



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1m

Meeting Date: June 6, 2024

Subject: Approve Delta Shores School Site Land Reservation Agreement

- 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:

The Superintendent is recommending the Board approve the Delta Shores School Site Land Reservation Agreement.

Background/Rationale:

The School Site Reservation agreement provides the District with the option to purchase a 9.88 acre school site within the bounds of the Delta Shores project. This agreement is between the District and Jen California 27 LLC., the current owners of the property.

This agreement is based on the provisions of Government Code section 66479, et seq., which allow for the reservation of a school site and an agreement to purchase the school site to be entered into at the approval of final map for the development. The statute provides that the District will have 2 years from the completion of improvement and acceptance by the city to acquire the property and the value of the property shall be pegged to the filing of the tentative map for the project. The agreement does not require the District to purchase property, it only provides the District with the option to do so.

Financial Considerations: N/A

LCAP Goal (s): Operational Excellence

Documents Attached:

1. Sacramento City Unified School District School Site Land Reservation Agreement

Estimated Time of Presentation: N/A

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
SCHOOL SITE RESERVATION AGREEMENT**

P R E A M B L E

THIS SCHOOL SITE RESERVATION AGREEMENT (“**Agreement**”) shall be effective as of _____, 2024 (“**Effective Date**”), and is entered into by and between SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a public school district in the State of California (“**District**”), on the one hand, and JEN CALIFORNIA 27 LLC, a California limited liability company (“**Owner**”), on the other. For purposes of this Agreement, the term “**Party**” shall refer to either the District or the Owner, and the term “**Parties**” shall refer to the District and Owner, collectively.

R E C I T A L S

A. WHEREAS, the Owner and others have proposed the Delta Shores Master Planned Development (“**Master Plan**”), the land use diagram for which is attached hereto as **Exhibit A** and made a part hereof. The Master Plan affects approximately 800 acres of land located in the City of Sacramento (“**City**”) within the boundaries of the District. As shown on **Exhibit A**, the proposed Master Plan provides for 3,859 residential units, consisting of single-family residential units, multi-family residential units, non-residential uses including commercial, office and business park development, various public and quasi-public facilities, school facilities, parks, and open space.

B. WHEREAS, on January 13, 2009, the City approved and filed a Large Lot Tentative Map for the Master Plan as depicted in **Exhibit B** (“**Project**”), which included a condition of approval requiring reservation of a 9.98 net acre school site within the Project boundaries as depicted in **Exhibit C** (“**School Site**”).

C. WHEREAS, Owner, as the fee title holder for the property underlying the Project, is in the process of filing a final map for the Project with the City (“**Final Map**”).

D. WHEREAS, as a part of the Final Map process and according to Government Code sections 66479, *et seq.*, the Owner desires to reserve the School Site on its Final Map and to grant to the District and the District desires to receive a reservation of the School Site.

E. WHEREAS, the Parties understand and acknowledge that there is no obligation for the District to purchase the School Site.

F. WHEREAS, Government Code sections 66479, *et seq.*, provides the District with the right to purchase the School Site within two (2) years of completion and acceptance of improvements constructed to the School Site boundary to serve the School Site, or the reservation will be relinquished.

G. WHEREAS, the Parties agree and acknowledge nothing in this Agreement will impact the Owner’s, or any subsequent developer of the Property’s responsibility to pay the then applicable school facilities fees as provided Education Code sections 17620, *et seq.*, and

Government Code sections 65995, *et seq.*, or any other related or successor statutes then in effect.

NOW, THEREFORE, in consideration of the recitals set forth above, and the mutual covenants and obligations of the Parties set forth herein, the Parties agree to the following terms and provisions.

