

CITY OF YUBA CITY
STAFF REPORT

Date: October 3, 2017

To: Honorable Mayor & Members of the City Council

From: Public Works Department

Presentation by: Benjamin Moody, Deputy Public Works Director – Engineering

Summary

Subject: Easement Purchase for the Future Extension of Tuly Parkway

Recommendation: Authorize the City Manager to execute an Easement Agreement and accept an Easement Deed for the portion of property associated with Tuly Parkway at 2035 Butte House Road (APN 17-115-001) for \$285,000 plus closing costs.

Fiscal Impact: \$290,000 – Account Number 1069-65517 (Tuly Parkway – Queens Avenue Extension)

Purpose:

To extend and connect Tuly Parkway and Queens Avenue north of Butte House Road.

Background:

With the General Plan update in 2004, Tuly Parkway was identified as a new north-south roadway to ultimately connect Harter Parkway to the City's northern limit at Pease Road. As development has since occurred, developers have dedicated right-of-way and paid proportional costs to build their determined portions, leaving segments of the roadway partially built and unconnected to Butte House Road and Harter Parkway to the south.

The current owner of the parcel of land at the intersection of Butte House Road and Harter Parkway has expressed interest in selling the land that would be needed to build the intersection at Tuly Parkway and Butte House Road. The City has had an appraisal of the property conducted and the terms of purchase are listed in the attached Easement Agreement.

Coordinating the purchase with the owner now will ultimately accelerate the time frame of installing the intersection improvements and implement the goals of the General Plan. Construction is currently scheduled in the CIP budget for Fiscal Year 18/19.

Analysis:

The attached Easement Agreement outlines the terms of the purchase of the right-of-way easement at 2035 Butte House Road for \$285,000 plus closing costs. The existing home is vacant and will be demolished as part of the City's proposed road improvement work. As the parcel is a relatively large lot, the owner will retain a remainder portion for personal use.

Fiscal Impact:

The fiscal impact is estimated at \$290,000 for the purchase of the right-of-way easement, which includes the purchase price of \$285,000 and the closing costs. There are sufficient funds budgeted in Account No. 1069-65517 (Tuly Parkway – Queens Avenue Extension) for the purchase costs.

Alternatives:

Do not approve the purchase of the right-of-way easement for Tuly Parkway and instruct staff to find alternate routes for connecting Butte House Road and Queens Avenue.

Recommendation:

Authorize the City Manager to execute an Easement Agreement and accept an Easement Deed for the portion of property associated with Tuly Parkway at 2035 Butte House Road (APN 17-115-001) for \$285,000 plus closing costs.

Attachments:

1. Location Map
2. Easement Agreement

Prepared by:

/s/ Benjamin K. Moody

Benjamin K. Moody
Deputy Public Works Director – Engineering

Submitted by:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Department Head

