

RECORDED FOR THE
BENEFIT OF THE CITY OF
SACRAMENTO
GOV. CODE 6103

WHEN RECORDED RETURN
TO:

CITY OF SACRAMENTO
CITY CLERK
915 "I" STREET, 5th floor
SACRAMENTO, CA 95814

AGREEMENT FOR CONVEYANCE OF EASEMENTS

This Agreement is made and entered into on 9 NOV. 2022 ^{DB} ~~2023~~,
by and between Darren B. Brown and Yuhui Brown, husband and wife as joint
tenants (hereafter referred to as "Subdivider") and the City of Sacramento
(hereafter referred to as "City").

Recitals

- A. Subdivider is the owner of the real property as described in Exhibit A,
attached hereto, which property is proposed for development as
Nerradscali Subdivision, City Planning No. P19-036 (hereafter referred to
as the "Subdivision").
- B. The following conditions of approval of the Tentative Map for the
Subdivision (hereafter the "Tentative Map"), provide as follows:
 - 1) **Condition A3** - Private reciprocal ingress, egress and maneuvering
easements are required for future development of the area covered
by this Tentative Map. The applicant shall enter into and record an
Agreement for Conveyance of Easements with the City stating that
a private reciprocal ingress/egress and maneuvering easements
shall be conveyed to and reserved from Parcels 3, 4, 5, 6, 7, and 8,
at no cost, at the time of sale or other conveyance of either parcel.
- C. This agreement is intended to satisfy the requirement that the Subdivider
enter into and record an agreement with City to convey easements on the
terms specified in the above conditions.

Now, Therefore, in consideration of City's approval of the Tentative Map,
subject to the Subdivider's obligation to comply with the conditions of such
approval, City and Subdivider agree as follows:

1. Conveyance of Easements:

a. At the time of sale or other conveyance of any of the Subdivision parcels identified in Exhibit B, attached hereto, Subdivider shall convey to and reserve from such parcel, at no cost, private reciprocal easement(s) for the purpose(s) described in Recital B(1) as shown above.

2. Recording: In order to provide notice of Subdivider's obligations hereunder to potential future owners of the Subdivision or any lot or parcel thereof, City shall record this Agreement in the official records of the Sacramento County Recorder, prior to any approval of the Final Map or Parcel Map for the Subdivision. A note referencing this recorded Agreement shall be placed on the Final Map or Parcel Map.

3. Covenants Run with Subdivider's Land: The parties agree that all of Subdivider's agreements and obligations contained herein are covenants which benefit and run with the lands within the Subdivision, in accordance with Section 1468 of the Civil Code, and the burden thereof shall be binding upon Subdivider's constituents, successors and assigns.

4. Subdivider's Representation Regarding Ownership: Subdivider certifies that it owns full legal title to all lands within the Subdivision. Each individual executing this Agreement on behalf of a corporation or partnership represents and warrants to City 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.

5. Joint and Several Liability: In the event that Subdivider consists of more than one party, each person, entity or other party described as the "Subdivider" in the first paragraph of this Agreement and/or executing this Agreement for Subdivider, shall be jointly and severally liable for each and every obligation and requirement imposed on Subdivider herein.

6. Attorney's Fees: If the services of any attorney are required by either party to secure the performance of this Agreement, or otherwise upon the breach or the default of either party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and other expenses, in addition to any other relief to which such party may be entitled.

7. **Indemnity:** Subdivider shall defend, indemnify and hold harmless City, its officers, employees and agents against and from all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision, arising from Subdivider's performance or failure to perform the above Tentative Map condition(s) and/or from any action or failure to act by Subdivider, its officers, employees or agents in connection with this Agreement.
8. **Exhibits Incorporated:** The Exhibits described above and attached hereto are incorporated herein by this reference as if fully set forth at this place.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SUBDIVIDER

Darren B. Brown and Yuhui Brown, husband
and wife as joint tenants

By:  _____

Title: owner _____

By:  _____

Title: Owner _____

Attach Notary Certification for Owner's Signature

Original Approved as to Form:

CITY OF SACRAMENTO

City Attorney

By: _____
JENNIFER L. JOHNSON, P.E. 77032
SUPERVISING ENGINEER
CITY OF SACRAMENTO

ATTEST:

City Clerk

Exhibit A

Lots 1, 2, 3, 4, 5, 6, 7 and 8, as shown on Final Map entitled "Nerradscali Subdivision" recorded in Book _____ of Maps at Page _____, Sacramento County Records.

Exhibit B
(Condition A3)

Lots 3, 4, 5, 6, 7, and 8, as shown on Final Map entitled "Nerradscali Subdivision"
recorded in Book _____ of Maps at Page _____, Sacramento
County Records.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

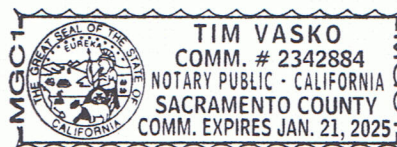
On Nov. 9, 2022 before me, TIM VASKO - NOTARY PUBLIC,

personally appeared Darren Brown and Yu Hui Brown,
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.

Tim Vasko
TIM VASKO - NOTARY PUBLIC



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF DOCUMENT

*The preceding Certificate of Acknowledgment
is attached to the following titled document:*

Agreement For Conveyance
of Easements

Number of pages: 1

Document date: 11/9/2022

NOTARY CONTACT INFORMATION

Vasko Mobile Notary

Phone #: (916) 900-1011

Email: vaskonotary@gmail.com

Website: www.vaskonotary.com

*Thank you for choosing Vasko Notary for all
your mobile Notary services!*

*As a reminder, we service all of Sacramento
County and surrounding areas.*