

## **RESOLUTION NO. 2013-061**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK TO ENTER INTO AND ACCEPT AN EASEMENT AGREEMENT FROM THE SONOMA COUNTY WATER AGENCY (APN'S 134-264-004, 134-267-004, AND 134-267-006)**

**WHEREAS**, the Sonoma County Water Agency owns Property located along Wilfred Avenue (APN's 134-264-004, 134-267-004, and 134-267-006).

**WHEREAS**, the widening of Wilfred Avenue/Golf Course Drive West is called for in the City's and County's general plans.

**WHEREAS**, the City of Rohnert Park entered into a Joint Exercise of Powers Agreement ("JEPA") with Sonoma County representatives, and the Federated Indians of Graton Rancheria ("Tribe") to facilitate the road widening of Wilfred Avenue (hereinafter Wilfred Avenue Improvement Project).

**WHEREAS**, the JEPA provides for the City to exercise its authority to acquire right of way needed for the Wilfred Avenue Improvement Project at the sole expense of the Tribe.

**WHEREAS**, the City has negotiated the Easement Agreement needed from the Sonoma County Water Agency.

**WHEREAS**, the Easement Agreement includes a certificate of acceptance.

**WHEREAS**, the City desires to accept the Easement Agreement consistent with the Project.

**WHEREAS**, the Wilfred Avenue Improvement Project was previously approved by the City pursuant to a Notice of Exemption on September 25, 2012. The City filed a notice of exemption with the County Clerk on September 26, 2012, who posted it that same day through October 29, 2012. The acquisition of a perpetual easement proposed herein was anticipated in the approval of the Wilfred Avenue Improvement Project and is a subsequent action toward implementing said project. Accepting the proposed Easement Agreement does not involve any substantial changes to the Project, nor would such acceptance cause new or more severe environmental impacts. For those reasons, neither the obligation to comply with CEQA nor the statute of limitations on that prior action is re-triggered by this action toward implementing the project.

**WHEREAS**, this action is exempt from compliance with the provisions of Government Code 65402 because this action involves a real property acquisition for street alignment purposes and is minor in nature.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it does hereby resolve, determine, find and order as follow:

Section 1. Acceptance of Easement Agreement. The City Council of the City of Rohnert Park hereby approves the attached Easement Agreement, in substantially similar form as provided for in the attachment hereto subject to minor modification by the City Attorney, which is incorporated by this reference, from the Sonoma County Water Agency for property located along Wilfred Avenue also known as Assessor Parcel Numbers 134-264-004, 134-267-004, and 134-267-006. Upon action by SCWA's board to countersign the Easement Agreement, the City Council also accepts the grant of easement contained therein.

Section 2. Section 65402 Compliance. The acquisition of said property is exempt from compliance with the provisions of Government Code 65402 because this action involves a real property acquisition for street alignment purposes and is minor in nature.

Section 3. Mayoral Authorization. The Mayor of the City of Rohnert Park is hereby authorized and directed to enter into the attached Easement Agreement, which includes a certificate of acceptance, in substantially similar form as provided for in the attachment hereto, which is incorporated by this reference, for and on behalf of the City of Rohnert Park.

Section 4. 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 with the Easement Agreement in the office of the Recorder of the Sonoma County, State of California for and on behalf of the City of Rohnert Park.

**DULY AND REGULARLY ADOPTED** this 26th day of March, 2013.



**CITY OF ROHNERT PARK**

Pam Stafford  
Pam Stafford, Mayor

**ATTEST:**

Jeanne M. Buergler  
JoAnne Buergler, City Clerk

Attachment: Easement Agreement with Exhibits (legal descriptions and plat maps)

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

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

City of Rohnert Park  
City Hall  
130 Avram Drive  
Rohnert Park, CA 94928

**EASEMENT AGREEMENT**

This Easement Agreement (this "Agreement") is made by and between the Sonoma County Water Agency ("Water Agency") and the City of Rohnert Park ("City").

**R E C I T A L S**

WHEREAS, Water Agency is the owner of certain real property within the unincorporated portion of the County of Sonoma, State of California commonly known as Bellevue-Wilfred Channel, and being more particularly described as follows:

Those lands conveyed to the Sonoma County Flood Control and Water Conservation District, by deeds recorded on May 19, 1964 in Book 2045, page 552, on November 8, 1963, in Book 2001, page 191, and on June 2, 1965 in Book 2132, page 696 of Official Records of Sonoma County, California (hereinafter referred to as the "Agency Property"); and

WHEREAS, City proposes to construct improvements related to the Wilfred Avenue Widening Project (the "Project") as shown upon those certain improvement plans entitled: Wilfred Avenue Improvements City Project No. 2010-05, dated February 7, 2013 (the "Plans"), which are hereby incorporated into and made a part of this Agreement by this reference; and

WHEREAS, Water Agency staff have reviewed the Plans, and have determined that the improvements proposed for the Project, if subject to the terms and conditions under this Agreement, will not adversely affect the Water Agency in any respect; and

WHEREAS, City wishes to obtain a permanent easement over portions of the Agency Property as described in Exhibit "A" and shown for reference in Exhibit "A-1", attached hereto and made a part hereof (hereinafter, the "Easement Area"), for the purposes of construction of improvements related to Project; and

WHEREAS, Water Agency desires to condition the granting and continuance of such easement upon certain stipulations and provisions as set forth herein, with respect to existing Water

Agency facilities to be relocated to certain portions of the Wilfred Avenue right of way ("Wilfred Avenue Right of Way") in connection with the Project, as described in Exhibit "B" and shown for reference in Exhibit B-1, attached hereto and made a part hereof (hereinafter, the "Wilfred Avenue Right of Way Area").

