

RESOLUTION NO. 2018-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING THE CITY MANAGER TO EXECUTE A LOT LINE ADJUSTMENT WITH RP APARTMENT INVESTMENTS LLC TO TAKE A PORTION OF PUBLIC PROPERTY, TO GRANT TWO STORM DRAIN EASEMENT TO RP APARTMENT INVESTMENTS LLC, TO ACCEPT REPLACEMENT AND RELOCATION OF THE EXISTING FENCE INSTEAD OF PAYMENT FOR THE PROPERTY AND EASEMENTS, AND TO ACCEPT THE GRANT OF AN EASEMENT FROM RP APARTMENT INVESTMENTS LLC FOR THE PURPOSE OF FUTURE PATHWAY ACCESS

WHEREAS, Parcel Map 53, recorded on August 23, 1978, shows that a portion of land called out as Parcel A was dedicated to the City for a future bike and landscaping pathway ("Pathway Parcel"); and

WHEREAS, in 1981, the Creekview Place Apartments were constructed with the following facilities encroaching on the Pathway Parcel:

- A portion of an apartment complex building
- Four portions of the parking lot associated with the apartment complex
- Two private storm drain lines serving the apartment complex
- A property fence for the apartment complex; and

WHEREAS, currently, there is an existing multi-use path just north of the Pathway Parcel on City of Rohnert Park property parallel to Copeland Creek ("Multi-Use Pathway") and there is no need for an additional path to be constructed on City property; and

WHEREAS, RP Apartment Investments LLC, the owner of the Creekview Place Apartments, is requesting the following:

- A lot line adjustment for the parking lot areas and apartment complex building encroach into the Pathway Parcel
- Two storm drain easements for the private storm drain lines serving the apartment complex; and

WHEREAS, the lot line adjustment will consist of RP Apartment Investments LLC acquiring approximately 1,212 square feet of City property; and

WHEREAS, the two proposed storm drain easements are approximately 1,067 square feet; and

WHEREAS, the staff determined the worth of the lot line adjustment property and two storm drain easements is approximately \$43,974.99; and

WHEREAS, the City is willing to grant a lot line adjustment and two storm drain easements in exchange for the following:

- The RP Apartment Investments LLC owned chain link fence encroaching on the City's property be relocated as shown in Exhibit A
- Replacement of the chain link fence fronting the Pathway Parcel with a tubular steel fence for pathway beautification as part of the Priority Development Area plan implementation; and


WHEREAS, staff determined that approximately 860 feet of fence would need to be replaced, and the replacement cost is equivalent to the appraised value of the lot line adjustment property and easement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby approve granting the lot line adjustment and storm drain easement to RP Apartment LLC, and accepting an easement from RP Apartment LLC for the purpose of correcting an existing property encroachment issue;

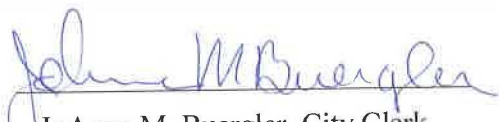
BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take all actions to effectuate the grant of the lot line adjustment and all easement deeds related to the Pathway Parcel by and on behalf of the City of Rohnert Park, including execution and recordation, if necessary, in substantially similar form to the easements and agreements attached hereto as Exhibit "B", and incorporated herein by this reference, subject to minor modifications by the City Manager or City Attorney.

DULY AND REGULARLY ADOPTED this 13th day of February, 2018.

CITY OF ROHNERT PARK

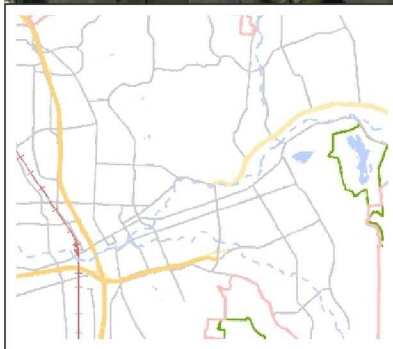
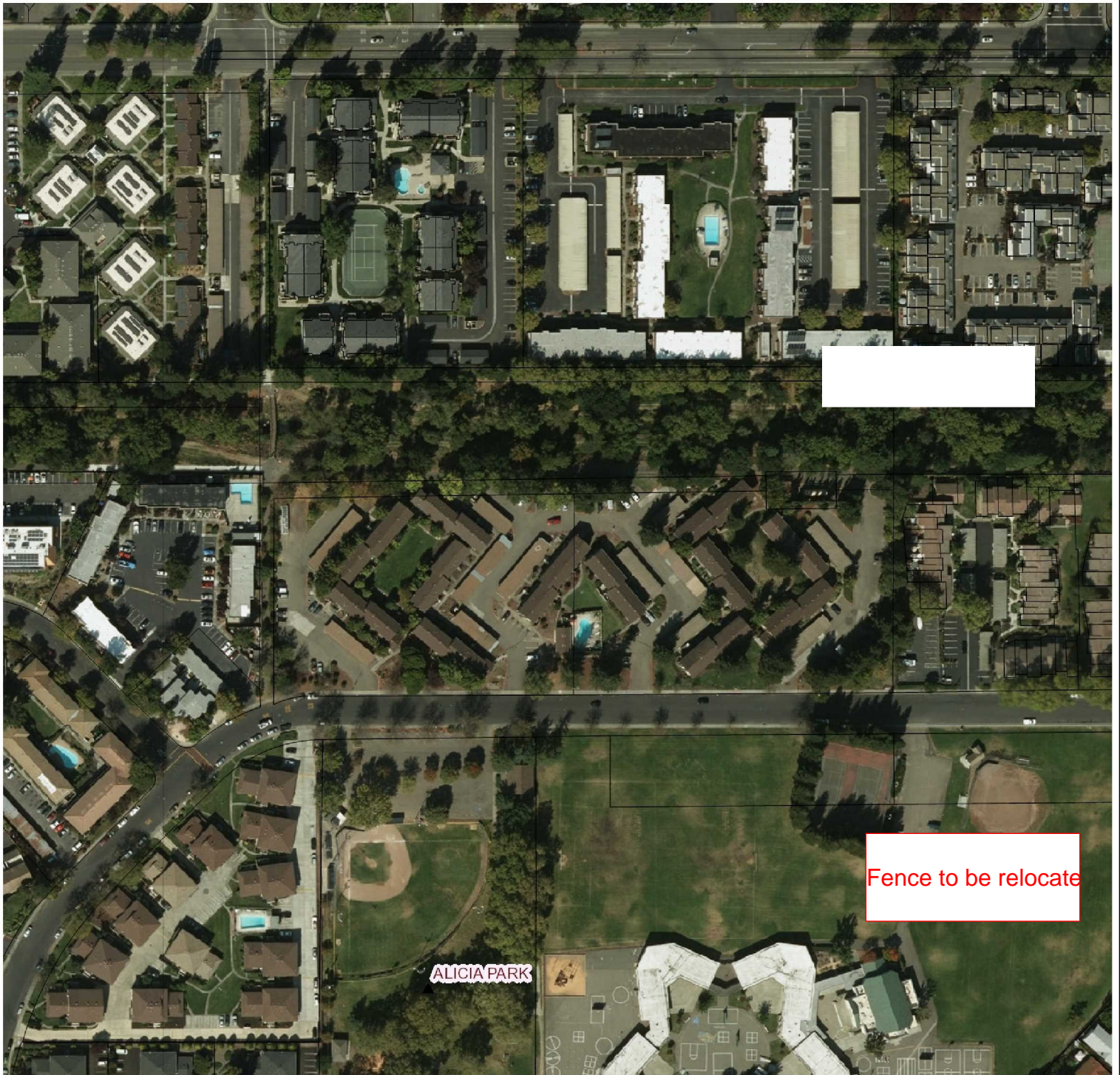

Pam Stafford, Mayor

ATTEST:


JoAnne M. Buergler, City Clerk

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

Fence Location



Enter Description



1/31/2018

Scale 1: 2,400

0 Miles 0.04

This Document is Recorded
For the Benefit of the
City of Rohnert Park
and is Exempt from Fee
Per Government Code
Sections 6103 and 27383

When Recorded, Mail to:

