

RECLAMATION DISTRICT NO. 1000
RESOLUTION NO. 2025-08-01

**A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 1000
AUTHORIZING THE GENERAL MANAGER TO EXECUTE A FLOOD CONTROL WORKS EASEMENT
DEED TO THE SACRAMENTO AREA FLOOD CONTROL AGENCY FOR FLOOD CONTROL WORKS
FACILITIES ON THE NORTH DRAIN CANAL**

At a regular meeting of the Board of Trustees of Reclamation District No. 1000 held at the District Office on the 8th day of August 2025, the following resolution was approved and adopted:

WHEREAS, Board of Trustees (“Board”) of Reclamation District No. 1000 (“District”) is a reclamation district created by act of the legislature of the State of California, approved April 8, 1911; and,

WHEREAS, the Sacramento Area Flood Control Agency (“SAFCA”) is a joint powers authority established pursuant to the laws of the State of California; and,

WHEREAS, levee improvements constructed by SAFCA along the Natomas Cross Canal as part of the Natomas Levee Improvement Project required the relocation of the District’s North Drain Canal (“NDC”) and encumber a portion of the District’s right of way for the NDC; and,

WHEREAS, SAFCA has requested and the District agrees to providing non-exclusive flood control works easement rights for the levee improvements all as required by the Central Valley Flood Protection Board; and,

WHEREAS, the Board desires to authorize the District General Manager to execute a Flood Control Works Easement Deed granting the non-exclusive rights to SAFCA on behalf of the District.

NOW THEREFORE BE IT RESOLVED THAT: The Board of Trustees of Reclamation District No. 1000 hereby authorizes the General Manager to execute a Flood Control Works Easement Deed to the Sacramento Area Flood Control Agency for the Flood Control Works Facilities in substantial conformance with the attached.

ON A MOTION BY Trustee Nick Avdis, seconded by Trustee Elena Lee Reeder, the foregoing resolution was passed and adopted by the Board of Trustees of Reclamation District No. 1000, this 8th day of August 2025, by the following vote, to wit:

AYES: Trustees: Elena Lee Reeder, Nick Avdis, Jag Bains, Eva Hill, Ed Perez

NOES: Trustees: None

ABSTAIN: Trustees: None

RECUSE: Trustees: None

ABSENT: Trustees: Thom Gilbert, Tom Smith

Elena Lee Reeder
Elena Lee Reeder (Aug 21, 2025 15:56:18 PDT)

Elena Lee Reeder
President, Board of Trustees
Reclamation District No. 1000

CERTIFICATION:

I, Joleen Gutierrez, Secretary of Reclamation District No. 1000, hereby certify that the foregoing Resolution 2025-08-01 was duly adopted by the Board of Trustees of Reclamation District No. 1000 at the regular meeting held on the 8th day of August 2025 and made a part of the minutes thereof.



Joleen Gutierrez, District Secretary









RD 1000 Resolution 2025-08-01

Final Audit Report

2025-08-21

Created:	2025-08-21
By:	Kevin King (kking@rd1000.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy1D6gzmYF6mVR37mgTqbAAtkiYUDrzK

"RD 1000 Resolution 2025-08-01" History

-  Document created by Kevin King (kking@rd1000.org)
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Signature Date: 2025-08-21 - 10:56:18 PM GMT - Time Source: server
-  Agreement completed.
2025-08-21 - 10:56:18 PM GMT



Adobe Acrobat Sign

WHEN RECORDED RETURN TO:

Sacramento Area Flood Control Agency
c/o Jason Campbell, Deputy Executive Director
1325 J Street, Suite 1700
Sacramento, California 95814

No Recording Fee Per Gov't Code § 6103
No Documentary Transfer Tax per R&T Code
§ 11922 - Governmental Acquisition

Project: Natomas Cross Canal South Levee EIP Project

APN: Portions of 35-130-018 and Portion of 308 O.R. 125

FLOOD CONTROL WORKS EASEMENT DEED

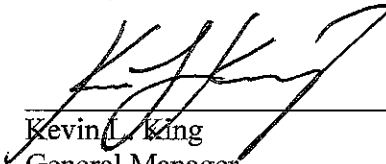
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RECLAMATION DISTRICT NO. 1000, a reclamation district created by act of the legislature of the State of California, approved April 8, 1911 ("Grantor"), GRANTS to SACRAMENTO AREA FLOOD CONTROL AGENCY, a joint powers authority established pursuant to the laws of the State of California ("Grantee"), their respective successors and assigns, a non-exclusive perpetual right of way and easement in the County of Sutter, State of California, described in Exhibit "A" and shown as "Easement Area" on Exhibit "B", both attached hereto and made a part thereof ("Property"), for use in connection with any existing or future flood control project:

1. Description of Easement. The easement rights conveyed herein include:
 - A. Grantee may use the Property to construct, reconstruct, rehabilitate, alter, augment or enlarge, fence, repair and use flood control works ("Flood Control Works"), which shall include, but not be limited to, haul and patrol roads, levees, ditches, embankments, channels, culverts, berms, monitoring and relief wells, fences, gates, erosion control features and appurtenant structures, and operate, inspect and maintain said Flood Control Works in conformity with the Code of Federal Regulations, U.S. Army Corps of Engineers' Standard Operation and Maintenance Manual, and State of California operation and maintenance manuals, regulations and standards.
 - B. Grantee may clear and remove from said Flood Control Works and the Property any and all natural or artificial obstructions, improvements, trees and vegetation necessary for construction, operation, maintenance, repair, reconstruction, rehabilitation, and emergency flood fighting.
 - C. Grantee may flow waters and materials and by said flow erode.

- D. Grantee may place or deposit earth, debris, sediment, or other material.
 - E. Grantee may excavate and remove earth, debris, sediment, or other material, including that placed or deposited as above.
 - F. Grantee may plant trees, shrubs and other vegetation on the Easement Area and preserve and maintain such vegetation growth as may be desirable for project purposes.
 - G. Grantee may locate or relocate roads and public facilities constructed by Grantor or by others.
 - H. Grantee may restrict the rights of the Grantor, its successors and assigns, without limitations, to explore, extract, remove, drill, mine, or operate through the surface or upper 500 feet of the subsurface in exercise of the Grantor's interest in any minerals, including oil and gas.
 - I. Grantee may restrict any use by Grantor or by others which may interfere with any of the uses listed herein or any use necessary or incidental thereto.
 - J. Grantee may conduct geotechnical, survey, cultural and environmental investigations.
 - K. Grantee shall have rights of ingress to and egress from the Easement Area for the purpose of exercising and performing all rights and privileges reserved herein.
2. Prohibitions.
- A. Notwithstanding the rights granted under paragraph 1 above, Grantee shall not remove any of Grantor's Pumping Plant 4 facilities.
 - B. No disposal of any waste shall be allowed in the Easement Area.
3. Waiver. Grantor does hereby waive all claim or claims for any and all compensation for and on account of the location, establishment, construction, operation and maintenance of Flood Control Works and appurtenant structures upon the Property hereinabove described in accordance with the provisions hereof.
4. Binding on Successors and Assigns. The provisions hereof shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, the RECLAMATION DISTRICT NO. 1000 has caused this Easement Deed to be executed as of the date set forth below the signature line.

