

Recording Requested by  
and when Recorded, return to:

City of Rancho Cordova  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670  
Attn: City Clerk

EXEMPT FROM RECORDING FEES  
PER GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

APNs: 076-0204-005, 076-0212-021, 076-0212-022

**LAND EXCHANGE AGREEMENT**

THIS LAND EXCHANGE AGREEMENT (“**Agreement**”) is entered into as of July \_\_, 2022 (the “**Effective Date**”) by and between the City of Rancho Cordova (the “**City**”) and the Los Rios Community College District (“**District**”). City and **District** are hereinafter collectively referred to as the “**Parties.**”

**RECITALS**

A. The City owns certain real property located at 10275 Folsom Blvd, known as Sacramento County Assessor’s Parcel Number 076-0212-020, in the City of Rancho Cordova, as depicted as “vacant parcel 1” on Exhibit A attached hereto (“**Vacant Parcel 1**”).

B. The City owns certain real property located at located at 10275 Dawes Street, also known as Sacramento County Assessor’s Parcel Number 076-0212-021, in the City of Rancho Cordova, as depicted as “vacant parcel 2” on Exhibit A attached hereto (“**Vacant Parcel 2**”, or the “**City Property**”).

C. The District owns certain real property located at 2815 Paseo Drive, known as Assessor’s Parcel Number 076-0212-022, which is used as a portion of the District’s Folsom College campus. The remaining vacant portion will be divided with a new property line as depicted as “Parcel 2” on Exhibit A attached hereto (the “**District Property**”).

D. District desires to obtain the City Property for the construction of a parking lot (“**District Project**”) on the City Property, and the Parties have agreed to exchange the District Property and the City Property in order to enable the construction of the District Project.

E. Subject to the terms and conditions set forth in this Agreement, City and District have agreed that: (i) City shall convey the City Property to District free and clear of the access easement to Vacant Parcel 2 (the "**Vacant Parcel 2 Easement**"), as shown on Exhibit A and recorded in Book 20121231, Page 1448 of the Official Records of Sacramento County (the "**Official Records**") on December 31, 2012; and (ii) District shall convey the District Property to City free and clear of all encumbrances other than the City Permitted Exceptions (defined below).

F. Concurrently with this Agreement, the City is entering into an agreement (the "**Vacant Parcel 1 Agreement**") with the owners of Parcel 3 (the "**Parcel 3 Owner**") to transfer Vacant Parcel 1 to the Parcel 3 Owner in exchange for the reconveyance of the Vacant Parcel 2 Easement.

G. The City hereby finds that the transactions contemplated hereby further the health, safety and welfare of the City's residents.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. Recitals; Effective Date. The Parties acknowledge that the foregoing recitals are true and correct and are incorporated herein by this reference. The effective date of this Agreement shall be the date first listed above.

2. City Conveyance to District.

2.1 City Conveyance. Subject to satisfaction of the conditions precedent set forth in this Section, City shall convey to District and District shall accept from City, the City Property in accordance with the terms, covenants and conditions set forth herein. The conveyance of the City Property from City to District shall be accomplished by recordation of a grant deed, substantially in the form attached hereto as Exhibit B ("**City Grant Deed**").

2.2 Conditions Precedent. Notwithstanding anything to the contrary set forth herein, City's conveyance of the City Property to District is expressly conditioned upon satisfaction of the following conditions ("**City Conditions Precedent**") or City's written waiver (in City's sole discretion) of such conditions:

(i) City is prepared to record the reconveyance of the Vacant Parcel 2 Easement;

(ii) District has performed all obligations to be performed by District pursuant to this Agreement before the Closing Date.

(iii) District's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

3. District Conveyance to City.

3.1 District Conveyance. Subject to satisfaction of the conditions precedent set forth in this Section District, in the sole discretion of District, shall convey to City and City shall accept from District, the District Property in accordance with the terms, covenants and conditions set forth herein. The conveyance of the District Property from District to City shall be accomplished by recordation of a grant deed, substantially in the form attached hereto as Exhibit C ("**District Grant Deed**").

3.2 Conditions Precedent. Notwithstanding anything to the contrary set forth herein, conveyance of the District Property to the City is expressly conditioned upon satisfaction of all the following conditions ("**District Conditions Precedent**") or District's written waiver (in City's sole discretion) of such conditions:

(i) City is prepared to record the reconveyance of the Vacant Parcel 2 Easement;

(ii) City has performed all obligations to be performed by City pursuant to this Agreement before the Closing Date.

(iii) City's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

4. Consideration. The Parties hereby agree that the terms of this Agreement represent the entire consideration for the exchange of land set forth in this Agreement.

5. Closing

5.1 Escrow; Escrow Instructions. Not later than thirty (30) days following the Effective Date, District and City shall open an escrow at the office of Placer Title Company, 301 University Ave, Suite 120, Sacramento, CA 95825 Attn: Jenny Vega ("**Title Company**" or "**Escrow Agent**") or such other title company as may be mutually agreed upon by the Parties. Upon the opening of escrow, the Parties shall deposit with the Escrow Agent an executed copy of this Agreement, which together with such additional instructions as may be executed by either Party and delivered to the Escrow Agent, shall serve as the escrow instructions of District and City for the conveyance of the District Property to City and the conveyance of the City Property to District.

5.2 Close of Escrow; Closing Costs. Each Party shall pay the cost of any title insurance such Party elects to purchase with respect to the property to be acquired by such Party pursuant to this Agreement. District and City shall each pay one-half (1/2) of all other closing costs and escrow fees (including without limitation recording fees,

escrow charges, real estate transfer taxes, and documentary transfer taxes) associated with the close of escrow for the conveyance of the District Property to City (“**City Close of Escrow**”) and the conveyance of the City Property to District (“**District Close of Escrow**”).

5.3 Closing; Documents and Funds; Timing. Provided that the conditions set forth in Section 3 have been satisfied, the City Close of Escrow and District Close of Escrow shall take place as soon as practicable following the deposit into escrow of all the documents described in this Section (each, a “**Closing Date**”). In order to comply with the conditions precedent; the Parties hereby acknowledge that the City Close of Escrow will take place prior to the District Close of Escrow. The Parties each agree that they shall not unreasonably condition, delay, or withhold consent to an extension of either Closing Date.

A. District Close of Escrow. Not later than \_\_\_\_\_, 2022, the Parties shall deposit the following documents into escrow:

(i) District shall deposit a duly executed and acknowledged Certificate of Acceptance for the District Property, substantially in the form attached to Exhibit C;

(ii) City shall deposit the fully-executed City Grant Deed substantially in the form attached hereto as Exhibit B sufficient to convey good and marketable fee simple title to the District Property free of all title defects and encumbrances except the Permitted Exceptions (as defined in Section 8);

(iii) City and District shall each deposit into escrow their respective share of closing costs as set forth in Section 5.2;

(iv) City and District shall each deposit such additional duly executed instruments and documents as the Escrow Agent may reasonably require to consummate the conveyance of the City Property to District.

B. City Close of Escrow. Not later than \_\_\_\_\_, 2022, the Parties shall deposit the following documents into escrow:

(i) City shall deposit a duly executed and acknowledged Certificate of Acceptance for the City Property, substantially in the form attached to Exhibit C;

(ii) District shall deposit a fully-executed District Grant Deed substantially in the form of Exhibit C sufficient to convey to City good and marketable fee simple title to the District Property free of all title defects and encumbrances except the Permitted Exceptions;

(iii) City and District shall each deposit into escrow their respective share of closing costs as set forth in Section 5.2; and

(iv) City and District shall each deposit such additional duly executed instruments and documents as the Escrow Agent may reasonably require to consummate the conveyance of the District Property to City.

5.4 Prorations. In connection with the conveyance of the District Property to City and the City Property to District, the Escrow Agent shall make the following prorations: (i) property taxes and assessments shall be prorated as of the Closing Date based upon the most recent tax bill available, including any property taxes which may be assessed after the Closing Date but which pertain to the period prior to the transfer of title, regardless of when or to whom notice thereof is delivered; (ii) any bond or assessment that constitutes a lien on the District Property on the Closing Date shall be assumed by City and any lien on the City Property shall be assumed by District (provided however, it shall be a condition to Closing that any such bond or assessment be paid current by each Party). Any utility and sewer service charges shall be prorated as of the respective Closing Date.

The Escrow Agent shall close escrow for the conveyance of the District Property to City and the City Property to the District by:

(i) causing the reconveyance of the Vacant Parcel 2 Easement to be recorded in the Official Records; and

(iii) causing the City Grant Deed and the District Grant Deed to be recorded in the Official Records; and

(ii) issuing the Title Policies (defined in Section 7) for the District Property and the City Property and delivering same to City and District, respectively; and

(iii) delivering to City and District a conformed copies of the grant deeds for the property to be conveyed to each entity, indicating recording information thereon.

On each respective Closing Date, possession of the District Property shall be delivered to City and possession of the City Property shall be delivered to the District.

6. Title Documents. No later than ten (10) business days following the Effective Date, each Party shall deliver or cause to be delivered to the other Party an updated title report for its Property ("**Preliminary Report**") setting forth all liens, encumbrances, easements, restrictions, conditions, and other matters of record affecting title to that Property ("**Title Exceptions**") together with copies of all instruments referred to therein. Each Party shall approve or disapprove each Title Exception within thirty (30) days following receipt of the Preliminary Report and documents relating to the Title

Exceptions. Upon failure to object within such period, any Title Exceptions that are not disapproved shall be deemed to be Permitted Exceptions (as defined in Section 8). If either Party objects to any Title Exception, the other Party shall use its best efforts at its sole expense to remove from title or otherwise satisfy each such exception in a form that is reasonably satisfactory to the requesting Party within thirty (30) days following the date that the objecting Party objects to such exception.

