **SUNRISE RECREATION AND PARK DISTRICT**, a park district existing under authority of Public Resources Code § 5780 et seq. (hereinafter referred to as “**SRPD**”), and the **CITRUS HEIGHTS WATER DISTRICT**, a political subdivision of the State of California formed pursuant to Division 11 of the Water Code, (hereinafter referred to as “**CHWD**”), in consideration of the mutual covenants and agreements herein contained, and is subject to the conditions set forth below, and is made with reference to the following facts:

### RECITALS

- A. SRPD is the owner of fee title to that certain real property commonly known as Rusch Community Park located at 7801 Auburn Boulevard, Citrus Heights, California 95610, also known as Assessor’s Parcel Number (APN) 204-0112-011, consisting of approximately 42.87 acres of land, together with all improvements, fixtures and personal property thereon, and all rights, hereditaments, easements, appurtenances thereto belonging or otherwise appertaining (hereinafter referred to as the “**Property**”); and
- B. CHWD desires to purchase from SRPD and SRPD desires to sell to CHWD, pursuant to the provisions of this Agreement, an **Easement for Water Pipeline** on a portion of the Property, consisting of approximately 5,585.38 square feet, which is more particularly described and depicted in **Exhibits “A”** and “**B**” attached hereto and incorporated herein by reference, (hereinafter referred to as the “**Easement**”); and
- C. The Easement is necessary for the CHWD’s construction of a 6-inch Water Transmission Main at Rusch Community Park (hereinafter referred to as “**Project**”).

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereto agree as follows:

#### 1. INCORPORATION OF RECITALS.

The foregoing recitals are true and correct and are hereby incorporated by reference.

#### 2. PURCHASE AND SALE.

SRPD hereby agrees to sell and convey, and CHWD hereby agrees to purchase and accept, for the purchase price and upon the terms and conditions herein stated, the Easement described above.

### **3. CONSIDERATION.**

The purchase price for the Easement shall be ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00) (hereinafter referred to as the “**Purchase Price**”). CHWD shall remit payment of the Purchase Price to SRPD within ten (10) calendar days of the date this Agreement is fully executed. CHWD shall make all payments to the Sunrise Recreation and Park District at 7801 Auburn Blvd, Citrus Heights, California, 95610.

The Parties acknowledge that CHWD has paid to the County of Sacramento (hereinafter referred to as “**COUNTY**”), and the COUNTY has deposited, Check No. 71858 in the amount of SEVEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS (\$7,750.00), as a non-refundable administrative cost for COUNTY staff time to facilitate this real estate transaction on behalf of the SRPD.

### **4. EASEMENT DEED.**

SRPD shall execute and record the Easement deed in the form set forth in **Exhibit “C”**, attached hereto and incorporated herein by reference, conveying title to the Easement to CHWD. Prior to recording, CHWD shall provide SRPD with an executed acceptance document evidencing the CHWD’s acceptance of the Easement deed.

### **5. TITLE AND ENCUMBRANCES.**

SRPD is the fee owner of the Property. CHWD shall take title to the Easement subject to any and all encumbrances.

### **6. AS-IS TRANSFER.**

CHWD acknowledges that, except as expressly contained in this Agreement, neither SRPD nor anyone acting for or on behalf of the SRPD has made any representation, warranty or promise to CHWD concerning the physical aspects or condition of the Easement area; the feasibility or desirability of the Easement area for any particular use; the conditions of soils, sub-soils, groundwater and surface waters; or the presence or absence of any other physical aspect of the Easement area; and that in entering into the Agreement, CHWD has not relied on any representation, statement or warranty of SRPD or anyone acting for or on behalf of SRPD, other than as may be expressly contained in this Agreement, and that all matters concerning the Easement area shall be independently verified by CHWD and that CHWD shall purchase the Easement on CHWD’s own examination thereof; and that if CHWD elects to acquire the Easement, is purchasing the Easement in its “as-is” condition and its “as-is” state of repair.

### **7. INDEMNIFICATION.**

CHWD shall defend, indemnify and hold harmless SRPD, its respective Board Members and Directors, officers, agents, employees, authorized volunteers, and contractors from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys’ fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CHWD, its officers, directors, agents, employees, or contractors.

SRPD shall defend, indemnify, and hold harmless CHWD, its respective Board of Directors, officers, agents, employees, authorized volunteers, and contractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of SRPD, its respective Board Members and Directors, officers, agents, employees, authorized volunteers, and contractors.