RECLAMATION DISTRICT NO. 1000



Kevin L. King
General Manager

Date: 8/27/2025

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of that certain real property situated in the County of Sutter, State of California, in Section 18, Township 11 North, Range 4 East, Mount Diablo Meridian, being a portion of the lands of Reclamation District 1000 as said lands are described in that certain "Quitclaim Deed" recorded on June 15, 1949 in Book 308, at Page 125, and that certain "Corporation Grant Deed" recorded on January 5, 1990 in Book 1331, at Page 601, both Official Records of Sutter County, being more particularly described as follows:

COMMENCING at a 3-1/2-inch aluminum disk stamped "PSOMAS NLEP CONTROL 7", as shown on that certain Record of Survey entitled "Natomas Basin Sacramento Area Flood Control Agency Natomas Levee Improvement Program" recorded September 10, 2012, in Book 18 of Record of Surveys, at Page 172, Sutter County Records, thence North 34°20'50" East 8,883.58 feet to a point on the southerly line of Lot 137, as said lot is shown on that certain plat entitled "Map of Natomas Bennett Subdivision" filed in Book 3 of Surveys, at Page 83 and being the **POINT OF BEGINNING**, from which a 2-inch iron pipe in concrete with tag "LS 5260" as shown on that certain Record of Survey entitled "Record of Survey of Property Acquisitions for Natomas Levee Improvement Program" recorded March 26, 2015, in Book 18 of Record of Surveys, at Page 243, Sutter County Records bears South 79°37'00" East 457.45 feet, also being the most easterly corner as described in that certain "Final Order of Condemnation" recorded on July 18, 2011 as Document No. 2011-0010078, Official Records of Sutter County Records; thence from said Point of Beginning along said southerly line North 79°37'00" West 134.36 feet to the most westerly corner of said lands, from which a 3-1/2-inch aluminum disk stamped "PSOMAS NLEP CONTROL 8", as shown on said Record of Survey entitled "Natomas Basin Sacramento Area Flood Control Agency Natomas Levee Improvement Program" recorded September 10, 2012, in Book 18 of Record of Surveys, at Page 172, Sutter County Records bears North 45°17'19" East 9,381.77 feet; thence along the northwesterly line of said lands North 52°17'18" East 303.13 feet to the most northerly corner of the said lands described in said

“Corporation Grant Deed”; thence along the general northerly line of said lands South 27°46'32" East 101.52 feet to a point thereon; thence leaving said general northerly line South 52°17'18" West 195.87 feet to the **POINT OF BEGINNING**.

EXCEPTING any portion lying outside the boundary of said lands.

Containing 24,950 square feet (0.573 acres), more or less.

The above-described real property is identified on Exhibit “B” attached hereto and made a part hereof.

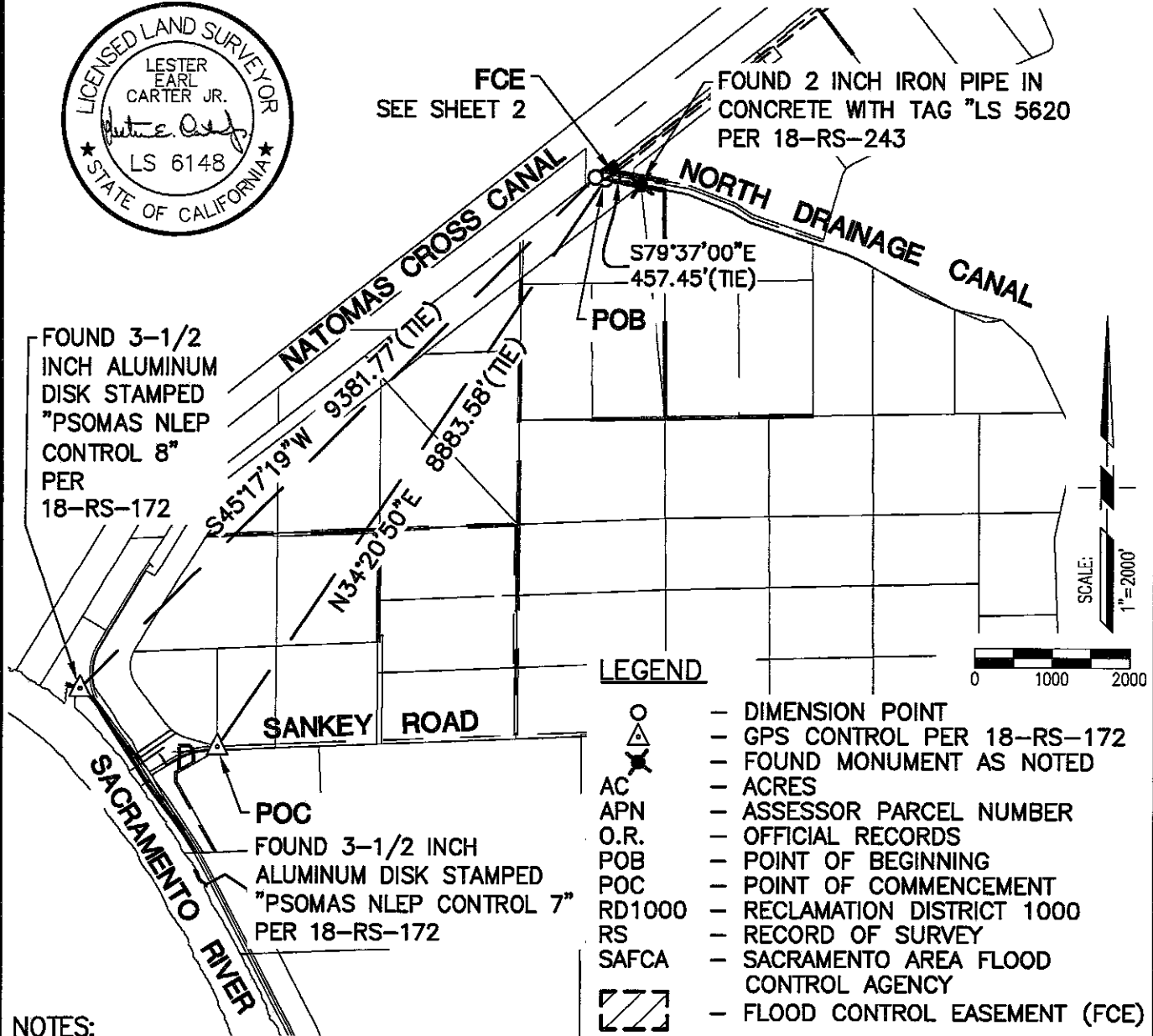
The basis of bearings for this description is based on the North American Datum of 1983 (NAD 83), California State Coordinate System (CCS83), Zone 2 (1991.35 epoch) as shown on that certain Record of Survey entitled “Natomas Basin Sacramento Area Flood Control Agency Natomas Levee Improvement Program” recorded in Book 18, of Surveys, at Page 172, Sutter County Records. All distances cited herein are grid values, which are the basis for the areas shown hereon. To obtain ground values divide the distances by 0.99992878.

End of Description

Lester E. Carter, CA. 3/20/2025
Lester E. Carter, CA. LS No. 6148 Date



EXHIBIT "B"



NOTES:

1. ALL RECORD REFERENCES ARE SUTTER COUNTY RECORDS.
2. THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83), CALIFORNIA STATE COORDINATE SYSTEM (CCS83), ZONE 2 (1991.35 EPOCH) AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "NATOMAS BASIN SACRAMENTO AREA FLOOD CONTROL AGENCY NATOMAS LEVEE IMPROVEMENT PROGRAM" RECORDED IN BOOK 18, OF SURVEYS, AT PAGE 172, SUTTER COUNTY RECORDS. ALL DISTANCES CITED HEREIN ARE GRID VALUES, WHICH ARE THE BASIS FOR THE AREAS SHOWN HEREON. TO OBTAIN GROUND VALUES MULTIPLY THE DISTANCES BY 0.99992878.

