

RESOLUTION NO. 2012-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK APPROVING RIGHT OF WAY CONTRACT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), AND AUTHORIZING THE EXECUTION OF GRANT AND EASEMENT DEEDS TO CALTRANS

WHEREAS, the State of California, Department of Transportation (Caltrans) desires to acquire two segments of City right-of-way, which is more particularly described in the Right of Way Contract and shown on Exhibit A thereto, which are attached hereto and incorporated by this reference, for purposes of maintaining as part of the state freeway system; and

WHEREAS, the State has appraised the value of the properties and proposes to compensate the City as consideration for transferring its real property interests these segments; and

WHEREAS, section 15061 (b) (3) of the CEQA Guidelines exempts activities that are covered under the general rule that CEQA applies only to projects that have the potential to cause significant effects on the environment. Where it can be seen with certainty that there is no possibility the activity in question may have a significant effect upon the environment, the activity is not subject to CEQA. The proposed activity only transfers the ownership and maintenance responsibilities for these roadway segments from the City to the State; the use of the land as right-of-way does not change. Therefore, this activity is exempt from CEQA because there is no possibility for it to have an effect on the environment.

NOW, THEREFORE, the City Council of the City of Rohnert Park that this Council does hereby resolve, determine, find and order as follows:

Section 1. Approval of Contract. The City Council of the City of Rohnert Park hereby approves the Right Of Way Contract and authorizes the City Manager to execute the agreement on behalf of the City of Rohnert Park.

Section 2. Section 65402 Inapplicable. The provisions of Government Code section 65402 are inapplicable to this real property transfer because it involves a minor street alignment.

Section 3. Approval of Deed. The Grant Deed and Easement Deed are approved in substantially similar form to that provided for in Exhibit A, attached hereto.

Section 4. City Manager Authorization. City Manager of the City of Rohnert Park is hereby authorized and directed to execute the Grant Deed and Easement Deed provided for in Exhibit A for and on behalf of the City of Rohnert Park.

Section 5. City Clerk Authorization. The City Clerk of the City of Rohnert Park is hereby authorized and directed to cause a certified copy of this resolution to be recorded in the office of

the Recorder of Sonoma County, State of California for and on behalf of the City of Rohnert Park.


Section 6. Authorized Signatures. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

Section 7. Severability. If any action, subsection, sentence, clause or phrase of this Resolution or the fees levied by this Resolution shall be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Resolution or the fees levied by this Resolution that can be given effect without the invalid provisions.


DULY AND REGULARLY ADOPTED this 25th day of September 2012.

CITY OF ROHNERT PARK

ATTEST:


City Clerk




Mayor

AHANOTU: AYE BELFORTE: AYE CALLINAN: AYE STAFFORD: ABSENT MACKENZIE: AYE
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)

Attachments:

- Right of Way Contract
- Exhibit A

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY CONTRACT - STATE HIGHWAY
RW 8-3 (6/95)

California

2012

Dist.	Co.	Rte.	K.P.	Exp. Auth.
4	Son	101	24.2	129659

CITY OF ROHNERT PARK, a Municipal
Corporation

Grantor(s)

Document No.(s) 60207 and 60236 in the form of a GRANT and EASEMENT DEED, covering the property particularly described in the above instrument, has been executed and delivered to DAVID MARS, Right of Way Agent for the State of California as described in this agreement and as shown on the map marked Exhibit A.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in Document No.(s) 60207 and 60236 for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.

Both Grantor and Grantee recognize the expense, time, effort, and risk to both Grantor and Grantee in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

2. The State shall

- (A) Pay the undersigned Grantor the sum of \$2,606.15 for the property or interest conveyed by above referenced document when title to said property vests in the State subject to all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes.

- (B) Pay all escrow and recording fees incurred in this transaction, and, if title insurance is desired by the State, the premium charged therefore.
3. The undersigned Grantor(s) warrants that to the best of its knowledge that it is the owner of the property as described as parcels numbers 60207, 60208, 60236, 60237, 60710 and 61583 and that it has the right to grant the property rights.
4. It is understood and agreed that the sub-parcels 60207-1 & -2, 60208-1, 60236-1 & 60236-4, 60237-1 & -2, 60710-1 and 61583-1 are required for a temporary use. The parcels will be required for the State project from July 1, 2008 until December 31, 2012.