AGREEMENT

ARTICLE I SCHOOL SITE RESERVATION

Section 1.1 Reservation of School Site. The Parties acknowledge that the School Site is to be reserved for the District's benefit and option to purchase for three years from the date of completion and acceptance of the improvements. The Parties further agree and acknowledge that this Agreement does not create a binding commitment on the District to purchase the School Site. Further, the School Site shall be subject to final approval by the California Department of Education ("CDE"). If CDE does not approve the School Site, Owner shall use its reasonable good faith efforts to assist the District in finding a different location for the School Site within the Project, including coordination of such efforts with other landowners and the City.

Section 1.2 Completion of Improvements; Time to Purchase. The Owner shall complete improvements constructed to the School Site boundary required by the City to serve the School Site and shall notify District when such improvements have been completed and accepted by City. District shall purchase the School Site from Owner, or successor in interest thereof, within three (3) years of the completion and acceptance of improvements by the City, after which time this Agreement shall automatically terminate ("**Termination Date**"). District shall provide at least six (6) months' notice in advance of the Termination Date of its intent to open and close an escrow and complete its purchase of the School Site ("**Notice of Intent**"). If the District has not completed its purchase of the School Site within the time set forth in this Section 1.2, the District's option to purchase shall expire. If the District does not complete its purchase of the School Site within such time period or declines in writing to purchase the School Site, this Agreement shall immediately and automatically terminate, and Owner shall be under no further obligation to sell the School Site to the District. Upon such termination, the District shall execute and deliver to Owner a written release of: (a) this Agreement and the Reservation of the School Site, and (b) any Memorandum that has been recorded as provided in Section 2.1, below.

Section 1.3 Purchase Price. If the District provides its Notice of Intent as set forth in Section 1.2, the Parties shall mutually agree upon a purchase price for the School Site. The purchase price for the School Site shall be calculated as set forth in Government Code section 66480 as the section exists as of the Effective Date ("**Purchase Price**"). For the purposes of calculating the Purchase Price, the date of tentative map filing shall be January 13, 2009, as the date the initial tentative map for the Master Plan was filed with the City. The date of reservation shall be the Effective Date. If the Parties are unable to agree upon the Purchase Price, the Parties shall select an appraiser agreeable to both Parties, whose opinion shall be binding upon the Parties. In the event the Parties are unable to agree upon an appraiser, each Party shall submit an

appraisal prepared at their own cost to a third party, neutral appraiser jointly selected by the Parties' appraisers, and that third party neutral appraiser shall either select one of the submitted appraisals or shall calculate their own appraisal value, which shall not be lower than the lowest, nor higher than the highest, of the two submitted appraisals. The neutral appraiser's determination shall be final as between the Parties.

Section 1.4 Transfer of the School Site. If the District has timely provided the written Notice of Intent to Owner, the Parties shall reasonably cooperate with each other to prepare and execute all documents necessary to close escrow and complete the transfer consistent with the terms of this Agreement.

ARTICLE II MISCELLANEOUS PROVISIONS

Section 2.1 Agreement Runs With Land. Subject to the limitations set forth herein, the covenants of this Agreement shall run with the land constituting the School Site. Owner agrees for the benefit of District that the School Site, as described in **Exhibit C** hereto, shall be held, transferred, and encumbered subject to the provisions of this Agreement which are for the use and benefit of the District, the Owner, the Project and of each and every person who now or in the future owns any portion or portions of the School Site. Either Party to this Agreement may cause the Memorandum of Agreement attached hereto as **Exhibit D** to be recorded with the Recorder's Office of Sacramento County, and shall reasonably cooperate to prepare or provide any further documents and signatures necessary for the recording of the terms of this Agreement.

Section 2.2 Disputes. If a dispute arises relating to the interpretation of, enforcement of, or compliance with the terms of this Agreement, the Parties shall first attempt to resolve such dispute through informal discussions or other alternative means. Any Party may convene such discussions by written notice and shall reasonably accommodate the other Party with respect to scheduling any such discussion. If the dispute is not resolved within thirty (30) days of such written notice, it shall be referred to mediation upon the request of either Party for a period not to exceed an additional thirty (30) days. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review. However, compliance with this process does not waive any Party's obligation to comply with, or right to assert as a defense, any applicable statutes of limitation. The Parties may agree in writing to toll any applicable statutes of limitation for such period as may reasonably be necessary to complete the dispute resolution process outlined in this section.