7. Title Policy. It shall be a condition to the close of escrow that Title Company shall deliver to the each Party, no later than seven (7) days prior to each Closing Date, a title commitment for an ALTA Owner's Title Insurance Policy ("**Title Policy**") to be issued by Title Company in an amount to be determined by the Parties, showing title to each Property, subject only to the Permitted Exceptions (as defined in Section 8), including such endorsements as may reasonably be requested by each Party and committing Title Company to issue each Title Policy to its respective Party upon the Close of Escrow.

8. Conveyance of Title. Each Party shall convey by grant deed to the other Party marketable fee simple title to its respective Property, free and clear of all recorded and unrecorded liens, encumbrances, restrictions, easements, and leases, except: (i) liens for nondelinquent general and special taxes, assessments and/or bonds; and (ii) such other conditions, liens, encumbrances, restrictions, easements and exceptions as set forth in Exhibit D or approved in writing by City for the District Property or the District for the City Property as provided in Section 6 (all of the foregoing, are collectively hereinafter referred to as the "**Permitted Exceptions**").

9. Due Diligence.

(a) Feasibility Studies. During the period commencing upon the Effective Date and terminating sixty (60) days thereafter ("**Due Diligence Period**"), City and District may undertake further inspection, review and testing of the District Property and the City Property, respectively, including without limitation (i) a review of the physical condition of such property, including inspection and examination of soils, environmental condition, and archeological information relating to the property; (ii) completion of Phase I and Phase II, if required, environmental assessments; (iii) a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances, and laws affecting the property, and (iv) an evaluation of the property to determine its feasibility for the Party's intended use. All of the foregoing is hereinafter collectively referred to as "**Feasibility Studies**." The Parties may consult with or retain civil engineers, contractors, soils and geologic engineers, architects and other specialists in its investigation, and may consult with or retain other consultants to determine if the property is suitable for each Party's intended use. Each Party shall bear the costs of its Feasibility Studies and consultations.

(b) Contracts, Reports and Investigations. District and City each agree to make available within ten (10) business days following the Effective Date, any and all

information, studies, reports, investigations, contracts, leases, rental agreements and other obligations concerning or relating to the Property such Party has agreed to convey pursuant to this Agreement which are in such Party's possession or which are reasonably available to such Party, including without limitation any Phase I Environmental Site Assessments, surveys, studies, reports and investigations concerning the property's physical, environmental or geological condition, habitability, or the presence or absence of Hazardous Substances in, on or under the Property and its compliance with Environmental Laws (as defined in Section 13).

10. Right of Entry. During the Due Diligence Period, each Party grants to the other and to the other Party's agents and employees a right of entry, to enter the its Property upon reasonable notice for the purpose of inspecting, examining, surveying and reviewing such property in accordance with Section 9. Each Party's inspection, examination, survey and review of such property shall be at such Party's sole expense. Each Party shall obtain the other Party's advance consent to any proposed physical testing of the property, which consent shall not be unreasonably conditioned, withheld or delayed. Physical tests shall be scheduled during normal business hours unless otherwise approved by the owner of the property to be tested. Each Party agrees to indemnify the other Party and to hold the other Party harmless from and against all liability, loss, cost, damage and expense (including, without limitation, reasonable attorney's fees and costs of litigation) resulting from such Party's activities pursuant to this Section. This Section will survive the expiration or termination of this Agreement and the Close of Escrows.

11. "As Is" Purchase. Except as otherwise specified in this Agreement, each Party agrees to accept the Property conveyed to it pursuant to this Agreement, including the land, all buildings, structures, improvements, equipment, and operating systems located on or under the land "AS IS, WHERE IS" and in its current state and condition, without any warranties whatsoever regarding its condition except as specifically described in this Agreement, and with all faults and defects, including Hazardous Substances and any other environmental conditions or hazards, if any, that may be located on, under, or around the Property, whether known or unknown, suspected or unsuspected, actual or potential, and each Party assumes all responsibility for any such faults, defects, and conditions as of the Close of Escrow.

12. Representations, Warranties, and Covenants.

12.1 Representations and Warranties. Each Party hereby represents, warranties, and covenants that except as disclosed in writing to the other Party, as of the Effective Date and as of the Close of Escrow: (i) no contracts, licenses, leases or commitments regarding the maintenance or use of the Property or allowing any third party rights to use the Property are in force; (ii) Party knows of no pending actions, suits, condemnation or other proceedings against or affecting the Property or any portion thereof or the interest of Party in the Property; (iii) there are no threatened or pending condemnation, eminent domain, or similar proceedings affecting the Property

or any portion thereof; (iv) Party knows of no receipt of notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are in violation of any Environmental Law; and (v) Party has disclosed all material facts concerning the Property.

12.2 Additional Representations. Each Party further represents and warrants that this Agreement and all other documents to which it is a party and delivered or to be delivered in connection herewith shall at the time of their delivery: (a) have been duly authorized, executed, and delivered; (b) be the binding obligations of that Party; (c) collectively be sufficient to transfer all of that Party's right, title and interest in and to the Property; and (d) not be in violation of the provisions of any agreement to which Party is a party or which affects the Property. Each Party further represents and warrants that the persons who have executed this Agreement on behalf of that Party are authorized to do, that it has the legal right to enter into this Agreement and to perform all of its terms and conditions, and that this Agreement is enforceable against the Party in accordance with its terms.

12.3 Covenants. Each Party covenants that from the Effective Date and through the Close of Escrow, it: (i) shall not willingly permit any liens, encumbrances, or easements to be placed on its Property other than Permitted Exceptions; (ii) shall not without the prior written consent of the other Party, enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on the other Party or the Property after the Close of Escrow; (iii) shall not permit except as specifically provided herein with respect to the demolition required on the District Property, any act of waste or act that would tend to diminish the value of the Property for any reason, except that caused by ordinary wear and tear; and (iv) shall maintain the Property in its condition as of the date hereof, ordinary wear and tear excepted, and shall with respect to the District Property manage the Property substantially in accordance with District's established practices.

12.4 Notification. Each Party shall notify the other Party of any facts that would cause any of the representations contained in this Agreement to be untrue as of the Close of Escrow. If either Party reasonably believes that any fact materially and adversely affects the Property, such Party shall have the option to terminate this Agreement by delivering written notice thereof to other Party. In the event either Party elects to terminate this Agreement, all funds and documents deposited into escrow by or on behalf of each Party shall be returned to that Party, and all rights and obligations hereunder shall terminate.

13. Mutual Release & Indemnity. Each Party (i) releases and forever discharges the other Party from any and all claims and causes of action under or with respect to any Environmental Laws, including without limitation the California Hazardous Substance Account Act, California Health and Safety Code Section 25300 *et seq.*, (including section 25359.7), the Comprehensive Environmental Response, Compensation, and Liability Act, ("CERCLA") title 42 U.S.C. section 9601 *et seq.*, the Resource



Conservation and Recovery Act ("RCRA") title 42 U.S.C. section 6901 *et seq.*; and the Clean Water Act, title 33 U.S.C. section 2601 *et seq.*, as these laws may be amended in the future; and (ii) agrees to defend (with counsel approved by both Parties, which approval will not be unreasonably withheld) indemnify, protect and hold the other Party free and harmless from any claim, liability, damages of any kind, attorneys' fees, costs, etc. arising out of or resulting from the physical condition or use of the Property on or after Close of Escrow, including, without limitation, due to the presence of Hazardous Substances on the Property, as well as any claims or causes of action threatened or made by anyone relating to the condition or use of the Property, including, without limitation, third parties adjoining property owners, governmental agencies, or claims brought under Proposition 65, California Health and Safety Code Sections 25249.5-25249.13.

13.1 "**Hazardous Substances**" means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any Environmental Laws (defined below) as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "hazardous substances" shall also include asbestos or asbestos-containing materials, radon, methyl tertiary butyl ether, perchlorate, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable as fuel, whether or not defined as a hazardous waste or hazardous substance in the Environmental Laws.

13.2 "**Environmental Laws**" means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Substances, or the protection of the environment or human, plant or animal health.

#### 14. Miscellaneous Provisions.

14.1 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant hereto shall be made in writing, and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(i) personal delivery, in which case notice shall be deemed delivered upon receipt;

(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail;

(iii) nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier; or

(iv) facsimile transmission, in which case notice shall be deemed delivered on transmittal, provided that a transmission report is generated reflecting the accurate transmission thereof.

**City: City of Rancho Cordova**  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670  
Attention: City Manager

**District: Los Rios Community College District**  
1919 Spanos Ct.  
Sacramento, CA 95825  
Attention: Chancellor’s Office

14.2 Attorneys’ Fees. In any action at law or in equity, arbitration or other proceeding arising in connection with this Agreement, the prevailing party shall recover reasonable attorneys’ fees and other costs, including but not limited to court costs and expert and consultants fees incurred in connection with such action, in addition to any other relief awarded.

14.3 Escrow Cancellation Charges. If the escrow fails to close by reason of a default by District or City hereunder, such defaulting party shall pay all escrow or other Title Company charges. If the escrow fails to close for any reason other than default by District or City, then District and City shall each pay one-half of such charges.

14.4 Amendments; Assignment. This Agreement may be amended only by a written instrument executed by the Parties hereto or their successors in title. This Agreement may be assigned by District to a to-be-formed affiliate of the District in connection with financing a construction and permanent loan for development of the Housing Development.

14.5 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.

14.6 Waiver. A waiver by either party of the performance of any covenant or condition herein shall not invalidate this Agreement nor shall it be considered a waiver of any other covenant or condition, nor shall the delay or forbearance by either party in

exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

14.7 Default and Remedies. An event of default (“**Default**”) under this Agreement shall occur if either Party fails to comply with any of such Party’s covenants or obligations set forth herein and does not cure such failure within ten (10) days after receipt of written notice thereof (or in the case of a non-monetary default, fails to commence to cure such default within such 10-day period and fails to thereafter proceed with due diligence to cure such default.) Upon the occurrence of an event of default hereunder the Parties may pursue all remedies at law or in equity including the remedy of specific performance. The rights and remedies of the Parties hereunder are cumulative, and the exercise or failure to exercise one or more of such rights or remedies by either Party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default.