In case of unpredictable delays in construction, upon written notification, the terms of the Temporary Rights may be extended monthly at the rate of \$50.00 per month. Payment for the extended period shall be paid in arrears, ninety (90) days after the completion of the project.

6. The sub-parcels are segregated as follows:

<u>60207</u>		
60207-1	Temporary Rights	81 sq. m.
60207-2	Temporary Rights	113 sq. m.
60207-3	Fee	760 sq. m.
60207-6	Maintenance Easement	509 sq. m.
60207-7	Footing Easement	509 sq. m.
<u>60208</u>		
60208-1	Temporary Rights	626.79 sq.m.
<u>60236</u>		
60236-1	Temporary Rights	2,399 sq. m.
60236-3	Maintenance Easement	1,055 sq. m.
60236-4	Temporary Rights	2,487 sq.m.
<u>60237</u>		
60237-1	Temporary Rights	211 sq.m.
60237-2	Temporary Rights	472 sq.m.
<u>60710</u>		
60710-1	Temporary Rights	52 sq.m.
<u>61583</u>		
61583-1	Temporary Rights	5,088 sq.m.

- Included in clause 2A above is also payment for the temporary rights (60207, 60208, 60236, 60237, 60710, and 61583) acquired by the state for the project.

7. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements commenced on August 1, 2008 and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, and interest from said date.
8. State agrees to indemnify and hold harmless Grantor from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operation under this agreement and State will, at its option, either repair or pay for such damage.
9. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.
10. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the State may elect to recover its clean-up costs from those who caused or contributed to contamination.'

11. This transaction will be handled through an internal escrow by the State of California, Department of Transportation, District 4 Office, Post Office Box 23440, Oakland, CA 94623-0440.

In Witness whereof, the Parties have executed this agreement the day and year first above written.

APPROVED AS TO FORM:

CITY OF ROHNERT PARK

By _____
GABRIEL GONZALEZ
City Manager

By _____
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

By _____
DAVID MARS
Right of Way Agent
Acquisition Services

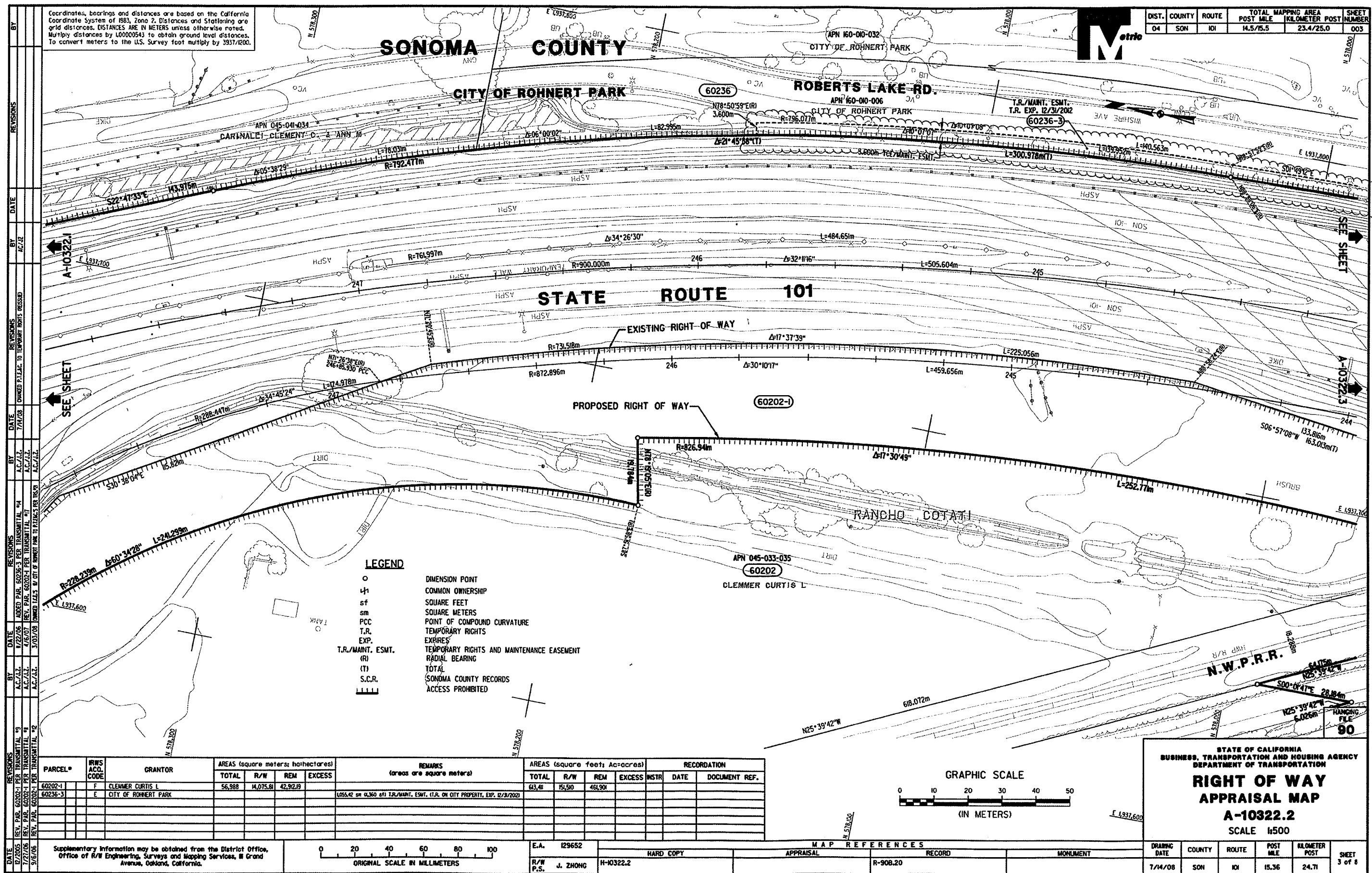
STATE OF CALIFORNIA
Department of Transportation

By _____
LAWRENCE O. HIGH
Associate Right of Way Agent
Acquisition Services

By _____
JASPREET SINGH
District Branch Chief
R/W Acquisition Services

By _____
MARK L. WEAVER
Deputy District Director
Right of Way and Land Surveys

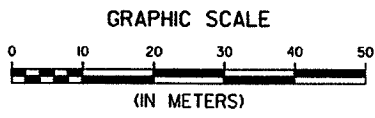
No Obligation Other Than Those Set Forth Herein Will Be Recognized



DIST.	COUNTY	ROUTE	TOTAL MAPPING AREA POST MILE	TOTAL MAPPING AREA KILOMETER POST	SHEET NUMBER
04	SON	101	14.5/15.5	23.4/25.0	003

DATE	BY	REVISIONS	DATE	BY	REVISIONS
12/20/05	REV. PAR. 60202-1 PER TRANSMITTAL #3	AC/LZ	12/20/05	REV. PAR. 60202-1 PER TRANSMITTAL #4	AC/LZ
1/27/06	REV. PAR. 60202-1 PER TRANSMITTAL #4	AC/LZ	4/6/07	REV. PAR. 60202-1 PER TRANSMITTAL #7	AC/LZ
9/6/06	REV. PAR. 60202-1 PER TRANSMITTAL #2	AC/LZ	3/03/08	CHANGED P.L.A.C. TO TEMPORARY RIGHTS DRESSED	AC/LZ