**RD1000 TO SAFCA
FLOOD CONTROL EASEMENT**

COUNTY OF SUTTER **APN 35-130-018** STATE OF CALIFORNIA

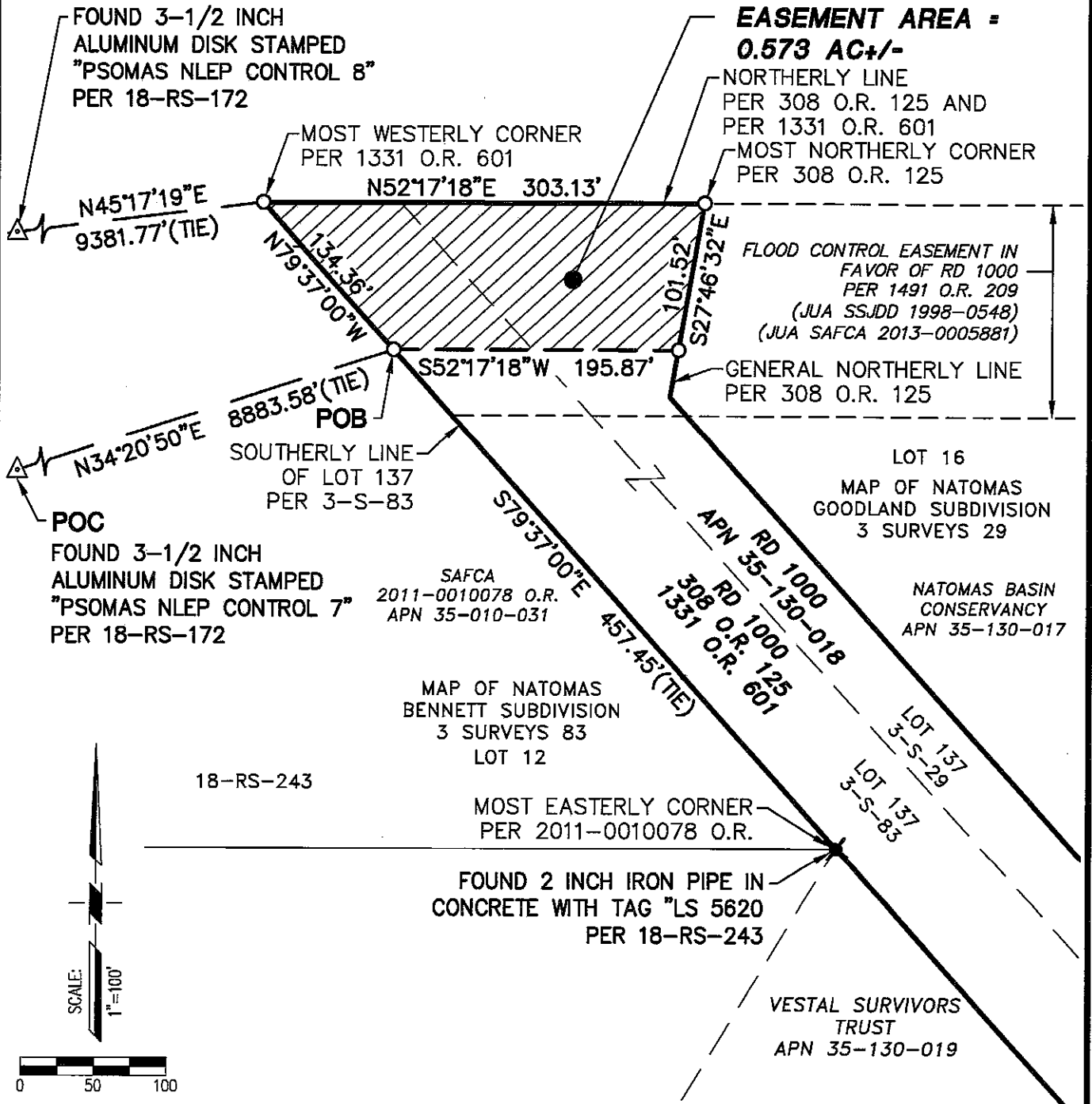
DATE: 03/20/2025	SCALE: 1"=2000'
DRWN. BY: TRS CHK. BY: LEC	SHEET 1 OF 2

PSOMAS

1410 Rocky Ridge Drive, Suite 300
Roseville, Ca. 95661
(916) 788-8122 (916) 788-0600 (FAX)

EXHIBIT "B"

NATOMAS CROSS CANAL



RD1000 TO SAFCA FLOOD CONTROL EASEMENT APN 35-130-018

COUNTY OF SUTTER

STATE OF CALIFORNIA

DATE: 03/20/2025

SCALE: 1"=100'

DRWN. BY: TRS CHK. BY: LEC

SHEET 2 OF 2

PSOMAS

1410 Rocky Ridge Drive, Suite 300
Roseville, Ca. 95661
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: Mar/20/2025 11:54 AM | By: Tim.schooss
DWG: z:\ROS\SAFCA\2006.NLP\Land Transfer - DWR\Legals\RD1000 to SAFCA\Exhibits\RD1000 to SAFCA_NorthDrainCanal.dwg

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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 _____, 20____, before me,

_____, a Notary Public, personally appeared

_____, 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.

(seal)

Notary Public

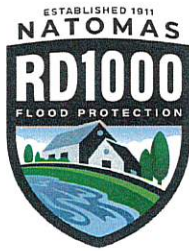
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CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this document from Reclamation District No. 1000 (Grantor) to the Sacramento Area Flood Control Agency (Grantee), is hereby accepted pursuant to SAFCA Board of Directors Resolution No. 09-128 adopted on August 20, 2009, as clarified by Resolution No. 2015-110 adopted on November 19, 2019, and the Grantee consents to the recordation thereof by its duly authorized officer.

By _____ Dated: _____, 20__

Richard M. Johnson
SAFCA Executive Director



RECLAMATION DISTRICT NO. 1000
RESOLUTION NO. 2025-08-02

**A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 1000
AUTHORIZING THE GENERAL MANAGER TO EXECUTE A FLOOD CONTROL WORKS EASEMENT
DEED TO THE SACRAMENTO AREA FLOOD CONTROL AGENCY FOR PROPERTY WITHIN THE
NATOMAS CROSS CANAL**

At a regular meeting of the Board of Trustees of Reclamation District No. 1000 held at the District Office on the 8th day of August 2025, the following resolution was approved and adopted:

WHEREAS, Board of Trustees (“Board”) of Reclamation District No. 1000 (“District”) is a reclamation district created by act of the legislature of the State of California, approved April 8, 1911; and,

WHEREAS, the Sacramento Area Flood Control Agency (“SAFCA”) is a joint powers authority established pursuant to the laws of the State of California; and,

WHEREAS, SAFCA constructed levee improvements along the Natomas Cross Canal as part of the Natomas Levee Improvement Project and,

WHEREAS, SAFCA has requested and the District agrees to providing non-exclusive flood control works easement rights on District owned property within the Natomas Cross Canal waterward of the levee improvements constructed by SAFCA all as required by the Central Valley Flood Protection Board; and,

WHEREAS, the Board desires to authorize the District General Manager to execute a Flood Control Works Easement Deed granting the non-exclusive rights to SAFCA on behalf of the District.

NOW THEREFORE BE IT RESOLVED THAT: The Board of Trustees of Reclamation District No. 1000 hereby authorizes the General Manager to execute a Flood Control Works Easement Deed to the Sacramento Area Flood Control Agency for property within the Natomas Cross Canal in substantial conformance with the attached.

ON A MOTION BY Trustee Avdis, seconded by Trustee Lee Reeder, the foregoing resolution was passed and adopted by the Board of Trustees of Reclamation District No. 1000, this 8th day of August 2025, by the following vote, to wit:

AYES: Trustees: Elena Lee Reeder, Nick Avdis, Jag Bains, Eva Hill, Ed Perez

NOES: Trustees: None

ABSTAIN: Trustees: None

RECUSE: Trustees: None

ABSENT: Trustees: Thom Gilbert, Tom Smith

Elena Lee Reeder
Elena Lee Reeder (Aug 22, 2025 15:55:42 PDT)

Elena Lee Reeder
President, Board of Trustees
Reclamation District No. 1000

CERTIFICATION:

I, Joleen Gutierrez, Secretary of Reclamation District No. 1000, hereby certify that the foregoing Resolution 2025-08-02 was duly adopted by the Board of Trustees of Reclamation District No. 1000 at the regular meeting held on the 8th day of August 2025 and made a part of the minutes thereof.



Joleen Gutierrez, District Secretary









RD 1000 Resolution 2025_08_02

Final Audit Report

2025-08-21

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By:	Kevin King (kking@rd1000.org)
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-  Document e-signed by Joleen Gutierrez (jgutierrez@rd1000.org)
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-  Document e-signed by Elena Lee Reeder (elenaleereeder@rd1000.org)
Signature Date: 2025-08-21 - 10:55:42 PM GMT - Time Source: server
-  Agreement completed.
2025-08-21 - 10:55:42 PM GMT

WHEN RECORDED RETURN TO:

Sacramento Area Flood Control Agency
c/o Jason Campbell, Deputy Executive Director
1007 7th Street, 7th Floor
Sacramento, California 95814

No Recording Fee Per Gov't Code § 6103
No Documentary Transfer Tax per R&T Code
§ 11922 - Governmental Acquisition

Project: Natomas Cross Canal South Levee EIP Project

Portions of: 49 Deeds 681, 49 Deeds 704 51 Deeds 131,
51 Deeds 217, and 302 OR 466