It is the intention of SRPD and CHWD that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective Boards, officers, directors, agents, employees, authorized volunteers, and contractors. It is also the intention of SRPD and CHWD that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, authorized volunteers, and contractors.

This indemnity shall survive the expiration or termination of the Agreement.

#### **8. INSURANCE OR SELF-INSURANCE.**

Each Party, at its sole cost and expense, shall carry insurance - or self-insure – its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, pollution liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each Party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement. In addition, CHWD must require in all contracts with contractors and subcontractors to name SRPD, its governing Board, officers, directors, agents, employees, and volunteers as an additional insured on all policies where applicable. This provision shall survive the recordation of the Easement and shall not merge with title.

#### **9. POSSESSION.**

It is agreed and confirmed between the Parties notwithstanding other provisions in this Agreement, the right of possession and use of the Easement area by CHWD, including the right to remove and dispose of improvements and the right to install improvements related to the Project, shall commence on the date of recordation of the Easement.

#### **10. RE-CONSTRUCTION OF SRPD'S REMAINDER PROPERTY.**

CHWD and its authorized agents and contractors are hereby granted permission to enter onto SRPD's remainder Property to reconstruct SRPD's appurtenant areas as necessary to conform to Project improvements. The cost of such re-construction on the SRPD's remainder Property shall be borne by CHWD, and includes the reconstruction of all paved and landscaped areas damaged as a result of the CHWD's Project, including, but not limited to, re-grading and replanting any affected lawn, landscaped areas, and any trees that may be damaged or removed, and repair and/or replacement of irrigation systems, curb and sidewalk areas. This provision shall survive the recordation of the Easement and shall not merge with title.



provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act except those of the waiving Party, which shall be extended by a period of time equal to the period of delay.

- c. **Entire Agreement.** This Agreement (including all exhibits attached hereto) is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understanding with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the Party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto and lawful assignees.
- d. **Authority of Signatories.** Each Party to this Agreement warrants to the other that it is duly organized and existing and each signatory hereto represents to the other Party that it has full right and authority to enter into and consummate this Agreement and all related documents.
- e. **Survival of Representations.** Notwithstanding any provisions of this Agreement, the covenants, representations, warranties, hold harmless and indemnification obligations made by each Party herein shall survive (1) the recordation of the Easement and shall not merge with title, and (2) the termination and/or cancellation of this Agreement.
- f. **Attorney's Fees.** Any party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and each party shall be responsible for its own attorney's fees and costs.
- g. **Commission.** There is no real estate, finders or other commission due or payable by reason of this transaction. Each Party shall indemnify the other for any actions which may cause the other Party to be liable for a real estate brokerage or sales commission arising here from.
- h. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
- i. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Parties hereto.
- j. **Time of Essence.** SRPD and CHWD hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the Party so failing to perform.
- k. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of principal and agent, a partnership, joint venture or any other association between SRPD and CHWD.
- l. **Construction of Agreement.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the

Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the Parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the Parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

- m. **Duplicate Counterparts.** This Agreement may be executed in several counterparts, and shall be deemed one and the same agreement. Electronic and scanned signatures shall be deemed original signatures for all purposes, including proof of terms herein, and shall be binding on each party.

*Remainder of Page Intentionally Left Blank*

**IN WITNESS WHEREOF, the parties have executed the Agreement the day and year first above written as follows:**

**CHWD:**

Citrus Heights Water District, a political subdivision of the State of California formed pursuant to Division 11 of the Water Code

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Hilary M. Straus, General Manager

**SRPD:**

Sunrise Recreation and Park District, a park district existing under authority of the Public Resources Code § 5780 et seq.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dave Mitchell  
District Administrator  
Sunrise Recreation & Park District  
BOD Resolution No.: 2017-0010  
Dated: January 10, 2017;  
Advisory Board Resolution No.: 21-010  
Dated: August 3, 2021

**REVIEWED AND APPROVED BY  
DISTRICT COUNSEL:**

By: \_\_\_\_\_  
Deon C. Merene  
Counsel for SRPD

# EXHIBIT "A" to Agreement

## Legal Description

### EXHIBIT A LEGAL DESCRIPTION WATER LINE EASEMENT

BEING LOCATED IN THE CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA BEING A PORTION OF THE NORTHWEST QUARTER (1/4) SECTION OF 23 TOWNSHIP 10 NORTH, RANGE 6 EAST M.D.M. AND BEING WITHIN THAT CERTAIN PARCEL OF LAND OWNED BY SUNRISE RECREATION AND PARK DISTRICT. BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS THE FOLLOWING TWO (2) COURSES FROM THE WEST QUARTER (¼) CORNER OF AFORESAID SECTION 23:

1. ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (¼) OF AFORESAID SECTION 23 NORTH 89°16'32" EAST 304.13 FEET;
2. NORTH 00°43'28" WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING.