Section 2.3 Successors and Assignees. All terms and conditions of this Agreement shall be binding upon all successors-in-interest, including without limitation, purchasers of all or any part of the School Site. If Owner transfers title to all or a portion of the School Site to a successor or assign, then such successor or assign shall be required to fulfill Owner's obligations under this Agreement for that certain portion of the transferred School Site, and Owner shall be released from the obligations under this Agreement which apply to the transferred portion of the School Site. For that portion of the School Site that is not transferred, Owner's obligations under this Agreement shall remain in full force and effect. Prior to any such transfer or assignment,

Owner shall also notify the District in writing of the name of the successor or assign and all appropriate contact information for the District's records.

Section 2.4 Headings. The headings of this Agreement are for convenience purposes only and shall not limit or define the meaning of the provisions of this Agreement.

Section 2.5 Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California applicable to contracts to be performed wholly within this State. Any dispute arising from the terms and conditions of this Agreement shall be heard by a court of competent jurisdiction located within Sacramento County.

Section 2.6 Attorneys' Fees and Costs. In the event of any legal proceeding or alternative dispute resolution proceeding, including any lawsuit, action, or proceeding in law or equity, arising out of or relating to, this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs arising from the proceeding.

Section 2.7 Construction. The singular includes the plural, "shall" is mandatory, and "may" is permissive. The Parties acknowledge and agree the each of the Parties and each of the Parties' attorneys have participated fully in the negotiation and drafting of this Agreement. In cases of uncertainty as to the meaning, intent, or interpretation of any provision of this Agreement, the Agreement shall be construed without regard to which of the Parties caused, or may have caused, the uncertainty to exist. No presumption shall arise from the fact that a particular provision was or may have been drafted by a specific Party, and no prior versions or drafts of this Agreement may be used to interpret the meaning or intent of this Agreement or any provision thereof.

Section 2.8 Notices. Any notice to be given hereunder to either Party shall be in writing and shall be given either by personal delivery (including express or courier service), by receipt-confirmed facsimile, or by registered or certified mail, with return receipt requested and postage prepaid (excluding electronic messaging) and addressed as follows:

To District:

Sacramento City Unified School District
ATTN: SUPERINTENDENT
5735 47th Ave.
Sacramento, CA 95824-4528

With a copy to Legal Counsel:

Anne Collins
LOZANO SMITH
One Capitol Mall, Suite 640
Sacramento, CA 95814

To Owner:

JEN California 27 LLC
1478 Stone Point Drive, Ste 100
Roseville, CA 95661
Attn: Clifton Taylor

Section 2.9 No Joint Venture. The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create any agency, partnership, joint venture, trust or other relationship with duties or incidents different from those of parties to an arm's-length contract.

Section 2.10 No Further Assurances. Nothing in this Agreement, whether express or implied, is intended to or shall do any of the following: (a) confer any benefits, rights or remedies under or by reason of this Agreement on any persons or entities other than the express Parties to this Agreement; (b) relieve or discharge the obligation or liability of any person not an express party to this Agreement; or (c) give any person not an express party to this Agreement any right of subrogation or action against any Party to this Agreement.

Section 2.11 Time is of the Essence. Time is of the essence in the performance of each Party's respective obligations under this Agreement.

Section 2.12 Amendments and Waivers. No amendment of, supplement to, or waiver of any obligations under this Agreement shall be enforceable or admissible unless set forth in writing signed by the Party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated in a writing signed by the Parties.

Section 2.13 Entire Agreement. This Agreement sets forth the entire understanding of the Parties relating to the transactions it contemplates, and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations, or warranties relating to them except those expressly set forth in this Agreement.