NOW, THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, Water Agency and City covenant and agree as follows:

## A G R E E M E N T

1. Grant of Non-Exclusive Easement. Water Agency hereby grants to City a non-exclusive easement over the Easement Area of the nature, character and extent, and subject to the conditions, set forth in this Agreement.

2. Description of Easement over Agency Property. The easement granted over the Easement Area pursuant to this Agreement (the "Easement") is a perpetual easement and right-of-way for the purpose of laying down, installing, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using the Project, in accordance with the Plans, in, under, along, and across the Easement Area, and the right at all times to enter in, over and upon said Easement Area for all purposes connected with the laying down, installing, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using the Project provided that said use does not damage or restrict Water Agency's full use of the Agency Property or the improvements existing thereon in any way, subject to the relocation of certain Water Agency facilities as described in the Recitals above. Water Agency reserves the right to install, construct, operate, and maintain both its existing improvements (subject to the relocation of certain Water Agency facilities as described in the Recitals above) and any future improvements on the Agency Property provided that City's use of the Easement for the purposes set forth herein is not materially impaired. The Easement is granted on the condition that City's use of the Easement does not damage or restrict Water Agency's full use of existing Water Agency improvements in any way except as specified above. The grant of the Easement is subject and subordinate to the rights of Water Agency and its successors and assigns, to use the Agency Property in the performance of its governmental and proprietary functions.

3. Term. The Easement shall continue indefinitely so long as City is in compliance with the terms and conditions of this Agreement. Should City vacate any portion of Wilfred Avenue Right of Way Area, City shall reserve to itself such easements as may be necessary for the City to meet its obligations under this Agreement.

4. Consideration. City shall reimburse Water Agency for the cost of Water Agency's staff time related to this Agreement for the review of plans, environmental documents, legal descriptions/plats and other similar documents for the Project (and for Water Agency's Legal Counsel Review of same), for the preparation of agreements and agenda items for the Project, for the coordination with City's project manager consultant for the Project, as well as any other similar staff cost necessary to facilitate approval of this Agreement by the Water Agency's Board.

5. Maintenance of Easement. City shall maintain the Project within the Easement Area and the Wilfred Avenue Right of Way Area at City's sole cost and expense. Any reconstruction or maintenance activities performed by City and related to the Easement shall not interfere with the Water Agency's continued use of the Agency Property or the Easement Area for any purpose. City shall not materially alter or reconstruct any part of the Project located within the Easement Area or any Water Agency owned facilities being relocated by the Project, without first obtaining Water Agency's written approval of plans for such alteration or reconstruction, which approval shall not be unreasonably delayed, conditioned or withheld. Water Agency shall not be responsible for any damages to City's improvements in the Easement Area and Wilfred Avenue Right of Way Area caused by Water Agency due to any Water Agency routine maintenance activities in the Wilfred Avenue Right of Way Area, and Water Agency shall have no responsibility to reconstruct or repair any of City's improvements in the Easement Area and Wilfred Avenue Right of Way Area caused by any such routine maintenance activities. Notwithstanding anything to the contrary set forth herein, Water Agency agrees to be responsible for damages to City's improvements in the Easement Area and Wilfred Avenue Right of Way Area arising from the active negligence or willful misconduct of Water Agency, or its agents, contractors, employees and/or assigns.

6. Waste or Nuisance; Water Agency's Rights in Property. City shall not commit or suffer: (i) any waste or nuisance on the Easement Area; (ii) any action or use of the Easement Area which interferes or conflicts with the use of the Easement Area or Agency Property by Water Agency or any authorized person; or (iii) any action on the Easement Area in violation of any law or ordinance. Except as otherwise provided in this Agreement to include such rights reasonably necessary for the enjoyment of the Easement as granted in Section 2 above, City shall not undertake or permit any activity or use on the Easement Area that is inconsistent with the purpose of this Agreement without first obtaining the Water Agency's written approval, including, without limitation, the following activities: (a) constructing, reconstructing, replacing, repairing, or maintaining any building, structure, utilities, or other improvement other than as shown on the Plans; (b) altering the surface or contour of the land in any manner not consistent with the Plans, including, but not limited to, excavating or removing soil, sand, gravel, rock, sod, trees, shrubs, plants or vegetation; (c) degrading or eroding the soil or polluting any surface or sub-surface waters; (d) dumping, accumulating, or storing trash, ashes, garbage, waste, junk, non-operative vehicles, or other materials; (e) damaging the integrity of the surface beyond normal wear and tear; (f) exploring for or developing and extracting minerals and hydrocarbons by any mining method, surface or otherwise; (g) parking any vehicle; and (h) placing or leaving any personal property of City or City's tenants.