14.8 Entire Agreement. This Agreement, together with Exhibits A through E which are hereby incorporated by reference, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, documents and discussions pertaining thereto.

14.9 Binding Effect; Due Authorization. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the Parties hereto. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired an interest in compliance with the terms of this Agreement, or under law.

14.10 Parties Not Co-Venturers; No Brokers. Nothing in this Agreement is intended to or does establish the parties as partners, co-venturers, or principal and agent with one another. Each Party hereby represents and warrants to the other Party that it has retained no broker or other party to whom a commission or finder's fee is due with respect to the transactions contemplated hereby. Each Party agrees to defend, indemnify, and hold the other Party harmless from and against all claims, losses, costs, expenses and liabilities arising in connection with a breach of this representation and warranty by the indemnifying party. The terms of this Section shall survive the expiration or earlier termination of this Agreement and shall survive Close of Escrow.

14.11 No Third Party Beneficiaries. Nothing contained in this Agreement is intended by the Parties, nor shall any provision of this Agreement be deemed or construed by the Parties or by any third person, to be for the benefit of any third party, nor shall any third party have any right to enforce any provision of this Agreement or be entitled to damages for any breach by District or City of any of the provisions of this Agreement.

14.12 Captions; Interpretation. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

14.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

14.14 Further Assurances. The Parties each agree to execute, acknowledge and deliver to the other such other documents and instruments, and to undertake such actions, as either shall reasonably request or as may be necessary to carry out the intent of this Agreement.

14.15 Governing Law; Time is of the Essence. This Agreement shall be interpreted under and pursuant to the laws of the State of California without regard to principle of conflicts of laws. Time is of the essence and is a material term for all conditions and provisions contained in this Agreement.

14.16 No Merger; Survival of Representations. The obligations stated herein which are intended to operate after the Close of Escrow, including without limitation indemnification obligations, shall not merge with the transfer of title but shall remain in effect until fulfilled as provided herein. Without limiting the generality of the foregoing, the representations and warranties made by each Party shall survive Close of Escrow.

14.17 Indemnification. Each Party shall indemnify, defend and hold harmless the other Party and its respective boards, commissions, and elected and appointed officials, employees, agents and contractors (collectively "**Indemnitees**") from and against all claims, actions, proceedings, demands, liabilities, judgments, losses, expenses (including reasonable attorneys' fees and expenses) and costs (collectively "**Claims**") arising out of or related to this Agreement including any claim, action or proceeding to attack, set aside, void or annul this Agreement or any part hereof. Each Party shall promptly notify the other Party of any such Claim. Nothing contained in this Section shall prohibit a Party from participating in a defense of any Claim, and if it chooses to do so, it shall be reimbursed for its reasonable attorneys' fees and expenses. The provisions of this Section shall survive the expiration or termination of this Agreement and Close of Escrow.

**SIGNATURES ON FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the City and District have executed this Agreement as of the Effective Date first written above.

**CITY  
City of Rancho Cordova**

By: \_\_\_\_\_  
City Manager

**Attest:**

By: \_\_\_\_\_  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

**DISTRICT:  
Los Rios Community College District**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Exhibit A

**DEPICTION OF PROPERTY PARCELS**  
(Attach legal descriptions)



NOT TO SCALE



*Mark R. Herrick* 4/26/2022

NORTHSTAR DATE  
MARK R. HERRICK, PLS 8323



111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926  
PHONE: (530) 893-1600 www.northstareng.com

JOB TITLE:

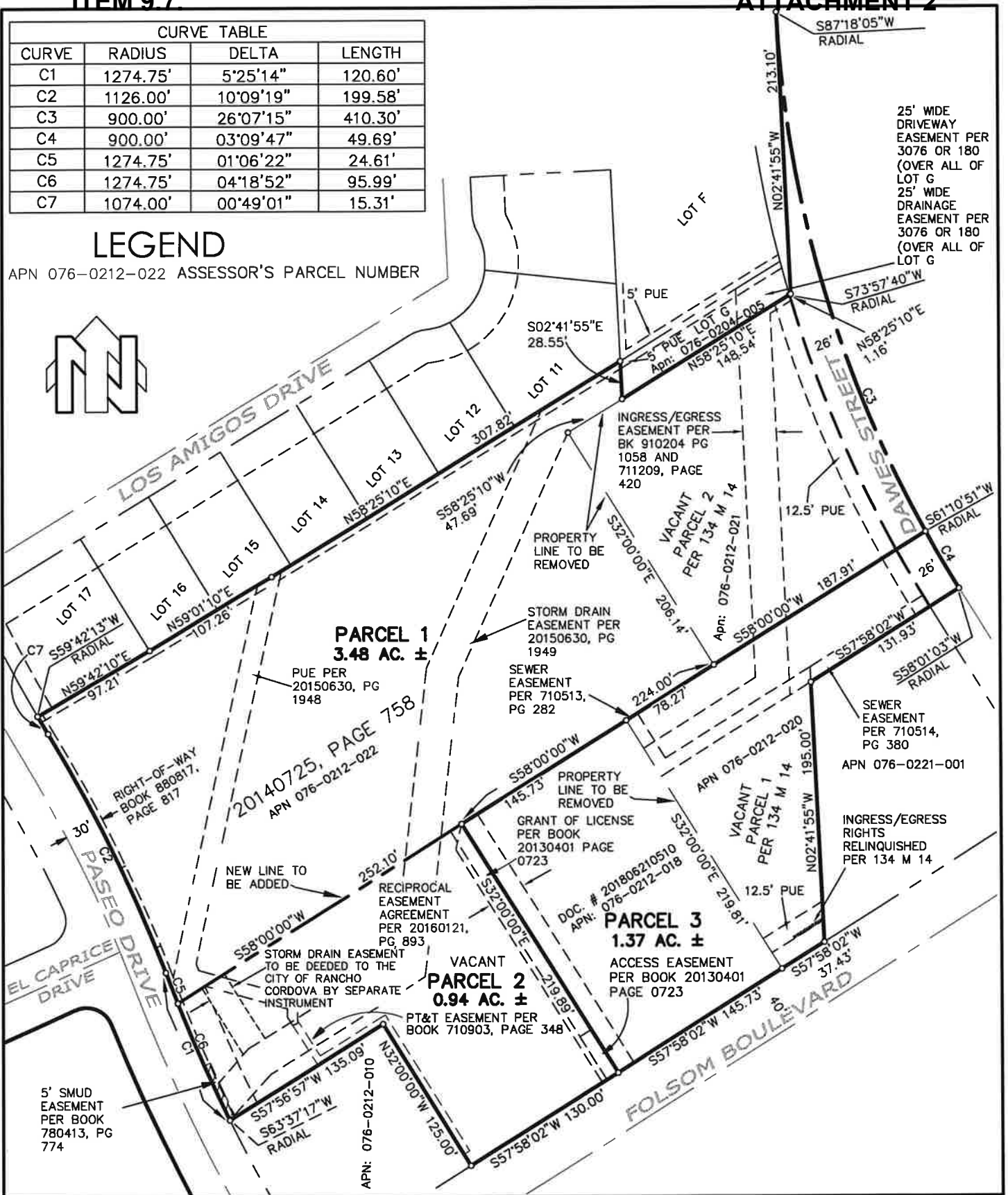
**EXHIBIT A**  
**PLAT TO ACCOMPANY**  
**BOUNDARY LINE ADJUSTMENT**  
**LEGAL DESCRIPTION**

SCALE:	NO SCALE
JOB NO.:	20-101
DATE:	4/2022
DRAWN BY:	MH
CHECKED BY:	
SHEET NO.:	1 OF 2

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	1274.75'	5°25'14"	120.60'
C2	1126.00'	10°09'19"	199.58'
C3	900.00'	26°07'15"	410.30'
C4	900.00'	03°09'47"	49.69'
C5	1274.75'	01°06'22"	24.61'
C6	1274.75'	04°18'52"	95.99'
C7	1074.00'	00°49'01"	15.31'

**LEGEND**

APN 076-0212-022 ASSESSOR'S PARCEL NUMBER



**NORTHSTAR**  
... Designing Solutions

111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926  
PHONE: (530) 893-1600 www.northstareng.com

JOB TITLE: **EXHIBIT A**

**PLAT TO ACCOMPANY  
BOUNDARY LINE ADJUSTMENT  
LEGAL DESCRIPTION**

SCALE: 1" = 100'

JOB NO.: 20-101

DATE: 4/2022

DRAWN BY: MH

CHECKED BY:

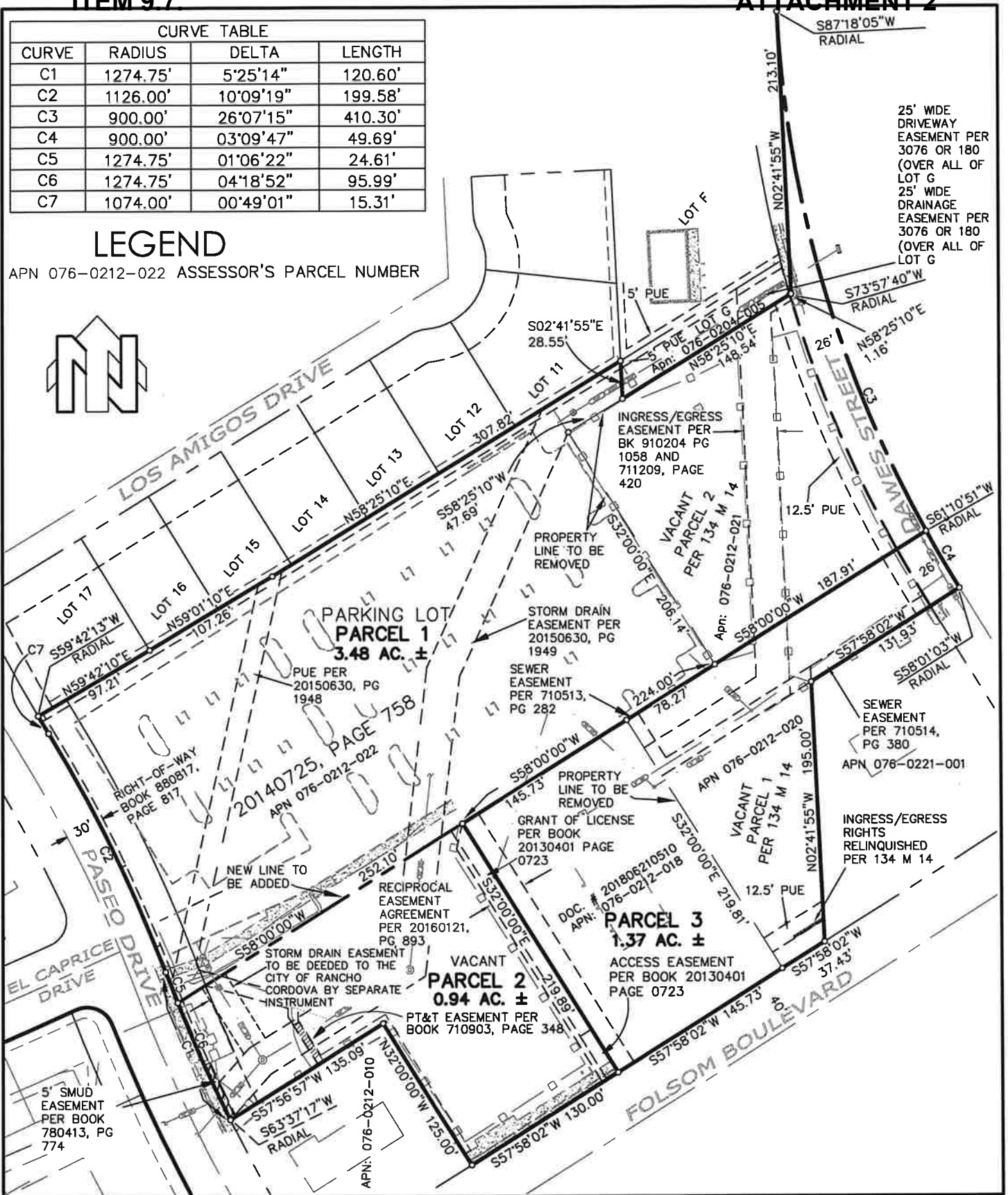
SHEET NO.: **2 OF 2**



CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	1274.75'	5°25'14"	120.60'
C2	1126.00'	10°09'19"	199.58'
C3	900.00'	26°07'15"	410.30'
C4	900.00'	03°09'47"	49.69'
C5	1274.75'	01°06'22"	24.61'
C6	1274.75'	04°18'52"	95.99'
C7	1074.00'	00°49'01"	15.31'

LEGEND

APN 076-0212-022 ASSESSOR'S PARCEL NUMBER



**NORTHSTAR**  
... Designing Solutions

111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926  
PHONE: (530) 893-1600 www.northstareng.com

JOB TITLE:

**EXHIBIT A**  
**PLAT TO ACCOMPANY**  
**BOUNDARY LINE ADJUSTMENT**  
**SHOWING TOPOGRAPHIC**  
**FEATURES**

SCALE: 1" = 100'

JOB NO.: 20-101

DATE: 4/2022

DRAWN BY: MH

CHECKED BY:

SHEET NO.: 2 OF 2

**Exhibit A  
Vacant Parcel 1 Legal Description**

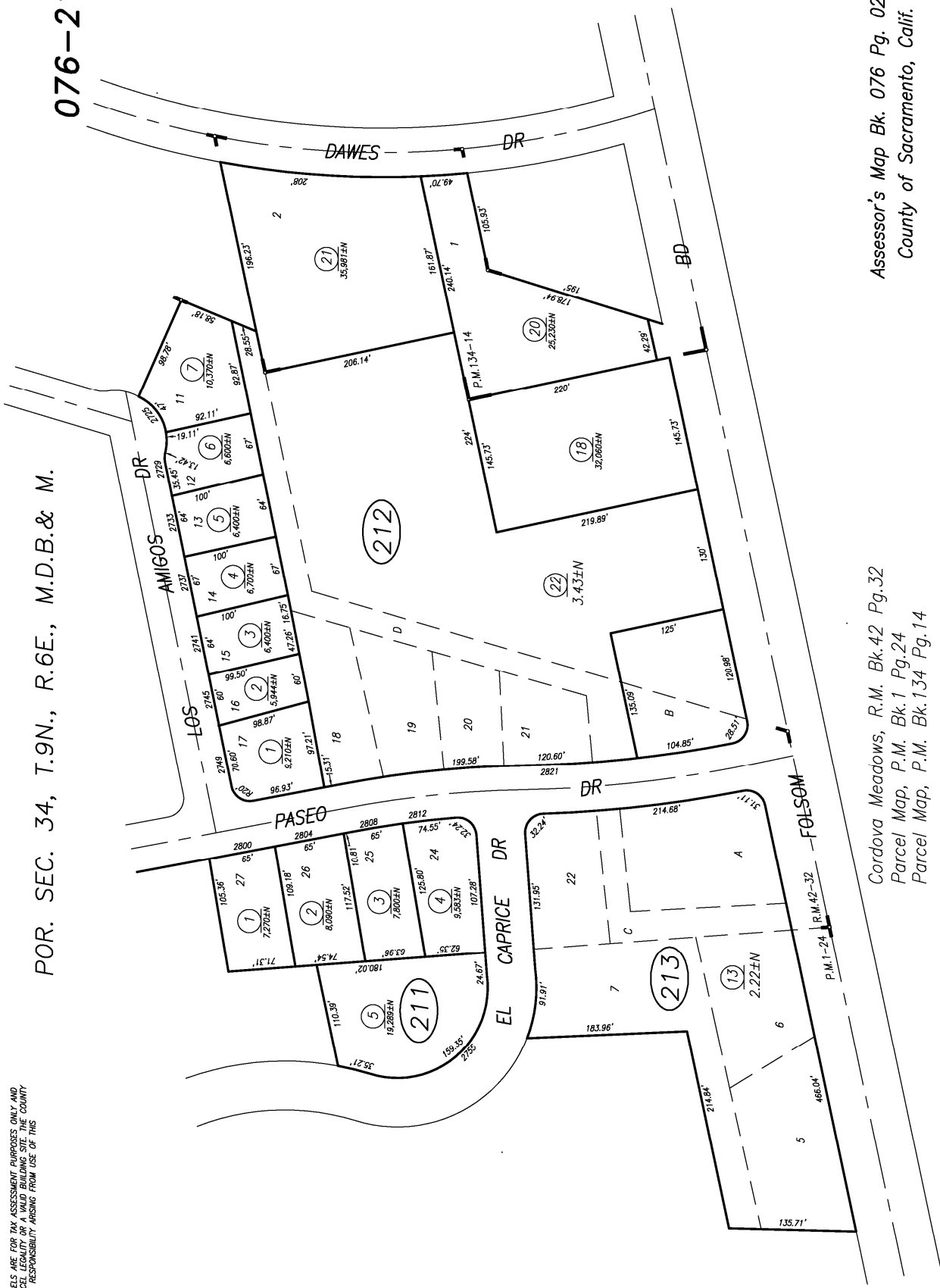
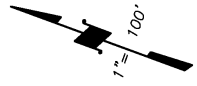
The land described herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, described as follows:

Parcel 1 as shown on that certain Parcel Map entitled "A Portion of John Studaris 4.02 4cres, Per A. Survey106 and a portion of Lot B of Cordova Park Unit No. 2142 Maps 171" , which map was filed for record January 11, 1993, in Book 134 of Parcel Maps, Page 14 , records of said county.

APN: 076-0212-020-0000

POR. SEC. 34, T.9N., R.6E., M.D.B.& M.

076-21



Assessor's Map Bk. 076 Pg. 021  
County of Sacramento, Calif.

Cordova Meadows, R.M. Bk. 42 Pg. 32  
Parcel Map, P.M. Bk. 1 Pg. 24  
Parcel Map, P.M. Bk. 134 Pg. 14

DISCLAIMER: ASSESSORS PARCELS ARE FOR TAX ASSESSMENT PURPOSES ONLY AND DO NOT INDICATE EITHER PARCEL LEGALITY OR A VALID BUILDING SITE. THE COUNTY OF SACRAMENTO ASSUMES NO RESPONSIBILITY ARISING FROM USE OF THIS INFORMATION.