DL

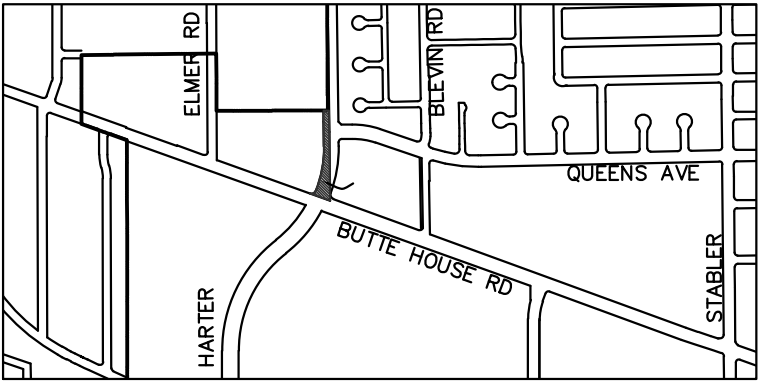
Finance

RB

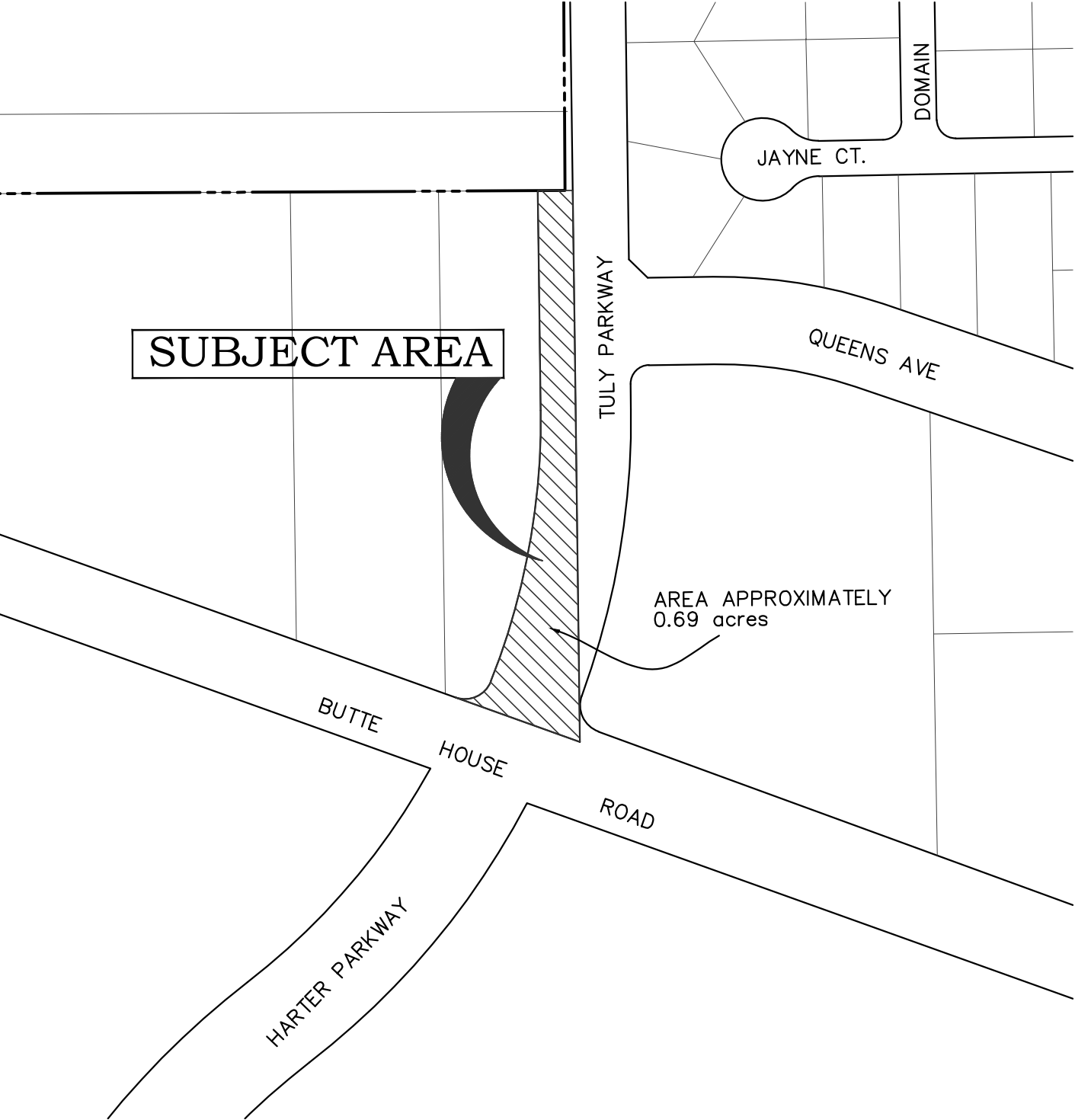
City Attorney

TH by email

EASEMENT ACQUISITION
TULY PARKWAY
2035 BUTTE HOUSE ROAD



1" = 150'



AREA APPROXIMATELY
0.69 acres

EASEMENT AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2017, by and between the City of Yuba City ("City"), a Municipal Corporation, and Brandon J. Brown Properties, LLC ("Owner").