FLOOD CONTROL WORKS EASEMENT DEED

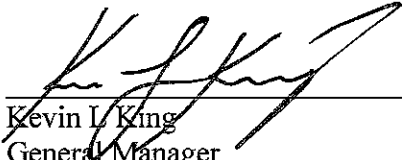
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RECLAMATION DISTRICT NO. 1000, a reclamation district created by act of the legislature of the State of California, approved April 8, 1911 ("Grantor"), GRANTS to SACRAMENTO AREA FLOOD CONTROL AGENCY, a joint powers authority established pursuant to the laws of the State of California ("Grantee"), its successors and assigns, a non-exclusive perpetual right of way and easement in in the County of Sutter, State of California, described in Exhibit "A" and shown as "Easement Area" on Exhibit "B", both attached hereto and made a part thereof ("Property"), for use in connection with any existing or future flood control project:

1. Description of Easement. The easement rights conveyed herein include:
 - A. Grantee may use the Property to construct, reconstruct, rehabilitate, alter, augment or enlarge, fence, repair and use flood control works ("Flood Control Works"), which shall include, but not be limited to, haul and patrol roads, levees, ditches, embankments, channels, culverts, berms, monitoring and relief wells, fences, gates, erosion control features and appurtenant structures, and operate, inspect and maintain said Flood Control Works in conformity with the Code of Federal Regulations, U.S. Army Corps of Engineers' Standard Operation and Maintenance Manual, and State of California operation and maintenance manuals, regulations and standards.
 - B. Grantee may clear and remove from said Flood Control Works and the Property any and all natural or artificial obstructions, improvements, trees and vegetation necessary for construction, operation, maintenance, repair, reconstruction, rehabilitation, and emergency flood fighting.

- C. Grantee may flow waters and materials and by said flow erode.
 - D. Grantee may place or deposit earth, debris, sediment, or other material.
 - E. Grantee may excavate and remove earth, debris, sediment, or other material, including that placed or deposited as above.
 - F. Grantee may plant trees, shrubs and other vegetation on the Easement Area and preserve and maintain such vegetation growth as may be desirable for project purposes.
 - G. Grantee may locate or relocate roads and public facilities constructed by Grantor or by others.
 - H. Grantee may restrict the rights of the Grantor, its successors and assigns, without limitations, to explore, extract, remove, drill, mine, or operate through the surface or upper 500 feet of the subsurface in exercise of the Grantor's interest in any minerals, including oil and gas.
 - I. Grantee may restrict any use by Grantor or by others which may interfere with any of the uses listed herein or any use necessary or incidental thereto.
 - J. Grantee may conduct geotechnical, survey, cultural and environmental investigations.
 - K. Grantee shall have rights of ingress to and egress from the Easement Area for the purpose of exercising and performing all rights and privileges reserved herein.
2. Waiver. Grantor does hereby waive all claim or claims for any and all compensation for and on account of the location, establishment, construction, operation and maintenance of Flood Control Works and appurtenant structures upon the Property hereinabove described in accordance with the provisions hereof.
3. Binding on Successors and Assigns. The provisions hereof shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, the RECLAMATION DISTRICT NO. 1000 has caused this Easement Deed to be executed as of the date set forth below the signature line.

RECLAMATION DISTRICT NO. 1000



Kevin L. King
General Manager

Date: 8/27/2025

EXHIBIT "A"
FLOOD CONTROL EASEMENT
LEGAL DESCRIPTION

A portion of that certain real property situated in the County of Sutter, State of California, in sections 13, 23 and 24, Township 11 North, Range 3 East and Sections 4, 7, 8, 9, and 18, Township 11 North, Range 4 East Mount Diablo Meridian, being portions of the lands of Reclamation District Number 1000 (RD 1000), as said lands are described in that certain "Deed" recorded on January 15, 1913 in Book 49 of Deeds at Page 681 and in that certain "Deed" recorded on January 23, 1913 in Book 49 of Deeds at Page 704 and in that certain "Deed" recorded on April 5, 1913 in Book 51 of Deeds at Page 131 and in that certain "Indenture" recorded on June 19, 1913 in Book 51 of Deeds at Page 217 and in that Certain "Quit Claim Deed" recorded on August 10, 1949 in Book 302 at Page 466 all Official Records of Sutter County and being more particularly described as follows:

A strip of land lying southwesterly, southerly and southeasterly of the following described line.

PARCEL 1:

COMMENCING at a 3-1/2-inch aluminum disk stamped "PSOMAS NLEP CONTROL 8", as shown on that certain Record of Survey entitled "Natomas Basin Sacramento Area Flood Control Agency Natomas Levee Improvement Program" recorded September 10, 2012, in Book 18 of Record of Surveys, at Page 172, Sutter County Records, thence North 05°46'15" East 686.96 feet to the **POINT OF BEGINNING** and being a point on the southwesterly line of said lands recorded in Book 302 at Page 466; thence from said Point of Beginning, leaving said southwesterly line, North 33°11'49" East 1,511.13 feet to a point on the north line of said lands and being the **POINT OF TERMINATION**, from which point a 3-1/2-inch aluminum disk stamped "PSOMAS NLEP CONTROL 7", as shown on said Record of Survey bears South 18°13'07" East 2,849.19 feet;

Containing 283,319 Square Feet (6.504 Acres), more or less.

PARCEL 2:

COMMENCING at a 3-1/2-inch aluminum disk stamped "PSOMAS NLEP CONTROL 7", as shown on that certain Record of Survey entitled "Natomas Basin Sacramento Area

Flood Control Agency Natomas Levee Improvement Program” recorded September 10, 2012, in Book 18 of Record of Surveys, at Page 172, Sutter County Records, thence North $10^{\circ}09'53''$ East 4,454.43 feet to the **POINT OF BEGINNING** and being a point the southeasterly line of said lands recorded in Book 302 at Page 466; thence from said Point of Beginning, leaving said southeasterly line for the following 3 (three) courses:

1. North $52^{\circ}14'54''$ East 21,236.48 feet to the beginning of a curve, concave southerly, having a radius of 1,520.00 feet;
2. easterly along said curve, through a central angle of $101^{\circ}11'20''$, an arc distance of 2,684.44 feet; and
3. South $26^{\circ}33'46''$ East 437.90 feet to a point on the south line of said lands recorded in Book 51 of Deeds at Page 217 and being the **POINT OF TERMINATION**, from which point a 3-1/2-inch aluminum disk stamped “PSOMAS NLEP CONTROL 64”, as shown on said Record of Survey bears South $87^{\circ}48'27''$ West 3,487.90 feet.

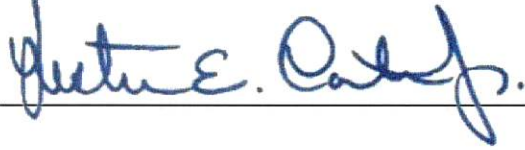
EXCEPTING any portion lying outside the boundary of said lands.

Containing 3,764,052 Square Feet (86.411 Acres), more or less.

The above-described real property is identified on Exhibit “B” attached hereto and made a part hereof.

The basis of bearings for this description is based on the North American Datum of 1983 (NAD 83), California State Coordinate System (CCS83), Zone 2 (1991.35 epoch) as shown on that certain Record of Survey entitled “Natomas Basin Sacramento Area Flood Control Agency Natomas Levee Improvement Program” recorded in Book 18, of Surveys, at Page 172, Sutter County Records. All distances cited herein are grid values, which are the basis for the areas shown hereon. To obtain ground values divide the distances by 0.99993100.

End of Description



4/30/2025


Lester E. Carter, CA. LS No. 6148

Date



EXHIBIT "B"

LEGEND

- - DIMENSION POINT
- △ - GPS CONTROL PER 84-RS-8
- AC - ACRES
- O.R. - OFFICIAL RECORDS
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- POT - POINT OF TERMINATION
- RD 1000 - RECLAMATION DISTRICT No. 1000
- SAFCA - SACRAMENTO AREA FLOOD CONTROL AGENCY
-  - FLOOD CONTROL EASEMENT (FCE)



NOTES:

1. ALL RECORD REFERENCES ARE SUTTER COUNTY RECORDS.
2. THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83), CALIFORNIA STATE COORDINATE SYSTEM (CCS83), ZONE 2 (1991.35 EPOCH) AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "NATOMAS BASIN SACRAMENTO AREA FLOOD CONTROL AGENCY NATOMAS LEVEE IMPROVEMENT PROGRAM" RECORDED IN BOOK 18, OF SURVEYS, AT PAGE 172, SUTTER COUNTY RECORDS. ALL DISTANCES CITED HEREIN ARE GRID VALUES, WHICH ARE THE BASIS FOR THE AREAS SHOWN HEREON. TO OBTAIN GROUND VALUES DIVIDE THE DISTANCES BY 0.99993100.