**Exhibit A  
Vacant Parcel 2 Legal Description**

The land described herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, described as follows:

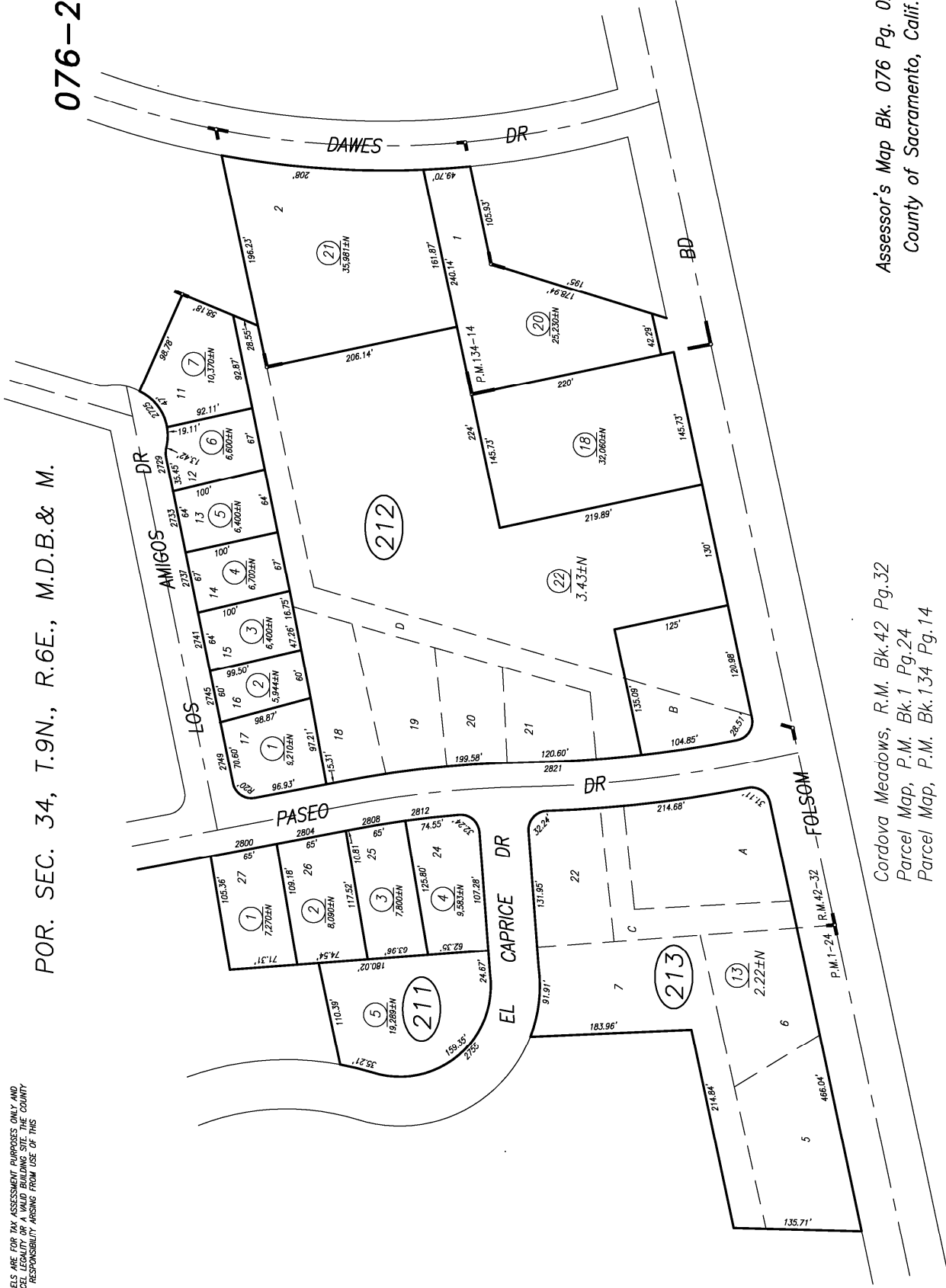
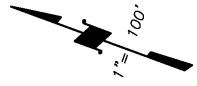
Parcel 2 as shown on that certain Parcel Map entitled "A Portion of John Studaris 4.02 4cres, Per A. Survey106 and a portion of Lot B of Cordova Park Unit No. 2142 Maps 171" , which map was filed for record January 11, 1993, in Book 134 of Parcel Maps, Page 14 , records of said county.

076-0212-021-0000

DISCLAIMER: ASSESSORS PARCELS ARE FOR TAX ASSESSMENT PURPOSES ONLY AND DO NOT INDICATE EITHER PARCEL LEGALITY OR A VALID BUILDING SITE. THE COUNTY OF SACRAMENTO ASSUMES NO RESPONSIBILITY ARISING FROM USE OF THIS INFORMATION.

POR. SEC. 34, T.9N., R.6E., M.D.B.& M.

076-21



Assessor's Map Bk. 076 Pg. 021  
County of Sacramento, Calif.

Cordova Meadows, R.M. Bk. 42 Pg. 32  
Parcel Map, P.M. Bk. 1 Pg. 24  
Parcel Map, P.M. Bk. 134 Pg. 14

**EXHIBIT "A"**  
**EXCHANGE DESCRIPTION DESCRIPTION**  
(LOS RIOS COMMUNITY COLLEGE TO CITY OF RANCHO CORDOVA)

All that certain real property situate in the City of Rancho Cordova, County of Sacramento, State of California described as follows:

Being a portion of that certain parcel as described in that certain Boundary Line Adjustment deed recorded on July 25, 2014, under Book 20140725, Page 0758, Sacramento County Recorder's Office more particularly described as follows:

**COMMENCING** at the northwesterly corner of said Parcel as described in said Book 20140725, Page 0758, said point being located at the beginning of a 1074.00 foot radius curve, concave northeasterly, from which point the radius point bears North 59°42'13" East;

Thence, along the westerly boundary of said Parcel, Southerly, 15.31 feet along said curve, through a central angle of 00°49'01" to the beginning of a 1126.00 foot radius reverse curve, concave southwesterly;

Thence, along said westerly boundary, Southerly, 199.58 feet along said curve, through a central angle of 10°09'19" to the beginning of a 1274.75 foot radius reverse curve, concave northeasterly;

Thence, along said westerly boundary, Southerly, 24.61 feet along said curve, through a central angle of 01°06'22" to the **TRUE POINT OF BEGINNING** of the herein described parcel;

Thence, leaving said westerly boundary, North 58°00'00" East, 252.10 feet to an angle point in the boundary of said Parcel;

Thence, along the boundary of said Parcel, South 32°00'00" East, 219.89 feet to an angle point in said boundary;

Thence, along said boundary, South 57°58'02" West, 130.00 feet to an angle point in said boundary;

Thence, along said boundary, North 32°00'00" West, 125.00 feet to an angle point in said boundary;

Thence, along said boundary, South 57°56'57" West, 135.09 feet to an angle point in said boundary, said point being located at the beginning of a non-tangent 1274.75 foot radius curve, concave northeasterly, from which point the radius point bears North 63°37'17" East;

Thence, along said boundary, Northerly, 95.99 feet along said curve, through a central angle of 04°18'52" to the point of beginning.

Containing 0.94 acres more or less.

*Mark R. Herrick*

NorthStar  
Mark R. Herrick, PLS 8323



*4/26/2022*

Date

This deed is made and given for the purpose of confirming the boundary lines of the subject property of this deed pursuant to the boundary line adjustment recording concurrently herewith.

**Exhibit A****Legal Description of the "Vacant Parcel 2 Access Easement"**

A non-exclusive easement as an appurtenance and for the benefit of Parcel 1 above for ingress and egress and driveway purposes, more particularly described as follows:

An easement for driveway purposes over and across a strip of land 25 feet in width extending from the East line of said Cordova Meadows to the East line of a 72.622 acre tract of land described in the deed from David R. McKinley and Vivian McKinley, his wife, to Sacramento Abstract and Title Co., a corporation, recorded August 15, 1955, in Book 2895 of Official Records of Sacramento County, at page 646, the Southeasterly line of which is described as follows:

Beginning at a corner of said Cordova Meadows, which corner is located South 02° 41' 30" East 28.55 feet from the Southeast corner of Lot 11 of said Cordova Meadows; thence North 58° 25' 10" East to the Southeast corner of said 72.622 acre tract, being the Northeasterly extension of said Lot D.



**EXHIBIT "A"**  
**PARCEL 1 RESULTANT DESCRIPTION**

All that certain real property situate in the City of Rancho Cordova, County of Sacramento, State of California described as follows:

Being Parcel 2 as shown on that certain Parcel Map entitled "A Portion of the John Studarus 4.092 Acres", filed for record in the office of the Recorder of Sacramento County on January 11, 1993 in Book 134 of Parcel Maps, at Page 14, and a portion of that certain parcel as described in that certain Boundary Line Adjustment deed recorded on July 25, 2014 under Book 20140725, Page 0758, Sacramento County Recorder's Office more particularly described as follows:

**BEGINNING** at the northwesterly corner of said Parcel as described in said Book 20140725, Page 0758, said point being located at the beginning of a 1074.00 foot radius curve, concave northeasterly, from which point the radius point bears North 59°42'13" East;

Thence, along the westerly boundary of said Parcel, Southerly, 15.31 feet along said curve, through a central angle of 00°49'01" to the beginning of a 1126.00 foot radius reverse curve, concave southwesterly;

Thence, along said westerly boundary, Southerly, 199.58 feet along said curve, through a central angle of 10°09'19" to the beginning of a 1274.75 foot radius reverse curve, concave northeasterly;

Thence, along said westerly boundary, Southerly, 24.61 feet along said curve, through a central angle of 01°06'22";

Thence, leaving said westerly boundary, North 58°00'00" East, 252.10 feet to an angle point in the boundary of said Parcel;

Thence, along the boundary of said Parcel, North 58°00'00" East, 224.00 feet to an angle point in said Parcel, said point also being the most southerly corner of said Parcel 2 as shown on said Book 134 of Parcel Maps, at Page 14;

Thence, along the southerly line of said Parcel 2, North 58°00'00" East, 187.91 feet to the southeasterly corner of said Parcel 2, and being the centerline of Dawes Street as shown on said Map, being located at the beginning of a non-tangent 900.00 foot radius curve, concave northeasterly, from which point the radius point bears North 61°10'51" East;

Thence, along the easterly boundary of said Parcel 2 and the centerline of Dawes Street, Northerly, 410.30 feet along said curve, through a central angle of 26°07'15" to the most northerly corner of said Parcel 2 as shown on said Map;

Thence, along the boundary of said Parcel 2, South 02°41'55" East, 213.10 feet to an angle point in said Parcel 2;

Thence, along said boundary, South 58°25'10" West, 1.16 feet to the southeast corner of said Lot G and being on the westerly right-of-way line of Dawes Street;

Thence, along the southerly boundary of said Lot G, South 58°25'10" West, 148.54 feet to the southwesterly corner of said Lot G;

Thence, along the westerly boundary of said Lot G, North 02°41'55" West, 28.55 feet to the northwest corner of said Lot G and also being the northeast corner of said Parcel as described in said Book 20140725, at Page 0758;

Thence, along the north line of said Parcel as described in said Book 20140725, at Page 0758 the following courses:

- 1. South 58°25'10" West, 307.82 feet;
- 2. Thence South 59°01'10" West, 107.26 feet;
- 3. Thence South 59°42'10" West, 97.21 feet to the point of beginning.

