



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.3.

Meeting Date: March 20, 2025

Subject: Approve Resolution No. 3484: Resolution Approving and Authorizing Superintendent to Execute Property Exchange and Acquisition Agreement with Southgate Recreation and Park District

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Department: Facilities Support Services

Recommendation: Approve Resolution No. 3484: Resolution Approving and Authorizing Superintendent to Execute Property Exchange and Acquisition Agreement with Southgate Recreation and Park District

Background/Rationale: The Sacramento City Unified School District (“School District”) is the owner in fee simple of approximately 1.42 acres of real property, located in the City of Sacramento, County of Sacramento, California, designated Assessor’s Parcel Number 022-0051-021-0000 (“School District Exchange Property”), which is not currently needed by the School District. On June 20, 2024, the School District’s Board of Trustees adopted Resolution No. 3426 declaring the School District Exchange Property as surplus land that the School District will not need for school or related purposes and declaring the School District Exchange Property as “exempt surplus land” under the California Surplus Land Act (Gov. Code §§ 54220, et seq.)

The School District has engaged in discussions with Southgate Recreation and Park District (“Park District”) regarding an exchange of the School District Exchange Property for two parcels totaling approximately 1.35 acres located in the County of Sacramento, California, designated Assessor’s Parcel Numbers 037-0261-025-0000 and 037-0252-003-0000 (“Park District Exchange Property”). The School District is building a new school in a lot adjacent to the Park District Exchange Property and, after the new school is constructed, the Park District Exchange Property will not be accessible to the public without crossing over the School District Property. The School District is authorized by

Education Code sections 35160, as well as the former Education Code section 39500, to undertake the exchange of property with the Park District. Former Education Code section 39500 requires the Board to adopt a resolution by unanimous vote.

The School District and Park District have negotiated an Agreement for Exchange of Real Property (“Agreement”) for the exchange of the School District Exchange Property for the Park District Exchange Property. Consideration for the Agreement consists of the exchange of the respective properties and the performance by each party of the terms and conditions of the Agreement.

Financial Considerations: None

LCAP Goal (s):

1. Goal 3 – Welcoming and Safety Outcome

Documents Attached:

1. Resolution No. 3484, a Resolution Approving and Authorizing Superintendent to Execute Property Exchange and Acquisition Agreement with Southgate Recreation and Park District
2. Exchange Agreement

Estimated Time of Presentation: 5 minutes

Submitted by: Chris Ralston, Assistant Superintendent, Facilities Support Services

Approved by: Janea Marking, Chief Business & Operations Officer
Lisa Allen, Superintendent

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

RESOLUTION NO. 3484

**RESOLUTION APPROVING AND AUTHORIZING SUPERINTENDENT TO
EXECUTE PROPERTY EXCHANGE AND ACQUISITION AGREEMENT WITH
SOUTHGATE RECREATION AND PARK DISTRICT**

WHEREAS, the Sacramento City Unified School District (“School District”) is the owner in fee simple of approximately 1.42 acres of real property, located in the City of Sacramento, County of Sacramento, California, designated Assessor’s Parcel Number 022-0051-021-0000 (“School District Exchange Property”), which is not currently needed by the School District; and

WHEREAS, on June 20, 2024 the School District’s Board of Trustees adopted Resolution No. 3426 (“Exempt Surplus Land Resolution”), declaring the School District Exchange Property as surplus land that the School District will not need for school or related purposes and declaring the School District Exchange Property as “exempt surplus land” under the California Surplus Land Act (Gov. Code §§ 54220, *et seq.*); and

WHEREAS, the Southgate Recreation and Park District (“Park District”) is the owner in fee simple of two parcels totaling approximately 1.35 acres located in the County of Sacramento, California, designated Assessor’s Parcel Numbers 037-0261-025-0000 and 037-0252-003-0000 (“Park District Exchange Property”); and

WHEREAS, the School District is building a new school in a lot adjacent to the Park District Exchange Property and, after the new school is constructed, the Park District Exchange Property will not be accessible to the public without crossing over the School District Property; and

WHEREAS, it is in the best interests of the School District and Park District to exchange the School District Exchange Property and the Park District Exchange Property under the terms and conditions of that certain Agreement for Exchange of Real Property between the School

District and the Park District, a copy of which is attached hereto as Exhibit “1” and incorporated herein by reference (“Exchange Agreement”); and

WHEREAS, the School District Exchange Property is legally described in Exhibit A-1 and depicted in Exhibit A-2 to the Exchange Agreement and the Park District Exchange Property is legally described in Exhibit B-1 and depicted in Exhibit B-2 to the Exchange Agreement; and

WHEREAS, the Board is empowered by California Education Code section 35160 and former section 39500 to exchange an interest in its real property for an interest in real property from the Park District upon such terms and conditions as the parties may agree, and such exchange may be entered into without complying with any other provisions of the Education Code related to the exchange of the School District’s real property, so long as the resolution authorizing such exchange and prescribing its terms has been adopted by unanimous vote of all of the members of the School District’s Governing Board, and notice of such resolution has been published in a newspaper of general circulation within the School District once a week for three weeks prior to making the exchange; and

WHEREAS, the exchange of real property provided for herein is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Public Resource Code section 21084 and California Code of Regulations, Title 14, sections 15061(b)(2), 15061(b)(3), and 15312.