City of Rohnert Park
130 Avram Ave.
Rohnert Park, CA 94928

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF STORM DRAIN EASEMENT AGREEMENT

This STORM DRAIN EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into effective as of this ____ day of _____, 2018, by and between the City of Rohnert Park, a municipal corporation (the “**Grantor**”), and, RP Apartment Investments LLC (the “**Grantee**”), a Limited Liability Corporation, with reference to the following facts and intentions:

RECITALS

A. Grantee is the owner of that certain real property located in the City of Rohnert Park, County of Sonoma, State of California, as more particularly described as Parcel 1 in Map Book 273 Page 45, Rohnert Park, California (APN 143-061-034) (the “**Property**”); and

B. Historical storm drain utilities exist from the improvements on the Property over property owned by Grantor, City of Rohnert Park; and

C. Grantee has requested that Grantor grant a storm drain easement over the Property to formalize this storm drain line; and

D. Grantor is willing to grant to Grantee and Grantee is willing to accept a non-exclusive easement over those certain portions of the Property, as more particularly described in the legal description attached hereto as Exhibit “A” and as shown on the plat attached hereto as Exhibit “B” (the “**Easement Area**”), for the purpose of storm drain utilities on the terms and conditions as provided herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive easement over and across the Easement Area for the purpose of enabling private

storm drain line on the the Property (the “**Easement**”) on the terms and conditions set forth herein.

2. Restrictions on Use of Easement Area. The Easement Area shall not be used for any purpose other than as a Storm Drain Easement. The Parties agree that no wall, fence or barrier of any kind which impairs or impedes access to, or use of, any of the Easement shall be constructed or maintained on the Easement Area, nor shall the Parties do anything which shall prevent, impair or discourage the use of the Easement or the free access and pedestrian movement across the Easement Area.

3. Maintenance of the Easement Area. Grantee and its successors and assigns shall, at Grantee’s sole cost and expense without reimbursement, be obligated to maintain, repair, reconstruct, and care for the Easement Area in perpetuity in accordance with this Agreement. Any damage caused by Grantee, or by any of Grantee’s lessees, licensees, permittees, agents, employees, contractors and/or successors and assigns to the Easement Area shall be promptly repaired by Grantee, at its sole cost and expense.

4. Indemnification. Grantee shall, indemnify, protect, defend and hold harmless Grantor, and its officers, agents, employees, contractors, licensees, permittees, transferees, successors and assigns (each, an “**Indemnitee**” and collectively, “**Indemnitees**”) from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys’ fees and costs) and liabilities of whatever kind or nature (collectively, “**Claims**”), that arise from or occur in whole or in part as a result of the actions during the construction or maintenance of the Easement by Grantor or its employees, agents, representatives, contractors, subcontractors, consultants, or invitees, or the performance of, or failure to perform, Grantee’s duties under this Agreement, including, but not limited to, Claims arising out of: (a) injury to or death of persons, including but not limited to employees of Grantor or Grantee; (b) injury to property or other interest of Grantor, Grantee, or any third party; (c) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all of the foregoing relating to the environment and including any liability imposed by law or regulation without regard to fault, excepting only with respect to any Indemnitee, to the extent of any Claim arising from the gross negligence or willful misconduct of such Indemnitee. Without limiting the generality of the foregoing, Grantee shall indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any labor performed on the Foxtail Golf Course property by, or at the request or for the benefit of, Grantee, excepting only with respect to any Indemnitee, to the extent of any Claim arising from the gross negligence or willful misconduct of such Indemnitee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Grantee is obligated to indemnify or provide a defense hereunder, Grantee upon written notice from Grantor shall defend such action or proceeding at Grantee’s sole expense by counsel reasonably acceptable to Grantor.

5. Rights of Grantor. Grantor shall retain the right for itself, and its personal representatives, heirs, successors, and assigns all rights accruing from its ownership of the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not inconsistent with the terms of this Agreement.

6. Recordation and Binding on Successors. This Agreement shall be recorded in the Recorder's Office in the County of Sonoma and, upon such recordation, shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

7. Exclusivity. The Easement granted hereunder is non-exclusive and Grantor reserves the right to use and grant other easement rights in and to the Easement Area, subject to the terms of this Agreement, and provided that such easement rights shall not unreasonably interfere with the Easement rights granted hereunder.

8. Term of Agreement. This Agreement and the Easement contained herein may be terminated upon mutual written consent of the parties.

9. Attorneys' Fees and Governing Law. This Agreement may be enforced by an action at law or in equity and in the event that suit is brought for the enforcement of this Agreement or as the result of any alleged breach thereof, the prevailing party in such suit shall be entitled to recover reasonable attorneys' fees from the other party and any judgment or decree rendered in such suit shall include an award therefore. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of California.

10. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, this determination shall not affect any other provision of this Agreement, and all other provisions shall remain in full force and effect.

11. Notices. All notices or demands which either party is required or desires to give to the other shall be given in writing by certified mail, return receipt requested with the appropriate postage paid, by personal delivery, by facsimile or by private overnight courier service to the address or facsimile number set forth below for the respective party, or such other address or facsimile number as either party may designate by written notice to the other. All such notices or demands shall be effective as of actual receipt or refusal of delivery. Should any act or notice required hereunder fall due on a weekend or holiday, the time for performance shall be extended to the next business day.

If to Grantee:

Attn: _____
Phone: _____
Email: _____

With a copy to:

Attn: _____
Phone: _____
Email: _____

If to Grantor: City of Rohnert Park
130 Avram Ave.
Rohnert Park, CA 94928
Attn: City Manager's Office
Phone: 707-588-2232
Email: admin@prcity.org

With a copy to: Michelle Marchetta Kenyon
Rohnert Park City Attorney
Burke, Williams & Sorensen
1901 Harrison Street, Suite 900
Oakland, CA 94612
Phone: 510-273-8780
Email: mkenyon@bwslaw.com

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and when taken together they shall constitute one and the same Agreement.

13. Entire Agreement. This Agreement contains the entire agreement 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 excepting a subsequent modification in writing signed by the parties to be charged.

[Signatures on the Following Page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first written.

GRANTEE:

RP Apartment Investments
A Limited Liability Corporation

GRANTOR:

City of Rohnert Park,
a municipal corporation

By: _____
Name _____
Title: _____

By: _____
Name _____
Title: _____

ACKNOWLEDGEMENT

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)
)ss
COUNTY OF _____)

On _____, before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

Personally appeared _____,
Name of Signer(s)

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(is), 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.

(S E A L)

Signature of Notary Public

ACKNOWLEDGEMENT

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)
)ss

COUNTY OF _____)

On _____, before me, _____,

Date

Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

Personally appeared _____,

Name of Signer(s)

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(is), 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 of Notary Public

(S E A L)

**LEGAL DESCRIPTION
STORM DRAINAGE EASEMENT NO. 1**

EXHIBIT "A"

10' STORM DRAINAGE EASEMENT #1

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL "A" AS SHOWN UPON THE MAP ENTITLED "ROHNERT PARK PARCEL MAP NO. 53", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON AUGUST 23, 1978, IN BOOK 273 OF MAPS, AT PAGE 44, SONOMA COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF PARCEL "1", OF SAID ROHNERT PARK PARCEL MAP NO. 53"; THENCE N89°53'36"E, A DISTANCE OF 61.78 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF SAID PARCEL 1, TO THE **TRUE POINT OF BEGINNING**; THENCE N00°36'30"E, 20.00 FEET TO THE NORTH LINE OF SAID PARCEL A; THENCE N89°53'36"E, A DISTANCE OF 10.00 FEET; THENCE S00°36'30"W, A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL A; THENCE S89°53'36"W, ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 200 SQUARE FEET, MORE OR LESS.

SHEET 1 OF 2

SEE EXHIBIT "B" FOR PLAT



JOB NUMBER: 171103	
SCALE: 1"=30'	
DRAWN BY: MWS	
APPROVED BY: MWS	
DATE	REVISION HISTORY
2/07/18	EASEMENT DESCRIPTION/PLAT



**REPUBLIC
NATIONAL**

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
PHONE: (407) 862-4200
FAX: (407) 862-6229



A handwritten signature in black ink, appearing to read "Michael W. Solitro".