7. Non-Liability of Water Agency; Indemnity. Water Agency and its officers, agents, and employees shall not be liable to City or any third party for any injury, loss, or damage arising out of or in connection with the City's use of the Easement granted herein or, except as set forth in the last sentence of this paragraph, to Water Agency's use of Wilfred Avenue Right of Way Area. City agrees to defend, indemnify, hold harmless, and release Water Agency, and its officers, agents, and employees (collectively, the "Indemnitees"), from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including City, relating to the Project or to the City's use of the Easement granted herein and, except as set forth in the last sentence of this paragraph, Water Agency's use of Wilfred Avenue Right of Way Area. City agrees to compensate Water Agency for any damage to Water Agency property as a result of the

construction, operation, or maintenance of the Project. Notwithstanding anything to the contrary set forth herein, City's obligation to defend, indemnify, hold harmless and release the Indemnitees shall not extend to any liability arising from the active negligence or willful misconduct of any Indemnitee.

8. Enforcement. If through inspection or otherwise Water Agency determines that City is in violation of the provisions of this Agreement or that a violation is threatened, Water Agency shall give written notice to City of such violation and demand corrective action sufficient to cure the violation. If City fails to cure the violation within fourteen (14) days after receipt of notice thereof from Water Agency, or under circumstances where the violation cannot reasonably be cured within a fourteen (14) day period, fails to begin curing such violation within the fourteen (14) day period, or fails to continue diligently to cure such violation until finally cured, Water Agency may bring an action to enforce the provisions of this Agreement, enjoin the violation, recover damages and enforcement costs for the violation, and require restoration of the Easement Area to the condition that existed prior to the violation. If Water Agency reasonably determines that circumstances require immediate action to prevent or mitigate a violation or threatened violation of the provisions of this Agreement that poses an immediate threat to public health and safety or property, Water Agency may pursue its remedies under this paragraph without prior notice to City and without waiting for the period for cure to expire.

9. Enforcement Discretion. Enforcement of the provisions of this Agreement shall be at the discretion of the Parties, and any forbearance by a Party to exercise its rights under this Agreement in the event of any breach of any provision of this Agreement by the other Party shall not be deemed or construed to be a waiver by the Party of such provision or of any subsequent breach of the same or any other provision of this Agreement or of any of the Party's rights under this Agreement. No delay or omission by a Party in the exercise of any right or remedy upon any breach by the other Party shall impair such right or remedy or be construed as a waiver.

10. Access and Control. Except as otherwise expressly provided in this Agreement, Water Agency retains the exclusive right of access to and control over the Easement Area. Nothing contained in this Agreement shall be construed as precluding Water Agency's right to grant access to third parties across the Easement Area provided that such grant does not unreasonably affect City's use of the Easement or the use of the Project by the City or the public.

11. Successors. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, heirs, assigns and transferees.

12. Amendment. If circumstances arise under which an amendment or modification of this Agreement would be appropriate, City and Water Agency shall be free to jointly amend this Agreement. Any such amendment or modification shall be set forth in a written instrument executed by both parties, and shall be recorded in the Office of the Sonoma County Recorder.

13. Notices. Any notice, demand, request, approval, or other communication that either party desires or is required to be given under this Agreement shall be in writing and may be given by personal delivery or by registered or certified mail. Notices, demands, requests, approvals, or other communications sent by mail should be addressed as follows:

Water Agency: Sonoma County Water Agency  
404 Aviation Boulevard  
Santa Rosa, CA 95403

City: City of Rohnert Park  
Attention: City Manager  
130 Avram Avenue  
Rohnert Park, CA 94928

and when so addressed, shall be deemed given three (3) business days following deposit in the United States Mail, registered or certified, return receipt requested, postage prepaid. In all other instances, notices, demands, requests, approvals, or other communications shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the persons to whom notices, demands, requests, approvals, or other communications are to be given by giving notice pursuant to this section.

14. Applicable Law and Forum. Interpretation and performance of this Agreement shall be governed by California law and any action to enforce the provisions of this Agreement or the breach thereof shall be brought and tried in the County of Sonoma.

15. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

16. Integration. This Agreement is the final and complete expression of the agreement between the parties with respect to the subject matter hereof, and any and all prior or contemporaneous agreements, written or oral, are merged into this instrument.

17. Captions. The captions in this Agreement have been included solely for convenience of reference. They are not a part of this Agreement and shall have no effect upon its construction or interpretation.

18. Survival of Agreement. This Agreement, including all representations, warranties, covenants, agreements, releases and other obligations contained herein, shall survive the closing of this transaction and recordation of any deed or other document related hereto.