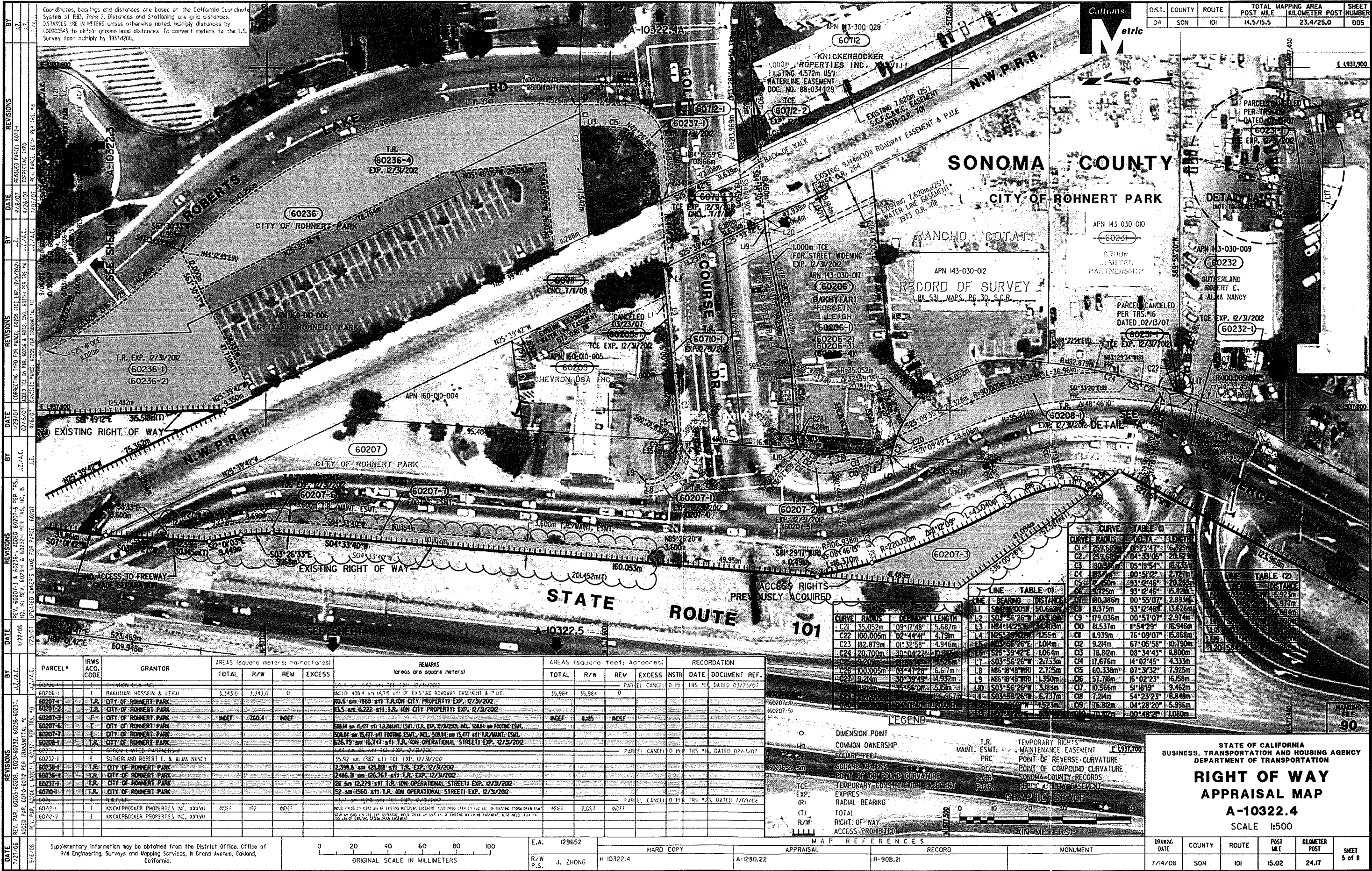
PARCEL #	IRWS ACO. CODE	GRANTOR	AREAS (square meters; hectares)				REMARKS (areas are square meters)	AREAS (square feet; ac.-acres)				RECORDATION		
			TOTAL	R/W	REM	EXCESS		TOTAL	R/W	REM	EXCESS	INTR	DATE	DOCUMENT REF.
60202-1	F	CLEMMER CURTIS L	56,988	14,075.81	42,912.19			613,418	15,510	461,908				
60236-3	E	CITY OF ROHNERT PARK					1,055.42 on 0.360 ac. T.R./MAINT. ESMT. (T.R. ON CITY PROPERTY, EXP. 12/31/2012)							



STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY APPRAISAL MAP
A-10322.2
SCALE 1:500

DRAWING DATE	COUNTY	ROUTE	POST MILE	KILOMETER POST	SHEET
7/14/08	SON	101	15.36	24.71	3 of 8



RECORDING REQUESTED BY
STATE OF CALIFORNIA

WHEN RECORDED - RETURN TO
DEPARTMENT OF TRANSPORTATION
PO BOX 23440, MS-11A
OAKLAND, CA 94623-0440

Space above this line for Recorder's Use

GRANT DEED
(CORPORATION)

District	County	Route	K.P.	Number
04	SON	101	24.2	60207

CITY OF ROHNERT PARK, a Municipal Corporation

a corporation organized and existing under and by virtue of the laws of the State of California,
does hereby GRANT to the STATE OF CALIFORNIA all that real property in the City of Rohnert Park,
County of Sonoma, State of California, described as:

Please see EXHIBIT "A" attached.

Transfer Tax Not Applicable: R & T Code 11911

STATE BUSINESS: Free

This is to certify that this document is presented for recordation by the State of California under Government Code 27383 and is necessary to complete the chain of title of the State to property acquired by the State of California.

DISTRICT DIRECTOR

BY _____
MARK L. WEAVER
Deputy District Director
Right of Way and Land Surveys

Number
60207

EXHIBIT "A"

All that real property situate in the City of Rohnert Park, County of Sonoma, State of California, being those portions of PARCEL 10 of Relinquishment No. 22110 to the County of Sonoma, recorded October 2, 1959 in Book 1702, at Page 5, Official Records of Sonoma County, more particularly described as follows:

Parcel 1 (60207-3):

COMMENCING at the most Southerly corner of said PARCEL 10; thence along the Southwesterly line of said PARCEL 10, North 36°00'28" West, 10.793 meters to the POINT OF BEGINNING; thence continuing along said Southwesterly line, North 36°00'28" West, 47.094 meters to the general Westerly line of said PARCEL 10; thence along last said line, North 04°33'40" East, 41.489 meters to a point hereinafter designated as POINT "A"; thence North 81°29'17" East, 0.491 meters; thence from a tangent that bears South 08°30'43" East, along a curve to the left with a radius of 106.938 meters, through a central angle of 08°46'15", an arc length of 16.370 meters to a point of compound curvature; thence along a tangent curve to the left with a radius of 220.130 meters, through a central angle of 11°12'09", an arc length of 43.040 meters to a point of reverse curvature; thence along a tangent curve to the right with a radius of 57.718 meters, through a central angle of 16°02'23", an arc length of 16.158 meters to a point of compound curvature; thence along a tangent curve to the right with a radius of 10.566 meters, through a central angle of 51°18'19", an arc length of 9.462 meters to the POINT OF BEGINNING.

CONTAINING 760 square meters, more or less.

This conveyance is made for the purposes of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights, including access rights, appurtenant to grantor's remaining property, in and to said freeway.

Parcel 2 (60207-6):

An EASEMENT for construction and maintenance of a retaining wall and incidents thereto, upon, over, and across a strip of land 3.600 meters wide, the general Westerly sideline of which being described as follows:

COMMENCING at a point hereinbefore designated as POINT "A"; thence along the general Westerly line of said PARCEL 10 the following five (5) courses: 1) North 04°33'40" East, 49.951 meters to the POINT OF BEGINNING; 2) continuing North 04°33'40" East, 110.102 meters; 3) North 03°26'33" West, 9.168 meters; 4) North 12°01'03" West, 9.449 meters; and 5) North 03°21'27" East, 12.591 meters to the terminus point of herein described general Westerly sideline.

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Number
60207

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The sidelines of said strip shall be prolonged or shortened so as to begin at a line that passes through said POINT OF BEGINNING with a bearing of South 85°26'20" East and terminate at a line that passes through said terminus point with a bearing of South 86°38'33" East.

CONTAINING 509 square meters, more or less.

