

RESOLUTION NO. 2017-130

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE MASTER MAINTENANCE AGREEMENT WITH UNIVERSITY DISTRICT LLC AND VAST OAK L.P. FOR THE VAST OAK EAST DEVELOPMENT

WHEREAS, on April 8, 2014, the City Council of the City of Rohnert Park adopted Resolution 2014-035 approving the Tentative Map for the University District Specific Plan Area, prepared by MacKay & Soms and dated February 2014 (the "Tentative Map"), subject to certain conditions of approval ("Conditions"); and

WHEREAS, University District LLC ("Developer") has submitted the Final Maps for the second phase of development under the Tentative Map, specifically Phases 2-A, 2-B, 2-C, and 2-D for the Vast Oak East Property Phase 2 ("Phase 2 Maps"), consisting of 323 single-family residential lots, for approval; and

WHEREAS, the Phase 2 Maps have been reviewed by the City Engineer and City Surveyor and have been determined to be technically accurate and in conformance with the Tentative Map; and

WHEREAS, the Conditions of Approval for the Tentative Map require that Developer enter into an agreement with the City for the long-term maintenance of certain improvements, including but not limited to, landscaping on private and public property, stormwater treatment measures, and the Hinebaugh Creek Trail ("Improvements"), and to establish a Homeowner's Association ("Association") to perform ongoing maintenance responsibilities; and

WHEREAS, the City and Developer have previously entered into a Master Maintenance Agreement (Agreement) for the Vast Oak Phase 1 development; and

WHEREAS, the City and Developer now intend to enter into an Amendment to the Master Maintenance Agreement (Amendment) included as Exhibit A; and


WHEREAS, the Amendment provides the inclusion of the properties within the Phase 2 Maps under the Agreement; and

WHEREAS, the Amendment provides for the ongoing maintenance of Improvements within the boundaries of the Phase 2 Maps and the assignment of this responsibility to the Association when appropriate and satisfies the Conditions of the Tentative Map.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby approve the Amendment to the Master Maintenance Agreement included as Exhibit A.

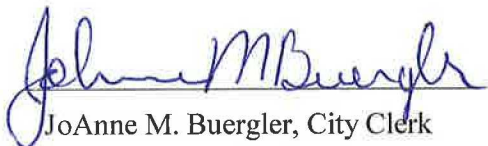
BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the Master Maintenance Agreement Amendment, in substantially similar form to that amendment attached hereto and incorporated by this reference as Exhibit A subject to minor modification by the City Manager or City Attorney.

DULY AND REGULARLY ADOPTED this 14th day of November, 2017.



Jake Mackenzie, Mayor

ATTEST:



JoAnne M. Buerger, City Clerk

Attachment: Exhibit A

AHANOTU: Aye BELFORTE: Aye CALLINAN: Aye STAFFORD: Aye MACKENZIE: Aye
AYES: (5) NOES: (0) ABSENT: (0) ABSTAIN: (0)

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Rohnert Park)
130 Avram Avenue)
Rohnert Park, CA 94928)
Attention: City Clerk)

(Space Above This Line for Recorder's Use Only)
Exempt from recording fee per Gov. Code § 27383

AMENDMENT TO MASTER MAINTENANCE AGREEMENT

This AMENDMENT TO MASTER MAINTENANCE AGREEMENT (“**Amendment**”), is made as of _____ by and between UNIVERSITY DISTRICT, LLC, a Delaware limited liability company, and VAST OAK PROPERTIES, L.P., a California Limited Partnership, (collectively, “**Developer**”), and CITY OF ROHNERT PARK, a California municipal corporation (the “**City**”).

1. **Maintenance Agreement.** On April 13, 2016, Developer and City entered into an agreement entitled “MASTER MAINTENANCE AGREEMENT (University District - Vast Oak)” dated April 13, 2016 (the “**Maintenance Agreement**”).

2. **Right to Assign.** Pursuant to Section 17 of the Maintenance Agreement, City and Developer desire to add the Added Property, described in Exhibit A, attached hereto and incorporated herein by this reference, to the Maintenance Agreement.

3. **Effective Date.** The term “Effective Date” shall mean the date set forth above.

4. **Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Maintenance Agreement.

5. **Project Improvements.** The term “Project Improvements,” as defined in the Maintenance Agreement, is hereby amended to include those improvements described in Exhibit B, attached hereto and incorporated herein by this reference.

6. **Additional Obligations.** Except as expressly set forth herein, all of the covenants, obligations and rights set forth in the Maintenance Agreement shall apply to the Added Property and Developer.

7. **Miscellaneous.**

a. Each party to this Agreement shall execute and deliver such instruments, documents and other written information and take such other actions as the other party may reasonably require in order to carry out the intent of this Agreement.

b. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

c. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

Resolution Exhibit A

d. This Agreement is made and entered into in California, and the laws of California shall govern the validity and interpretation hereof and the performance by the parties hereto of their respective duties and obligations.

e. This Agreement shall be recorded in the Official Records of the County of Sonoma, State of California.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

DEVELOPER:

University District LLC, a
Delaware Limited Liability Company

By: _____
Name: _____
Title: _____
[Signature must be notarized]

Vast Oak Properties L.P., a
California Limited Partnership

By: _____
Name: _____
Title: _____
[Signature must be notarized]

CITY:

City of Rohnert Park, a
Municipal Corporation

By: _____
Darrin Jenkins, City Manager
[Signature must be notarized]

ATTEST:

JoAnne M. Buergler, City Clerk

APPROVED AS TO FORM:

Michelle Marchetta Kenyon, City Attorney

ACKNOWLEDGMENTS

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 _____, 20__ before me, _____, 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.