Containing 3.48 acres more or less.

*Mark R. Herrick*

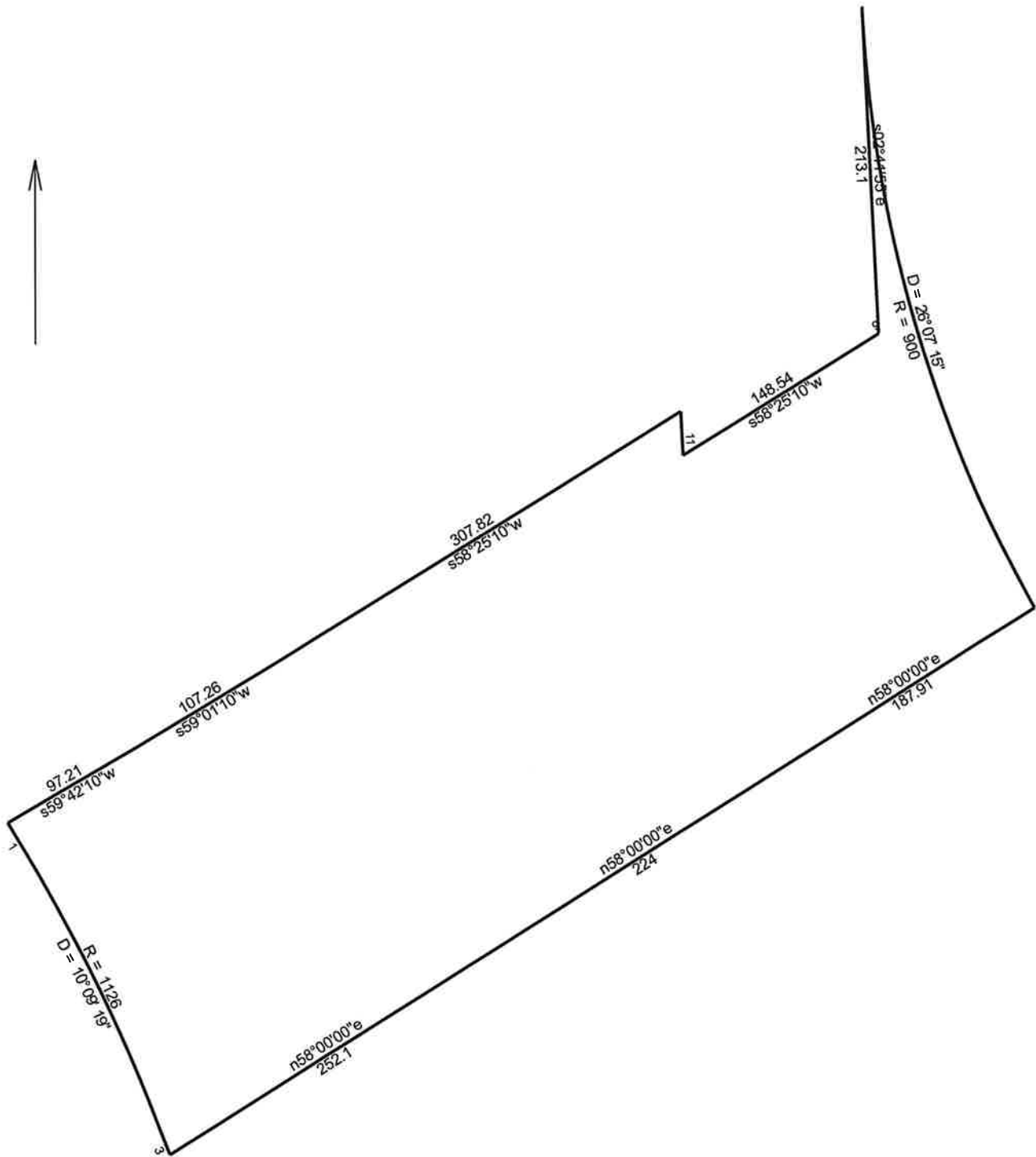
NorthStar  
Mark R. Herrick, PLS 8323



*4/26/2022*

Date

This deed is made and given for the purpose of confirming the boundary lines of the subject property of this deed pursuant to the boundary line adjustment recording concurrently herewith.



4/26/2022

Scale: 1 inch= 100 feet

File: PARCEL 1 CLOSURE REV-1.ndp

Tract 1: 3.4819 Acres (151671 Sq. Feet), Closure: n32.1450w 0.01 ft. (1/339514), Perimeter=2217 ft.

- |  |                     |
|--|---------------------|
| 01 Lt, r=1074.00, delta=000.4901, radial=n59.4213e | 11 n02.4155w 28.55  |
| 02 Rt, r=1126.00, delta=010.0919                   | 12 s58.2510w 307.82 |
| 03 Lt, r=1274.75, delta=001.0622                   | 13 s59.0110w 107.26 |
| 04 n58.0000e 252.1                                 | 14 s59.4210w 97.21  |
| 05 n58.0000e 224                                   |                     |
| 06 n58.0000e 187.91                                |                     |
| 07 Rt, r=900.00, delta=026.0715, radial=n61.1051e  |                     |
| 08 s02.4155e 213.1                                 |                     |
| 09 s58.2510w 1.16                                  |                     |
| 10 s58.2510w 148.54                                |                     |

**EXHIBIT "A"**  
**PARCEL 2 RESULTANT DESCRIPTION**

All that certain real property situate in the City of Rancho Cordova, County of Sacramento, State of California described as follows:

Being a portion of that certain parcel as described in that certain Boundary Line Adjustment deed recorded on July 25, 2014, under Book 20140725, Page 0758, Sacramento County Recorder's Office more particularly described as follows:

**COMMENCING** at the northwesterly corner of said Parcel as described in said Book 20140725, Page 0758, said point being located at the beginning of a 1074.00 foot radius curve, concave northeasterly, from which point the radius point bears North 59°42'13" East;

Thence, along the westerly boundary of said Parcel, Southerly, 15.31 feet along said curve, through a central angle of 00°49'01" to the beginning of a 1126.00 foot radius reverse curve, concave southwesterly;

Thence, along said westerly boundary, Southerly, 199.58 feet along said curve, through a central angle of 10°09'19" to the beginning of a 1274.75 foot radius reverse curve, concave northeasterly;

Thence, along said westerly boundary, Southerly, 24.61 feet along said curve, through a central angle of 01°06'22" to the **TRUE POINT OF BEGINNING** of the herein described parcel;

Thence, leaving said westerly boundary, North 58°00'00" East, 252.10 feet to an angle point in the boundary of said Parcel;

Thence, along the boundary of said Parcel, South 32°00'00" East, 219.89 feet to an angle point in said boundary;

Thence, along said boundary, South 57°58'02" West, 130.00 feet to an angle point in said boundary;

Thence, along said boundary, North 32°00'00" West, 125.00 feet to an angle point in said boundary;

Thence, along said boundary, South 57°56'57" West, 135.09 feet to an angle point in said boundary, said point being located at the beginning of a non-tangent 1274.75 foot radius curve, concave northeasterly, from which point the radius point bears North 63°37'17" East;

Thence, along said boundary, Northerly, 95.99 feet along said curve, through a central angle of 04°18'52" to the point of beginning.

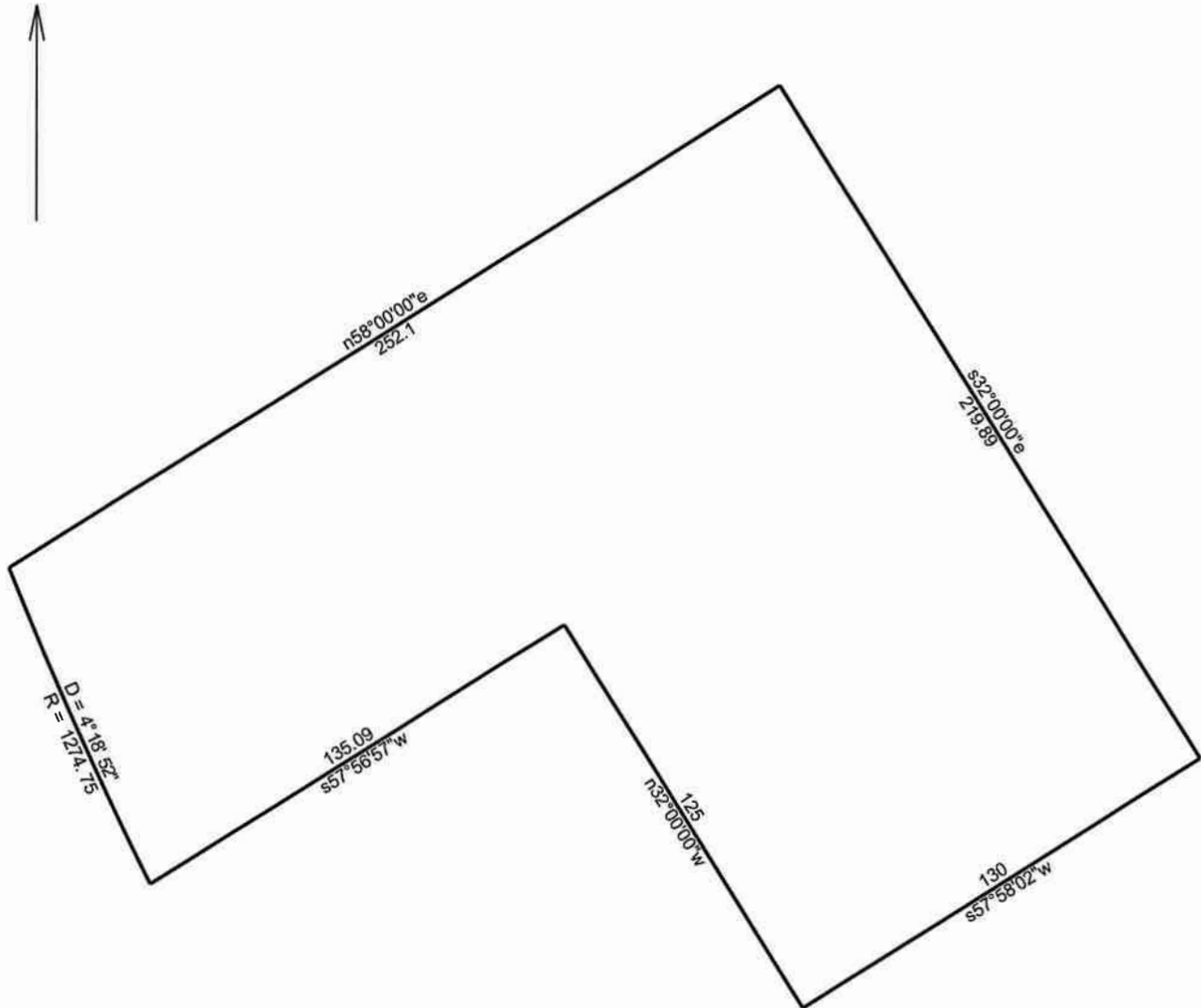
Containing 0.94 acres more or less.