Parcel 3 (60207-7):

An EASEMENT for footing purposes and incidents thereto, upon, over, and across a strip of land 3.600 meters wide, the general Westerly sideline of which being described as follows:

COMMENCING at a point hereinbefore designated as POINT "A"; thence along the general Westerly line of said PARCEL 10 the following five (5) courses: 1) North 04°33'40" East, 49.951 meters to the POINT OF BEGINNING; 2) continuing North 04°33'40" East, 110.102 meters; 3) North 03°26'33" West, 9.168 meters; 4) North 12°01'03" West, 9.449 meters; and 5) North 03°21'27" East, 12.591 meters to the terminus point of herein described general Westerly sideline.

The sidelines of said strip shall be prolonged or shortened so as to begin at a line that passes through said POINT OF BEGINNING with a bearing of South 85°26'20" East and terminate at a line that passes through said terminus point with a bearing of South 86°38'33" East.

CONTAINING 509 square meters, more or less.

Parcel 4 (60207-1):

TEMPORARY RIGHTS to terminate on December 31, 2012 for construction purposes and incidents thereto, upon, over and across that parcel of land described as follows:

COMMENCING at the most Southerly corner of said PARCEL 10; thence along the Easterly line of said PARCEL 10, North 03°56'26" East, 125.970 meters to the POINT OF BEGINNING; thence continuing along said Easterly line, North 03°56'26" East, 4.087 meters; thence from a tangent that bears South 89°31'19" West, along a curve to the right with a radius of 179.036 meters, through a central angle of 00°57'07", an arc length of 2.974 meters to a point of compound curvature; thence along a tangent curve to the right with a radius of 8.375 meters, through a central angle of 93°12'46", an arc length of 13.626 meters; thence along a radial line of last said curve, North 86°18'48" West, 4.075 meters; thence from a tangent that bears South 03°41'12" West, along a curve to the left with a radius of 12.450 meters, through a central angle of 93°12'46", an arc length of 20.255 meters to a point of compound curvature; thence along a

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60207

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tangent curve to the left with a radius of 183.111 meters, through a central angle of 00°51'12", an arc length of 2.727 meters to the POINT OF BEGINNING.

CONTAINING 81 square meters, more or less.

Parcel 5 (60207-2):

TEMPORARY RIGHTS to terminate on December 31, 2012 for construction purposes and incidents thereto, upon, over and across that parcel of land described as follows:

COMMENCING at the most Southerly corner of said PARCEL 10; thence along the Easterly line of said PARCEL 10, North 03°56'26" East, 66.357 meters to the POINT OF BEGINNING; thence continuing along said Easterly line, North 03°56'26" East, 12.659 meters; thence from a tangent that bears North 13°43'40" West, along a curve to the right with a radius of 76.812 meters, through a central angle of 04°28'20", an arc length of 5.996 meters to a point of compound curvature; thence along a tangent curve to the right with a radius of 7.214 meters, through a central angle of 54°23'23", an arc length of 6.848 meters to said Easterly line; thence along last said line, North 03°56'26" East, 5.882 meters; thence from a tangent that bears South 66°53'46" West, along a curve to the left with a radius of 11.939 meters, through a central angle of 76°09'07", an arc length of 15.868 meters to a point of compound curvature; thence along a tangent curve to the left with a radius of 81.537 meters, through a central angle of 11°54'29", an arc length of 16.946 meters; thence South 21°09'49" East, 1.523 meters to the POINT OF BEGINNING.

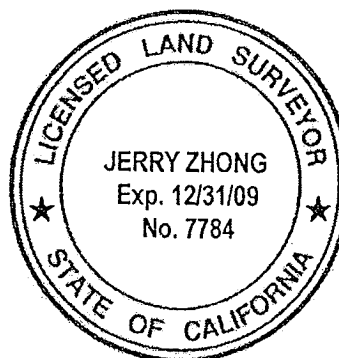
CONTAINING 113 square meters, more or less.

The bearings and distances used in the above descriptions are on the California Coordinate System of 1983, Zone 2. Multiply the above distances by 1.00000543 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 
Licensed Land Surveyor

Date: 8/27/2008



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Number
60207

The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for itself, its successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this _____ day of _____, 20_____.