RD 1000 TO SAFCA FLOOD CONTROL WORKS EASEMENT

COUNTY OF SUTTER

STATE OF CALIFORNIA

DATE: 05/15/2025

SCALE: N/A

DRWN. BY: TRS CHK. BY: LEC

SHEET 1 OF 2

P S O M A S

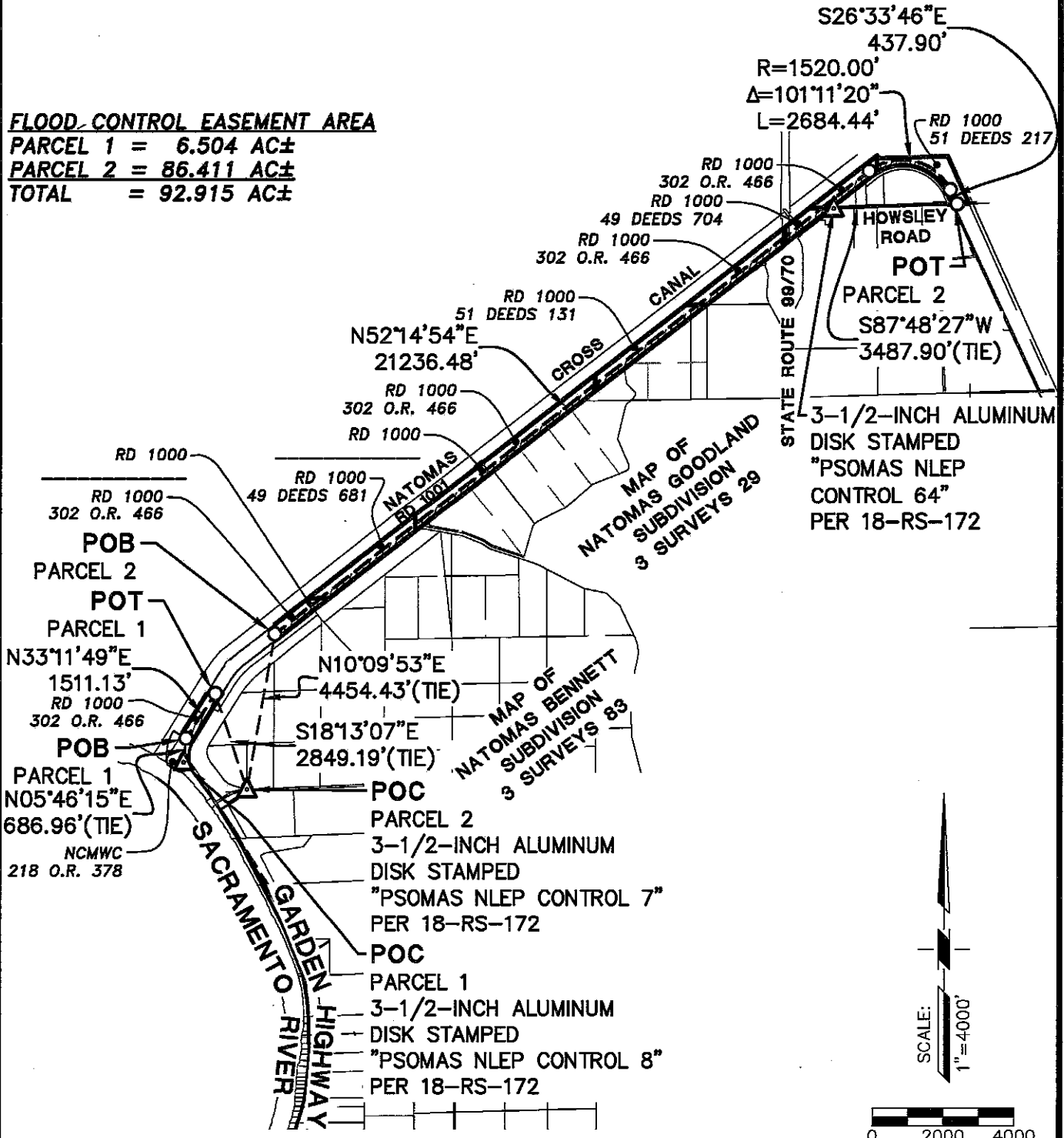
1410 Rocky Ridge Drive, Suite 300
Roseville, Ca. 95661
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: May/15/2025 3:16 PM | By: Tim.schooss
DWG: J:\RCS\SAFCA\2006.NLIP\Land Transfer - DWR\Legals\RD1000 to SAFCA\Exhibits\V-EXH-SAFCA-NCC-Chan-2.dwg

EXHIBIT "B"

FLOOD CONTROL EASEMENT AREA

PARCEL 1 = 6.504 AC±
 PARCEL 2 = 86.411 AC±
 TOTAL = 92.915 AC±



SEE SHEET 1 FOR NOTES AND LEGEND

RD 1000 TO SAFCA FLOOD CONTROL EASEMENT

COUNTY OF SUTTER

STATE OF CALIFORNIA

DATE: 05/15/2025

SCALE: 1" = 4000'

DRWN. BY: TRS CHK. BY: LEC

SHEET 2 OF 2

PSOMAS

1410 Rocky Ridge Drive, Suite 300
 Roseville, Ca. 95661
 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: May/15/2025 3:16 PM | By: Tim.schooss
 DWG: J:\ROS\SAFCA\2006.NLIP\Land Transfer - DWR\Legal\RD1000 to SAFCA\Exhibits\V-EXH-SAFCA-NCC-Chan-2.dwg

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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 _____, 20____, before me,

_____, a Notary Public, personally appeared _____, 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.

(seal)

Notary Public

.....

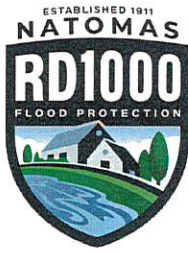
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this document from Reclamation District No. 1000 (Grantor) to the Sacramento Area Flood Control Agency (Grantee), is hereby accepted pursuant to SAFCA Board of Directors Resolution No. 09-128 adopted on August 20, 2009, as clarified by Resolution No. 2015-110 adopted on November 19, 2015, and the Grantee consents to the recordation thereof by its duly authorized officer.

By _____

Dated: _____, 20__

Richard M. Johnson
SAFCA Executive Director



RECLAMATION DISTRICT NO. 1000
RESOLUTION NO. 2025-08-03

**A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 1000
AUTHORIZING THE GENERAL MANAGER TO EXECUTE A DRAINAGE FACILITY AND ACCESS
EASEMENT DEED TO THE SACRAMENTO AREA FLOOD CONTROL AGENCY FOR DRAINAGE
FACILITIES WITHIN THE NATOMAS CROSS CANAL**

At a regular meeting of the Board of Trustees of Reclamation District No. 1000 held at the District Office on the 8th day of August 2025, the following resolution was approved and adopted:

WHEREAS, Board of Trustees (“Board”) of Reclamation District No. 1000 (“District”) is a reclamation district created by act of the legislature of the State of California, approved April 8, 1911; and,

WHEREAS, the Sacramento Area Flood Control Agency (“SAFCA”) is a joint powers authority established pursuant to the laws of the State of California; and,

WHEREAS, levee improvements constructed by SAFCA along the Natomas Cross Canal as part of the Natomas Levee Improvement Project required modifications to the Garden Highway and construction of drainage facilities to convey the roadway drainage to the District’s Natomas Cross Canal (“NCC”); and,

WHEREAS, SAFCA has requested and the District agrees to providing non-exclusive drainage facility and access easement rights for the drainage facilities constructed within the NCC with SAFCA’s intent to assign these rights to Sutter County as the maintenance agency for the roadway and drainage facilities; and,

WHEREAS, the Board desires to authorize the District General Manager to execute a Drainage Facility and Access Easement Deed granting the non-exclusive rights to SAFCA on behalf of the District.

NOW THEREFORE BE IT RESOLVED THAT: The Board of Trustees of Reclamation District No. 1000 hereby authorizes the General Manager to execute a Drainage Facility and Access Easement Deed to the Sacramento Area Flood Control Agency for the Drainage Facilities within the Natomas Cross Canal in substantial conformance with the attached.