Mark R. Herrick  
NorthStar  
Mark R. Herrick, PLS 8323



4/26/2022  
Date

This deed is made and given for the purpose of confirming the boundary lines of the subject property of this deed pursuant to the boundary line adjustment recording concurrently herewith.



7/15/2021

Scale: 1 inch= 50 feet

File: PARCEL 2 CLOSURE.ndp

Tract 1: 0.9382 Acres (40868 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/818676), Perimeter=958 ft.

01 n58.0000e 252.1

02 s32.0000e 219.89

03 s57.5802w 130

04 n32.0000w 125

05 s57.5657w 135.09

06 Rt, r=1274.75, delta=004.1852, radial=n63.3717e

**EXHIBIT "A"**  
**PARCEL 3 RESULTANT DESCRIPTION**

All that certain real property situate in the City of Rancho Cordova, County of Sacramento, State of California described as follows:

Being Parcel 1 as shown on that certain Parcel Map entitled "A Portion of the John Studarus 4.092 Acres", filed for record in the office of the Recorder of Sacramento County on January 11, 1993, in Book 134 of Parcel Maps, at Page 14, and Parcel 1 as described in that certain grant deed recorded June 21, 2018, under Document Number 201806210510, Sacramento County Recorder's Office more particularly described as follows:

**COMMENCING** at the northwesterly corner of said Parcel as described in said Book 20140725, Page 0758, said point being located at the beginning of a 1074.00 foot radius curve, concave northeasterly, from which point the radius point bears North 59°42'13" East;

Thence, along the westerly boundary of said Parcel, Southerly, 15.31 feet along said curve, through a central angle of 00°49'01" to the beginning of a 1126.00 foot radius reverse curve, concave southwesterly;

Thence, along said westerly boundary, Southerly, 199.58 feet along said curve, through a central angle of 10°09'19" to the beginning of a 1274.75 foot radius reverse curve, concave northeasterly;

Thence, along said westerly boundary, Southerly, 24.61 feet along said curve, through a central angle of 01°06'22";

Thence, leaving said westerly boundary, North 58°00'00" East, 252.10 feet to the **TRUE POINT OF BEGINNING** of the herein described parcel, said point being the northwesterly corner of said Parcel 1 as described in said Document Number 201806210510;

Thence, along the boundary of said Parcel 1, South 32°00'00" East, 219.89 feet to the southwesterly corner of said Parcel 1;

Thence, along said boundary of said Parcel 1 and the southerly boundary of said Parcel 1 per said Book 134 of Parcel Maps, at Page 14, North 57°58'02" East, 183.16 feet to the southeasterly corner of said Parcel 1 per said Book 134 of Parcel Maps, at Page 14;

Thence, along the boundary of said Parcel 1, North 02°41'55" West, 195.00 feet to an angle point in said Parcel 1;

Thence, along the boundary of said Parcel 1, North 57°58'02" East, 131.93 feet to an angle point in said boundary, said point being located in the centerline of Dawes Street as shown on said Map and being located at the beginning of a non-tangent 900.00 foot radius curve, concave northeasterly, from which point the radius point bears North 58°01'03" East;

Thence, along said boundary of said Parcel 1, Northerly, 49.69 feet along said curve, through a central angle of 03°09'47" to the northwesterly corner of said Parcel 1;

Thence, along the boundary of said Parcel 1 per said Book 134 of Parcel Maps, at Page 14 and the boundary of said Parcel 1 per said Document Number 201806210510, South 58°00'00" West, 411.91 feet to the point of beginning.

Containing 1.37 acres more or less.

*Mark R. Herrick*

NorthStar  
Mark R. Herrick, PLS 8323

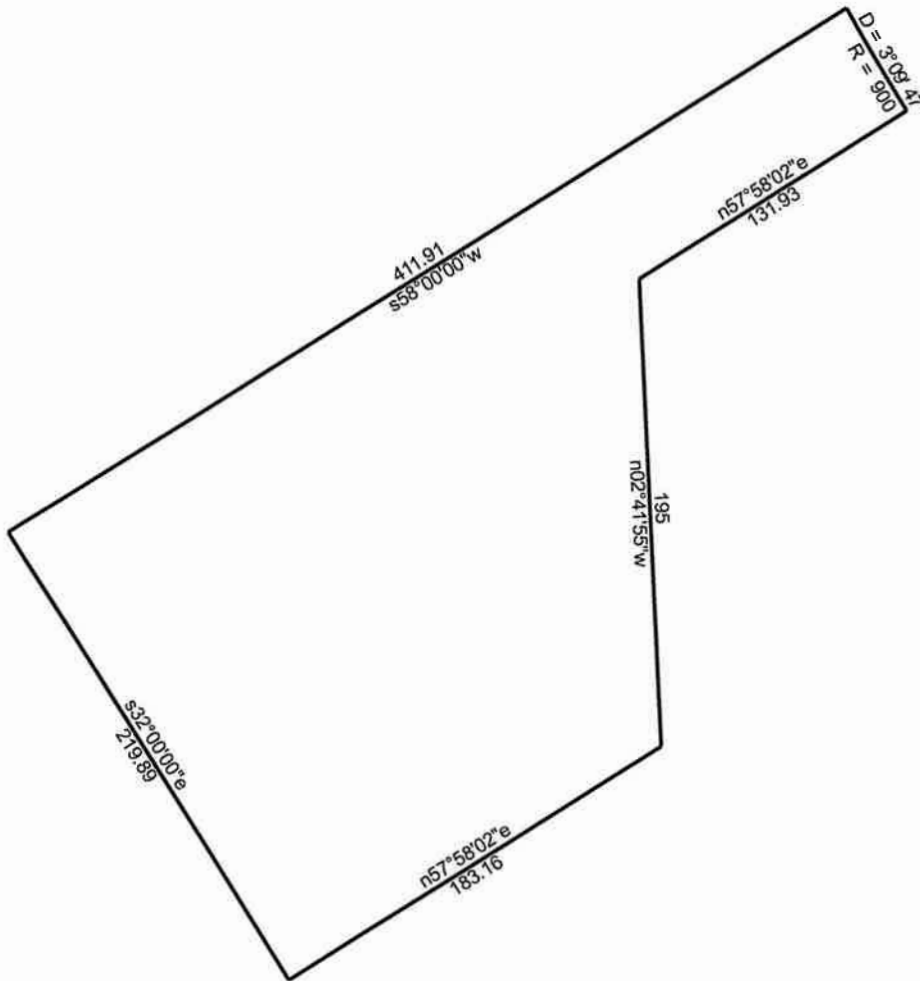


*4/26/2022*

Date

This deed is made and given for the purpose of confirming the boundary lines of the subject property of this deed pursuant to the boundary line adjustment recording concurrently herewith.





7/15/2021

Scale: 1 inch= 80 feet

File: PARCEL 3 CLOSURE.ndp

Tract 1: 1.3707 Acres (59706 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1192 ft.

01 s32.0000e 219.89

02 n57.5802e 183.16

03 n02.4155w 195

04 n57.5802e 131.93

05 Rt, r=900.00, delta=003.0947, radial=n58.0103e

06 s58.0000w 411.91

Exhibit B

**FORM OF CITY GRANT DEED**

**Recording Requested by  
and when Recorded, return to:**

**Los Rios Community College District**  
1919 Spanos Ct.  
Sacramento, CA 95825  
Attn: Chancellor's Office

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE  
§§6103, 27383

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

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**GRANT DEED**

For valuable consideration, receipt of which is hereby acknowledged, the City of Rancho Cordova, a California municipal corporation ("**Grantor**") hereby grants to the Los Rios Community College District, a California community college district ("**Grantee**") all that real property located on Dawes Street in the City of Rancho Cordova, California (the "**City**") known as Sacramento County Assessor's Parcel No. 076-0212-021, as more particularly described on Exhibit B-1 attached hereto and incorporated herein.