THENCE THE FOLLOWING EIGHT (8) COURSES:

1. NORTH 00°36'47" WEST 19.86 FEET;
2. SOUTH 89°16'32" WEST 37.97 FEET;
3. NORTH 00°43'28" WEST 15.00 FEET;
4. NORTH 89°16'32" EAST 352.50 FEET;
5. SOUTH 00°43'28" EAST 15.00 FEET;
6. SOUTH 89°16'32" WEST 299.53 FEET;
7. SOUTH 00°36'47" EAST 19.86 FEET;
8. SOUTH 89°16'32" WEST 15.00 FEET TO THE POINT OF BEGINNING.

THIS EASEMENT IS FOR ANY PORTION OF SAID DESCRIPTION LAYING WITHIN THAT CERTAIN PARCEL OF LAND OWNED BY SUNRISE RECREATION AND PARK DISTRICT.

BASIS OF BEARING FOR THIS DESCRIPTION IS IDENTICAL TO THE PARCEL MAP RECORDED IN BOOK 35 OF PARCEL MAPS AT PAGE 43 ON FILE IN THE OFFICE OF THE RECORDER, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

END OF DESCRIPTION

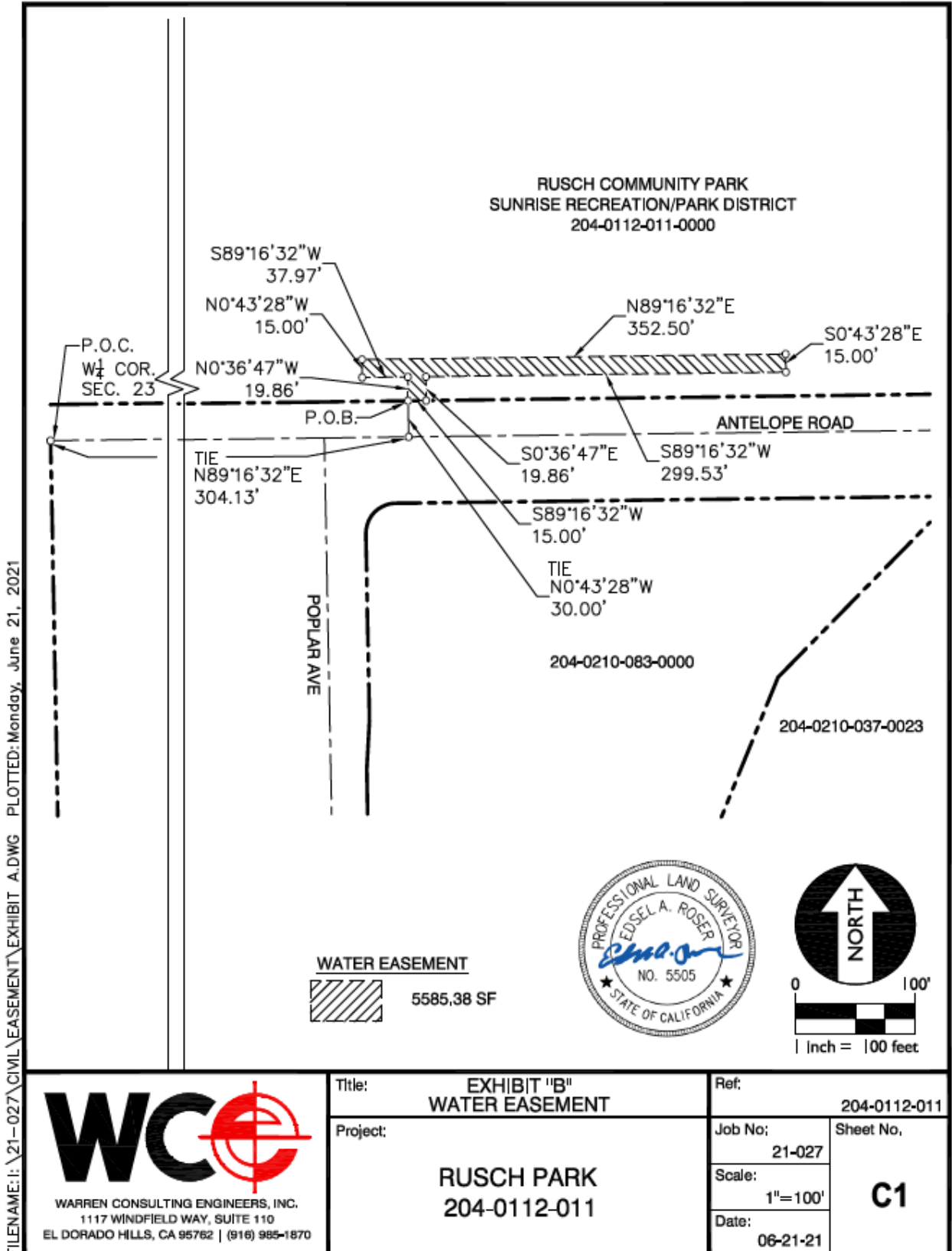
PREPARED BY: WARREN CONSULTING ENGINEERS, INC.  
1117 WINDFIELD WAY, STE. 110  
EL DORADO HILLS, CA 95762