ON A MOTION BY Trustee Avdis, seconded by Trustee Lee Reeder the foregoing resolution was passed and adopted by the Board of Trustees of Reclamation District No. 1000, this 8th day of August 2025, by the following vote, to wit:

AYES: Trustees: Elena Lee Reeder, Nick Avdis, Jag Bains, Eva Hill, Ed Perez

NOES: Trustees:

ABSTAIN: Trustees:

RECUSE: Trustees:

ABSENT: Trustees: Thom Gilbert, Tom Smith

Elena Lee Reeder
Elena Lee Reeder (Aug 21, 2025 15:55:04 PDT)

Elena Lee Reeder
President, Board of Trustees
Reclamation District No. 1000

CERTIFICATION:

I, Joleen Gutierrez, Secretary of Reclamation District No. 1000, hereby certify that the foregoing Resolution 2025-08-03 was duly adopted by the Board of Trustees of Reclamation District No. 1000 at the regular meeting held on the 8th day of August 2025 and made a part of the minutes thereof.



Joleen Gutierrez, District Secretary









RD 1000 Resolution 2025_08_03

Final Audit Report

2025-08-21

Created:	2025-08-21
By:	Kevin King (kking@rd1000.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAURMGbzhkOsMi2PHJjVLcZMy3hoAgTWU3

"RD 1000 Resolution 2025_08_03" History

-  Document created by Kevin King (kking@rd1000.org)
2025-08-21 - 10:29:22 PM GMT
-  Document emailed to Elena Lee Reeder (elenaleereeder@rd1000.org) for signature
2025-08-21 - 10:29:25 PM GMT
-  Document emailed to Joleen Gutierrez (jgutierrez@rd1000.org) for signature
2025-08-21 - 10:29:25 PM GMT
-  Email viewed by Joleen Gutierrez (jgutierrez@rd1000.org)
2025-08-21 - 10:32:03 PM GMT
-  Document e-signed by Joleen Gutierrez (jgutierrez@rd1000.org)
Signature Date: 2025-08-21 - 10:32:23 PM GMT - Time Source: server
-  Email viewed by Elena Lee Reeder (elenaleereeder@rd1000.org)
2025-08-21 - 10:54:45 PM GMT
-  Document e-signed by Elena Lee Reeder (elenaleereeder@rd1000.org)
Signature Date: 2025-08-21 - 10:55:04 PM GMT - Time Source: server
-  Agreement completed.
2025-08-21 - 10:55:04 PM GMT

WHEN RECORDED RETURN TO:

Sacramento Area Flood Control Agency
c/o Jason Campbell, Deputy Executive Director
1325 J Street, Suite 1700
Sacramento, California 95814

No Recording Fee Per Gov't Code § 6103
No Documentary Transfer Tax per R&T Code
§ 11922 - Governmental Acquisition

Project: Natomas Cross Canal South Levee EIP Project

APN: Portions of 35-010-023 (Unincorporated area of Sutter County, California)

**PERPETUAL DRAINAGE FACILITY AND ACCESS
EASEMENT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RECLAMATION DISTRICT NO. 1000, a reclamation district created by act of the legislature of the State of California, approved April 8, 1911 ("RD 1000"), GRANTS to SACRAMENTO AREA FLOOD CONTROL AGENCY, a joint powers authority established pursuant to the laws of the State of California ("SAFCA"), their respective successors and assigns, including Sutter County, a non-exclusive Drainage Facility and Access Easement ("Drainage and Access Easement") in the County of Sutter, State of California, described below and shown as "Drainage and Access Easement Area" on Exhibit "B-1", attached hereto and made a part thereof ;

1. Drainage Facility and Access Easement. The Drainage and Access Easement is for the conveyance of roadway and other incidental drainage from the Garden Highway to the Natomas Cross Canal, including the operation and maintenance, construction, reconstruction, repair and replacement of, drainage facilities including pipes, ditches, swales, erosion protection or other ancillary measures necessary to safely convey the drainage to the Natomas Cross Canal. Plans for the construction, reconstruction, repair or replacement of such drainage facilities shall be provided to RD 1000 for RD 1000's reasonable review and approval to ensure such construction, reconstruction, repair or replacement does not unreasonably interfere with RD 1000's operation and maintenance responsibilities of the Natomas Cross Canal and associated levee. It is recognized that construction, reconstruction, repair or replacement of such drainage facilities shall require an encroachment permit issued by the California Central Valley Flood Protection Board. Construction shall be coordinated with RD 1000 and shall not occur during the flood season of November 1 to April 15 unless otherwise approved by RD

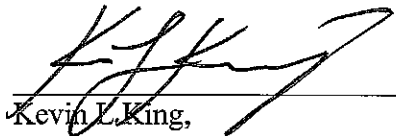
1000. All drainage facilities shall be maintained, constructed, reconstructed, repaired or replaced by SAFCA or its successors and assigns at its sole cost and expense (except for any damage thereto caused by RD 1000 or any of its agents, contractors or subcontractors) so as not to cause damage to the canal or levee (including erosion) or unreasonably interfere with the operation and maintenance of the Natomas Cross Canal and associated levee. Damage caused by the drainage, the drainage facilities or other such incidental uses described below shall be repaired in a timely manner to the satisfaction of RD 1000. The Drainage and Access Easement shall also allow for such incidental rights that are reasonably necessary for SAFCA's or its successors and assigns use and enjoyment of the Drainage and Access Easement, including but not limited to ingress and egress and temporary parking within the Drainage and Access Easement and adjacent area including the levee crown. RD 1000 reserves the right to limit such incidental rights due to adverse weather conditions, high canal levels or during an emergency at its sole discretion.

2. Access. SAFCA and its successors and assigns will have complete free and unimpeded access to the Drainage and Access Easement Area for reasonable construction, maintenance, monitoring, testing and related operational purposes except as noted below. To the extent reasonably necessary, RD 1000 hereby grants to SAFCA incidental rights of ingress, egress and temporary parking over other immediately adjacent portions of RD 1000's property for reasonable access to the Drainage and Access Easement Area and the uses described above. RD 1000 reserves the right to limit access and such incidental rights due to adverse weather conditions, high canal levels or during an emergency at its sole discretion. The location of the right of ingress and egress shall be reasonably located so that it does not unreasonably interfere with the reasonable uses of RD 1000's property.
3. Indemnification. SAFCA, its successors and assigns shall remain responsible for any damage to the RD 1000 facilities as a result of this permitted encroachment. SAFCA its successors and assigns agrees to save and hold RD 1000, its trustees, officers, employees and agents free and harmless from and to defend and indemnify them against any and all claims, including, without limitation, claims of personal injury or property damage, costs (including reasonable attorney fees), damages, liabilities and expenses arising as a result of the work authorized herein, including operations and maintenance, by any act or omission of SAFCA its successors and assigns or its agents, employees or contractors.
4. Attorneys' Fees. If legal action is initiated by any party hereto for the purpose of enforcing or interpreting this easement deed, the prevailing party or parties shall be entitled to recover from the losing party reasonable expenses, including reasonable attorney's fees, court costs and other legal costs, and any attorneys' fees and court costs incurred by the prevailing party in connection with any bankruptcy or insolvency proceeding of the non-prevailing party or any of its affiliates.
5. Entire Easement Deed. This instrument contains the entire easement deed between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect except a subsequent modification in writing, signed by both of the parties hereto.

All exhibits hereto are incorporated herein by reference.

6. No Waiver. No waiver of any default shall be implied from any omission of a party hereto take any action with respect to such default, if such default is continuing or repeated. A waiver of any default hereunder shall not be deemed to be a waiver of any subsequent default.
7. Severability. If any provision of this easement deed is held to be illegal, invalid or unenforceable under any law, such provision shall be fully severable, and this easement deed shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been comprised a part of this easement deed, and the remaining provisions of this easement deed shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision, or by its severance from this easement deed.
8. Binding on Successors. The provisions hereof shall inure to the benefit of and be binding upon the parties and their respective successors and assigns into perpetuity. Both RD 1000 and SAFCA acknowledge the long term intent is for SAFCA to assign its Drainage and Access Easement rights under this easement deed to Sutter County as the appropriate party for the collection and disposition of roadway drainage. SAFCA will do its best efforts to assign these Drainage and Access Easement rights to Sutter County.
9. Counterparts. This document may be executed in counterparts, which when taken together, shall be deemed to constitute one and the same document.