Recitals

A. Owner owns certain real property in the City of Yuba City, County of Sutter, State of California ("Owner's Property") more particularly described in Exhibit A which is attached hereto and incorporated herein by reference.

B. City desires to make certain street improvements to extend Tuly Parkway and Queens Avenue north of Butte House Road and west of Blevin Road ("City Project").

C. Owner's Property fronts on the City Project and Owner is willing to grant to City a Right-of-Way Easement in a portion of Owner's Property along the frontage of Owner's Property needed by City for the City Project. Said Right-of-Way Easement is legally described in Exhibit B and depicted in Exhibit C ("Easement"). The Easement contains a vacant single-family residence ("Residence").

Agreement

NOW, THEREFORE, in consideration of the terms and conditions set forth below, City and Owner mutually agree as follows:

1. Execution and Delivery to Escrow

City shall open an escrow with the title company: American Title Company ("Escrow Holder") by delivery of a fully executed copy of this Agreement. Upon full execution of this Agreement by the parties ("Effective Date"), Owner shall execute, notarize, and deliver to Escrow Holder the Easement Deed, in the form of Exhibit "B," attached hereto and made a part of hereof.

2. Payment

A. Purchase Price

City shall tender payment to the Escrow Holder in the amount of Two Hundred Eighty-Five Thousand Dollars. (\$285,000.00) ("Purchase Price"), which is specifically agreed by the parties to be the full amount of compensation due and owing to Owner for conveyance of the Easement to the City.

B. Easement Interest Free of Encumbrances

The Close of Escrow, defined below, is conditioned on the Easement being conveyed to City free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind, except: (a) easements or rights-of-way for public roads or public utilities, if any; and (b) items specifically identified as

Title Exceptions and shown on Exhibit “D,” attached hereto and made a part hereof, if any. For deeds of trust or similar security interests, in lieu of removal, Owner may, if approved by City, obtain from each party holding the security interest, by a recordable written instrument, its consent to the terms hereof, and its agreement that its security interest is and shall be subordinate to the terms hereof, and that it is and shall be bound by the covenants and agreements made by Owner herein. The Close of Escrow is also conditioned on the Residence being vacated.

C. Taxes

Taxes for the fiscal year in which the escrow closes shall be cleared and paid for in the manner required by Section 5086 of the Revenue and Taxation Code. As a deduction from the amount shown in Section 2A, above, the City shall be authorized to pay any delinquent taxes due in any fiscal year, except the fiscal year in which this escrow closes, together with penalties and interest thereon: and

D. No Removal of Easements or Rights of Way

Owner shall not be required to remove: (i) easements or rights-of-way for public roads or public utilities, if any; and (ii) items specifically identified in Exhibit “E,” attached hereto, if any.

3. Just Compensation

- A.** Owner agrees that performance of this Agreement by City, including the payment recited in Section 2A, above, shall constitute full and fair compensation and consideration for any and all claims that Owner may have against City by reason of the acquisition, improvement, possession, use and/or occupancy of the Easement, and Owner hereby waives any and all such claims, including claims for severance or taking compensation or damages on account of the acquisition of the Easement or the location, establishment, construction or operation of the above-named Project on the Easement.
- B.** The foregoing waiver shall include any and all rights or claims that Owner may have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation; except as provided herein, Owner further waives any claims for relocation assistance or benefits, if any, to which Owner may be entitled pursuant to applicable sections in Chapter 16 of Division 7 of Title 1 of the California Government Code (Gov. Code Sec. 7260, et seq.) (“California Relocation Assistance Law”), regulations adopted by the State of California to implement or pursuant to the California Relocation Assistance Law, and/or the Federal Uniform Relocation Assistance Act (U.S. C. Sec. 4601, et seq.). Owner is aware of and understands all potential benefits to which he/she is otherwise entitled and has had the opportunity to discuss potential benefits with representatives of the City and legal counsel of his/her/its choice.