2/07/18

MICHAEL W. SOLITRO,
SURVEYOR NO. 9084
STATE OF CALIFORNIA
FOR THE FIRM OF
REPUBLIC NATIONAL, INC.

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION STORM DRAINAGE NO. 1

10' STORM DRAINAGE EASEMENT
±200 SQ. FT.

CITY OF ROHNERT PARK
PARCEL NO. NOT AVAILABLE

CITY OF ROHNERT PARK
PARCEL NO. NOT AVAILABLE

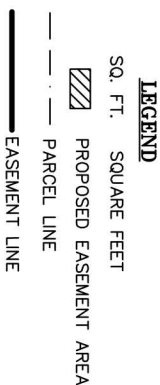
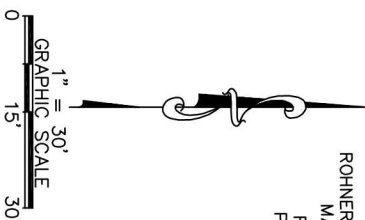
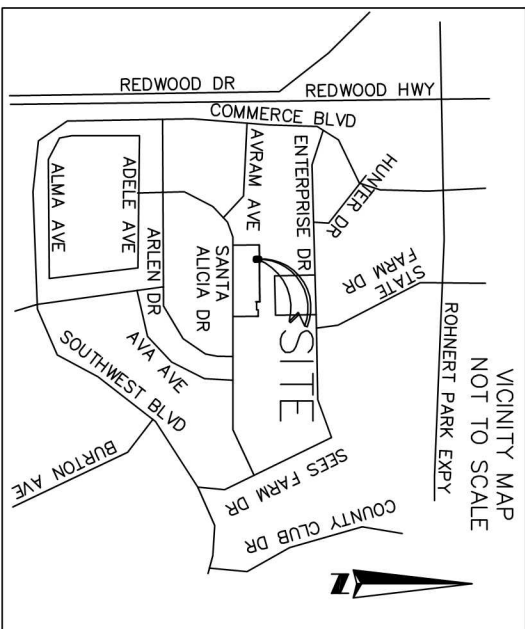
PARCEL A
20' BICYCLE PATH & LANDSCAPE PARCEL
ROHNERT PARK PARCEL MAP NO. 53
MAP BOOK 273, PAGE 44

**POINT OF
COMMENCEMENT**
NORTHWESTERLY CORNER
PARCEL 1

**TRUE POINT OF
BEGINNING**
10' STORM DRAINAGE EASEMENT #1

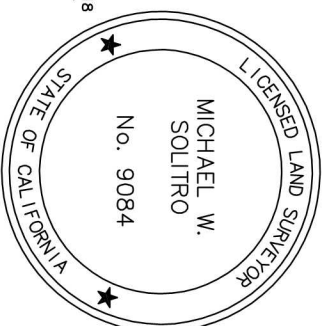
10' PACIFIC GAS AND ELECTRIC
COMPANY EASEMENT INSTRUMENT NO.
800059980 AND 800064591

PARCEL 1
ROHNERT PARK PARCEL MAP NO. 53
MAP BOOK 273, PAGE 44
RP APT INVESTMENTS LLC
PARCEL NO. 143-061-034



SURVEYOR NOTE:
1. BEARINGS ARE BASED ON THE
MONUMENTED CENTERLINE OF SANTA ALICIA
DRIVE AS BEING N89°52'24"E, PER
ROHNERT PARK PARCEL MAP NO. 53, MAP
BOOK 273, PAGE 44

MICHAEL W. SOLITRO,
SURVEYOR NO. 9084
STATE OF CALIFORNIA
FOR THE FIRM OF
REPUBLIC NATIONAL, INC.



REPUBLIC
NATIONAL

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
PHONE: (407) 862-4200
FAX: (407) 862-6229

This Document is Recorded
For the Benefit of the
City of Rohnert Park
and is Exempt from Fee
Per Government Code
Sections 6103 and 27383

When Recorded, Mail to:

City of Rohnert Park
130 Avram Ave.
Rohnert Park, CA 94928

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF STORM DRAIN EASEMENT AGREEMENT

This STORM DRAIN EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into effective as of this ____ day of _____, 2018, by and between the City of Rohnert Park, a municipal corporation (the “**Grantor**”), and, RP Apartment Investments LLC, a Limited Liability Corporation (the “**Grantee**”), with reference to the following facts and intentions:

RECITALS

A. Grantee is the owner of that certain real property located in the City of Rohnert Park, County of Sonoma, State of California, as more particularly described as Parcel 2 in Map Book 273 Page 45, Rohnert Park, California (APN 143-061-035) (the “**Property**”); and

B. Historical storm drain utilities exist from the improvements on the Property over property owned by Grantor, City of Rohnert Park; and

C. Grantee has requested that Grantor grant a storm drain easement over the Property to formalize this storm drain line; and

D. Grantor is willing to grant to Grantee and Grantee is willing to accept a non-exclusive easement over those certain portions of the Property, as more particularly described in the legal description attached hereto as Exhibit “A” and as shown on the plat attached hereto as Exhibit “B” (the “**Easement Area**”), for the purpose of storm drain utilities on the terms and conditions as provided herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive easement over and across the Easement Area for the purpose of enabling private

storm drain line on the the Property (the “**Easement**”) on the terms and conditions set forth herein.

2. Restrictions on Use of Easement Area. The Easement Area shall not be used for any purpose other than as a Storm Drain Easement. The Parties agree that no wall, fence or barrier of any kind which impairs or impedes access to, or use of, any of the Easement shall be constructed or maintained on the Easement Area, nor shall the Parties do anything which shall prevent, impair or discourage the use of the Easement or the free access and pedestrian movement across the Easement Area.

3. Maintenance of the Easement Area. Grantee and its successors and assigns shall, at Grantee’s sole cost and expense without reimbursement, be obligated to maintain, repair, reconstruct, and care for the Easement Area in perpetuity in accordance with this Agreement. Any damage caused by Grantee, or by any of Grantee’s lessees, licensees, permittees, agents, employees, contractors and/or successors and assigns to the Easement Area shall be promptly repaired by Grantee, at its sole cost and expense.

4. Indemnification. Grantee shall, indemnify, protect, defend and hold harmless Grantor, and its officers, agents, employees, contractors, licensees, permittees, transferees, successors and assigns (each, an “**Indemnitee**” and collectively, “**Indemnitees**”) from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys’ fees and costs) and liabilities of whatever kind or nature (collectively, “**Claims**”), that arise from or occur in whole or in part as a result of the actions during the construction or maintenance of the Easement by Grantor or its employees, agents, representatives, contractors, subcontractors, consultants, or invitees, or the performance of, or failure to perform, Grantee’s duties under this Agreement, including, but not limited to, Claims arising out of: (a) injury to or death of persons, including but not limited to employees of Grantor or Grantee; (b) injury to property or other interest of Grantor, Grantee, or any third party; (c) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all of the foregoing relating to the environment and including any liability imposed by law or regulation without regard to fault, excepting only with respect to any Indemnitee, to the extent of any Claim arising from the gross negligence or willful misconduct of such Indemnitee. Without limiting the generality of the foregoing, Grantee shall indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any labor performed on the Foxtail Golf Course property by, or at the request or for the benefit of, Grantee, excepting only with respect to any Indemnitee, to the extent of any Claim arising from the gross negligence or willful misconduct of such Indemnitee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Grantee is obligated to indemnify or provide a defense hereunder, Grantee upon written notice from Grantor shall defend such action or proceeding at Grantee’s sole expense by counsel reasonably acceptable to Grantor.

5. Rights of Grantor. Grantor shall retain the right for itself, and its personal representatives, heirs, successors, and assigns all rights accruing from its ownership of the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not inconsistent with the terms of this Agreement.

6. Recordation and Binding on Successors. This Agreement shall be recorded in the Recorder's Office in the County of Sonoma and, upon such recordation, shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

7. Exclusivity. The Easement granted hereunder is non-exclusive and Grantor reserves the right to use and grant other easement rights in and to the Easement Area, subject to the terms of this Agreement, and provided that such easement rights shall not unreasonably interfere with the Easement rights granted hereunder.

