

WHEN RECORDED RETURN TO

REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
10545 ARMSTRONG AVENUE SUITE 202D
MATHER, CA 95644
MAIL CODE: 55-202D

NO FEE DOCUMENT

Okay to Accept/Date: _____

APN: _____

Project: Mather Commerce Center

THIS SPACE FOR RECORDER'S USE ONLY

COUNTY OF SACRAMENTO
PUBLIC WORKS AGENCY
REAL ESTATE DIVISION

DEED OF EASEMENT FOR PUBLIC UTILITIES

The Department of Veterans Affairs, acting for and in behalf of the United States of America, hereinafter referred to as the Government, under and by virtue of the authority contained in 40 United States Code 319 (76 Stat. 1129), having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, for and in consideration of the payment of \$1.00 One Dollar, the receipt and sufficiency of which is hereby acknowledged, without covenant or warranty of any kind and subject to the conditions hereinafter stated, an easement and right of way to the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as the Grantee, its successors and assigns, on and over the following described premises, herein referred to as "said facilities", to be on, over, under, upon, across or through a portion of Mather VA Medical Center, which the undersigned owns or in which the undersigned has an interest, in the County of Sacramento, State of California. The easement is granted for the purpose of the grantee planting and maintaining trees, installing, operating, upgrading, maintaining, repairing, replacing, reconstructing, electroliers, traffic control devices, water and gas pipes, sewer and drainage lines, and for overhead and underground wires and conduits for electric, television and telephone services, and for other public utilities, together with any and all appurtenances, to wit:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" MAP, ATTACHED HERETO AND MADE A PART HEREOF.

The Easement is granted subject to the following conditions and provisions:

1. That the Government reserves the rights for all purposes across, over, or under the easement area herein described; such rights, however, to be exercised in a manner which will not create undue interference with the use and enjoyment by the Grantee of said easement; provided, that any construction by the Government in connection with the rights so reserved shall be at the expense of the Government.

RED File: _____

LOG NO. _____

2. That said facilities shall be installed, operated, maintained, upgraded, reconstructed, repaired, and replaced by the Grantee, within the easement area without cost to the Government, and subject to written notification of the Government official having immediate jurisdiction over the property. The Grantee shall replace, repair, restore, or relocate any property of the Government affected or damaged directly or indirectly by the construction, reconstruction, installation, operation, maintenance, and replacement of said facilities all to the satisfaction of the Government official having immediate jurisdiction over the property.
3. That no mining operations shall be conducted on the premises described above. No minerals shall be removed therefrom except such as are reasonably necessary incident to the utilization of the described premises for the purpose for which the easement is granted.
4. That the Grantee will indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly or indirectly from the privileges herein granted.
5. The Grantee does, by the acceptance of this instrument, covenant and agree for itself, its assigns, and its successors in interest in property herein conveyed, or any part thereof:

- (a) That it is now complying and will continue to comply with Title VI of the Civil Rights Act of 1964 and all the requirements imposed by or pursuant to the regulations of the Department of Veterans Affairs issued pursuant to that Title, and that the easement and its appurtenant areas and facilities, whether or not on the property herein involved, will operated in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued there under by the Department of Veterans Affairs and in effect on the date of this instrument, all the end that no person in the United States shall on the ground of race, color, religion or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activities provided thereon; and,
- (b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also to lessees and sub-lessees and licensees doing business or extending services under contractual or other arrangements on the interest in property herein conveyed.

6. The Grantee certifies that the legal description of the subject easement, as described above on Exhibit A and depicted by Exhibit "B", were obtained or verified by actual measurements in the field conducted by a registered and competent survey and that every effort has been made to furnish complete and accurate information.

IN WITNESS WHEREOF the Department of Veterans Affairs has caused this Deed of Easement to be executed in
CITY OF WASHINGTON this 3rd day of July, 2002.

DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,
 Acting by and through the Secretary,
 Department of Veterans Affairs

ON THIS 3 day of July, 2002, before me, a Notary Public in and for said District of Columbia, personally appeared George S. ..., well known, and known by me to be The ..., whose name is subscribed to the within instrument and, whom Leader has acknowledged that he has freely executed the same as a voluntary act and deed.

[SEAL]

Dennis W. Callahan

DENNIS W. CALLAHAN
 NOTARY PUBLIC DISTRICT OF COLUMBIA
 MY COMMISSION EXPIRES FEB 28, 2006.

Notary Public
 District of Columbia

My commission expires: _____

Exhibit 'A' Legal Description

An EASEMENT for planting and maintaining trees, electroliers, traffic control devices, water and gas pipes, sewer and drainage lines, and for overhead and underground wires and conduits for electric, television and telephone services, and for other public utilities, together with any and all appurtenances pertaining thereto, upon, over, under and across that certain real property in the County of Sacramento, State of California, being a portion of that Record of Survey filed in Book 57 of Surveys, Map Number 25 on file in the Office of the Recorder of Sacramento County, California, bounded and described as follows, to-wit:

Beginning at a 3/4" steel pin located at the southeasterly corner of that parcel of real property shown as belonging to the United States of America on that Record of Survey filed in Book 57 of Surveys, Map Number 25 on file in the Office of the Recorder of Sacramento County, California; thence along the easterly line of said real property, N 00°37'38" W, 242.27 feet to a 3/4" steel pin shown at the northeasterly corner of said real property, said pin also being on the northerly line of the former Mather Air Force Base; thence along said northerly line, S 89°16'20" W, 32.00 feet to the true point of beginning; thence S 00°37'38" E, 205.41 feet parallel with the easterly line of said real property; thence along the arc of a curve concave to the northwest and having a radius of 25.00 feet and a chord of S 42°24'16" W, 34.12 feet; thence N 04°33'51" W, 12.50 feet; thence along the arc of a concave to the northwest, having a radius of 12.50 feet and a chord of N 42°24'16" E, 17.06 feet; thence parallel with the easterly line of said real property, N 00°37'38" W, 205.39 feet; thence along the northerly line of the former Mather Air Force Base, N 89°16'20" E, 12.50 feet to the true point of beginning.