By _____

By _____

[CORPORATE SEAL]

ACKNOWLEDGMENT

State of California

County of _____

} ss

On _____ before me, _____, personally
(Here insert name and title of the officer)

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)

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20_____.

MALCOLM DOUGHERTY, Director of Transportation

By _____
MARK L. WEAVER, Attorney in Fact
Deputy District Director
Right of Way and Land Surveys

RECORDING REQUESTED BY
STATE OF CALIFORNIA

WHEN RECORDED – RETURN TO
DEPARTMENT OF TRANSPORTATION
PO BOX 23440, MS-11A
OAKLAND, CA 94623-0440

Space above this line for Recorder's Use

EASEMENT DEED
CORPORATION

District	County	Route	K.P.	Number
04	SON	101	24.4	60236

CITY OF ROHNERT PARK, a Municipal Corporation

a corporation organized and existing under and by virtue of the laws of the State of California
does hereby GRANT to the STATE OF CALIFORNIA an EASEMENT for construction and maintenance of a retaining
wall and incidents thereto, upon, over and across that certain real property in the City of Rohnert Park,
County of Sonoma, State of California, described as follows:

Please see EXHIBIT "A" attached.

Transfer Tax Not Applicable: R & T Code 11911

STATE BUSINESS: Free

This is to certify that this document is presented for recordation by the State of California under Government Code 27383 and is necessary to complete the chain of title of the State to property acquired by the State of California.

DISTRICT DIRECTOR

BY _____
MARK L. WEAVER
Deputy District Director
Right of Way and Land Surveys

Number
60236

EXHIBIT "A"

All that real property situate in the City of Rohnert Park, County of Sonoma, State of California, being a strip of land 3.600 meters wide, the general Westerly sideline of which being described as follows:

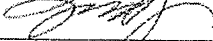
COMMENCING at the Southerly terminus of that course described as "S 1°49'09" E, 1,035.18 feet" in that 75 feet wide strip of land as described in that certain Grant Deed to the City of Rohnert Park, recorded March 19, 1974, in Book 2846, at Page 545, Official Records of Sonoma County; thence along said course and the general Westerly line of said 75 feet wide strip of land the following three (3) courses: 1) North 01°49'12" West, 162.590 meters to the POINT OF BEGINNING; 2) continuing North 01°49'12" West, 152.928 meters to the Northerly terminus of said course; and 3) from a tangent that bears North 01°01'54" West, along a curve to the left with a radius of 792.477 meters, through a central angle of 10°07'07", an arc length of 139.952 meters to the terminus point of herein described general Westerly sideline.

The sidelines of said 3.600 meters wide strip of land shall be prolonged or shortened so as to begin at a line that passes through said POINT OF BEGINNING with a bearing of North 88°10'48" East and terminate at a radial line that passes through said terminus point.

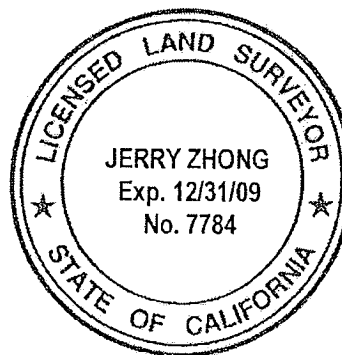
CONTAINING 1,055 square meters, more or less.

The bearings and distances used in the above description are on the California Coordinate System of 1983, Zone 2. Multiply the above distances by 1.00000543 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 
Licensed Land Surveyor

Date: 9/8/2008



SEP 08 2008

Number
60236

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this _____ day of _____, 20____.

By _____, _____ President

By _____, _____ Secretary

[CORPORATE SEAL]

State of California }
County of _____ } ss

ACKNOWLEDGMENT

On _____ before me, _____, personally
(Here insert name and title of the officer)
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)

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

MALCOLM DOUGHERTY, Director of Transportation

By _____
MARK L. WEAVER, Attorney in Fact
Deputy District Director
Right of Way and Land Surveys