**IN WITNESS WHEREOF**, Grantor has executed this Grant Deed as of the \_\_\_\_ of \_\_\_\_\_, 2021.

**GRANTOR:  
CITY OF RANCHO CORDOVA**

By: \_\_\_\_\_  
Chair

**Attest:**

By: \_\_\_\_\_  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

**SIGNATURES MUST BE NOTARIZED**

EXHIBIT B-1 TO GRANT DEED  
PROPERTY

(Attach legal description of City Property to be conveyed to District)

**Exhibit B-1  
Vacant Parcel 2 Legal Description**

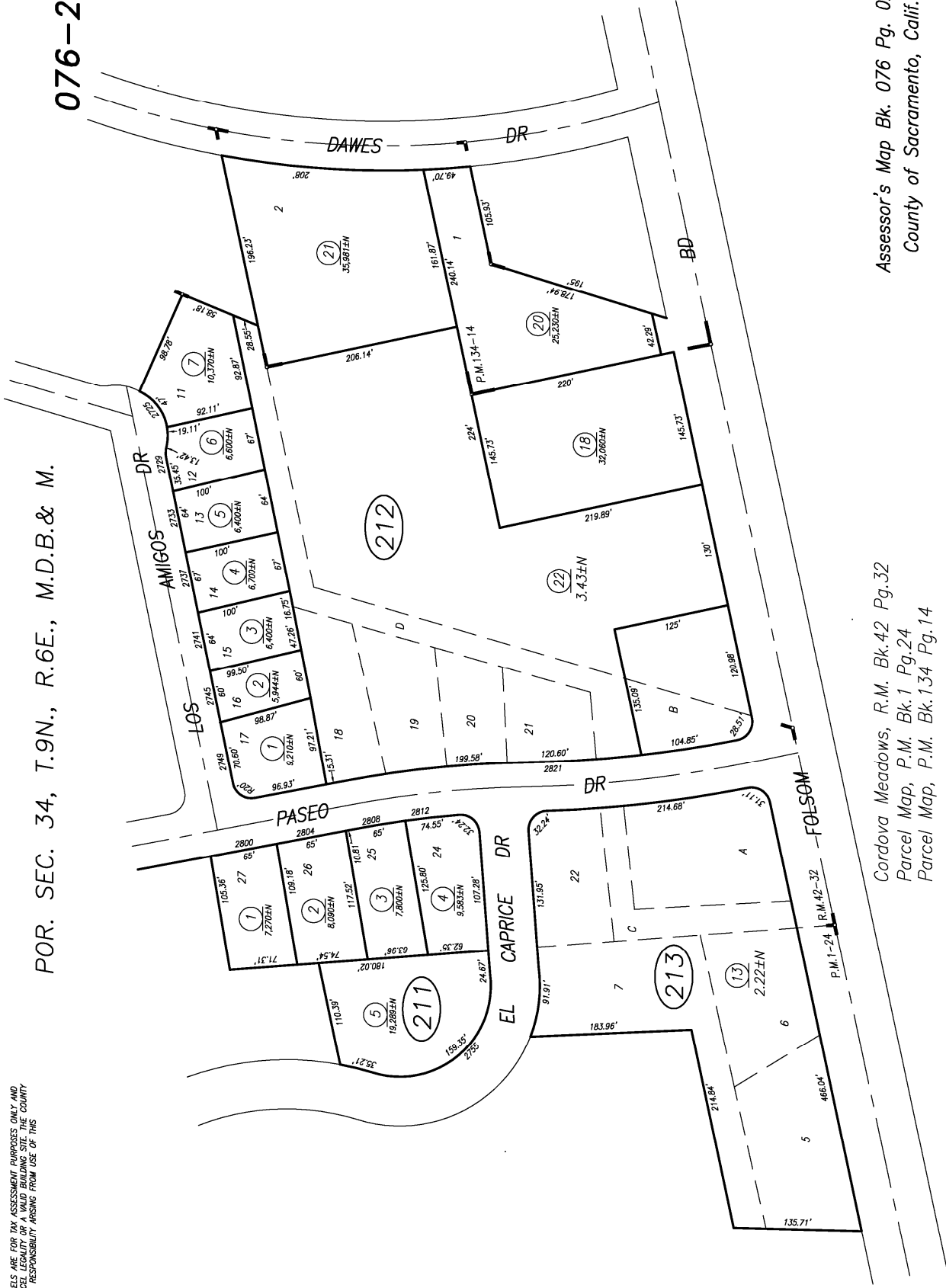
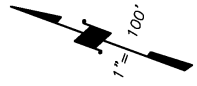
The land described herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, described as follows:

Parcel 2 as shown on that certain Parcel Map entitled "A Portion of John Studaris 4.02 4cres, Per A. Survey106 and a portion of Lot B of Cordova Park Unit No. 2142 Maps 171" , which map was filed for record January 11, 1993, in Book 134 of Parcel Maps, Page 14 , records of said county.

076-0212-021-0000

POR. SEC. 34, T.9N., R.6E., M.D.B.& M.

076-21



Assessor's Map Bk. 076 Pg. 021  
County of Sacramento, Calif.

Cordova Meadows, R.M. Bk.42 Pg.32  
Parcel Map, P.M. Bk.1 Pg.24  
Parcel Map, P.M. Bk.134 Pg.14

DISCLAIMER: ASSESSORS PARCELS ARE FOR TAX ASSESSMENT PURPOSES ONLY AND DO NOT INDICATE EITHER PARCEL LEGALITY OR A VALID BUILDING SITE. THE COUNTY OF SACRAMENTO ASSUMES NO RESPONSIBILITY ARISING FROM USE OF THIS INFORMATION.

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Grant Deed dated the \_\_\_ of \_\_\_\_\_, 20\_\_ from the City of Rancho Cordova, a California public corporation (“City”) to the Los Rios Community College District, a California nonprofit public benefit corporation (“District”), is hereby accepted on behalf of the District by the undersigned officer or agent on behalf of the District Board pursuant to authority conferred by resolution of the District Board adopted on the \_\_\_ of \_\_\_\_\_, 20\_\_, and that the District consents to recordation of the Grant Deed by its duly authorized officer.

Dated \_\_\_\_\_, 20\_\_

**LOS RIOS COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Exhibit C

**FORM OF DISTRICT GRANT DEED**

**Recording Requested by  
and when Recorded, return to:**

**City of Rancho Cordova**  
2729 Prospect Park Drive  
Rancho Cordova, CA 93926  
Attn: City Clerk

EXEMPT FROM RECORDING FEES  
PER GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**GRANT DEED**

For valuable consideration, receipt of which is hereby acknowledged, Los Rios Community College District, a California community college district ("**Grantor**") hereby grants to the City of Rancho Cordova, a California municipal corporation ("**Grantee**") located on Folsom Ave., known as a portion of Sacramento County Assessor's Parcel No. 076-0212-022, as more particularly described in Exhibit C-1 attached hereto and incorporated herein.

**IN WITNESS WHEREOF**, Grantor has executed this Grant Deed as of the \_\_\_\_ of \_\_\_\_\_, 2022.

**GRANTOR:  
LOS RIOS COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SIGNATURES MUST BE NOTARIZED**

EXHIBIT C-1 TO GRANT DEED  
PROPERTY

(Attach legal description of District Property to be conveyed to City)



**EXHIBIT "C-1"**  
**EXCHANGE DESCRIPTION DESCRIPTION**  
(LOS RIOS COMMUNITY COLLEGE TO CITY OF RANCHO CORDOVA)

All that certain real property situate in the City of Rancho Cordova, County of Sacramento, State of California described as follows:

Being a portion of that certain parcel as described in that certain Boundary Line Adjustment deed recorded on July 25, 2014, under Book 20140725, Page 0758, Sacramento County Recorder's Office more particularly described as follows:

**COMMENCING** at the northwesterly corner of said Parcel as described in said Book 20140725, Page 0758, said point being located at the beginning of a 1074.00 foot radius curve, concave northeasterly, from which point the radius point bears North 59°42'13" East;

Thence, along the westerly boundary of said Parcel, Southerly, 15.31 feet along said curve, through a central angle of 00°49'01" to the beginning of a 1126.00 foot radius reverse curve, concave southwesterly;

Thence, along said westerly boundary, Southerly, 199.58 feet along said curve, through a central angle of 10°09'19" to the beginning of a 1274.75 foot radius reverse curve, concave northeasterly;

Thence, along said westerly boundary, Southerly, 24.61 feet along said curve, through a central angle of 01°06'22" to the **TRUE POINT OF BEGINNING** of the herein described parcel;

Thence, leaving said westerly boundary, North 58°00'00" East, 252.10 feet to an angle point in the boundary of said Parcel;

Thence, along the boundary of said Parcel, South 32°00'00" East, 219.89 feet to an angle point in said boundary;

Thence, along said boundary, South 57°58'02" West, 130.00 feet to an angle point in said boundary;

Thence, along said boundary, North 32°00'00" West, 125.00 feet to an angle point in said boundary;

Thence, along said boundary, South 57°56'57" West, 135.09 feet to an angle point in said boundary, said point being located at the beginning of a non-tangent 1274.75 foot radius curve, concave northeasterly, from which point the radius point bears North 63°37'17" East;

Thence, along said boundary, Northerly, 95.99 feet along said curve, through a central angle of 04°18'52" to the point of beginning.

ITEM 9.7.

ATTACHMENT 2

Containing 0.94 acres more or less.

*Mark R. Herrick*

NorthStar  
Mark R. Herrick, PLS 8323



*4/26/2022*

Date

This deed is made and given for the purpose of confirming the boundary lines of the subject property of this deed pursuant to the boundary line adjustment recording concurrently herewith.

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Grant Deed dated the \_\_\_ of \_\_\_\_\_, 20\_\_ from the Los Rios Community College District, a California community college district ("District") to the City of Rancho Cordova, a California municipal corporation ("City") is hereby accepted on behalf of the City by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by resolution of the City Council adopted on the \_\_\_ of \_\_\_\_\_, 20\_\_, and that the City consents to recordation of the Grant Deed by its duly authorized officer.

Dated \_\_\_\_\_, 20\_\_

**CITY**

By: \_\_\_\_\_