NOW, THEREFORE, BE IT FOUND, DETERMINED, AND RESOLVED BY THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, SACRAMENTO COUNTY, CALIFORNIA, AS FOLLOWS:

1. The foregoing recitals are hereby adopted as true and correct.
2. The exchange of property described herein is found to be exempt from the California Environmental Quality Act (“CEQA”) pursuant to Public Resource Code section 21084 and California Code of Regulations, Title 14, sections 15061(b)(2), 15061(b)(3) and 15312. A Notice of Exemption regarding the exchange of the properties is hereby approved and the Superintendent (or his/her designee) is authorized to file the Notice of Exemption with the

County Clerk of Sacramento County in accordance with the terms of CEQA and its implementing regulations.

3. The exchange of property described herein is approved on the terms and conditions in the attached Exchange Agreement. District staff are hereby authorized and directed to give notice of the adoption of this Resolution by publishing such notice in a newspaper of general circulation within the School District once a week for three weeks prior to making the exchange of the School District Exchange Property.

4. The School District’s Superintendent, or her designee, is authorized and directed to take such other and further actions as may be necessary or convenient to carry out the purpose and intent of this Resolution, to open and close escrow for the exchange contemplated herein, to convey the District Exchange Property to the Park District and to acquire the Park District Exchange Property from the Park District, and to execute all documents necessary and proper to accomplish the exchange contemplated herein.

5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 20th day of March 2025, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Jasjit Singh
President of the Board of Education

ATTESTED TO:

Lisa Allen
Secretary of the Board of Education

EXHIBIT "1"

AGREEMENT FOR EXCHANGE OF REAL PROPERTY

4905-3516-0093, v. 1

AGREEMENT FOR EXCHANGE OF REAL PROPERTY

BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

AND

SOUTHGATE RECREATION AND PARK DISTRICT

PREAMBLE

This Agreement for Exchange of Real Property (“Agreement”) is entered into as of _____, 2025 (“Effective Date”), between the Sacramento City Unified School District, a California public school district (“School District”), and the Southgate Recreation and Park District, a California independent special district (“Park District”). The School District and Park District may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the School District is the owner in fee simple of approximately 1.42 acres of real property, located in the City of Sacramento, County of Sacramento, California, designated Assessor’s Parcel Number 022-0051-021-0000, as legally described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto (“School District Exchange Property”); and

WHEREAS, the Park District is the owner in fee simple of two parcels totaling approximately 1.35 acres located in the County of Sacramento, California, designated Assessor’s Parcel Numbers 037-0261-025-0000 and 037-0252-003-0000, as legally described in Exhibit B-1 and depicted in Exhibit B-2 attached hereto (“Park District Exchange Property”); and

WHEREAS, the School District Governing Board is empowered by California Education Code section 35160 and former section 39500 to exchange real property with the Park District upon such terms as the Parties may agree; and

WHEREAS, the Parties desire that the District transfer ownership to the Park District of the School District Exchange Property that has not been in use by the School District since 2013 and that is not needed by the District, in exchange for the Park District transferring ownership to the District of the Park District Exchange Property (the “Property Exchange”); and

WHEREAS, the School District is building a new school in a lot adjacent to the Park District Exchange Property and, after the new school is constructed, the Park District Exchange Property will not be accessible to the public without crossing over the School District Property; and

WHEREAS, the School District Exchange Property and Park District Exchange Property each qualify as “exempt surplus land” under California Government Code Section 54221(f)(1)(C) and (D); and

WHEREAS, at its meeting on _____, 2025, the School District’s Board adopted a resolution authorizing the Property Exchange in accordance with Education Code section 35160 and former section 39500, which resolution was duly published in a newspaper of general circulation within the District for not less than once a week for three weeks; and

WHEREAS, on _____, 2025, the Park District adopted _____, authorizing the Property Exchange; and

WHEREAS, the Parties believe that the Property Exchange, as described herein and in the attached Exhibits, is in the best interest of both Parties and in the public’s best interest.