# EXHIBIT "B" to Agreement

## Plat Map



# EXHIBIT "C" to Agreement

## Easement Deed

RECORDED AT THE REQUEST OF  
AND RETURN TO:

CITRUS HEIGHTS WATER DISTRICT  
P.O. BOX 286  
CITRUS HEIGHTS, CA 95611-0286

EXEMPT FROM TRANSFER TAX  
(Revenue and Taxation Code Section 11922)

NO FEE FOR RECORDING  
(Government Code Section 6103 & 27383)

COUNTY APN: 204-0112-011 (Portion)  
LOCATION: 7801 Auburn Blvd. Citrus Heights, CA 95610  
PROJECT: Water Pipeline Easement at Rusch Park (SRPD)

Space above for Recorder's use only

### EASEMENT FOR WATER PIPELINE

SUNRISE RECREATION AND PARK DISTRICT, a park district existing under authority of Public Resources Code § 5780 et seq. (herein referred to as "Grantor"), for a valuable consideration, receipt of which is hereby acknowledged, does hereby grant to CITRUS HEIGHTS WATER DISTRICT, a political subdivision of the State of California formed pursuant to Division 11 of the Water Code (herein referred to as "Grantee"), a right-of-way and easement to construct, reconstruct, operate, maintain and/or repair a water pipeline together with any and all appurtenances appertaining thereto; together with the perpetual right of ingress thereto and egress there from for the purpose of exercising and performing all of the rights and privileges granted herein; said pipeline and appurtenances to be of such size and character as the grantee may determine, on, over, across and under all that certain real property, situate in the City of Citrus Heights, County of Sacramento, State of California particularly described as follows:

**See Exhibits "A" and "B" attached hereto and made a part hereof;**

Grantor reserves the right to use the easement, in any manner, provided such use does not unreasonably interfere with the Grantee's use of the easement. The Grantee acknowledges and agrees that Grantor and Grantor's assignees or successors in interest shall, at all times, be allowed to utilize the easement as a roadway, parking area or outdoor open space, including any hardscaped or landscaped area, and shall be permitted to maintain these improvements in a manner compatible with such uses on the easement. Any other proposed use by the Grantor or by the Grantor's assignees or successors in interest shall be requested in writing and subject to written approval by the Grantee prior to the proposed construction or use of the easement by the Grantor. The Grantor at the Grantor's sole expense shall remove in a timely manner any use not specified and acknowledged above or approved in writing by the Grantee. Should the Grantee find it necessary to remove any part or all of the acknowledged or approved improvements of Grantor or Grantor's assignees or successors in interest for the purpose of constructing or maintaining its water pipelines and appurtenances at any time, pursuant to the Grantee's rights granted herein, the Grantee shall be liable for all costs of removal of any such roadways, parking areas or other improvements and shall be responsible for the repair and restoration of such areas to the condition such areas were in prior to Grantee's removal of any such improvements.

[Signature page follows.]

-----  
SALE LOG NO. -----

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**SUNRISE RECREATION AND PARK DISTRICT,**  
a park district existing under authority  
of Public Resources Code § 5780 et seq.

By: \_\_\_\_\_  
Dave Mitchell  
District Administrator  
Sunrise Recreation & Park District

BOD Resolution No.: 2017-0010

Dated: January 10, 2017]

Advisory Board Resolution No. 21-010

Dated: August 3, 2021

# CALIFORNIA ALL-PURPOSE 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 \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
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 \_\_\_\_\_