RECLAMATION DISTRICT NO. 1000



Kevin L. King,
General Manager

Date: 8/27/2025

SACRAMENTO AREA FLOOD CONTROL AGENCY

Richard Johnson,
Executive Director

Date: _____

EXHIBIT "A-1"

LEGAL DESCRIPTION

All that certain real property situated in the County of Sutter, State of California, being a portion of Section 23, Township 11 North, Range 3 East, Mount Diablo Meridian and being a portion of the lands of Reclamation District No. 1000, a California reclamation district, as said lands are described in that certain "Indenture" recorded September 26, 1945 in Book 218, at Page 378 and that certain "Grant Deed", recorded January 23, 1976 in Book 861, at Page 425, both Official Records of Sutter County and being more particularly described as follows:

A 50.00-foot-wide drainage and access easement strip, the centerline of which is described as follows:

COMMENCING at a found 3-1/2-inch aluminum disc, stamped "NLEP7", as said disc is shown on that certain Record of Survey entitled "Property Acquisitions for Natomas Levee Improvement Program" recorded September 10, 2012 in Book 18 of Record of Surveys, at Page 172, Sutter County Records, thence North 67°24'01" West 1775.22 feet the **POINT OF BEGINNING**;

Thence from said **POINT OF BEGINNING** along said centerline for the following three (3) courses:

1. North 49°01'41" West 179.43 feet;
2. North 34°07'21" West 43.68 feet;
3. North 64°07'36" West 73.93 feet more or less to a point on the Natomas Cross

Canal and also being the **POINT OF TERMINATION** from which a found 3-1/2-inch aluminum disc, stamped "NLEP9", as said disc is shown on said map bears South 47°25'26" West 9,706.93 feet.

The sidelines of said 50.00-foot-wide drainage and access easement strip are to be lengthened or shortened at the southerly end to terminate at the easterly Right-of-Way line of Garden Highway as described in that certain "Grant Deed", recorded on August 15, 1924 in

EXHIBIT "A-1"

LEGAL DESCRIPTION

Book 79 of Deeds, at Page 239 Official Records of Sutter County and are to be lengthened or shortened at the northerly end to terminate at the said Natomas Cross Canal.

EXCEPTING any portion lying outside the boundary of said lands.


Containing approximately 13,582 sq. ft. (0.312 acres), more or less.

All as shown on Exhibit "B-1", attached hereto and by this reference made a part hereof.

The basis of bearings for this description is based on the North American Datum of 1983 (NAD 83), California State Coordinate System (CCS83), Zone 2 (1991.35 epoch) as shown on that certain Record of Survey of "Natomas Basin Sacramento Area Flood Control Agency Natomas Levee Improvement Program" recorded in Book 18, of Surveys, at Page 172, Sutter County Records. All distances cited herein are grid values, which are the basis for the areas shown hereon. To obtain ground values multiply the distances and by the combined scale factor of 1.00006027.

End of Description

Prepared by me or under my direction:



Lester E. Carter Jr, CA. PLS No. 6148

11/16/2023

Date

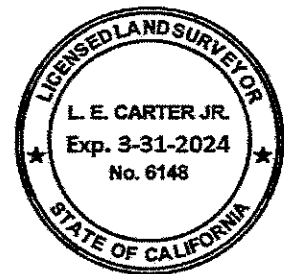



EXHIBIT "B-1"

LEGEND

- △ - GPS CONTROL PER 18-RS-172
- - DIMENSION POINT
- AC - ACRES
- APN - ASSESSOR PARCEL NUMBER
- JUA - JOINT USE AGREEMENT
- O.R. - OFFICIAL RECORDS
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- POT - POINT OF TERMINATION
- RS - RECORD OF SURVEY
- R/W - RIGHT-OF-WAY
- RD 1000 - RECLAMATION DISTRICT No. 1000
- SAFCA - SACRAMENTO AREA FLOOD CONTROL AGENCY
- SSJDD - SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
-  - DRAINAGE AND ACCESS EASEMENT



NOTES:

1. ALL RECORD REFERENCES ARE SUTTER COUNTY RECORDS UNLESS OTHERWISE NOTED.
2. THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83), CALIFORNIA STATE COORDINATE SYSTEM (CCS83), ZONE 2 (1991.35 EPOCH) AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "NATOMAS BASIN SACRAMENTO AREA FLOOD CONTROL AGENCY NATOMAS LEVEE IMPROVEMENT PROGRAM" RECORDED IN BOOK 18, OF SURVEYS, AT PAGE 172, SUTTER COUNTY RECORDS. ALL DISTANCES CITED HEREIN ARE GRID VALUES, WHICH ARE THE BASIS FOR THE AREAS SHOWN HEREON. TO OBTAIN GROUND VALUES MULTIPLY THE DISTANCES BY 1.00006027.

DRAINAGE AND ACCESS EASEMENT ID 1 RECLAMATION DISTRICT No. 1000

COUNTY OF SUTTER

APN: 35-010-023

STATE OF CALIFORNIA

DATE: 11/16/2023

SCALE: N/A

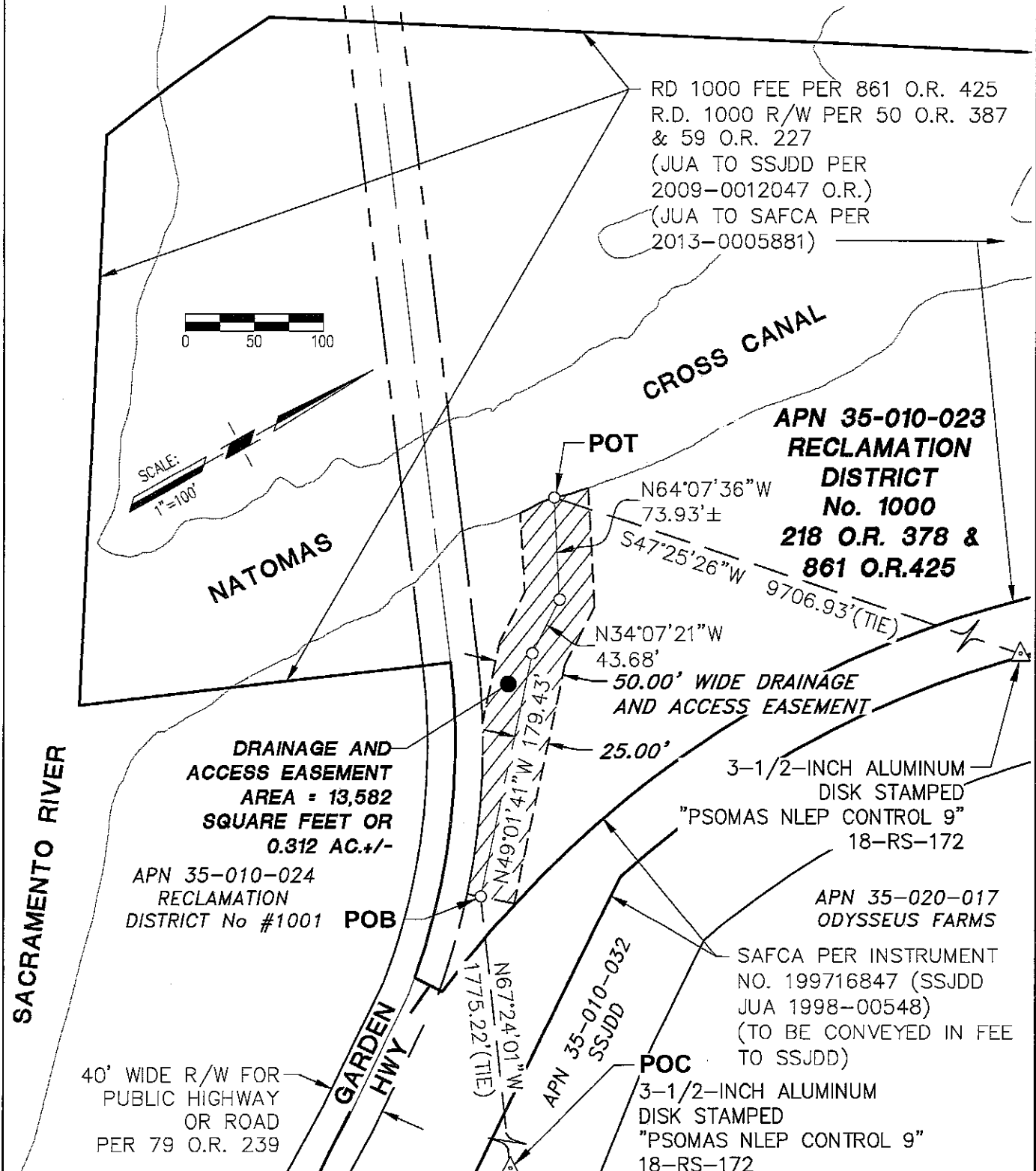
DRWN. BY: TRS CHK. BY: LEC

SHEET 1 OF 2

P S O M A S

1410 Rocky Ridge Drive, Suite 300
Roseville, Ca. 95661
(805) 503-3632

EXHIBIT "B-1"