Signature: _____ (seal)

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 _____, 20__ before me, _____, 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.

Signature: _____ (seal)

ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
COUNTY OF _____)

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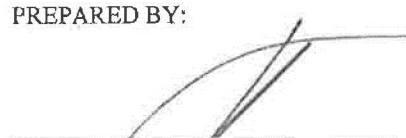
EXHIBIT A
DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

RESULTANT PARCEL 1 AS MADE PURSANT TO THAT CERTAIN LOT LINE ADJUSTMENT RECORDED OCTOBER 20, 2017, AS INSTRUMENT NO. 2017-081679 AND RESULTANT PARCEL D2 AS MADE PURSANT TO THAT LOT LINE ADJUSTMENT RECORDED FEBRUARY 11, 2015, AS INSTRUMENT NO. 2015-010549, SOMONA COUNTY RECORDS.

END OF DESCRIPTION

PREPARED BY:


IAN BRUCE MACDONALD
LICENSED LAND SURVEYOR NO. 8817
STATE OF CALIFORNIA



11/2/17
DATE

Mackay & Somps
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
6142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

NOTES:

1. "UD ASSOCIATION" MAINTAINS THE FOLLOWING:
 - A. ALL PARKWAY STRIPS WITHIN CITY RIGHT OF WAY INCLUDING PUBLIC PARKS
 - B. BIKE TRAIL AT NORTH AND SOUTH SIDE OF HINEBAUGH CREEK
 - C. BIKE TRAIL AT WEST SIDE OF SCENIC CORRIDOR WETLANDS
 - D. PARCEL "A" AT WEST SIDE OF KEVIN PLACE, ENTRY PARCELS AT INTERSECTIONS OF KARRINGTON/RPX & KERRY/RPX
 - E. SOUTH SIDE OF KYLE PLACE ALONG ROHNERT PARK EXPRESSWAY
 - F. SOUTH SIDE OF KATLYN PLACE ALONG ROHNERT PARK EXPRESSWAY
2. ALL FRONTYARD AND SIDEYARD (OUTSIDE OF LOT FENCE) LANDSCAPING WILL BE OWNED BY THE INDIVIDUAL LOT OWNER BUT MAINTAINED BY THE HOA. THE HOA WILL ALSO MAINTAIN THE FOLLOWING INFRASTRUCTURE:
 - A. GANG MAILBOXES IN PARKWAYS; SUBJECT TO POSTAL SERVICE APPROVAL
 - B. PEDESTRIAN BRIDGE OVER HINEBAUGH CREEK (FUTURE PHASE)
 - C. HOA MAINTAINS TRAIL, LANDSCAPING, AND FENCE ON REDWOOD PARK ESTATES, PER EXHIBIT "C"
3. HOA MAINTAINS VEGETATION, SLOPES, ACCESS ROAD, PUMP AND LOW-FLOW PIPE, AND FENCES WITHIN BASIN
4. CITY MAINTAINS GRAVITY OUTFALL PIPES TO HINEBAUGH CREEK AND INCOMING PIPES TO BASIN.

PROPOSED LAND USE SUMMARY

PARCEL	LANDUSE	OWNERSHIP	AREA (NET)
LOTS ROADWAYS	OPEN SPACE		19.52 AC
			29.00 AC
			14.63 AC
TOTAL			63.15 AC



SHEET 1 OF 3

VAST OAK PHASE 2
MAINTENANCE RESPONSIBILITIES

EXHIBIT B

CITY OF ROHNERT PARK COUNTY OF SONOMA CALIFORNIA

MACKEY & SOMPS

PLANNERS
ENGINEERS
5128 FRANKLIN DR., PLEASANTON, CA 94588
(925) 225-1880

OFFICE	NTS	SCALE	DATE	JOB NO.
PLEASANTON	11-06-2017	19535-010		



LEGEND

OWNERSHIP	MAINTENANCE
	HOA
	CITY
	HOA (DRIVE AISLE)
	CITY
	HOA (V.O. BASIN)
	PRIVATELY OWNED FRONT & SIDE YARD OUTSIDE OF LOT FENCE
	HOA

SHEET 2 OF 3

VAST OAK PHASE 2
MAINTENANCE RESPONSIBILITIES

EXHIBIT B
CITY OF ROHNERT PARK
COUNTY OF SONOMA
CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5148 FARMER DR. PLEASANTON, CA 94588
(925) 222-5090

PLEASANTON	NTS	11-06-2017	19539.010
OFFICE	SCALE	DATE	JOB NO.

ROHNERT PARK EXPRESSWAY

PARCEL F
COMMERCIAL CENTER
(NOT A PART OF
"UD ASSOCIATION")

NOT A PART

KAREN PLACE

KAREN PLACE

KAITLYN PLACE