NOW, THEREFORE the Parties agree as follows:

TERMS, CONDITIONS, AND COVENANTS

**ARTICLE I
EXCHANGE AGREEMENT**

- 1.01 Recitals. The above Recitals are incorporated herein and made a part of the Agreement as if set forth in full.
- 1.02 Property Exchange. Subject to the terms and provisions of this Agreement, the Park District agrees to convey the Park District Exchange Property to the School District in exchange for the School District Exchange Property and the School District agrees to convey the School District Exchange Property to the Park District in exchange for the Park District Exchange Property. The conveyances agreed to herein include all right, title and interest in and to the Park District Exchange Property and the School District Exchange Property, respectively (collectively, the “Exchanged Properties”). Park District shall be granted the right to use School District’s water from the adjacent School District property for the purpose of irrigating the School District Exchange Property for up to twenty-four (24) months from the Effective Date for Ten and 00/100 Dollars (\$10.00) per month. This time will allow the Parties to identify and agree on a long-term solution for the continued irrigation of the School District Exchange Property.
- 1.03 Total Consideration. The total consideration for the conveyance of the Park District Exchange Property consists of the School District Exchange Property and the performance of the terms and conditions of this Agreement. The total consideration for the conveyance of the School District Exchange Property consists of the Park District Exchange Property and the performance of the terms and conditions of this Agreement. Except as to any costs contemplated by this Agreement, there will be no cost to either the Park or the District in connection with the conveyances of the Exchanged Properties.
- 1.04 Investigations; Exchanged Properties Conveyed in “As Is” Condition.

- (a) Park District hereby acknowledges that it has been given a full opportunity to inspect and investigate each and every aspect of the School District Exchange Property, either independently or through agents of Park District's choosing, including, without limitation:
 - (i) All matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes;
 - (ii) The physical condition of the School District Exchange Property, including, without limitation, the presence or absence of Hazardous Substances (as defined below), and all other physical and functional aspects of the District Exchange Property;
 - (iii) Any easements and/or access rights affecting the School District Exchange Property; and
 - (iv) All other matters of material significance affecting the School District Exchange Property.

- (b) School District hereby acknowledges that it has been given a full opportunity to inspect and investigate each and every aspect of the Park District Exchange Property, either independently or through agents of School District's choosing, including, without limitation:
 - (i) All matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes;
 - (ii) The physical condition of the Park District Exchange Property, including, without limitation, the presence or absence of Hazardous Substances (as defined below), and all other physical and functional aspects of the Park District Exchange Property;
 - (iii) Any easements and/or access rights affecting the Park District Exchange Property; and
 - (iv) All other matters of material significance affecting the Park District Exchange Property.

- (c) The Parties understand and agree that the Exchanged Properties are being conveyed in "as is" condition and that neither Party nor any agent of either Party has made any representations, warranties or agreements to the other Party other than as contained herein, as to any matters concerning either of the Exchanged Properties including, but not limited to, the land, topography, utilities, future zoning, soil, subsoil, the purposes for which either of the Exchanged Properties may be used for development, drainage,

access to roads, proposed routes or extensions thereof, environmental laws, rules or regulations, or any other representation or warranty. Any statement not expressly contained in this Agreement shall not bind either Party, and both Parties expressly waive any right of rescission or claim for damages against the other Party or its agents by reason of any statement, representation, warranty or promise except as contained in this Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES

2.01 **Park District's Representations and Warranties.** The Park District covenants, represents and warrants the following:

- (a) Full Authority to Convey All Interest in the Park District Exchange Property. Park District has the full right, power, and authority to execute this Agreement, and any related title documents, has the full right, power, and authority to perform all of the obligations hereunder, and has the full right, power and authority to dispose of or otherwise convey the Park District Exchange Property as described herein. Park District represents that it has secured, or will secure before the Closing (as defined in Section 5.01, below) all appropriate consents that are necessary to consummate the Agreement, if any.
- (b) Compliance with Applicable Law and No Pending Litigation Involving the Park District Exchange Property. To Park District's actual knowledge, without assuming any duty of inquiry, there is no violation of federal, state, or local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with the Park District Exchange Property which would prohibit the conveyance of the Park District Exchange Property or prohibit the development or use of the Park District Exchange Property for the School District's intended purposes.
- (c) No Liens Securing Payment or Other Obligations on Park District Exchange Property. Park District warrants that, except as may be revealed in a current title report, the Park District Exchange Property is not encumbered, or will not be encumbered by the Closing, by liens securing payment, or other encumbrances, encroachments, easements, or conditions which would adversely affect the School District's use and enjoyment of the Park District Exchange Property. Except as specifically disclosed to School District in writing, Park District has not made, and shall not make without the prior written consent of School District prior to the Closing, any written commitments or agreements materially and adversely affecting the Park District Exchange Property, or any part thereof, or any interest therein, which will survive the Closing, including agreements regarding the sale, rental, management, repair, or other matters affecting the Park District Exchange Property.
- (d) No Hazardous Waste on Park District Exchange Property. To Park District's actual knowledge, without assuming any duty of inquiry, (1) the Park District Exchange

Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Park District Exchange Property, including but not limited to soil and groundwater conditions, and (2) neither Park District nor any other persons have used, generated, manufactured, stored or disposed of on, under or about the Park District Exchange Property or transported to or from the Park District Exchange Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials (“Hazardous Substances”). For the purpose of this Agreement, Hazardous Substances include, without limitation, oil, natural gas or other petroleum or hydrocarbon substances, substances defined as “hazardous substances,” “hazardous materials,” “toxic substances,” “hazardous wastes,” “extremely hazardous wastes” or “restricted hazardous wastes,” or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1317, et seq.; the California Hazardous Substance Act, Health & Safety Code Sections 28740, et seq.; the California Hazardous Waste Control Act, Health & Safety Code Sections 25100, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health & Safety Code sections 24249.5, et seq.; the Porter-Cologne Water Quality Act, Water Code Sections 1300, et seq.; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws.

- (e) Survival. Park District’s representations, warranties, and obligations under this Section 2.01 shall survive the Closing (as defined in Section 5.01 hereof) and shall continue in full force and effect until the second anniversary of the Closing Date (as defined in Section 5.01 hereof).

2.02 **School District’s Representations and Warranties.** School District covenants, represents and warrants the following:

- (a) Full Authority to Convey All Interest in the School District Exchange Property. School District has the full right, power, and authority to execute this Agreement, and any related title documents, has the full right, power, and authority to perform all of the obligations hereunder, and has the full right, power and authority to dispose of or otherwise convey the School District Exchange Property as described herein. The School District represents that it has secured, or will secure before the Closing (as defined in Section 5.01, below) all appropriate consents that are necessary to consummate the Agreement, if any.
- (b) Compliance with Applicable Law and No Pending Litigation Involving the School District Exchange Property. To the School District’s actual knowledge, without assuming any there is no violation of federal, state, or local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with the School District Exchange Property which would prohibit the conveyance of the

School District Exchange Property or prohibit the development or use of the School District Exchange Property for the Park District's intended purposes.

- (c) No Liens Securing Payment or Other Obligations on School District Exchange Property. School District warrants that, except as may be revealed in a current title report, the School District Exchange Property is not encumbered, or will not be encumbered at the Closing, by liens securing payment or other encumbrances, encroachments, easements, or conditions which would adversely affect the Park District's use and enjoyment of the Park District Exchange Property. Except as specifically disclosed to Park District in writing, School District has not, and shall not without the prior written consent of Park District prior to the Closing, made any written commitments or agreements materially and adversely affecting the School District Exchange Property, or any part thereof, or any interest therein, which will survive the Closing, including agreements regarding the sale, rental, management, repair, or other matters affecting the School District Exchange Property.
- (d) No Hazardous Waste on District Exchange Property. To the School District's actual knowledge, without assuming any duty of inquiry, (1) the School District Exchange Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the School District Exchange Property, including but not limited to soil and groundwater conditions, and (2) neither the School District nor any other person has used, generated, manufactured, stored or disposed of on, under or about the District Exchange Property or transported to or from the District Exchange Property any Hazardous Substances as defined in Section 2.01(d) above.
- (e) Survival. School District's representations, warranties, and obligations under this Section 2.02 shall survive the Closing (as defined in Section 5.01 hereof) and shall continue in full force and effect until the second anniversary of the Closing Date (as defined in Section 5.01 hereof).

2.03 Breach of Representations and Warranties.

- (a) Park District's Breach of Representations and Warranties. All representations and warranties made by Park District in this Agreement are material and are relied upon by School District in entering into this Agreement. All such representations and warranties shall be deemed to have been made as of the date of the execution of this Agreement, and as of the date of the Closing. Park District shall indemnify, defend with counsel, reasonably acceptable to School District, and hold School District, its officers, directors, members, employees, contractors, legal representatives, agents, affiliates, successors and assigns and each of them (the "School District Indemnified Parties") harmless from all expense, loss, liability, damages and claims, including attorneys' and experts' fees, arising out of the breach of any of the Park District's representations and warranties.
- (b) School District's Breach of Representations and Warranties. All representations and warranties made by School District in this Agreement are material and are relied upon by School District in entering into this Agreement. All such representations and warranties

shall be deemed to have been made as of the date of the execution of this Agreement, and as of the date of the Closing. School District shall indemnify, defend with counsel, reasonably acceptable to Park District, and hold Park District, its officers, directors, members, employees, contractors, legal representatives, agents, affiliates, successors and assigns and each of them (the “Park District Indemnified Parties”) harmless from all expense, loss, liability, damages and claims, including attorneys’ and experts’ fees, arising out of the breach of any of the School District’s representations and warranties.