19. Title to Water Agency Property. It is understood that the City did not obtain a title report or obtain title insurance for the easement rights to be acquired from the Water Agency under this Agreement. To the best of Water District's knowledge, there are no third party rights or interests existing on or in the Agency Property that will actually be damaged, impaired, or affected by the Easement, and Water District agrees to hold City harmless and reimburse City for any and all of City's losses and expenses occasioned by reason of any third party claims for damages, impairment or effect of their rights or interests which were actually known by Water District as of the date of this Agreement. Subject to the foregoing, in addition to any indemnification granted under Section 7 above, the City agrees to defend, indemnify, hold harmless, and release Water

Agency, and its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including City, arising out of or relating to any unknown third party rights or interests that may exist on or in the Agency Property that could be damaged, impaired, or affected by the grant of easement rights by Water Agency under this Agreement or by City's Project. The Water Agency provides no warranty, express or implied, that the Water Agency has sole right to grant the necessary easement rights to City. The terms "To the best of Water District's knowledge" and "actually known" means to the actual knowledge of Water District (as opposed to implied or constructive knowledge) based on a written document actually received by Water District prior to the execution of this Agreement, without any duty to independently investigate the matter.

20. Indemnity for Claims under CEQA. In addition to the indemnity provided in Sections 7 and 19, and notwithstanding any limitations contained in those sections, City shall indemnify, protect, defend (as set forth in Section 2788 of the California Civil Code) and hold harmless (with counsel reasonably acceptable to the Water Agency) the Water Agency and its representatives from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs and expenses (including reasonable attorneys' fees), arising from or in connection with, or caused by claims to attack, set aside, void, or annul the Water Agency's approval and execution of this Agreement, or the Water Agency's approval and execution of the Easement Agreement by and between the Sonoma County Water Agency and Pacific Bell Telephone Company, a California corporation dba AT&T California of even date herewith (the "AT&T Easement") or the Water Agency's CEQA determination with respect to this Agreement, the AT&T Easement, or the Wilfred Bridge Improvements (collectively, "Claims" or "Claim"). In the event that any Claim is brought against the Water Agency or its representatives, the City upon notice from the Water Agency shall pay for the Water Agency's legal and staff costs incurred in defending any such claim. The Water Agency shall defend the Claim, at the City's sole expense, and shall consult with the City during the pendency of the action or proceeding to minimize the legal fees and other costs associated with the claim. The provisions of this section shall survive completion of the Wilfred Bridge Improvements or the expiration or other termination of this Agreement. The City acknowledges and agrees that the obligations of the City under this Section 20 are material elements of the consideration to the Water Agency for the grant of easement under this Agreement, and that the Water Agency would not have entered into this Agreement unless such obligations were as provided for herein.



IN WITNESS WHEREOF, Water Agency and City have executed this Agreement as set forth below.

SONOMA COUNTY WATER AGENCY:

Executed by the Sonoma County Water Agency this \_\_\_\_\_ day of \_\_\_\_\_, 2013 pursuant to authority granted by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 2013:

Attest:

By: \_\_\_\_\_  
David Rabbitt  
Chair, Board of Directors

By: \_\_\_\_\_  
Clerk, Board of Directors

Reviewed as to Substance:

By: \_\_\_\_\_  
Grant Davis  
General Manager

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_

CITY OF ROHNERT PARK, a municipal corporation:

By: \_\_\_\_\_  
Pam Stafford  
Mayor

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest  
in real property conveyed above is  
hereby accepted by order of the  
City Council of the City of Rohnert  
Park pursuant to City Council Resolution  
No. \_\_\_\_\_ dated \_\_\_\_\_  
and the Grantee consents to recordation  
thereof by its duly authorized officer.

CITY OF ROHNERT PARK,  
a municipal corporation

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

---

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) 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(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.

Place Notary Seal Above

Signature \_\_\_\_\_  
Signature of Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) 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(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.

Place Notary Seal Above

Signature \_\_\_\_\_  
Signature of Notary Public

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**PARCEL A**

That certain parcel of land situated in the County of Sonoma, State of California, being a portion of Lot 43, Santa Rosa Farms No. 2, filed on March 7, 1910 in Book 21 of Maps, at Page 14, in the Office of the County Recorder of said Sonoma County and also being a portion of lands as described in the deed recorded on November 8, 1963 in Book 2001 of Official Records, at page 191, in said Office of County Recorder, more particularly described as follows:

**COMMENCING** at the city monument at the centerline intersection of Wilfred Avenue (40.00 feet Wide) and Redwood Drive (Width Varies) as shown that certain Record of Survey, filed in Book 747 of Maps at Pages 50-53 in said Office of County Recorder;

Thence, westerly along said centerline of said Wilfred Avenue North 89°35'41" West 5347.88 feet;

Thence, southerly and leaving said centerline South 00°24'19" West 23.79 feet to the northerly terminus of that certain course "North 06°26'30" East 46.30 feet" as described in said deed (2001 O.R. 191), said northerly terminus also being the **TRUE POINT OF BEGINNING**;

Thence, southerly along the westerly boundary line of lands described in said deed (2001 O.R. 191), South 06°26'30" West 46.30 feet;

Thence, South 23°49'03" West 10.23 feet;

Thence, leaving said westerly boundary line (2001 O.R. 191), South 89°35'41" East 35.94 feet;

Thence, South 63°58'06" East 32.33 feet;

Thence, South 89°35'41" East 7.08 feet;

Thence, North 26°01'54" East 47.00 feet;

Thence, South 89°35'41" East 22.14 feet;

Thence, South 17°54'02" West 44.43 feet;

Thence, South 89°35'41" East 17.33 feet;

Thence, North 71°26'09" East 31.67 feet to the former centerline of Hargrave Avenue, being the easterly boundary line of said Lot 43 as shown on said Santa Rosa Farm No. 2 Map (21 M 14);

Thence, northerly along said former centerline of Hargrave Avenue, North 00°31'54" East 62.91 feet to the southerly right of way line of Wilfred Avenue as shown on said Map (21 M 14);

Thence, leaving said former centerline of Hargrave Avenue, and westerly along said southerly right of way line North 89°35'41" West 138.12 feet to said westerly boundary line (2001 O.R. 191);

Thence, southerly along said westerly boundary line (2001 O.R. 191) South 23°49'03" West 4.13 feet to the **TRUE POINT OF BEGINNING**.