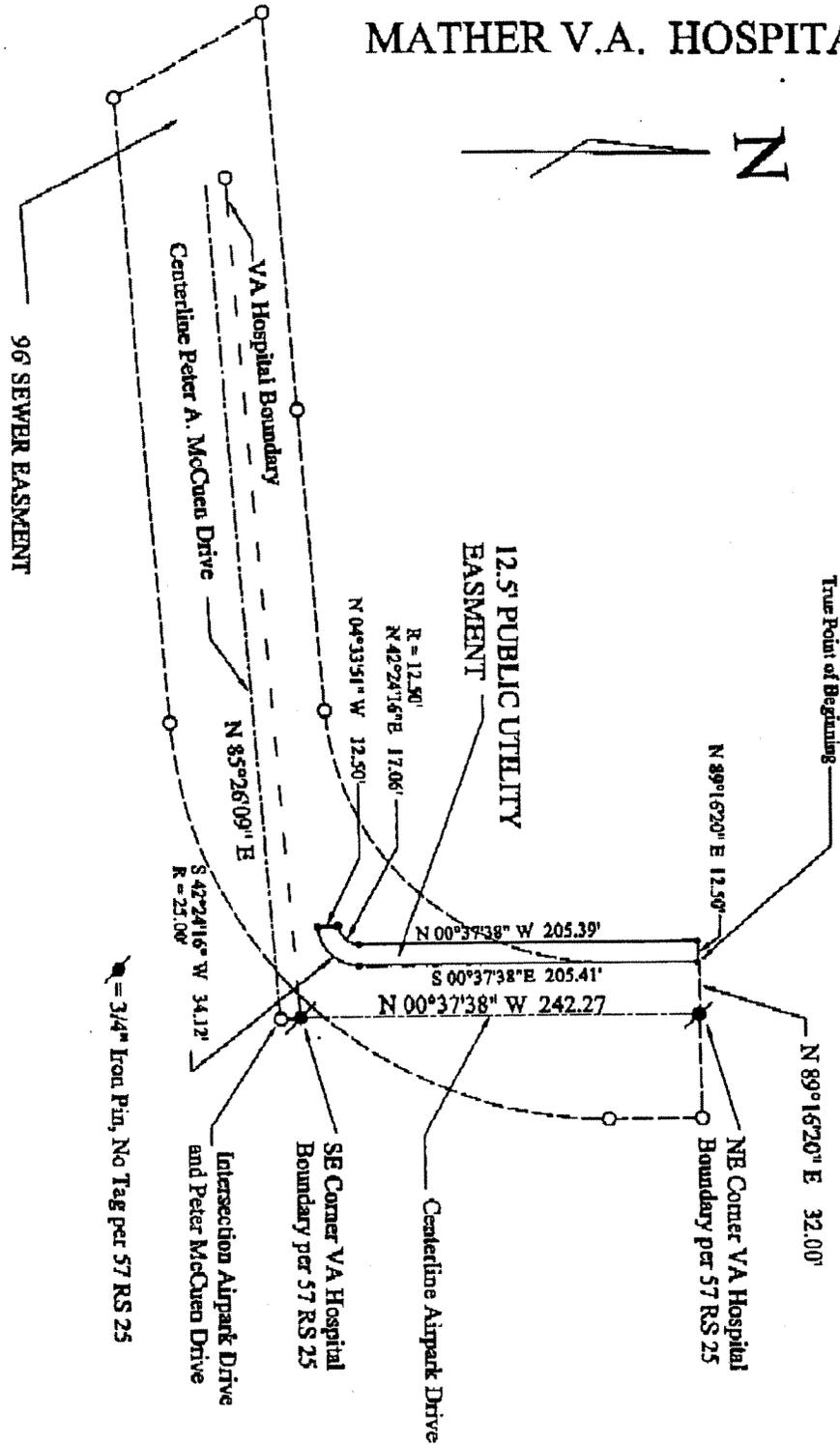
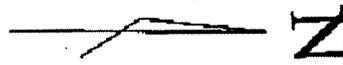
Kevin D. Burgess LS 6718

Date 04/09/02

Kevin D. Burgess



MATHER V.A. HOSPITAL P.U.E.



COUNTY OF SACRAMENTO
 PUBLIC WORKS AGENCY
 DEPT. OF CO. ENGINEERING
 TECHNICAL SERVICES, SURVEYS
 Not to Scale Drawn: KDB Date:04/03/02

EXHIBIT MAP A

MATHER COMMERCE CENTER AIRPARK DR. PUE SCHEMATIC

NE Corner VA Hospital
Boundary per 57 RS 25

12.5' P.U.E.



Centerline Airpark Drive

82.00' / 64.00'

12.5' P.U.E.

64.00' ROAD
EASEMENT

SE Corner VA Hospital
Boundary per 57 RS 25

Centerline 72" Interceptor Pipe

R=25'

12.5' P.U.E.

Centerline of 72" interceptor
(C.L. McCUEN Blvd.)

Centerline Peter A. McCuen Blvd.

VA Hospital Boundary

R=350'

N 85°33'31" E

R.O.W.

R.O.W.



SCALE: 1" = 100'