ARTICLE III CONDITIONS PRECEDENT

The obligations of the School District and the Park District to complete this transaction pursuant to this Agreement are subject to the satisfaction, at or before the Closing (as defined in Section 5.01, below), of the conditions contained herein. The School District and Park District agree that each Party will, in good faith, endeavor to remove all said contingencies and conditions which are within the control of the respective Party. The following are conditions precedent to the performance of the Agreement:

- 3.01 All representations and warranties made by the Parties in this Agreement shall be true in all material respects as of the Closing (as defined in Section 5.01 hereof);
- 3.02 Neither Party shall be in breach or default of any of the provisions hereof;
- 3.03 Park District shall have delivered to School District an original grant deed, duly executed and acknowledged by Park District’s authorized signatory, in the form of the instrument attached hereto as Exhibit C (the “Park District Grant Deed”), and the authorized signatory for the School District shall have executed the certificate of acceptance attached thereto; and
- 3.04 School District shall have delivered to Part District a grant deed, duly executed and acknowledged by School District’s authorized signatory, in the form of the instrument attached hereto as Exhibit D (the “School District Grant Deed”), and the authorized signatory for the Park District shall have executed the certificate of acceptance attached thereto.

ARTICLE IV NOTICES

Any notice, demand, approval, consent, or other communication between the Parties will be mailed to the following addresses.

To Park:	Southgate Recreation and Park District 6000 Orange Avenue Sacramento, California 95823 Telephone: 916-428-1171 Attention: Ward Winchell, General Manager
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To District: **Sacramento City Unified School District**
5735 47th Avenue
Sacramento, California 95824
Telephone: (916) 643-7400
Attention: Lisa Allen, Superintendent

Notice may be provided by personal service, regular mail, certified mail, overnight mail with proof of delivery, or by email provided receipt is acknowledged. Notice will be effective upon receipt. By written notice to the other, either Party may change its mailing address or correspondence information.

ARTICLE V CLOSING

- 5.01 Closing. The “Closing” or “Closing Date” shall mean the date upon which the grant deeds transferring title to the Exchanged Properties to the District and the Park, respectively, are recorded with the Sacramento County Recorder. The Parties will cooperate in good faith to coordinate the concurrent recording of the School District Grant Deed and the Park District Grant within thirty (30) days of the Effective Date of this Agreement, or as may be extended by mutual written agreement of the Parties. In any event, the Closing shall only occur after all conditions set forth in this Agreement have been satisfied or waived.
- 5.02 Failure to Close. If either Party determines that any or all conditions set forth in this Agreement for the Closing cannot be met, then this Agreement may be terminated, and the Property Exchange cancelled, without penalty, by written notice provided to the other Party. Upon such termination and cancellation, the Parties shall have no further obligations to one another. The Parties hereby waive any and all claims for additional compensation in connection with any termination of this Agreement and cancellation of the Property Exchange pursuant to this Section.
- 5.03 Each Party Shall Bear its Own Costs. Each Party is responsible for its own costs, fees, and charges necessary to complete the Property Exchange contemplated under this Agreement.

ARTICLE VI MISCELLANEOUS PROVISIONS

- 6.01 Binding Effect. This Agreement is binding upon the heirs, successors, and assigns of the Parties. No Party may assign its rights or obligations under this Agreement without the express written consent of the other Party, as applicable, which may be granted or denied in their sole discretion.
- 6.02 Waiver of Provisions. The waiver by the School District or the Park District, of any breach by the School District or Park District as the case may be, of any term, covenant or condition contained in this Agreement, will not be deemed to be a waiver of any subsequent breach by the School District or the Park District, as the case may be, of the

same or of any other term, covenant or condition contained in this Agreement. Waiver of any provision of this Agreement must be in writing.