Section 2.14 Severability. If any provision of this Agreement is held invalid, void, or unenforceable by a court of competent jurisdiction, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then that remaining portion of the Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties.

Section 2.15 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single document which shall be deemed an original document. The Parties agree that faxed signatures or signatures provided in electronic, portable document format (pdf) are binding and may be treated as original signatures for all purposes. Consolidated signature pages shall be compiled by District and forwarded to Owner to constitute the Owner's executed copy of the Agreement.

Section 2.16 Signatures. By signing below, each of the signatories represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the Party on whose behalf he or she is signing.

Section 2.17 Eminent Domain. Nothing in the Agreement shall prevent the District from exercising its rights of eminent domain pursuant to law.

Section 2.18 Represented by Counsel. Each Party hereto acknowledges that it has been represented by legal counsel in the negotiation, drafting, and execution of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been entered into by and between the District and the Owner as of the last date set forth below.

**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT**

By: _____
Lisa Allen, Superintendent

Date: _____, 2024

JEN CALIFORNIA 27 LLC

By:  _____
Katherine Hart Johns, Vice President

Date: May 17, 2024

EXHIBIT A

Map of Master Plan



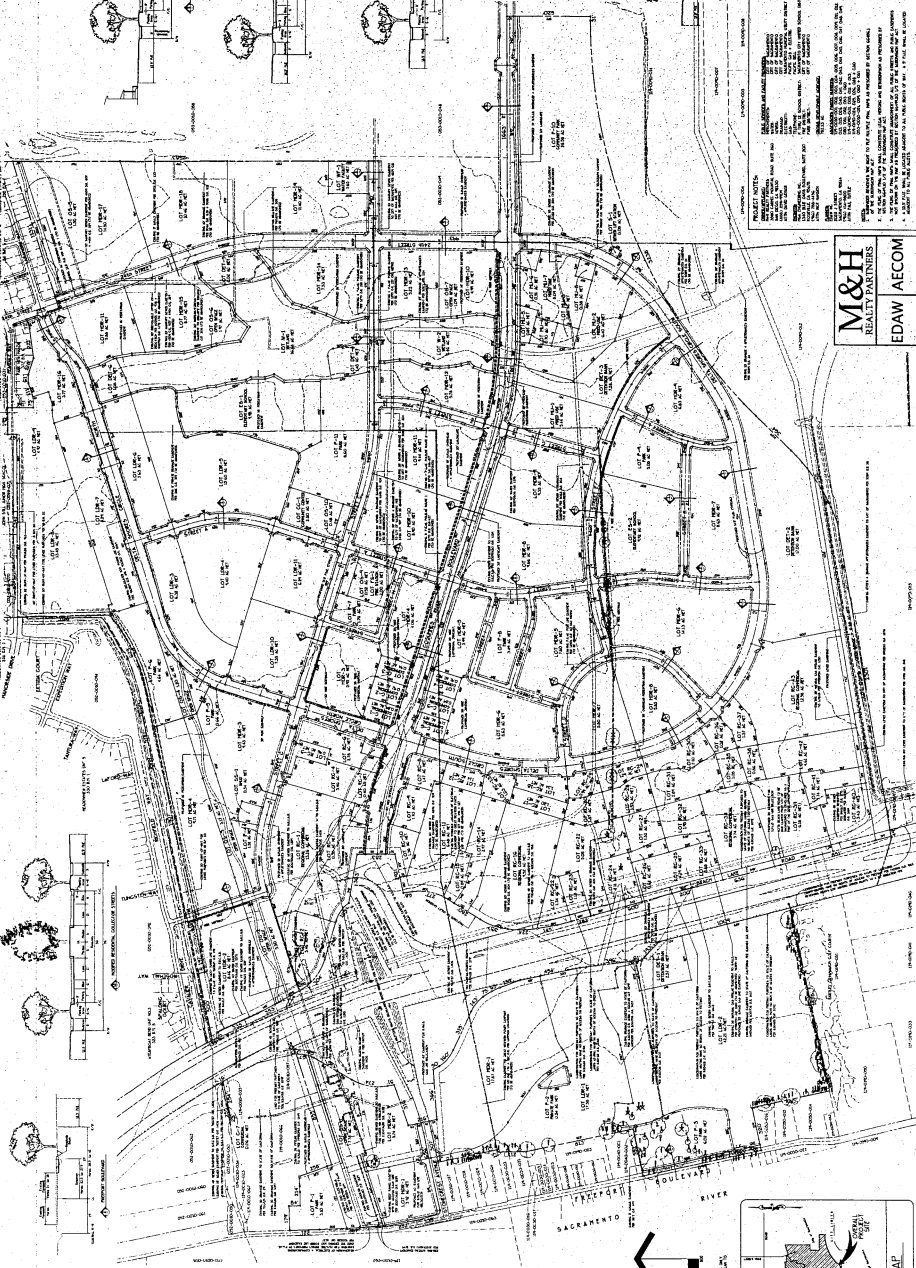
EXHIBIT B

Minor Large Lot Tentative Subdivision Map Revision for Delta Shores

DELTA SHORES

LARGE LOT TENTATIVE SUBDIVISION MAP for:
DELTA SHORES
 CITY OF SACRAMENTO, CALIFORNIA - NOVEMBER 5, 2008

MSA
 LAND CONSULTANTS



M&H REALTY PARTNERS
EDAW | AECOM

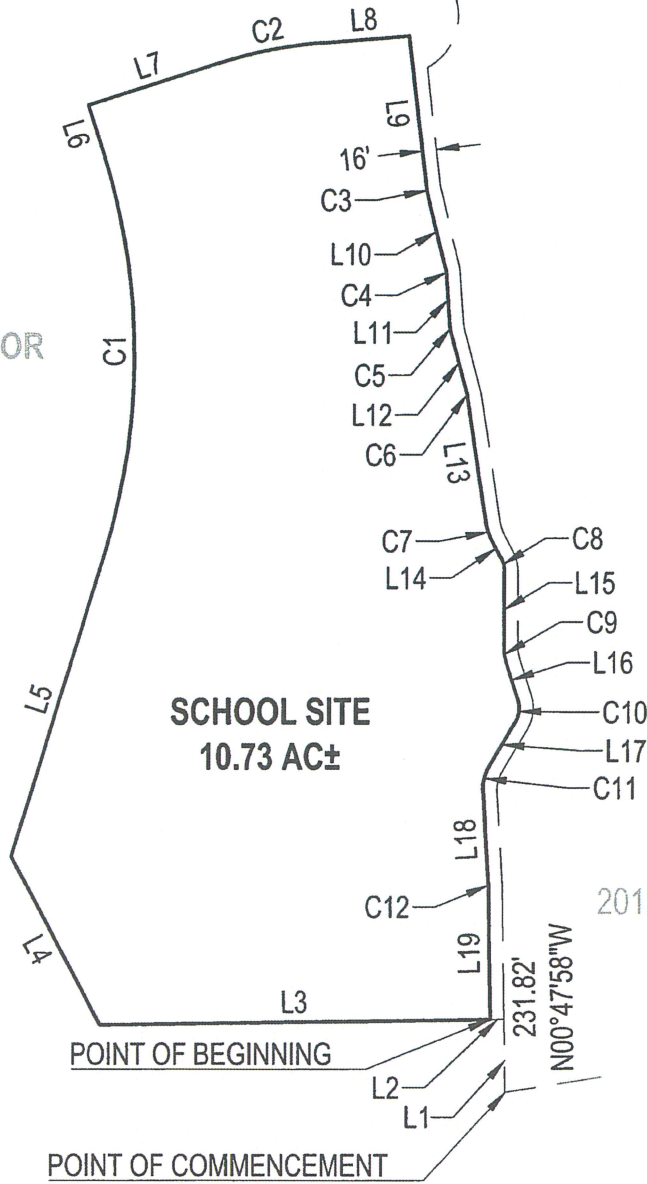
DATE OF PREPARATION: 11/05/08
 DATE OF REVISION: 11/05/08
 DRAWING NO.: 11/05/08-01
 SHEET NO.: 1 OF 1