8. Term of Agreement. This Agreement and the Easement contained herein may be terminated upon mutual written consent of the parties.

9. Attorneys' Fees and Governing Law. This Agreement may be enforced by an action at law or in equity and in the event that suit is brought for the enforcement of this Agreement or as the result of any alleged breach thereof, the prevailing party in such suit shall be entitled to recover reasonable attorneys' fees from the other party and any judgment or decree rendered in such suit shall include an award therefore. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of California.

10. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, this determination shall not affect any other provision of this Agreement, and all other provisions shall remain in full force and effect.

11. Notices. All notices or demands which either party is required or desires to give to the other shall be given in writing by certified mail, return receipt requested with the appropriate postage paid, by personal delivery, by facsimile or by private overnight courier service to the address or facsimile number set forth below for the respective party, or such other address or facsimile number as either party may designate by written notice to the other. All such notices or demands shall be effective as of actual receipt or refusal of delivery. Should any act or notice required hereunder fall due on a weekend or holiday, the time for performance shall be extended to the next business day.

If to Grantee:

Attn: _____
Phone: _____
Email: _____

With a copy to:

Attn: _____
Phone: _____
Email: _____

If to Grantor: City of Rohnert Park
130 Avram Ave.
Rohnert Park, CA 94928
Attn: City Manager's Office
Phone: 707-588-2232
Email: admin@prcity.org

With a copy to: Michelle Marchetta Kenyon
Rohnert Park City Attorney
Burke, Williams & Sorensen
1901 Harrison Street, Suite 900
Oakland, CA 94612
Phone: 510-273-8780
Email: mkenyon@bwslaw.com

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and when taken together they shall constitute one and the same Agreement.

13. Entire Agreement. This Agreement contains the entire agreement 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 excepting a subsequent modification in writing signed by the parties to be charged.

[Signatures on the Following Page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first written.

GRANTEE:

RP Apartment Investments
A Limited Liability Corporation

GRANTOR:

City of Rohnert Park,
a municipal corporation

By: _____
Name _____
Title: _____

By: _____
Name _____
Title: _____

ACKNOWLEDGEMENT

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)
)ss
COUNTY OF _____)

On _____, before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

Personally appeared _____,
Name of Signer(s)

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(is), 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.

(S E A L)

Signature of Notary Public

ACKNOWLEDGEMENT

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)
)ss

COUNTY OF _____)

On _____, before me, _____,

Date

Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

Personally appeared _____,

Name of Signer(s)

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(is), 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 of Notary Public

(S E A L)

**LEGAL DESCRIPTION
STORM DRAINAGE EASEMENT NO. 2**

EXHIBIT "A"

STORM DRAINAGE EASEMENT #2

THE EASEMENT REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL "A" AS SHOWN UPON THE MAP ENTITLED "ROHNERT PARK PARCEL MAP NO. 53", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON AUGUST 23, 1978, IN BOOK 273 OF MAPS, AT PAGE 44, SONOMA COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF PARCEL "2", OF SAID ROHNERT PARK PARCEL MAP NO. 53"; THENCE S89°53'36"W, A DISTANCE OF 252.54 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF SAID PARCEL 2, TO THE **TRUE POINT OF BEGINNING**; THENCE N20°50'33"W, 19.12 FEET; THENCE S81°44'27"E, A DISTANCE OF 114.67 FEET; THENCE S00°52'30"W, A DISTANCE OF 1.20 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL A; THENCE S89°53'36"W, ALONG SAID SOUTH LINE, A DISTANCE OF 42.71 FEET; THENCE N70°38'34"W, A DISTANCE OF 16.78 FEET; THENCE S89°53'36"W, A DISTANCE OF 27.05 FEET; THENCE S66°55'36"W, A DISTANCE OF 3.64 FEET; THENCE N81°44'27"W, A DISTANCE OF 9.23 FEET; THENCE S20°50'33"E, A DISTANCE OF 4.80 FEET; THENCE S66°55'36"W, A DISTANCE OF 2.62 FEET TO THE SOUTH LINE OF SAID PARCEL A; THENCE S89°53'36"W, ALONG SAID SOUTH LINE, A DISTANCE OF 7.89 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 770 SQUARE FEET, MORE OR LESS.

SHEET 1 OF 2



SEE EXHIBIT "B" FOR PLAT

JOB NUMBER: 171103	
SCALE: 1"=30'	
DRAWN BY: MWS	
APPROVED BY: MWS	
DATE	REVISION HISTORY
2/07/18	EASEMENT DESCRIPTION/PLAT



**REPUBLIC
NATIONAL**

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
PHONE: (407) 862-4200
FAX: (407) 862-6229



A handwritten signature in black ink, appearing to read "Michael W. Solitro".

2/07/18

MICHAEL W. SOLITRO,
SURVEYOR NO. 9084
STATE OF CALIFORNIA
FOR THE FIRM OF
REPUBLIC NATIONAL, INC.

EXHIBIT "B"

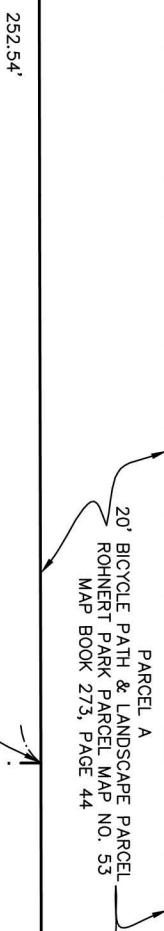
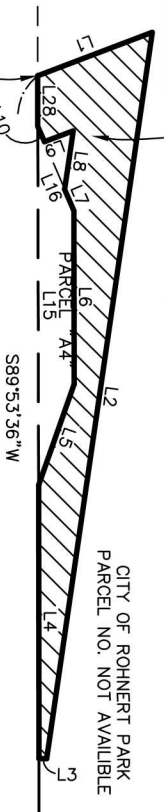
PLAT TO ACCOMPANY LEGAL DESCRIPTION

STORM DRAINAGE NO. 2

PROPOSED
STORM DRAINAGE
EASEMENT #2
770 SQ. FT.

TRUE POINT OF
BEGINNING

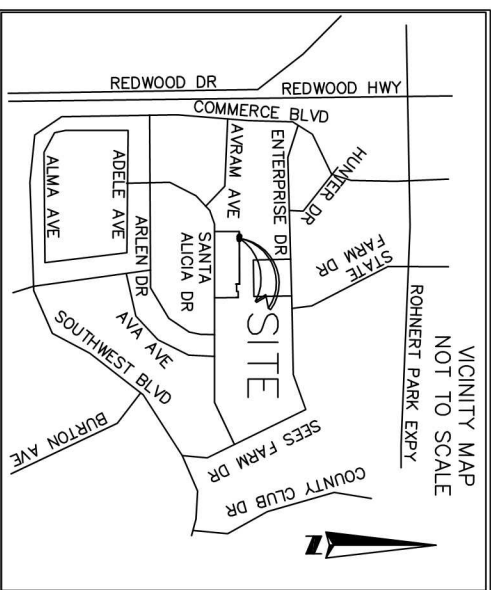
STORM DRAINAGE EASEMENT #2



PARCEL 2
ROHNERT PARK PARCEL MAP NO. 53
MAP BOOK 273, PAGE 44
RP APT INVESTMENTS LLC
PARCEL NO. 143-061-035

POINT OF
COMMENCEMENT
NORTHEASTERLY CORNER
PARCEL 2

--- PARCEL LINE
--- EASEMENT LINE



LINE	BEARING	LENGTH
L1	N20°50'33"W	19.12'
L2	S81°44'27"E	114.67'
L3	S00°52'30"W	1.20'
L4	S89°53'36"W	42.71'
L5	S70°38'34"E	16.78'
L6	S89°53'36"W	27.05'
L7	S66°55'36"W	3.64'
L8	N81°44'27"W	9.23'
L9	S20°50'33"E	4.80'
L10	S66°55'36"W	2.62'
L11	S89°53'36"W	7.89'

LEGEND

SQ. FT. SQUARE FEET

--- PROPOSED EASEMENT AREA

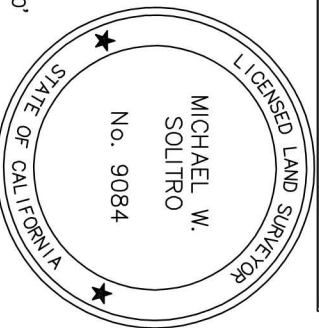
--- PARCEL LINE

--- EASEMENT LINE

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NATIONAL

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
PHONE: (407) 862-4200
FAX: (407) 862-6229

1" = 30'
GRAPHIC SCALE
0 15' 30'



MICHAEL W. SOLITRO,
SURVEYOR NO. 9084
STATE OF CALIFORNIA
FOR THE FIRM OF
REPUBLIC NATIONAL, INC.