**RBF CONSULTING**  
500 Ygnacio Valley Road, Suite 300  
Walnut Creek, California 94596


December 21, 2012  
JN: 50-100964  
Page 1 of 2

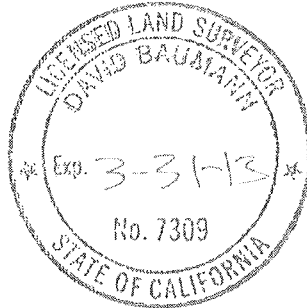
CONTAINING 8,578 Square Feet, more or less (0.19692 acres, more or less).

**BASIS OF BEARINGS** The bearings and distances contained herein are based upon the Record of Survey filed December 16, 2011 in Book 747 of Maps at Pages 50-53, in said County Recorder's Office.

**SUBJECT TO** all Covenants, Rights, Rights-of-Way and Easements of Record.

**EXHIBIT "A-1"** attached and by this reference made a part hereof.

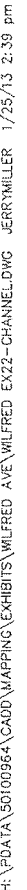
  
David Baumann, P.L.S. 7309  
License Expires March 31, 2013



**RBf CONSULTING**  
500 Ygnacio Valley Road, Suite 300  
Walnut Creek, California 94596

December 21, 2012  
JN: 50-100964  
Page 2 of 2

② FOUND MONUMENT AT CENTERLINE INTERSECTION  
OF WILFRED AVENUE AND REDWOOD DRIVE  
PER RECORD OF SURVEY  
BOOK 747 OF MAPS AT PAGES 50-53  
SONOMA COUNTY RECORDS.



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**PARCEL B**

That certain parcel of land situated in the County of Sonoma, State of California, being a portion of Lot 52, Santa Rosa Farms No. 2, filed on March 7, 1910 in Book 21 of Maps, at Page 14, in the Office of the County Recorder of said Sonoma County and also being a portion of the lands as described in the deed recorded on November 8, 1963 in Book 2001 of Official Records, at page 191, in said Office of County Recorder, more particularly described as follows:

**COMMENCING** at the city monument at the centerline intersection of Wilfred Avenue (40.00 feet Wide) and Redwood Drive (Width Varies) as shown that certain Record of Survey, filed in Book 747 of Maps at Pages 50-53 in said Office of County Recorder;

Thence, westerly along said centerline of said Wilfred Avenue, North 89°35'41" West 5139.97 feet;

Thence, southerly and leaving said centerline, South 00°24'19" West 25.96 feet to the westerly terminus of that certain course "North 89°00'00" West 13.76 feet" as described in said deed (2001 O.R. 191), said westerly terminus also being the **TRUE POINT OF BEGINNING**;

Thence, easterly along the easterly boundary line of said deed (2001 O.R. 191) the following two (2) courses:

- 1) South 89°00'00" East 13.76 feet to a point on a non-tangent curve, concave westerly and having a radius of 75.00 feet, a radial line which bears North 88°59'59" West,
- 2) Southerly and along said curve 62.44 feet and through a central angle of 47°42'16";

Thence, leaving said easterly line and westerly from said curve, North 81°27'02" West 37.31 feet;

Thence, South 71°26'09" West 21.16 feet to the centerline of former Hargrave Avenue being the westerly boundary line of said Lot 52 as shown on said Map (21 M 14);

Thence, northerly along said former centerline, North 00°31'54" East 62.91 feet to the southerly right of way line of Wilfred Avenue, as shown on said Santa Rosa Farms No. 2 Map (21 M 14);

Thence, easterly along said southerly right of way line, South 89°35'41" East 70.73 feet to said easterly boundary line (2001 O.R. 191);

Thence, southwesterly along said easterly boundary line (2001 O.R. 191), South 23°49'03" West 6.49 feet to the **POINT OF BEGINNING**;

**CONTAINING** 4,385 Square Feet, more or less (0.10067 acres, more or less).

**BASIS OF BEARINGS** The bearings and distances contained herein are based upon the Record of Survey filed December 16, 2011 in Book 747 of Maps at Pages 50-53, in said County Recorder's Office.

**SUBJECT TO** all Covenants, Rights, Rights-of-Way and Easements of Record.

EXHIBIT "A-1" attached and by this reference made a part hereof.