4. Waiver under Section 1542

The parties intend that this Agreement will result in a full, complete and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them, as to the acquisition, possession and/or use of the Easement by the City, except as

expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which a party is, or may be, entitled is intended to be full and complete. Accordingly;

- A. Owner hereby waives any and all rights or benefits arising from and/or related to the City's acquisition, possession and/or use of the Easement that it may have under Section 1542 of the Civil Code of the State of California, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

- B. Owner represents and warrants that he/she/it understands the effect of this waiver of Section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of his/her/its choice.

5. Title Insurance

City may obtain a CLTA extended coverage Owner's policy of title insurance insuring that clear title to the Easement is vested in City upon recording of the Easement Deed.

6. Escrow

Unless extended by the City, the escrow shall close within thirty (30) days after the Effective Date of this Agreement and shall be the date the Easement Deed is recorded in the Recorder's Office for Sutter County ("Close of Escrow")..

The Escrow Holder may expend any or all monies payable under this Agreement and deposited into escrow to discharge any obligations which are liens upon the Easement, including, but not limited to, those arising from judgments, assessments, delinquent taxes for other than the fiscal year in which the costs other than those specified in Section 2A hereof to be borne by the City. The Escrow Holder shall release payment to Owner, return any credited amounts to City, and record the Easement Deed in the Recorder's Office for Sutter County upon the Close of Escrow. Title to the Easement shall pass to City immediately upon Close of Escrow.

This Agreement may serve in whole or in part as escrow instructions. The issuance of any further escrow instructions shall be the sole responsibility of the City. The Owner agrees to execute such additional documents as may be reasonably necessary to consummate the purchase and sale herein contemplated.

7. Fees

The City shall pay all escrow, recording, and title insurance fees incurred in this transaction.

8. Amendment

This Agreement may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.

9. No Leases

Owner warrants that there are no leases attached hereto, on all or any portion of the Easement and the Owner further agrees to hold the City harmless and reimburse the City for any of its losses and expenses occasioned by reason of any lease of all or portion of the Easement.

10. Owner's Representations

A. Owner makes the following representations and warranties:

- i. Owner warrants that it owns full legal title to the Easement, and has full power and authority to convey all property rights described herein to City.
- ii. This Agreement constitutes a legal, valid and binding obligation of Owner enforceable in accordance with its terms.
- iii. Owner warrants that the Residence is vacant and that at the time of execution of this Agreement, no person occupies the Residence.
- iv. Owner warrants that to the best of Owner's knowledge there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against Owner which could (a) affect Owner's title to the Easement, or any portion thereof, (b) affect the value of the Easement, or any portion thereof, or (c) subject any Owner of the Easement, or any portion thereof, to liability.
- v. There are no uncured notices which have been served upon Owner from any governmental agency notifying Owner of any violations of law, ordinance, rule or regulation which would affect the Easement or any portion thereof.
- vi. There are no Hazardous Substances, (as defined below), or storage tanks containing Hazardous Substances, in, on, under, or about the Easement.
- vii. To the best of Owner's knowledge, there has been no production, storage, disposal, presence, observance or release of any Hazardous Substances in, on, under, or about the Easement.
- viii. The Owner and the Easement are not in violation of any federal, state, or local law, ordinance, regulation, order, decree or judgment relating to Hazardous Substances and/or environmental conditions in, on, under, or about the Easement.
- ix. There are no notices or other information giving Owner reason to believe that any conditions existing on the Easement or in the vicinity of the Easement subject or could subject any Owner of the Easement to potential liabilities under any federal, state, or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety and/or the

environment, including, but not limited to the ambient air, soil, soil vapor, groundwater, surface water, or land use.