- 6.03 Commissions. Each Party represents to the other Party that it has not retained, nor is it obligated to, any person or entity for brokerage, finder's or similar services in connection with the transactions contemplated by this Agreement, and that no commission, finder's fee or other brokerage or agent's compensation can be properly claimed by any person or entity based upon the acts of such Party with regard to the transactions which are the subject matter of this Agreement. Each Party shall indemnify, defend and hold harmless each other Party from and against all obligations, liabilities, claims, damages, costs, expenses and fees (including reasonable attorneys' and experts' fees and costs) arising from or related to such Party's breach of the foregoing representation and warranty, and such indemnity obligations shall survive the Closing, or the earlier termination of this Agreement, as applicable.
- 6.04 Further Documents. The Parties hereto agree to make, execute and deliver such documents and undertake such other and further acts as may be reasonably necessary or convenient to carry out this Agreement and its purpose and intent.
- 6.05 Entire Agreement. This Agreement, plus such ancillary agreements as may be executed by the Parties in connection with this Agreement, sets forth the entire Agreement between Park District and the School District and supersedes any and all prior negotiations and agreements, written or oral, concerning or relating to the conveyance of the Park Exchange Property and District Exchange Property.
- 6.06 Invalidity of Any Provision. If any provision of this Agreement as applied to either Party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same will in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.
- 6.07 Amendments in Writing. No addition to or modification of any provision contained in this Agreement will be effective unless fully set forth in writing and signed by both Parties hereto.
- 6.08 Time is of the Essence. Time is of the essence in this Agreement and each and every provision hereof. Although time is of the essence in this Agreement, this provision will not cause an automatic forfeiture and will be construed in accordance with traditional principles of equity.
- 6.09 Governing Law. The laws of the State of California will govern all questions with respect to the construction of this Agreement and the rights and liabilities of the Parties. Any suit or proceeding relating to this Agreement shall be brought only in Sacramento County, California.

- 6.10 Headings. Headings in this Agreement are solely for the convenience of the Parties and are not to be construed as enlarging or limiting the language following said headings.
- 6.11 Construction. Whenever the context of this Agreement requires, the singular will include the plural and the masculine, feminine and neuter will include the others. This Agreement will not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared this Agreement. This Agreement consists of not only this Agreement but also any and all related documents necessary to consummate the Property Exchange.
- 6.12 Legal Costs. If either Party to this Agreement shall take any action to enforce this Agreement or bring any action or commence any arbitration for any relief against the other Party, declaratory or otherwise, arising out of this Agreement, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' and experts' fees and costs incurred in taking such action, bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' and experts' fees and costs incurred in enforcing such judgment. The amount of attorneys' and experts' fees and costs due hereunder shall be determined by a court of competent jurisdiction and not by a jury. For the purposes of this Section, attorneys' and experts' fees and costs shall also include, without limitation, fees and costs incurred in the following: (a) post-judgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examinations; (d) discovery; and (e) bankruptcy litigation; and (f) appeals.
- 6.13 Execution in Counterparts. The execution this Agreement, may be made in counterparts such that each document, when all signatures are appended together, will constitute a fully executed original or copy thereof. The Parties agree that an electronic copy of a signed document, or an electronically signed document, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed document" refers to a transmission by a facsimile, electronic, mail, or other electronic means of a copy of an original signed document in a portable document format. The term "electronically signed document" means a document that is executed by applying an electronic signature.
- 6.14 Calendar Days. All time limits and related provisions herein will be counted in calendar days unless otherwise specifically provided. If a deadline contemplated by this Agreement falls on a Saturday, Sunday, or a legal holiday, then the deadline shall be extended to the next business day.
- 6.15 Exhibits Incorporated by Reference. All Exhibits attached to this Agreement are hereby incorporated into the Agreement by this reference as if set forth in full.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

WHEREFORE, the School District and the Park District, by their signatures below, enter into this Agreement as of the Effective Date.

THE PARK DISTRICT:

SOUTHGATE RECREATION AND PARK DISTRICT

By: _____

Name: Ward Winchell

Title: General Manager

THE SCHOOL DISTRICT:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

EXHIBIT A-1

Legal Description of School District Exchange Property

The real property referred to herein as the School District Exchange Property is situated in the City of Sacramento, County of Sacramento, State of California, and described as follows.

Lot 7 and a portion of Lot 6, Amended Plat of Hunger Tract No. 1, as shown on that certain Record of Survey filed on March 11, 1960 in Book 15 of Surveys, Map No. 42, Official Records of Sacramento County, which comprise that portion of the Southeast 1/4 of Section 20, Township 8 North, Range 5 East, M.D.B. & M., described as follows:

Beginning at a 3 by 3 inch stake marking the Northwest corner of Clauss and Kraus property according to a survey filed in the office of the County Recorder of Sacramento County, May 23, 1929, in Book 3 of Surveys, Map No. 35, said stake being also located on the South line of Lot 2821 of Sacramento Heights recorded in the office of the Recorder of Sacramento County, July 30, 1904 in Book 5 of Maps, Map No. 50 and located Westerly 49.5 feet from the Southeast corner thereof; thence, along a fence line marking the West line of said Clauss and Kraus property, South 0° 30' East 272.00 feet to the North line of Perry Avenue, 40 feet in width; thence, along said Perry Avenue, South 89° 45' West 226.98 feet; thence North 0° 29' West 272.00 feet to the South line of said Sacramento Heights; thence North 89° 45' East 226.88 feet to the point of beginning containing 1.417 acres, more or less .