**RBF CONSULTING**  
500 Ygnacio Valley Road, Suite 300  
Walnut Creek, California 94596

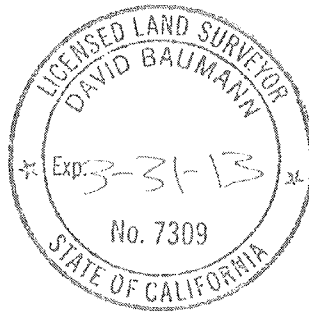
December 21, 2012  
JN: 50-100964  
Page 1 of 2



EXHIBIT "A"  
LEGAL DESCRIPTION  
PARCEL B



David Baumann, P.L.S. 7309  
License Expires March 31, 2013



P.O.C.

# WILFRED AVENUE

40' ROW

N89°35'41"W  
5139.97'  
S00°24'19"W  
25.96'

S89°35'41"E  
70.73'

62.91'

N00°31'54"E

PARCEL B  
4,385 SF±

APN 134-267-004

S71°26'09"W  
21.16'

FORMER  
HARGRAVE AVE.

N81°27'02"W  
37.31'

SONOMA COUNTY WATER AGENCY  
APN 134-267-006  
(2132 O.R. 696)

HARGRAVE  
AVENUE

APN 134-267-005

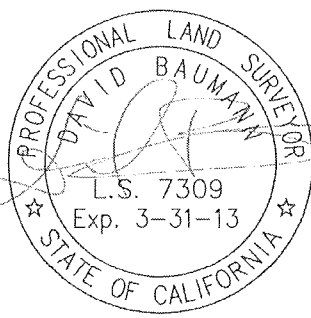
THE STANLEY J. PONCIA  
LIVING TRUST  
DOC. NUMBER: 2005060129

PORTION OF LOT 53  
SANTA ROSA FARMS NO. 2  
21 M 14

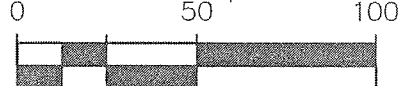
SCALE: 1"=50'

APN 134-267-008  
THE STANLEY J. PONCIA  
LIVING TRUST  
DOC. NUMBER: 2005060129  
SANTA ROSA FARMS NO. 2  
21 M 14

SONOMA COUNTY WATER AGENCY  
(2001 O.R. 191)  
BELLEVUE-WILFRED  
FLOOD CONTROL CHANNEL  
APN 134-264-004



RADIAL BEARINGS	
R1	N88°59'59"W
R2	N41°17'43"W



SCALE: 1"=50'

## LINE/CURVE DATA TABLE

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	S89°00'00"E	---	13.76'	---
2	47°42'16"	75.00'	62.44'	33.16'
3	S23°49'03"W	---	6.49'	---

## EXHIBIT "A-1"

PLAT TO ACCOMPANY A  
LEGAL DESCRIPTION FOR  
WILFRED AVENUE WIDENING

CITY OF ROHNERT PARK  
COUNTY OF SONOMA  
STATE OF CALIFORNIA



500 YONAGIO VALLEY ROAD, SUITE 300  
WALNUT CREEK, CALIFORNIA 94596-3847  
925.908.1460 • FAX 925.908.1465 • www.RBF.com

SHEET 1 OF 1

DECEMBER 20, 2012

JOB NO. 50-100964

H:\PDATA\50100964\CADD\MAPPING\EXHIBITS\WILFRED AVE\WILFRED EX23-CHANNEL.DWG JERRY MILLER 1/25/13 1:50 pm

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**PARCEL C**

That certain parcel of land situated in the County of Sonoma, State of California, being a portion of Lot 52, Santa Rosa Farms No. 2, filed on March 7, 1910 in Book 21 of Maps, at Page 14, in the Office of the County Recorder of said Sonoma County and also being a portion of the lands as described in the deed from Develop-Amatic Engineering to Sonoma County Flood Control and Water Conservation District, recorded on June 2, 1965 in Book 2132 at Page 696 of Sonoma County Official Records, in said Office of County Recorder, more particularly described as follows:

**COMMENCING** at the city monument at the centerline intersection of Wilfred Avenue (40.00 feet Wide) and Redwood Drive (Width Varies) as shown that certain Record of Survey, filed in Book 747 of Maps at Pages 50-53 in said Office of County Recorder;

Thence, westerly along said centerline of said Wilfred Avenue, North 89°35'41" West 5139.97 feet;

Thence, southerly and leaving said centerline, South 00°24'19" West 25.96 feet to the westerly terminus of that certain course "North 89°00'00" West 13.76 feet" as described in the deed, recorded on November 8, 1963 in Book 2001 of Official Records, at Page 191 in said Office of County Recorder, said westerly terminus also being the **TRUE POINT OF BEGINNING**;

Thence, easterly along said easterly boundary line of the lands described in said deed (2001 O.R. 191) the following two (2) courses:

- 1) South 89°00'00" East 13.76 feet to a point on a non-tangent curve, concave westerly and having a radius of 75.00 feet, a radial line which bears North 88°59'59" West,
- 2) Southerly and along said curve 62.44 feet and through a central angle of 47°42'15";

Thence, departing from said curve, North 48°42'17" East 54.59 feet;

Thence, South 89°35'41" East 32.79 feet to a point on the easterly boundary line of said lands (2132 O.R. 696), said point also being on a non-tangent curve, concave westerly and having a radius of 125.00 feet, a radial line which bears North 80°32'02" West;

Thence, northerly along said easterly boundary line and said curve 18.47 feet and through a central angle of 08°27'58";

Thence, continuing northerly and along said easterly boundary line, North 01° 00'00" East 5.00 feet to the northerly boundary line of said lands(2132 O.R. 696);

Thence, northwesterly along said northerly boundary line (2132 O.R 696), North 89°00'00" West 61.66 feet to said easterly boundary line (2001 O.R. 191);

Thence, South 23°49'03" West 5.43 feet to the **TRUE POINT OF BEGINNING**.