- x. To the best of Owner's knowledge, there are no violations of any federal, state, or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Substances and/or the protection of public health and safety or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water, or land use, nor of any legal, administrative or other action or proceeding, pending or threatened, affecting the Easement and relating to Hazardous Substances and/or environmental compliance.
- xi. There is no license, permit, option, right of first refusal or other agreement, written or oral, which affects the Easement or any portion thereof.
- xii. Conveyance of the property rights described herein will not constitute a breach or default under any agreement to which Owner is bound and/or to which the Easement is subject.

B. Each of the above warranties and representations is material and is relied upon by City separately and collectively. Each of the above representations shall be deemed to have been made as of the date that the Easement Deed is recorded, and shall survive the recording of the Easement Deed by a period of two (2) years following the date that the Easement Deed is recorded. If, before the recording of the Easement Deed, Owner discovers any information or facts that would materially change any of these warranties and representations, Owner shall immediately give notice in writing to City of such facts and information. If any of the foregoing warranties and representations cease to be true before the recording of the Easement Deed, the City may, at its unfettered discretion, either cancel and terminate this Agreement or give the Owner the option to remedy the problem before the recording of the Easement Deed, or deduct from the payments required by Section 2B, above, as a credit to the City, in an amount as determined by the City reasonably required to remedy the problem.

11. Hazardous Substances

- A.** Liability for Hazardous Substance
- "Hazardous Substance(s)" includes, but is not limited to, any hazardous or toxic substance, material or waste, or any solid waste, pollutant, or contaminant that is:
- i. regulated by any local governmental agency, the State of California or the United States Government;
 - ii. defined as such in any federal, state, or local statute, ordinance, rule, or regulation applicable to the Easement, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (Title 42 United States Code Sections 6901-9675), the Resource Conservation and Recovery Act (Title 42 United States Code Sections 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Sections 25330-25395), and the Hazardous

Waste Control Law (California Health and Safety Code Sections 25100-25250.25);

- iii. listed in the United States Department of Transportation Table (49 CFR / 172.101) or by the Environmental Protection Agency, or listed as hazardous substances by any equivalent State of California or local governmental agency, or any successor agency (40 CFR Part 302),
- iv. asbestos, or asbestos containing material;
- v. radon gas;
- vi. petroleum or petroleum fractions;
- vii. any explosive substances;
- viii. polychlorinated biphenyl;
- ix. a radioactive material, and
- x. per chlorate.

12. Indemnification

Owner agrees and covenants to indemnify, defend (with counsel acceptable to City, which consent shall not be unreasonably withheld), and hold the City, and its officers, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorney's fees, whether for outside counsel or the City Attorney), causes of action, claims, or judgments that arise by reason any death, bodily injury, personal injury, property or economic damage, or violation of any law or regulation, or damage to the environment, including ambient air, soil, soil vapor, groundwater, or surface water, as a result the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Easement. The parties acknowledge, understand and agree that any liability associated with the presence of any Hazardous Substances on or adjacent to any portion of the Easement shall be governed by the above regardless of whether any inspection, examination, sampling, testing, assessment or other investigation is conducted by City.

The parties further agree and understand as follows: a party does not, and shall not be deemed to, waive any rights against the other party which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any insurance coverage available; the scope of the aforesaid indemnity and hold harmless agreement is to be construed broadly and liberally to provide the maximum coverage in accordance with their terms; no specific term or word contained in this Section shall be construed as a limitation on the scope of the indemnification and defense rights and obligations of the parties unless specifically so provided. The provisions of this Section shall survive the recording of any deeds hereunder.

13. Attorney Fees

Either party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and the prevailing party in such suit or proceeding shall be entitled to recover from the other party reasonable costs and expenses, including attorney's fees.