[Signature]
2/07/18

SURVEYOR NOTE:
1. BEARINGS ARE BASED ON THE
MONUMENTED CENTERLINE OF SANTA LUCIA
DRIVE AS BEING N89°52'24"E, PER
ROHNERT PARK PARCEL MAP NO. 53, MAP
BOOK 273, PAGE 44

LEGAL DESCRIPTION
LOT LINE ADJUSTMENT
TRANSFER PARCEL A1

SHEET 1 OF 4 SHEETS

EXHIBIT "A1"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL "A" AS SHOWN UPON THE MAP ENTITLED "ROHNERT PARK PARCEL MAP NO. 53", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON AUGUST 23, 1978, IN BOOK 273 OF MAPS, AT PAGE 44, SONOMA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF PARCEL "A"; THENCE S00°06'24"E, A DISTANCE OF 20.00 FEET ALONG THE EASTERLY LINE OF AFORESAID PARCEL "A" TO THE SOUTHEAST CORNER OF SAID PARCEL A AND A POINT ON THE NORTH LINE OF PARCEL 1 OF SAID "ROHNERT PARK PARCEL MAP NO. 53"; THENCE S89°53'36"W, A DISTANCE OF 18.10 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF PARCEL 1, TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING S89°53'36"W, 136.31 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF PARCEL 1; THENCE N48°25'35"E, A DISTANCE OF 7.61 FEET; THENCE S83°23'01"E, A DISTANCE OF 27.61 FEET; THENCE N61°32'24"E, A DISTANCE OF 9.91 FEET; THENCE N81°08'24"E, A DISTANCE OF 83.11 FEET; THENCE S32°52'36"E, A DISTANCE OF 22.78 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1,317 SQUARE FEET, MORE OR LESS.



SEE EXHIBIT "B1" FOR PLAT

JOB NUMBER: 171103	
SCALE: 1"=30'	
DRAWN BY: MWS	
APPROVED BY: MWS	
DATE	REVISION HISTORY
2/7/18	LOT LINE ADJUSTMENT



REPUBLIC
NATIONAL

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
PHONE: (407) 862-4200
FAX: (407) 862-6229



[Signature] 2/7/18

MICHAEL W. SOLITRO,
SURVEYOR NO. 9084
STATE OF CALIFORNIA
FOR THE FIRM OF
REPUBLIC NATIONAL, INC.

LEGAL DESCRIPTION
LOT LINE ADJUSTMENT
TRANSFER PARCEL A2

SHEET 2 OF 4 SHEETS

EXHIBIT "A2"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL "A" AS SHOWN UPON THE MAP ENTITLED "ROHNERT PARK PARCEL MAP NO. 53", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON AUGUST 23, 1978, IN BOOK 273 OF MAPS, AT PAGE 44, SONOMA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF PARCEL 2, OF SAID ROHNERT PARK PARCEL MAP NO. 53"; THENCE S89°53'36"W, A DISTANCE OF 85.10 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF SAID PARCEL 2, TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING S89°53'36"W, 3.62 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF PARCEL 2; THENCE N36°47'33"E, A DISTANCE OF 2.31 FEET; THENCE S50°29'36"E, A DISTANCE OF 2.90 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 3 SQUARE FEET, MORE OR LESS.



SEE EXHIBIT "B2" FOR PLAT

JOB NUMBER: 171103	
SCALE: 1"=30'	
DRAWN BY: MWS	
APPROVED BY: MWS	
DATE	REVISION HISTORY
2/7/18	LOT LINE ADJUSTMENT



REPUBLIC
NATIONAL

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
PHONE: (407) 862-4200
FAX: (407) 862-6229



[Signature] 2/7/18

MICHAEL W. SOLITRO,
SURVEYOR NO. 9084
STATE OF CALIFORNIA
FOR THE FIRM OF
REPUBLIC NATIONAL, INC.

LEGAL DESCRIPTION
LOT LINE ADJUSTMENT
TRANSFER PARCEL A3

SHEET 3 OF 4 SHEETS

EXHIBIT "A3"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL "A" AS SHOWN UPON THE MAP ENTITLED "ROHNERT PARK PARCEL MAP NO. 53", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON AUGUST 23, 1978, IN BOOK 273 OF MAPS, AT PAGE 44, SONOMA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF PARCEL 2, OF SAID ROHNERT PARK PARCEL MAP NO. 53"; THENCE S89°53'36"W, A DISTANCE OF 112.73 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF SAID PARCEL 2, TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING S89°53'36"W, 33.14 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF PARCEL 2; THENCE N00°52'30"E, A DISTANCE OF 1.98 FEET; THENCE N87°55'35"E, A DISTANCE OF 29.59 FEET; THENCE S49°50'03"E, A DISTANCE OF 4.63 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 79 SQUARE FEET, MORE OR LESS.



SEE EXHIBIT "B2" FOR PLAT

JOB NUMBER: 171103	
SCALE: 1"=30'	
DRAWN BY: MWS	
APPROVED BY: MWS	
DATE	REVISION HISTORY
1/29/18	LOT LINE ADJUSTMENT



REPUBLIC
NATIONAL

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
PHONE: (407) 862-4200
FAX: (407) 862-6229



A handwritten signature in black ink, appearing to read "Michael W. Solitro".

1/29/18

MICHAEL W. SOLITRO,
SURVEYOR NO. 9084
STATE OF CALIFORNIA
FOR THE FIRM OF
REPUBLIC NATIONAL, INC.

LEGAL DESCRIPTION
LOT LINE ADJUSTMENT
TRANSFER PARCEL A4

SHEET 4 OF 4 SHEETS

EXHIBIT "A4"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL "A" AS SHOWN UPON THE MAP ENTITLED "ROHNERT PARK PARCEL MAP NO. 53", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON AUGUST 23, 1978, IN BOOK 273 OF MAPS, AT PAGE 44, SONOMA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF PARCEL 2, OF SAID ROHNERT PARK PARCEL MAP NO. 53"; THENCE S89°53'36"W, A DISTANCE OF 188.58 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF SAID PARCEL 2, TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING S89°53'36"W, 56.06 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF PARCEL 2; THENCE N66°55'36"E, A DISTANCE OF 14.33 FEET; THENCE N89°53'36"E, A DISTANCE OF 27.05 FEET; THENCE S70°38'34"E, A DISTANCE OF 16.78 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 232 SQUARE FEET, MORE OR LESS.



SEE EXHIBIT "B2" FOR PLAT

JOB NUMBER: 171103	
SCALE: 1"=30'	
DRAWN BY: MWS	
APPROVED BY: MWS	
DATE	REVISION HISTORY
1/29/18	LOT LINE ADJUSTMENT



REPUBLIC
NATIONAL

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
PHONE: (407) 862-4200
FAX: (407) 862-6229

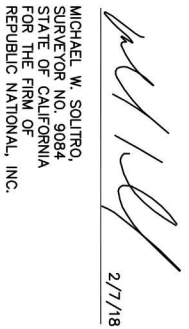


A handwritten signature in black ink, appearing to read "Michael W. Solitro".

1/29/18

MICHAEL W. SOLITRO,
SURVEYOR NO. 9084
STATE OF CALIFORNIA
FOR THE FIRM OF
REPUBLIC NATIONAL, INC.