EXHIBIT C

School Site Description and Depiction

SEE SHEETS 2 AND 3 FOR COURSE TABLES

PARCEL A
DN 201905060932 OR



4/29/2024

EXHIBIT C
PLAT TO ACCOMPANY LEGAL DESCRIPTION

SCHOOL SITE
 PARCEL A (DN 201905060932 OR)
 CITY OF SACRAMENTO, CALIFORNIA

APRIL 29, 2024

SHEET 1 OF 3



SAN RAMON ▪ (925) 866-0322
 ROSEVILLE ▪ (916) 788-4456
 WWW.CBANDG.COM
 CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

LINE TABLE		
NO	BEARING	LENGTH
L1	N00°47'58"W	81.99'
L2	S89°12'02"W	16.00'
L3	S89°12'02"W	440.16'
L4	N27°54'05"W	213.65'
L5	N17°06'24"E	356.11'
L6	N17°54'55"W	54.38'
L7	N72°05'05"E	156.77'
L8	N85°22'54"E	99.61'
L9	S06°29'29"E	173.03'
L10	S13°30'21"E	88.74'
L11	S03°59'51"E	55.52'
L12	S14°56'55"E	69.74'
L13	S08°32'51"E	146.51'
L14	S28°05'28"E	23.97'
L15	S00°00'00"E	85.86'

LINE TABLE		
NO	BEARING	LENGTH
L16	S17°32'18"E	44.91'
L17	S30°59'00"W	56.46'
L18	S03°16'23"E	104.61'
L19	S00°47'58"E	149.83'

EXHIBIT C
PLAT TO ACCOMPANY LEGAL DESCRIPTION

SCHOOL SITE
 PARCEL A (DN 201905060932 OR)
 CITY OF SACRAMENTO, CALIFORNIA

APRIL 29, 2024

SHEET 2 OF 3



CIVIL ENGINEERS

SAN RAMON ▪ (925) 866-0322

ROSEVILLE ▪ (916) 788-4456

WWW.CBANDG.COM

▪ SURVEYORS ▪ PLANNERS

CURVE TABLE					
NO	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	750.00'	35°01'19"	458.44'	N00° 24' 16"W	451.33'
C2	500.00'	13°17'49"	116.04'	N78° 44' 00"E	115.78'
C3	49.00'	7°00'53"	6.00'	S09° 59' 55"E	6.00'
C4	33.00'	9°30'31"	5.48'	S08° 45' 06"E	5.47'
C5	49.00'	10°57'04"	9.37'	S09° 28' 23"E	9.35'
C6	33.00'	6°24'04"	3.69'	S11° 44' 53"E	3.68'
C7	49.00'	19°32'37"	16.71'	S18° 19' 09"E	16.63'
C8	33.00'	28°05'28"	16.18'	S14° 02' 44"E	16.02'
C9	49.00'	17°32'18"	15.00'	S08° 46' 09"E	14.94'
C10	33.00'	48°31'19"	27.95'	S06° 43' 21"W	27.12'
C11	49.00'	34°15'23"	29.30'	S13° 51' 19"W	28.86'
C12	33.00'	2°28'25"	1.42'	S02° 02' 10"E	1.42'

EXHIBIT C
PLAT TO ACCOMPANY LEGAL DESCRIPTION

SCHOOL SITE
 PARCEL A (DN 201905060932 OR)
 CITY OF SACRAMENTO, CALIFORNIA

APRIL 29, 2024

SHEET 3 OF 3



CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON • (925) 866-0322
 ROSEVILLE • (916) 788-4456
 WWW.CBANDG.COM