14. Notices

Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following address:

To City:
City of Yuba City
Engineering Department
1201 Civic Center Blvd.
Yuba City, CA 95993

To Owner:
Brandon J Brown Properties, LLC
2035 Butte House Road
Yuba City, CA 95993

15. Recording

Either party may record this Agreement in the Recorder's Office for Sutter County.

16. Binding on Successors

This Agreement shall be binding on and shall inure to the benefit of the City and Owner, and their respective successors, assigns, and their past, present and future officers, employees and agents; provided that this Agreement may only be assigned with the written consent of both parties, and any attempt to assign this Agreement without such consent shall be void.

17. Brokers

Owner and City each warrant to the other that no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. If any broker or finder makes any claim for a commission or finder's fee, the party through which the broker or finder makes such claim shall indemnify, defend and hold the other party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified party's reasonable attorney's fees) arising out of such broker's or finder's claims.

18. Time of Essence

Time is of the essence for each condition, term, and provision in this Agreement.

19. Waivers

No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.

20. Severability

In any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or

incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

21. Terms of Agreement

- i. City shall install street improvements consisting of street paving, curb, gutter, and sidewalk along the frontage of the Owner's Property along Tuly Parkway at no cost to the Owner. Owner shall not be required to reimburse City for the cost of said street improvements. Construction of the street improvements is to occur at the City's discretion.
- ii. The Residence on the Easement shall be vacant at the Close of Escrow and Owner shall not allow anyone thereafter to inhabit the Residence. City shall be allowed, in the City's sole discretion, to demolish the Residence at any time following Close of Escrow.
- iii. On Tuly Parkway, City shall construct one (1) heavy duty driveway -Yuba City standard detail ST11 north of Queens Avenue and one (1) heavy duty driveway - Yuba City standard detail ST11 between Butte House Road and Queens Avenue at a location mutually agreeable to the City and Owner. The driveways construction is to occur in conjunction with the construction of the City Project. Costs for constructing the City standard driveways is to be paid by the City.
- iv. City shall provide for the restoration of the gas and electric service to the business on Owner's Property. Costs associated with the restoration of services is to be borne by the City. The City will coordinate with the utility provider and Owner to minimize any temporary loss of service. The relocation of the gas and electric service is to be coordinated by the City and performed at the City's discretion.
- v. City shall provide a minimum of ninety (90) days advance notice to Owner when the City proceeds with constructing the City Project. During that ninety-day period, Owner shall construct a new septic system, at Owner's expense, to serve the business on Owner's Property.
- vi. At such time as Owner's Property is connected to City water or sewer, Owner shall pay the water and/or sewer extension fees which shall be based on Butte House Road frontage only and shall not include Tuly Parkway frontage in the fee calculation.
- vii. Owner shall retain fee title ownership of Owner's Property.
- viii. City shall coordinate with the Sutter County Assessor's Office to remove the easement area from any tax calculation of the Owner's Property.

22. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action arising under or related to this Agreement shall be brought and prosecuted in the Sutter County Superior Court.

(The remainder of this page intentionally left blank)

23. Authority

Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below:

OWNER(S):
Brandon J. Brown Properties, LLC

GRANTEE:
CITY OF YUBA CITY, a Municipal Corporation

Date: _____

Date: _____

By: _____

By: _____
City Manager

Its: _____

Print Name: _____

EXHIBIT “A”
Owner's Property – Legal Description



2015-0006926

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT TO:
Brandon J Brown Properties, LLC
2035 Butte House Road
Yuba City, CA 95993

Recorded	REC FEE	19.00
Official Records	TAX	348.70
County of		
Sutter		
Donna M. Johnston		
Clerk Recorder		
12:10PM 20-May-2015	RB	Page 1 of 2

Space Above This Line for Recorder's Use Only

A P N 59-530-028

File No 5102-4877010 (BB)