**PLAT TO ACCOMPANY
NEW DESCRIPTIONS
PARCELS 1, 2 AND A**



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89.5.3.36 E	18.10'
L2	N89.5.3.36 E	106.64'
L3	N61.3.2.24 E	13.71'
L4	N81.08.24 E	83.11'
L5	S3.92.36 E	22.78'
L6	S89.5.3.36 W	3.62'
L7	N36.4.7.33 E	2.31'
L8	S50.29.36 E	2.90'
L9	S89.5.3.36 W	24.01'
L10	S89.5.3.36 W	33.44'
L11	N00.52.30 E	1.96'
L12	N87.5.3.35 E	29.59'
L13	S49.50.0.3 S	4.63'
L14	S89.5.3.36 W	44.71'
L15	S89.5.3.36 W	56.06'
L16	N66.5.3.36 E	14.33'
L17	N89.5.3.36 E	22.05'
L18	S70.38.34 E	16.78'
L19	N49.25.35 E	7.61'
L20	N83.2.3.01 W	27.61'

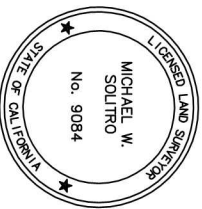
SURVEYOR NOTE:
1. BEARINGS ARE BASED ON THE
MONUMENTED CENTERLINE OF SANTA ALICIA
DRIVE AS BEING N89°52'24"E, PER
ROHNERT PARK PARCEL MAP NO. 53, MAP
BOOK 273, PAGE 44

LEGEND

SQ.FT. SQUARE FEET

FOUND 3" BRASS DISK

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
PHONE: (407) 862-4200
FAX: (407) 862-6229



LOT LINE ADJUSTMENT NEW DESCRIPTIONS

SHEET 1 OF 3

EXHIBIT "C1"

ADJUSTED PARCEL 1

PARCEL 1 AS SHOWN UPON THE MAP ENTITLED "ROHNERT PARK PARCEL MAP NO. 53", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON AUGUST 23, 1978, IN BOOK 273 OF MAPS, AT PAGE 44, SONOMA COUNTY RECORDS.

TOGETHER WITH,

A PORTION OF PARCEL "A" AS SHOWN UPON THE MAP ENTITLED "ROHNERT PARK PARCEL MAP NO. 53", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON AUGUST 23, 1978, IN BOOK 273 OF MAPS, AT PAGE 44, SONOMA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF PARCEL "A"; THENCE S00°06'24"E, A DISTANCE OF 20.00 FEET ALONG THE EASTERLY LINE OF AFORESAID PARCEL "A" TO THE SOUTHEAST CORNER OF SAID PARCEL A AND A POINT ON THE NORTH LINE OF PARCEL 1 OF SAID "ROHNERT PARK PARCEL MAP NO. 53"; THENCE S89°53'36"W, A DISTANCE OF 18.10 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF PARCEL 1, TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING S89°53'36"W, 136.31 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF PARCEL 1; THENCE N48°25'35"E, A DISTANCE OF 7.61 FEET; THENCE S83°23'01"E, A DISTANCE OF 27.61 FEET; THENCE N61°32'24"E, A DISTANCE OF 9.91 FEET; THENCE N81°08'24"E, A DISTANCE OF 83.11 FEET; THENCE S32°52'36"E, A DISTANCE OF 22.78 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 127,742 SQUARE FEET, MORE OF LESS.

SEE EXHIBIT "B" FOR PLAT



JOB NUMBER: 171103	
SCALE: 1"=30'	
DRAWN BY: MWS	
APPROVED BY: MWS	
DATE	REVISION HISTORY
2/7/18	LOT LINE ADJUSTMENT



REPUBLIC
NATIONAL

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
PHONE: (407) 862-4200
FAX: (407) 862-6229



A handwritten signature in black ink, appearing to read "Michael W. Solitro".

1/29/18

MICHAEL W. SOLITRO,
SURVEYOR NO. 9084
STATE OF CALIFORNIA
FOR THE FIRM OF
REPUBLIC NATIONAL, INC.

LOT LINE ADJUSTMENT NEW DESCRIPTIONS

SHEET 2 OF 3

EXHIBIT "C2"

ADJUSTED PARCEL 2:

PARCEL 2 AS SHOWN UPON THE MAP ENTITLED "ROHNERT PARK PARCEL MAP NO. 53", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON AUGUST 23, 1978, IN BOOK 273 OF MAPS, AT PAGE 44, SONOMA COUNTY RECORDS.

TOGETHER WITH: (PARCEL A2)

A PORTION OF PARCEL "A" AS SHOWN UPON THE MAP ENTITLED "ROHNERT PARK PARCEL MAP NO. 53", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON AUGUST 23, 1978, IN BOOK 273 OF MAPS, AT PAGE 44, SONOMA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF PARCEL "2", OF SAID ROHNERT PARK PARCEL MAP NO. 53"; THENCE S89°53'36"W, A DISTANCE OF 85.10 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF SAID PARCEL 2, TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING S89°53'36"W, 3.62 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF PARCEL 2; THENCE N36°47'33"E, A DISTANCE OF 2.31 FEET; THENCE S50°29'36"E, A DISTANCE OF 2.90 FEET TO THE **TRUE POINT OF BEGINNING**.

ALSO TOGETHER WITH: (PARCEL A3)

A PORTION OF SAID PARCEL "A", MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF PARCEL "2", OF SAID ROHNERT PARK PARCEL MAP NO. 53"; THENCE S89°53'36"W, A DISTANCE OF 112.73 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF SAID PARCEL 2, TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING S89°53'36"W, 33.14 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF PARCEL 2; THENCE N00°52'30"E, A DISTANCE OF 1.98 FEET; THENCE N87°55'35"E, A DISTANCE OF 29.59 FEET; THENCE S49°50'03"E, A DISTANCE OF 4.63 FEET TO THE **TRUE POINT OF BEGINNING**.

ALSO TOGETHER WITH: (PARCEL A4)

A PORTION OF SAID PARCEL "A", MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF PARCEL "2", OF SAID ROHNERT PARK PARCEL MAP NO. 53"; THENCE S89°53'36"W, A DISTANCE OF 188.59 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF SAID PARCEL 2, TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING S89°53'36"W, 56.06 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF PARCEL 2; THENCE N66°55'36"E, A DISTANCE OF 14.33 FEET; THENCE N89°53'36"E, A DISTANCE OF 27.05 FEET; THENCE S70°38'34"E, A DISTANCE OF 16.78 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 121,312, SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B" FOR PLAT



JOB NUMBER: 171103	
SCALE: 1"=30'	
DRAWN BY: MWS	
APPROVED BY: MWS	
DATE	REVISION HISTORY
2/7/18	LOT LINE ADJUSTMENT



REPUBLIC
NATIONAL

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
PHONE: (407) 862-4200
FAX: (407) 862-6229



 2/7/18

MICHAEL W. SOLITRO,
SURVEYOR NO. 9084
STATE OF CALIFORNIA
FOR THE FIRM OF
REPUBLIC NATIONAL, INC.

**LOT LINE ADJUSTMENT
NEW DESCRIPTIONS
EXHIBIT "C3"**

SHEET 3 OF 3

ADJUSTED PARCEL A:

PARCEL "A" AS SHOWN UPON THE MAP ENTITLED "ROHNERT PARK PARCEL MAP NO. 53", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON AUGUST 23, 1978, IN BOOK 273 OF MAPS, AT PAGE 44, SONOMA COUNTY RECORDS,

LESS, (PARCEL A1)

A PORTION OF SAID PARCEL "A", MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF PARCEL "A"; THENCE S00°06'24"E, A DISTANCE OF 20.00 FEET ALONG THE EASTERLY LINE OF AFORESAID PARCEL "A" TO THE SOUTHEAST CORNER OF SAID PARCEL A AND A POINT ON THE NORTH LINE OF PARCEL 1 OF SAID "ROHNERT PARK PARCEL MAP NO. 53"; THENCE S89°53'36"W, A DISTANCE OF 18.10 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF PARCEL 1, TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING S89°53'36"W, 136.31 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF PARCEL 1; THENCE N48°25'35"E, A DISTANCE OF 7.61 FEET; THENCE S83°23'01"E, A DISTANCE OF 27.61 FEET; THENCE N61°32'24"E, A DISTANCE OF 9.91 FEET; THENCE N81°08'24"E, A DISTANCE OF 83.11 FEET; THENCE S32°52'36"E, A DISTANCE OF 22.78 FEET TO THE **TRUE POINT OF BEGINNING**.

