SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

10.1c

Financial Considerations: None at this time.

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Farm and Community Garden Project Agreement

Estimated Time of Presentation: N/A

Submitted by: Cathy Allen, Chief Openefiem3-0.009Tb.9(h32 0.48 30.001 re f 5MC /P <</MCID 44 >>B-0.193-1.9(h)2

irrigation system and utilities installed, and fencing provided in accordance with the Farm and Community Garden Master Plan and the District's specifications. The District, subject to available District funds and budget constraints, intends to construct a building, the cost and size to be determined, within the Farm area for food processing, storage, and education. Any additional structures desired by the Parties will be constructed by the Developer, upon receiving District approval.

G. The Parties intend that the Farm and Community Garden are constructed concurrently. After the District grants City the easement over the Farm and Community Garden property, City will enter into an agreement with the Developer to construct these facilities in accordance with the terms of this Agreement.

Agreement

NOW, THEREFORE, the Parties agree as follows:

- 1. <u>EASEMENT</u> In consideration of the terms and covenants set forth in this Agreement, the District agrees to grant City an easement over a portion of the School property in the form attached, and City agrees to accept the easement.
- 2. MASTER PLAN The District's grant of the easement is conditioned on District's prior approval of the Farm and Garden Master Plan, which is to be prepared by Developer and subject to approval by the City Council. As used herein, "Farm" and "Community Garden" means the areas as depicted in the easement's Exhibit B, the plat map depicting the Easement Area.
- 3. FARM AND COMMUNITY GARDEN CONSTRUCTION City will arrange for the construction of the Farm and Community Garden by the Developer in accordance with the approved Farm and Garden Master Plan, and the District and City specifications as applicable. City accepts the property in its current condition and District shall have no liability to make the property suitable for construction of the Farm and Community Garden. City will insure that Developer's construction contractor posts 100% performance and patha Pl51Com. [(T)]TJ0 Tc 0 Tfn.a11(op)-1(ep)-1(r)2(oj1\$)

on days and hours as determined by the District. The Parties acknowledge that the Farm will be fenced and generally not open for unsupervised access by the public in order to protect the equipment and plantings from damage and to protect the public from harm.

5. <u>FARM MAINTENANCE AND OPERATION COSTS</u> – Although the City has established a maintenance assessment community facilities district that encompasses the Northwest Land Park development project and an allocation for park maintenance, which includes the off-site Farm and Community Garden, before the Farm commences operations, and before each fiscal year thereafter, the City and the District shall agree on a budget, subject to avairisat .Td(s)Tj 91

determines that the School site is surplus property. District is willing to enter into this Agreement under the express understanding that the easement will not create Naylor Act issues for District. Therefore, in consideration of District's permission to allow its property to be made available for public recreational use, City hereby waives any rights in the Easement Area (as defined in the attached Easement Deed) that may arise in the future under the Naylor Act.

If District ever determines that it would be in District's best interest to close the School and sell the parcel of land which includes the Easement Area, then either, at City's election: (i) the Easement Area shall be segregated from the remainder and City shall have the right to purchase the residual fee interest based on an appraisal, and continue to use the Easement Area for open space and recreational purposes; or (ii) City shall reconvey its interest in the Easement Area without any recourse of, or obligation to, District, including any obligation to remove any improvements on the Easement Area.

 (6) by regular mail placed in the United States Mail, postage prepaid, and addressed as follows:

Notice to City:

City of Sacramento Director, Department of Youth, Parks and Community Enrichment New City Hall 915 I Street, 3rd Floor Sacramento, CA 95814

Notice to District:

Sacramento City Unified School District Superintendent 5735 47th Avenue Sacramento, CA 95824

The Parties may designate other addresses by notice in writing.

14. NO JOINT VENTURE OR AGENCY ...

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

City of Sacramento	Sacramento City Unified School District		
By:	By:		
APPROVED AS TO FORM:	APPROVED AS TO FORM:		
By: Senior Deputy City Attorney	By: Legal Counsel		
ATTEST:			
By: Assistant City Clerk			