GRANT DEED

The Undersigned Grantor(s) Declare(s) DOCUMENTARY TRANSFER TAX \$348 70, CITY TRANSFER TAX \$,
SURVEY MONUMENT FEE \$

- [☒] computed on the consideration or full value of property conveyed, OR
[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[] unincorporated area, ☒ City of **Yuba City**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Harinder Gill, a married woman as her sole and separate property**

hereby GRANTS to **Brandon J Brown Properties, LLC**

the following described property in the City of **Yuba City**, County of **Sutter**, State of **California**

A PORTION OF LOT 1 AS SAID LOT IS DELINEATED AND SO DESIGNATED ON THAT CERTAIN MAP OR PLAT ENTITLED "SUBDIVISION NUMBER ONE OF THE ELMER TRACT SITUATED IN SE 1/4 OF SEC. 8 AND NE 1/4 OF SEC 17, T. 15N , R 3 E." FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SUTTER ON THE 6TH DAY OF FEBRUARY 1907 AND RECORDED IN BOOK 1 OF SURVEYS, PAGE 53, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; RUNNING NORTHERLY ALONG SAID EAST LINE OF SAID LOT 1, A DISTANCE OF 528.32 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST 144.72 FEET ALONG THE NORTH LINE OF SAID LOT 1, THENCE SOUTHERLY AND PARALLEL, WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 575 65 FEET TO THE SOUTH LINE OF SAID LOT 1, AND BEING THE NORTH LINE OF BUTTE HOUSE ROAD, THENCE SOUTH 70° EAST 154.02 FEET TO THE PLACE OF BEGINNING.

Grant Deed - continued

Date **05/18/2015**

A P N 59-530-028

File No 5102-4877010 (BB)

Dated **May 18, 2015**

Harinder Gill
Harinder Gill

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 Ca)SS
COUNTY OF Sutter)

On May 18 2015, before me, R A Bishop, Notary Public, personally appeared Harinder Gill, 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 [Signature]



This area for official notarial seal

End Of Document

EXHIBIT “B”
Easement – Legal Description and Deed

AND WHEN RECORDED MAIL TO

CITY OF YUBA CITY
CLERK'S OFFICE
1201 CIVIC CENTER BLVD.
YUBA CITY, CA. 95993

MAIL TAX STATEMENTS TO

CITY OF YUBA CITY
CLERK'S OFFICE
1201 CIVIC CENTER BLVD.
YUBA CITY, CA. 95993

EASEMENT DEED

The undersigned grantor(s) declare(s):

Assessor's Parcel Number: 59-530-028

Documentary transfer tax is \$ ---0-..... R & T Code 11922

() computed on full value of property conveyed, or

() computed on full value less liens and encumbrances remaining at time of sale.

() Unincorporated area

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Brandon J Brown Properties, LLC

Hereby GRANT(s) to the

CITY OF YUBA CITY, a Municipal Corporation

A perpetual easement for road and utility right of way proposed in, over and across the real property in the City of Yuba City, County of Sutter, State of California more particularly described as follows:

SEE EXHIBIT A

DATED _____

Brandon J Brown

Title

EXHIBIT A

A portion of Lot 1 as said lot is delineated and so designated on that certain map or plat entitled "Subdivision Number One of the Elmer Tract situated in the SE ¼ of Sec 8 and NE ¼ of Sec 17 of Tp 15N, R3E MDM" filed in the Office of the County Recorder of the County of Sutter on the 6th day of February 1907 and recorded in Book 1 of Surveys, Page 53, and being more particularly described as follows:

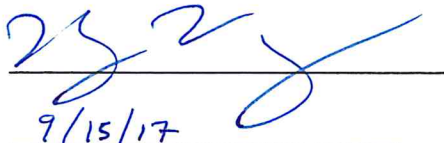
All that property lying easterly of and southeasterly of the following described line:

Beginning at the intersection of the north line of Butte House Road and the west line (bearing being North 00°43'37.16" West) of the parcel described in deed from Harinder Gill to Brandon J Brown Properties, LLC filed in the Office of the County Recorder of the County of Sutter on May 20, 2015 and recorded at document number 2015-0006926; thence southeasterly along said north line of Butte House Road a distance of 11.74 feet to the beginning of a curve concave to the northwest having a radius of 30.00 feet; thence northeasterly along said curve through a central angle of 87°56'18" degrees an arc distance of 46.04 feet (chord bears North 65°44'16" East; 41.66 feet); to the beginning of a compound curve concave to the northwest having a radius of 762.50 feet; thence northerly along said curve through a central angle of 22°29'44" degrees an arc distance of 299.37 feet (chord bears North 10°31'15" East; 297.45 feet); thence North 00°43'37.16" West on a line parallel to said west line, a distance of 235.03 feet more or less to the north line of said parcel as described in said document number 2015-0006926 and there terminating.

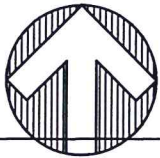
Said described parcel containing 0.69 acres more or less.

END OF DESCRIPTION





9/15/17
Date



17-150-006

1" = 120'

17-150-004

59-530-030

SUBD No. 1 of the ELMER TRACT
Lot 1
Bk 1 Surveys Pg 53

59-530-029

59-530-028

$\Delta = 22^{\circ}29'44''$
 $R = 762.50'$
 $L = 299.37'$

NORTH LINE OF
BUTTE HOUSE ROAD

$\Delta = 87^{\circ}56'18''$
 $R = 30.00'$
 $L = 46.04'$

BUTTE HOUSE ROAD

62-310-004

11.74'

HARTER
PARKWAY

TULY PARKWAY

59-620-041

59-620-028

59-620-042

59-620-043

59-620-044

59-620-045

QUEENS AVENUE

59-530-034

LEGEND

--- EXISTING RIGHT of WAY



RIGHT OF WAY EASEMENT
TO BE DEDICATED TO
THE CITY



r/w = .69 acres +/-

RESOLUTION No. _____

DOCUMENT NO. _____

CITY of YUBA CITY

BROWN
EXHIBIT "B"

59-530-028

SUBMITTED BY:

sal

DATE DRAWN:

7-7-17

DWG. No.

APPROVED

DRAWN BY:

sal

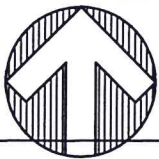
5404

CHECKED BY:

staff

A

EXHIBIT “C”
Easement – Plat Map



17-150-006

1" = 120'

17-150-004

59-530-030

SUBD No. 1 of the ELMER TRACT
Lot 1
Bk 1 Surveys Pg 53

59-530-029

59-530-028

$\Delta = 22^{\circ}29'44''$
 $R = 762.50'$
 $L = 299.37'$

NORTH LINE OF
BUTTE HOUSE ROAD

$\Delta = 87^{\circ}56'18''$
 $R = 30.00'$
 $L = 46.04'$

BUTTE HOUSE ROAD

62-310-004

11.74'

HARTER
PARKWAY

TULY PARKWAY

59-620-041

59-620-028

59-620-042

59-620-043

59-620-044

59-620-045

QUEENS AVENUE

59-530-034

r/w = .69 acres +/-

LEGEND

--- EXISTING RIGHT of WAY



RIGHT OF WAY EASEMENT
TO BE DEDICATED TO
THE CITY



acq Brown on BHR.dwg

RESOLUTION No. _____

DOCUMENT NO. _____

CITY of YUBA CITY

BROWN
EXHIBIT "B"

59-530-028

SUBMITTED BY:

sal

DATE DRAWN:

7-7-17

DWG. No.

APPROVED

DRAWN BY:

sal

5404

CHECKED BY:

staff

A

EXHIBIT “D”

Title exceptions listed on the First American Title Company Preliminary Title Report dated September 1, 2017 which do not need to be cleared are as follows: #1 and #4.