DRAINAGE AND ACCESS EASEMENT ID 1
RECLAMATION DISTRICT No. 1000

COUNTY OF SUTTER

APN: 35-010-023

STATE OF CALIFORNIA

DATE: 11/16/2023

SCALE: 1" = 100'

DRWN. BY: TRS CHK. BY: LEC

SHEET 2 OF 2

PSOMAS

1410 Rocky Ridge Drive, Suite 300
 Roseville, Ca. 95661
 (916) 788-8122 (916) 788-0600 (FAX)

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 _____)

On _____ before me,

(insert name and title of the officer)

personally appeared

, 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 _____

(Seal)

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 _____)

On _____ before me,

(insert name and title of the officer)

personally appeared

, 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 _____ (Seal)

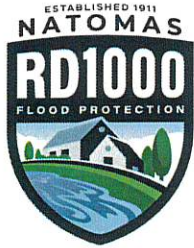
.....

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this deed dated _____ from Reclamation District No. 1000 (Grantor) to the Sacramento Area Flood Control Agency (Grantee), is hereby accepted pursuant to SAFCA Board of Directors Resolution No. 09-128 adopted on August 20, 2009, as clarified by Resolution No. 2015-110 adopted on November 19, 2019, and the Grantee consents to the recordation thereof by its duly authorized officer.

By _____ Dated: _____, 20__

Richard M. Johnson
SAFCA Executive Director



RECLAMATION DISTRICT NO. 1000
RESOLUTION NO. 2025-08-04

**A RESOLUTION OF THE BOARD OF TRUSTEES OF RECLAMATION DISTRICT NO. 1000
APPROVING THE EXECUTION AND DELIVERY OF AN INSTALLMENT PURCHASE AGREEMENT IN
AN AMOUNT NOT TO EXCEED \$5,400,000 TO ACQUIRE CERTAIN REAL PROPERTY AND
IMPROVMENTS THERETO AND CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH**

At a regular meeting of the Board of Trustees of Reclamation District No. 1000 held at the District Office on the 8th day of August 2025, the following resolution was approved and adopted:

WHEREAS, Board of Trustees (“Board”) of Reclamation District No. 1000 (“District”) is a reclamation district created by act of the legislature of the State of California, approved April 8, 1911; and,

WHEREAS, Reclamation District No. 1000 (the “District”), a special district duly organized and existing under and pursuant to the Constitution and laws of the State of California, proposes to acquire certain facilities to serve as a pump station repair facility and to acquire certain other improvements to the District’s System (the “2025 Project”); and

WHEREAS, this Board has determined that it is in the best interest of the District to execute and deliver an Installment Purchase Agreement (the “Installment Purchase Agreement”) with River City Bank (the “Bank”) to acquire the 2025 Project, and for the Bank to simultaneously re-sell the 2025 Project to the District and for the District to pay Installment Payments to the Bank as defined in and described further in the Installment Purchase Agreement;

NOW THEREFORE BE IT RESOLVED THAT: The Board of Trustees of Reclamation District No. 1000 hereby authorizes as follows:

1. Each of the matters set forth above is true and correct, and the Board of Trustees so finds and determines.
2. The Installment Purchase Agreement (the “Agreement”) between the District and the Bank is hereby approved. The President or Vice President of the Board of Trustees and the Secretary and the General Manager, or the designee thereof, are authorized for and on behalf of the District to execute and deliver the Agreement in substantially the form presented at this meeting, with only such revisions thereto as may be required or approved by District General Counsel or Stradling Yocca Carlson & Rauth LLP (“Special Counsel”), which will be conclusively evidenced by the execution and delivery of the Agreement; provided that the

Agreement shall not exceed a principal amount of \$5,400,000. The execution and delivery of the Installment Purchase Agreement is determined to be consistent with the District's Debt Management Policy and to the extent the execution and delivery of the Installment Purchase Agreement is not in compliance with the District's Debt Management Policy, such noncompliance is waived in accordance with the terms of the District's Debt Management Policy.

3. The Board of Trustees acknowledges that the good faith estimates required by Section 5852.1 of the California Government Code are disclosed in Exhibit A to this Resolution and are available to the public at the meeting at which this resolution is approved.
4. The President of the Board of Trustees, the Vice President of the Board of Trustees, the Secretary and the General Manager, or the designee thereof, and any other proper officer of the District, are each individually authorized and directed, for and on behalf of the District, to execute and deliver any other document, instrument or certificate in connection with the execution and delivery of the Agreement or as may be required to carry out the actions approved in this Resolution, as approved by the District's General Counsel or Special Counsel which will be conclusively evidenced by the execution and delivery of such document, instrument or certificate.
5. The Installment Purchase Agreement shall not commit the District to any future development or activities associated with the real property subject to the Installment Purchase Agreement—including the 2025 Project—and any future development or activities are explicitly conditioned on compliance with the California Environmental Quality Act ("CEQA"). Additionally, the Installment Purchase Agreement is subject to the following conditions: (1) the Installment Purchase Agreement shall not limit the District's choice of alternatives or mitigation measures under CEQA that may be necessary as a result of any future development associated with the real property subject to the Installment Purchase Agreement, including the no-project alternative; (2) the Installment Purchase Agreement includes no vested development entitlements, and no development entitlements shall be granted, prior to compliance with CEQA; (3) the Installment Purchase Agreement shall not bind the District, or commit the District to any definite course of action regarding the real property subject to the Installment Purchase Agreement, prior to CEQA compliance; (4) the Installment Purchase Agreement shall not restrict the District from denying any future discretionary approvals regarding the 2025 Project or real property subject to the Installment Purchase Agreement; and (5) the Installment Purchase Agreement shall not be a relinquishment of any rights necessary to comply with CEQA.

6. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the Agreement unless the context otherwise clearly requires.

7. This Resolution shall take effect immediately.

ON A MOTION BY Trustee Nick Avdis, seconded by Trustee Eva Hill the foregoing resolution was passed and adopted by the Board of Trustees of Reclamation District No. 1000, this 8th day of August 2025, by the following vote, to wit:

AYES: Trustees: Elena Lee Reeder, Nick Avdis, Jag Bains, Eva Hill, Ed Perez

NOES: Trustees: None

ABSTAIN: Trustees: None

RECUSE: Trustees: None

ABSENT: Trustees: Thom Gilbert, Tom Smith

Elena Lee Reeder
Elena Lee Reeder (Aug 29, 2025 16:33:33 PDT)

Elena Lee Reeder
President, Board of Trustees
Reclamation District No. 1000

CERTIFICATION:

I, Joleen Gutierrez, Secretary of Reclamation District No. 1000, hereby certify that the foregoing Resolution 2025-08-4 was duly adopted by the Board of Trustees of Reclamation District No. 1000 at the regular meeting held on the 8th day of August 2025 and made a part of the minutes thereof.



Joleen Gutierrez, District Secretary

Exhibit A

Good Faith Estimates

Set forth below are good faith estimates of River City Bank, as required under Section 5852.1 of the California Government Code (the "Code"). The following estimates have no bearing on, and should not be misconstrued as, any not-to-exceed financial parameters authorized by resolution.

(a) The true interest cost of the Agreement is estimated at 4.355%, calculated as provided in Section 5852.1(a)(1)(A) of the Code.

(b) The finance charge of the Agreement, including all fees and charges paid to third parties, is estimated at \$20,000.

(c) Proceeds of the Agreement expected to be received by the District in connection with the execution and delivery of the Agreement, less the finance charge described in (b) above and any capitalized interest or reserves paid from proceeds of the Agreement (if any) is equal to \$5,400,000.

(d) The total payment amount under the Agreement calculated as provided in Section 5852.1(a)(1)(D) of the Code is estimated at \$6,690,344.

The foregoing are estimates and the final costs will depend on market conditions and can be expected to vary from the estimated amounts set forth above.