**CONTAINING** 1,496 Square Feet, more or less (0.03434 acres, more or less).

**BASIS OF BEARINGS** The bearings and distances contained herein are based upon the Record of Survey filed December 16, 2011 in Book 747 of Maps at Pages 50-53, in said County Recorder's Office.

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December 21, 2012  
JN: 50-100964  
Page 1 of 2

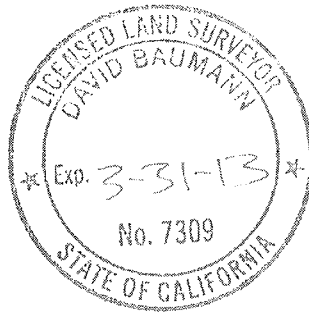
EXHIBIT A  
LEGAL DESCRIPTION  
PARCEL C

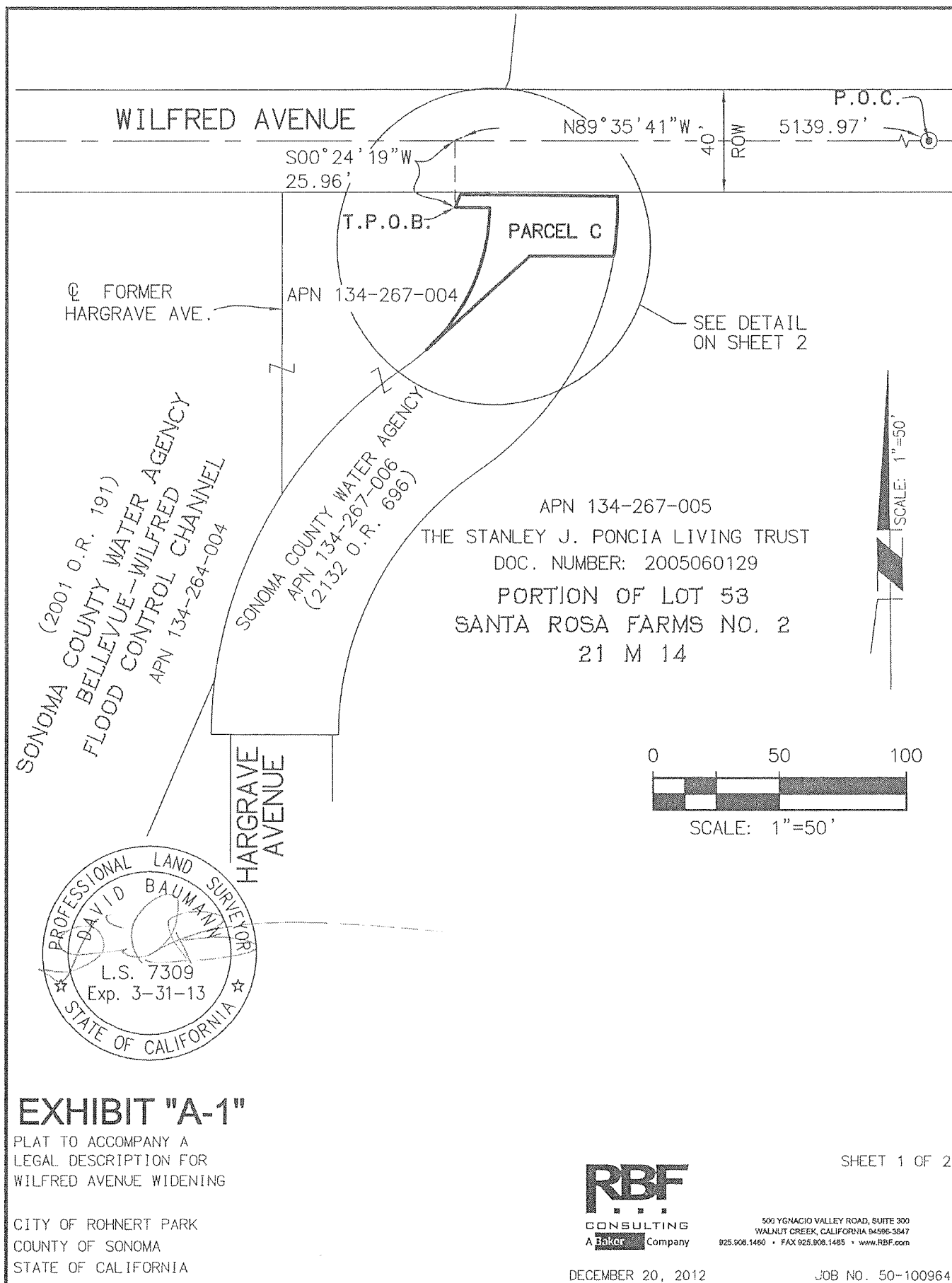
SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