APN: 022-0051-021-0000

EXHIBIT A-2

**Depiction of School District Exchange Property
(Parcel Number 022-0051-021-0000)**

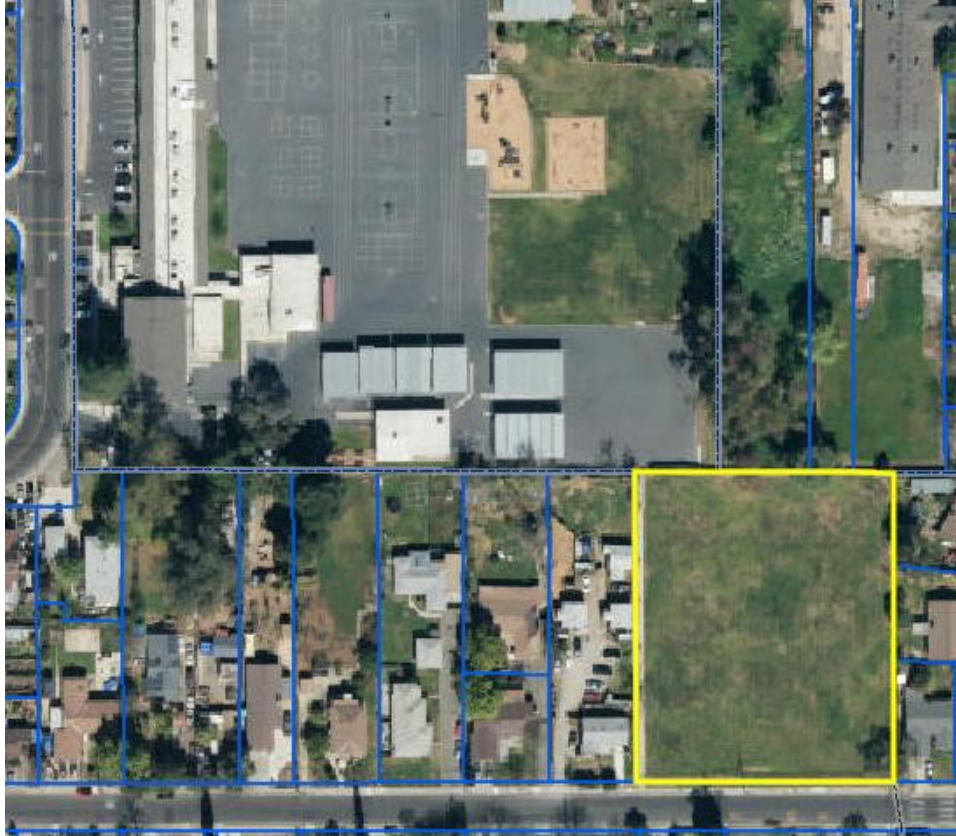


EXHIBIT B-1

Legal Description of Park District Exchange Property

The real property referred to herein as the Park District Exchange Property is situated in the County of Sacramento, State of California, and described as follows, to wit:

A portion of those certain parcels of land in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 29, Township 8 North, Range 5 East., M.D.M as conveyed to the State of California by Deeds dated (1) March 14, 1955, recorded June 2, 1955 in Volume 2845 at page 556, and (2) June 14, 1954, recorded July 27, 1954 in Voume 2645 at page 130.

Said portion is all that part of said parcels that lies Northerly from the following described line:

Beginning on the Easterly line of that certain parcel of land acquired by Ded no. 1 referred to hereinabove, said point also being distant S. $40^{\circ} 47' 04''$ East 1100.07 feet from the 60-penny nail marking the intersection of 43rd Avenue and 40th Street. Saind point also being distant 595.00 feet Northeasterly, measured at right angles from the "B4" line at Engineer's Station "B4" 6542+40 P.O.T of the Department of Public Works' 1953 Survey from, 2 miles South of Florin Road to 30th and "u" Streets in Sacramento, Road III-Sac-4-B, Sac; Thence from said point of beginning North $54^{\circ} 40' 23''$ West 199.81 feet; thence South $86^{\circ} 23' 10''$ West 196.09 feet; thence North $82^{\circ} 59' 33''$ West 150.08 feet; thence North $38^{\circ} 20' 53''$ West 207.42 feet; thence North $22^{\circ} 58' 22''$ West 100.00 feet to a point that is 120.00 feet Northeasterly, measured at right angles from the aforesaid "B4" line at Engineer's Sation "B4" 468+50, containing 1.59 acres more or less.