APRIL 29, 2024
JOB NO.: M062-000

**EXHIBIT C
LEGAL DESCRIPTION
SCHOOL SITE
PARCEL A (DN 201905060932)
CITY OF SACRAMENTO, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL A, AS SAID PARCEL A IS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED MAY 6, 2019, IN DOCUMENT NUMBER 201905060932 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE BOUNDARY LINE OF SAID PARCEL A, SAID POINT BEING A POINT ON THE WESTERN LINE OF PARCEL 1, AS SAID PARCEL 1 IS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED NOVEMBER 21, 2012, IN BOOK 20121121 OF OFFICIAL RECORDS, AT PAGE 1708, IN SAID OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, SAID POINT BEING THE SOUTHERN TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 00°47'58" EAST 231.82 FEET" IN SAID CERTIFICATE OF COMPLIANCE (20121121 OR 1708);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID WESTERN LINE OF PARCEL 1 (20121121 OR 1708), NORTH 00°47'58" WEST 81.99 FEET;

THENCE, LEAVING SAID WESTERN LINE, SOUTH 89°12'02" WEST 16.00 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID **POINT OF BEGINNING**, SOUTH 89°12'02" WEST 440.16 FEET;

THENCE, NORTH 27°54'05" WEST 213.65 FEET;

THENCE, NORTH 17°06'24" EAST 356.11 FEET;

THENCE, ALONG THE ARC OF A TANGENT 750.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 35°01'19", AN ARC DISTANCE OF 458.44 FEET, SUBTENDED BY A CHORD WHICH BEARS NORTH 00°24'16" WEST 451.33 FEET;

THENCE, NORTH 17°54'55" WEST 54.38 FEET;

THENCE, NORTH 72°05'05" EAST 156.77 FEET;

LEGAL DESCRIPTION

PAGE 2 OF 3

APRIL 29, 2024
JOB NO.: M062-000

THENCE, ALONG THE ARC OF A TANGENT 500.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°17'49", AN ARC DISTANCE OF 116.04 FEET, SUBTENDED BY A CHORD WHICH BEARS NORTH 78°44'00" EAST 115.78 FEET;

THENCE, NORTH 85°22'54" EAST 99.61 FEET;

THENCE, SOUTH 06°29'29" EAST 173.03 FEET;

THENCE, ALONG THE ARC OF A TANGENT 49.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07°00'53", AN ARC DISTANCE OF 6.00 FEET, SUBTENDED BY A CHORD WHICH BEARS SOUTH 09°59'55" EAST 6.00 FEET;

THENCE, SOUTH 13°30'21" EAST 88.74 FEET;

THENCE, ALONG THE ARC OF A TANGENT 33.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09°30'31", AN ARC DISTANCE OF 5.48 FEET, SUBTENDED BY A CHORD WHICH BEARS SOUTH 08°45'06" EAST 5.47 FEET;

THENCE, SOUTH 03°59'51" EAST 55.52 FEET;

THENCE, ALONG THE ARC OF A TANGENT 49.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°57'04", AN ARC DISTANCE OF 9.37 FEET, SUBTENDED BY A CHORD WHICH BEARS SOUTH 09°28'23" EAST 9.35 FEET;

THENCE, SOUTH 14°56'55" EAST 69.74 FEET;

THENCE, ALONG THE ARC OF A TANGENT 33.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06°24'04", AN ARC DISTANCE OF 3.69 FEET, SUBTENDED BY A CHORD WHICH BEARS SOUTH 11°44'53" EAST 3.68 FEET;

THENCE, SOUTH 08°32'51" EAST 146.51 FEET;

THENCE, ALONG THE ARC OF A TANGENT 49.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 19°32'37", AN ARC DISTANCE OF 16.71 FEET, SUBTENDED BY A CHORD WHICH BEARS SOUTH 18°19'09" EAST 16.63 FEET;