AND ALSO LESS, (PARCEL A2)

A PORTION OF SAID PARCEL "A", MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF PARCEL 2, OF SAID ROHNERT PARK PARCEL MAP NO. 53"; THENCE S89°53'36"W, A DISTANCE OF 85.10 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF SAID PARCEL 2, TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING S89°53'36"W, 3.62 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF PARCEL 2; THENCE N36°47'33"E, A DISTANCE OF 2.31 FEET; THENCE S50°29'36"E, A DISTANCE OF 2.90 FEET TO THE **TRUE POINT OF BEGINNING**.

AND ALSO LESS, (PARCEL A3)

A PORTION OF SAID PARCEL "A", MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF PARCEL 2, OF SAID ROHNERT PARK PARCEL MAP NO. 53"; THENCE S89°53'36"W, A DISTANCE OF 112.73 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF SAID PARCEL 2, TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING S89°53'36"W, 33.14 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF PARCEL 2; THENCE N00°52'30"E, A DISTANCE OF 1.98 FEET; THENCE N87°55'35"E, A DISTANCE OF 29.59 FEET; THENCE S49°50'03"E, A DISTANCE OF 4.63 FEET TO THE **TRUE POINT OF BEGINNING**.

AND ALSO LESS, (PARCEL A4)

A PORTION OF SAID PARCEL "A", MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF PARCEL 2, OF SAID ROHNERT PARK PARCEL MAP NO. 53"; THENCE S89°53'36"W, A DISTANCE OF 188.59 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF SAID PARCEL 2, TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING S89°53'36"W, 56.06 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF PARCEL 2; THENCE N66°55'36"E, A DISTANCE OF 14.33 FEET; THENCE N89°53'36"E, A DISTANCE OF 27.05 FEET; THENCE S70°38'34"E, A DISTANCE OF 16.78 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 18,560 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B" FOR PLAT



JOB NUMBER: 171103	
SCALE: 1"=30'	
DRAWN BY: MWS	
APPROVED BY: MWS	
DATE	REVISION HISTORY
2/7/18	LOT LINE ADJUSTMENT



**REPUBLIC
NATIONAL**

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
PHONE: (407) 862-4200
FAX: (407) 862-6229



1/29/18

MICHAEL W. SOLITRO,
SURVEYOR NO. 9084
STATE OF CALIFORNIA
FOR THE FIRM OF
REPUBLIC NATIONAL, INC.

This Document is Recorded
For the Benefit of the
City of Rohnert Park
and is Exempt from Fee
Per Government Code
Sections 6103 and 27383

When Recorded, Mail to:

City of Rohnert Park
130 Avram Ave.
Rohnert Park, CA 94928

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF PUBLIC ACCESS EASEMENT AGREEMENT

This PUBLIC ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into effective as of this _____ day of _____, 201_, by and between RP Apartment Investments, a Limited Liability Corporation (the “**Grantor**”), and the City of Rohnert Park, a municipal corporation (the “**Grantee**”), with reference to the following facts and intentions:

RECITALS

A. Grantor is the owner of that certain real property located in the City of Rohnert Park, County of Sonoma, State of California, as more particularly described as Parcel 1 in Map Book 273 Page 45, Rohnert Park, California (APN 143-061-034) (the “**Property**”); and

B. The Grantor has purchased a portion of City Property which may be utilized for a future public pathway, and

C. Grantor is willing to grant to Grantee and Grantee is willing to accept an easement over those certain portions of the Property more particularly described in the legal description attached hereto as Exhibit “A” and as shown on the plat attached hereto as Exhibit “B” (the “**Easement Area**”), for the purpose of public access on the terms and conditions as provided herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive, perpetual easement in, on, over, under, across, and through the Easement Area for public access on the Property (the “**Easement**”), together with all necessary and convenient means of ingress and egress to and from said Easement at all times, on the terms and conditions set forth herein.

For the purposes of this Agreement, the right to use the Easement Area for public access shall include the installation, construction, repair, replacement, maintenance, operation, inspection, restoration, modernization and use of the easement area for any activity reasonably related to providing a public pathway system.

2. Restrictions on Use of Easement Area. The Easement Area shall not be used for any purpose other than as a public access easement. The Parties agree that no building, wall, fence, barrier or other permanent structure of any kind which impairs or impedes access to, or use of, any of the Easement shall be constructed or maintained on the Easement Area, nor shall any deep rooted tree, deep rooted shrubs or other plants or vegetation be installed, constructed, erected, placed, planted or maintained in the Easement Area, nor shall the Parties do anything which shall prevent, impair or discourage the use of the Easement.

3. Maintenance of the Easement Area. Grantor may, at its sole cost and expense without reimbursement, landscape the surface of the Easement Area with any vegetation or ground cover that is readily removable, (not to include, however, any trees or deep rooted shrubbery), or make such other use of the surface of the Easement Area that will not unreasonably interfere with Grantees' use and enjoyment of the Easement. Any damage caused by Grantor, or by any of Grantor's lessees, licensees, permittees, agents, employees, contractors and/or successors and assigns that occur in the Easement Area, as a result of the Grantor maintaining the Easement Area shall be promptly repaired, replaced, or compensated for by Grantor, at its sole cost and expense.

4. Indemnification. Grantor shall, indemnify, protect, defend and hold harmless Grantee, and its officers, agents, employees, contractors licensees, permittees, transferees, successors and assigns (each, an "**Indemnitee**" and collectively, "**Indemnitees**") from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**"), that arise from or occur in whole or in part as a result of the actions during the construction or maintenance of the Easement by Grantor or its employees, agents, representatives, contractors, subcontractors, consultants, or invitees, or the performance of, or failure to perform, Grantors's duties under this Agreement, including, but not limited to, Claims arising out of: (a) injury to or death of persons, including but not limited to employees of Grantor or Grantee; (b) injury to property or other interest of Grantor, Grantee, or any third party; (c) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all of the foregoing relating to the environment and including any liability imposed by law or regulation without regard to fault, excepting only with respect to any Indemnitee, to the extent of any Claim arising from the gross negligence or willful misconduct of such Indemnitee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Grantor is obligated to indemnify or provide a defense hereunder, Grantor upon written notice from Grantee shall defend such action or proceeding at Grantor's sole expense by counsel reasonably acceptable to Grantee.

5. Rights of Grantor. Grantor shall retain the right for itself, and its personal representatives, heirs, successors, and assigns all rights accruing from its ownership of the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not inconsistent with the terms of this Agreement.

6. Recordation and Binding on Successors. This Agreement shall be recorded in the Recorder's Office in the County of Sonoma and, upon such recordation, shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

7. Exclusivity. The Easement granted hereunder is non-exclusive and Grantor reserves the right to use and grant other easement rights in and to the Easement Area, subject to the terms of this Agreement, and provided that such easement rights shall not unreasonably interfere with the Easement rights granted hereunder.

8. Term of Agreement. This Agreement and the Easement contained herein may be terminated upon mutual written consent of the parties.

9. Attorneys' Fees and Governing Law. This Agreement may be enforced by an action at law or in equity and in the event that suit is brought for the enforcement of this Agreement or as the result of any alleged breach thereof, the prevailing party in such suit shall be entitled to recover reasonable attorneys' fees from the other party and any judgment or decree rendered in such suit shall include an award therefore. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of California.

10. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, this determination shall not affect any other provision of this Agreement, and all other provisions shall remain in full force and effect.

11. Notices. All notices or demands which either party is required or desires to give to the other shall be given in writing by certified mail, return receipt requested with the appropriate postage paid, by personal delivery, by facsimile or by private overnight courier service to the address or facsimile number set forth below for the respective party, or such other address or facsimile number as either party may designate by written notice to the other. All such notices or demands shall be effective as of actual receipt or refusal of delivery. Should any act or notice required hereunder fall due on a weekend or holiday, the time for performance shall be extended to the next business day.