LESS APN 037-0252-002 Parcel Eighteen from Doc # 202002051557

All that portion of real property as described in that Resolution filed for record on January 10, 1964 in Volume 4860 of Official Records at page 175, Sacramento County Records, situate in the Southeast Quarter of the Southwest Quarter of Section 29, Township 8 North, Range 5 East, Mount Dia blo(sic) Base and Meridian, being more particularly described as follows:

Beginning at the Southeast corner of Lot 90 as shown on the Map of Camellia Park filed for record on November 12, 1910 in Volume 11 of Maps at page 15, Sacramento County Records; thence South $89^{\circ} 13' 44''$ West 209.55 feet along the South line of said Lot 90 to the intersection of the Easterly line of State Highway 99; thence along said Easterly line South $22^{\circ} 58' 22''$ Erast 38.38 feet; thence South $39^{\circ} 05' 47''$ East 56.68 feet; thence leaving said East line North $89^{\circ} 13' 44''$ East 65 feet; thence North $00^{\circ} 30' 58''$ West 45.00 feet; thence North $89^{\circ} 13' 44''$ East 94.54 feet to the intersection of West line f the 20.00 foot half width of 41st Street; thence along said West line North $00^{\circ} 30' 58''$ West 35.00 feet to the point of beginning.

APN 037-0252-001, 037-0261-025

EXHIBIT B-2

**Depiction of Park District Exchange Property
(Parcel Numbers 037-0261-025-0000 and 037-0252-003-0000)**



EXHIBIT C

Approved Form of the Park District Grant Deed

[The approved form of the Park District Grant Deed follows.]

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT
Serna Center
5735 47th Avenue
Sacramento, CA 95824**

**No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922**

APNs: 037-0261-025-0000; 037-0252-003-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, SOUTHGATE RECREATION AND PARK DISTRICT, a California independent special district,

hereby GRANTS to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a California public school district,

all right, title and interest in that certain real property situated in the City of Sacramento, County of Sacramento, State of California, more particularly described as follows:

That real property more particularly described in **Exhibit B-1 and Exhibit B-2** attached hereto and incorporated herein by this reference.

SOUTHGATE RECREATION AND PARK DISTRICT,
a California independent special district

By: _____
Name: Ward Winchell
Title: General Manager

Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____, notary public,
date name of notary officer

personally appeared _____,
name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary

-----OPTIONAL SECTION-----

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
 CORPORATE OFFICER(S)

- Title(s)
 PARTNER(S) LIMITED
 GENERAL

- ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

**SIGNER IS REPRESENTING:
 Name of Person(s) or entity(ies)**

OPTIONAL SECTION:

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT: _____
 NUMBER OF PAGES _____ DATE _____
 SIGNER(S) OTHER THAN NAMED ABOVE _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the City of Sacramento Unified School District, a California public school district (the "School District"), is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. _____ of the Board of the School District adopted on _____, 2025 and the School District, as Grantee, consents to recordation of said deed by its duly authorized officer.

By: _____

Dated: _____, 2025

Name: _____

Title: _____

EXHIBIT D

Approved Form of the School District Grant Deed

[The approved form of the School District Grant Deed follows.]

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**SOUTHGATE RECREATION AND
PARK DISTRICT
6000 Orange Avenue
Sacramento, CA 95823**

No Fee Document - Per Government Code 27383
No Document Transfer Tax - Per R & T Code 11922

APN: 022-0051-021-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a California public school district,

hereby GRANTS to SOUTHGATE RECREATION AND PARK DISTRICT, a California independent special district,

All right, title and interest in that certain real property situated in the City of Sacramento, County of Sacramento, State of California, more particularly described as follows:

That real property more particularly described in **Exhibit A-1 and Exhibit A-2**, attached hereto and incorporated herein by this reference.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
a California public school district

By: _____

Date: _____

Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____, notary public,
date name of notary officer

personally appeared _____,
name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

-----OPTIONAL SECTION-----

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

Title(s)

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

**SIGNER IS REPRESENTING:
Name of Person(s) or entity(ies)**

OPTIONAL SECTION:

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT: _____
NUMBER OF PAGES _____ DATE _____
SIGNER(S) OTHER THAN NAMED ABOVE _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the Southgate Recreation and Park District, a California independent special district (the "Park District"), is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. _____ of the Board of the Park District adopted on _____, 2025 and the Park District, as Grantee, consents to recordation of said deed by its duly authorized officer.

By: _____

Ward Winchell
General Manager

Dated: _____, 2025