THENCE, SOUTH 28°05'28" EAST 23.97 FEET;

THENCE, ALONG THE ARC OF A TANGENT 33.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°05'28", AN ARC DISTANCE OF 16.18 FEET, SUBTENDED BY A CHORD WHICH BEARS SOUTH 14°02'44" EAST 16.02 FEET;

THENCE, SOUTH 85.86 FEET;

THENCE, ALONG THE ARC OF A TANGENT 49.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°32'18", AN ARC DISTANCE OF 15.00 FEET, SUBTENDED BY A CHORD WHICH BEARS SOUTH 08°46'09" EAST 14.94 FEET;

THENCE, SOUTH 17°32'18" EAST 44.91 FEET;

THENCE, ALONG THE ARC OF A TANGENT 33.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 48°31'19", AN ARC DISTANCE OF 27.95 FEET, SUBTENDED BY A CHORD WHICH BEARS SOUTH 06°43'21" WEST 27.12 FEET;

THENCE, SOUTH 30°59'00" WEST 56.46 FEET;

THENCE, ALONG THE ARC OF A TANGENT 49.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 34°15'23", AN ARC DISTANCE OF 29.30 FEET, SUBTENDED BY A CHORD WHICH BEARS SOUTH 13°51'19" WEST 28.86 FEET;

THENCE, SOUTH 03°16'23" EAST 104.61 FEET;

THENCE, ALONG THE ARC OF A TANGENT 33.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°28'25", AN ARC DISTANCE OF 1.42 FEET, SUBTENDED BY A CHORD WHICH BEARS SOUTH 02°02'10" EAST 1.42 FEET;

THENCE, SOUTH 00°47'58" EAST 149.83 FEET TO SAID POINT OF BEGINNING.

CONTAINING 10.73 ACRES OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

 4/29/2024

MARH H. WEHBER, P.L.S.
L.S. NO. 7960



EXHIBIT D

MEMORANDUM OF SCHOOL SITE RESERVATION AGREEMENT

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

Sacramento City Unified School District
5735 47th Ave.
Sacramento, CA 95824
Attn: Superintendent

Space Above Line For Recorder's Use

MEMORANDUM OF SCHOOL SITE RESERVATION AGREEMENT

This Memorandum of School Site Reservation Agreement (“**Memorandum**”) is executed pursuant to the terms and conditions of that certain School Site Reservation Agreement (“**School Site Reservation Agreement**”) by and between SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a public school district in the State of California (“**District**”), and JEN CALIFORNIA 27 LLC, a California limited liability company (“**Owner**”). The School Site Reservation Agreement provides for Owner to reserve a school site for the District’s election to purchase in a certain amount of time, the property in question is as further described and depicted in **Exhibit 1**, attached hereto and incorporated herein. A copy of the School Site Reservation Agreement can be obtained at the offices of the District during regular business hours.

The purpose of this Memorandum is to help assure the terms and conditions of the School Site Reservation Agreement inure to the benefit of and are binding upon all successors and assigns of Owner in the property described in **Exhibit 1**.

This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Memorandum.

[SIGNATURES ON FOLLOWING PAGE.]

Dated: _____

DISTRICT:

Sacramento City Unified School District,
a political subdivision of the State of California

By: _____

Name: _____

Title: _____

OWNER:

JEN CALIFORNIA 27 LLC,
a California limited liability company

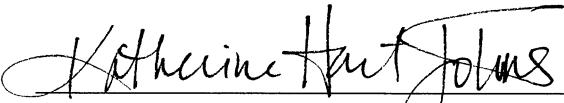
By:  _____
Katherine Hart Johns, Vice President

Exhibit 1 to Memorandum of Agreement
School Site Description and Depiction

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 Placer)

On May 17, 2024, before me, Sharon Buckenmeyer, a Notary Public, personally appeared Katherine Hart Johns, 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

Sharon Buckenmeyer

(SEAL)