If to Grantor:

Attn: _____
Phone: _____
Email: _____

With a copy to:

Attn: _____
Phone: _____
Email: _____

If to Grantee: City of Rohnert Park
130 Avram Ave.
Rohnert Park, CA 94928
Attn: City Manager's Office
Phone: 707-588-2232
Email: admin@rpcity.org

With a copy to: Michelle Marchetta Kenyon
Rohnert Park City Attorney
Burke, Williams & Sorensen
1901 Harrison Street, Suite 900
Oakland, CA 94612
Phone: 510-273-8780
Email: mkenyon@bwslaw.com

12. Operative Date. This Agreement shall become effective, operative and enforceable upon the last date upon which a party duly executes this Agreement.

13. Cooperation. Grantor and Grantee promise and agree to use their best efforts to cooperate together in the performance of the rights and obligations provided for in this Agreement. Each party shall use their best efforts to perform their rights and obligations under this Agreement in a manner that is respectful of the others' quiet enjoyment of their property.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and when taken together they shall constitute one and the same Agreement.

15. Entire Agreement. This Agreement contains the entire agreement 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 excepting a subsequent modification in writing signed by the parties to be charged.

[Signatures on the Following Page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first written.

GRANTEE:

City of Rohnert Park,
a municipal corporation

GRANTOR:

RP Apartment Investments
A Limited Liability Corporation

By: _____
Name _____
Title: _____

By: _____
Name _____
Title: _____

ACKNOWLEDGEMENT

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)
)ss
COUNTY OF _____)

On _____, before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

Personally appeared _____,
Name of Signer(s)

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(is), 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.

(S E A L)

Signature of Notary Public

ACKNOWLEDGEMENT

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)
)ss

COUNTY OF _____)

On _____, before me, _____,

Date

Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

Personally appeared _____,

Name of Signer(s)

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(is), 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 of Notary Public

(S E A L)

**LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT TRANSFER PARCEL**

EXHIBIT "A"

THE EASEMENT REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL "A" AS SHOWN UPON THE MAP ENTITLED "ROHNERT PARK PARCEL MAP NO. 53", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON AUGUST 23, 1978, IN BOOK 273 OF MAPS, AT PAGE 44, SONOMA COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF PARCEL "A"; THENCE S00°06'24"E, A DISTANCE OF 20.00 FEET ALONG THE MOST EASTERLY LINE OF AFORESAID PARCEL "A" TO THE SOUTHEAST CORNER OF SAID PARCEL A AND A POINT ON THE NORTH LINE OF PARCEL 1 OF SAID "ROHNERT PARK PARCEL MAP NO. 53"; THENCE S89°53'36"W, A DISTANCE OF 18.10 FEET ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF PARCEL 1, TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING S89°53'36"W, 15.30 FEET, MORE OR LESS TO A POINT ON AN EXISTING BUILDING; THENCE N40°15'59"W, 8.15 FEET TO THE CORNER OF SAID BUILDING; THENCE S49°44'01"W, ALONG SAID BUILDING, A DISTANCE OF 9.66 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL A; THENCE S89°53'36"W, DEPARTING SAID BUILDING LINE AND ALONG THE SOUTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF PARCEL 1, A DISTANCE OF 78.59 FEET TO A POINT ON THE NORTHERLY LINE OF A 10' PACIFIC GAS AND ELECTRIC COMPANY EASEMENT, PER INSTRUMENTS NO. 800059980 AND NO.800064591; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES N61°32'24"E, A DISTANCE OF 13.71 FEET; THENCE N81°08'24"E, A DISTANCE OF 83.11 FEET; THENCE S32°52'36"E, A DISTANCE OF 22.78 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1,172 SQUARE FEET, MORE OR LESS.

SHEET 1 OF 2



SEE EXHIBIT "B" FOR PLAT

JOB NUMBER: 171103	
SCALE: 1"=30'	
DRAWN BY: MWS	
APPROVED BY: MWS	
DATE	REVISION HISTORY
2/07/18	EASEMENT DESCRIPTION/PLAT



**REPUBLIC
NATIONAL**

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
PHONE: (407) 862-4200
FAX: (407) 862-6229



A handwritten signature in black ink, appearing to read "Michael W. Solitro".

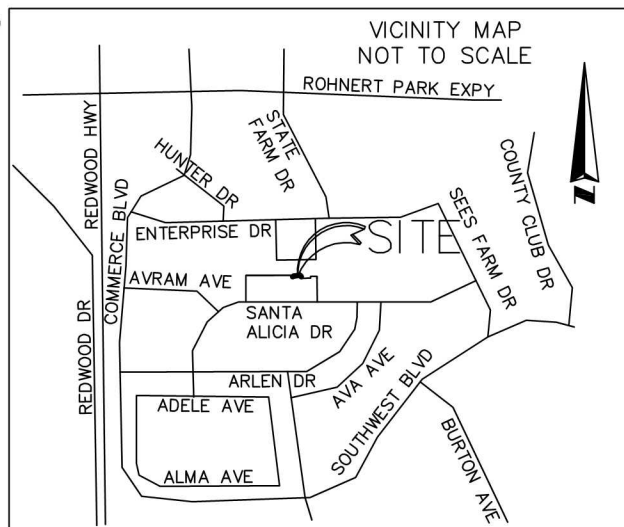
2/07/18

MICHAEL W. SOLITRO,
SURVEYOR NO. 9084
STATE OF CALIFORNIA
FOR THE FIRM OF
REPUBLIC NATIONAL, INC.

PLAT TO ACCOMPANY LEGAL DESCRIPTION PUBLIC UTILITY EASEMENT TRANSFER PARCEL

EXHIBIT "B"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°53'36"W	15.30'
L2	N40°15'59"W	8.15'
L3	S49°44'01"E	2.90'
L4	N61°32'24"E	13.71'



CITY OF ROHNERT
PARK
PARCEL NO. NOT
AVAILABLE

COPELAND CREEK
± 1,172 SQ. FT.
EASEMENT
(HATCHED AREA)

PARCEL A
20' BICYCLE PATH & LANDSCAPE
PARCEL

ROHNERT PARK PARCEL MAP NO.
53 MAP BOOK 273, PAGE 44
SOUTH LINE OF
PARCEL A

NORTH LINE
OF PARCEL 1

10' PACIFIC GAS AND
ELECTRIC COMPANY
EASEMENT INSTRUMENT
NO. 800059980 AND
800064591

TRANSFER PARCEL DETAIL

PARCEL 1
ROHNERT PARK PARCEL
MAP NO. 53, MAP BOOK
273, PAGE 44
RP APT INVESTMENTS LLC
PARCEL NO. 143-061-034

POINT OF COMMENCEMENT
NORTHEASTERLY CORNER
PARCEL "A"

CITY OF ROHNERT
PARK
PARCEL NO.
143-061-021

SOUTHEAST CORNER
PARCEL "A"

S89°53'36"W
18.10'

TRUE POINT OF
BEGINNING

10' PACIFIC GAS AND
ELECTRIC
COMPANY
EASEMENT
INSTRUMENT NO.
800059980 AND
800064591

LEGEND

SQ. FT. SQUARE FEET

PROPOSED EASEMENT AREA

PARCEL LINE

EASEMENT LINE



SEE EXHIBIT "A" FOR EASEMENT DESCRIPTION

SHEET 2 OF 2

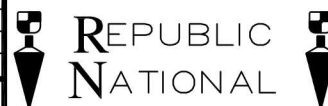
SURVEYOR NOTE:

1. BEARINGS ARE BASED ON THE
MONUMENTED CENTERLINE OF SANTA ALICIA
DRIVE AS BEING N89°52'24"E, PER
ROHNERT PARK PARCEL MAP NO. 53, MAP
BOOK 273, PAGE 44

MICHAEL W. SOLITRO,
SURVEYOR NO. 9084
STATE OF CALIFORNIA
FOR THE FIRM OF
REPUBLIC NATIONAL, INC.

2/07/18

JOB NUMBER: 171103	
SCALE: 1"=30'	
DRAWN BY: MWS	
APPROVED BY: MWS	
DATE	REVISION HISTORY
2/07/18	EASEMENT DESCRIPTION/PLAT



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