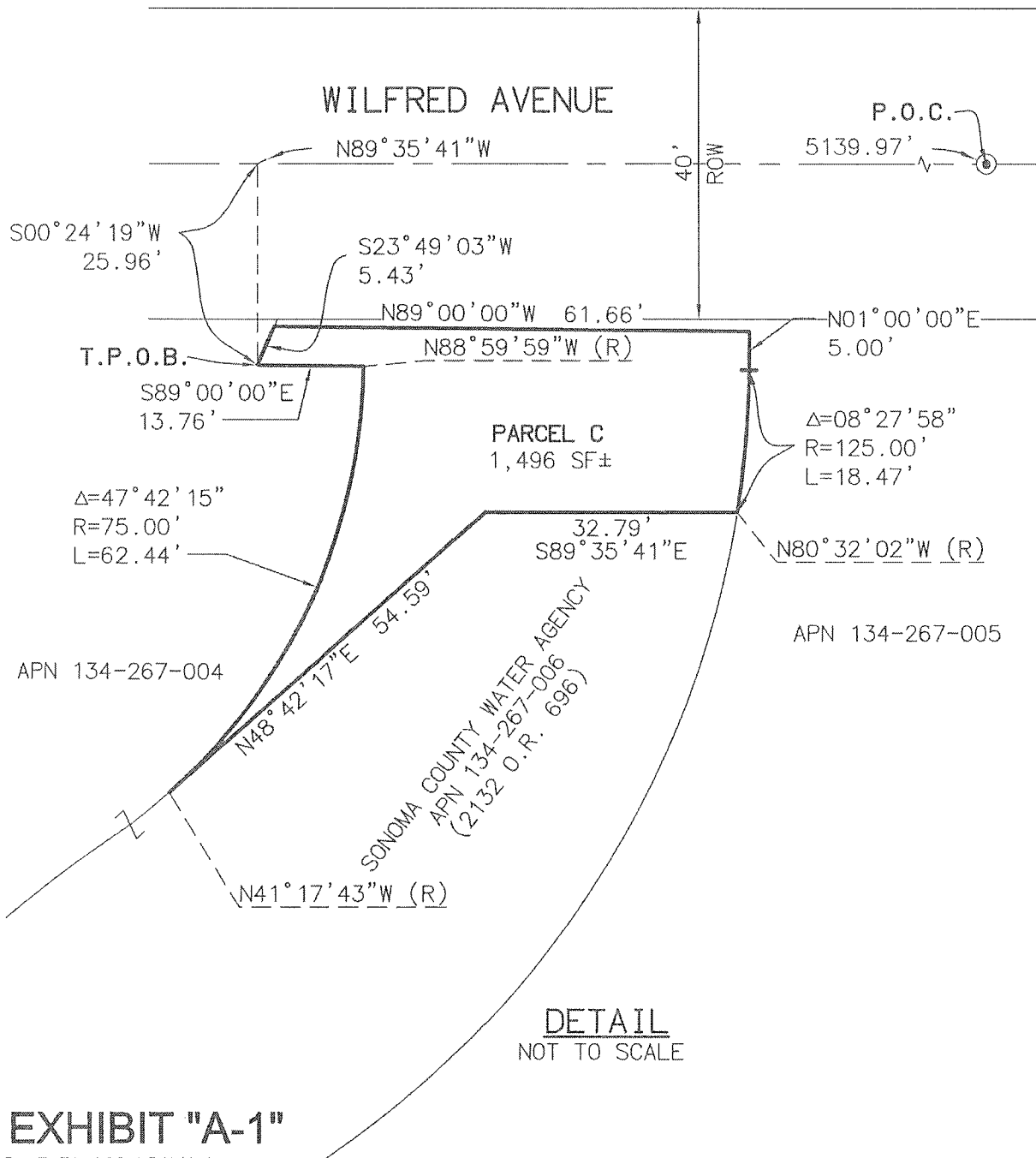
EXHIBIT "A-1" attached and by this reference made a part hereof.



David Baumann, P.L.S. 7309  
License Expires March 31, 2013







## EXHIBIT "A-1"

PLAT TO ACCOMPANY A  
LEGAL DESCRIPTION FOR  
WILFRED AVENUE WIDENING

CITY OF ROHNERT PARK  
COUNTY OF SONOMA  
STATE OF CALIFORNIA



500 YGNACIO VALLEY ROAD, SUITE 300  
WALNUT CREEK, CALIFORNIA 94596-3847  
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DECEMBER 20, 2012

JOB NO. 50-100964

SHEET 2 OF 2

H:\PDATA\50100964\CADD\WAPPING\EXHIBITS\WILFRED AVE\WILFRED EX24.DWG JFONG 1/31/13 11:07 am

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**PARCEL 1**

That certain parcel of land situated in the County of Sonoma, State of California, being a portion of Lot 43, Santa Rosa Farms No. 2, filed on March 7, 1910 in Book 21 of Maps, at Page 14, in the Office of the County Recorder of said Sonoma County and also being a portion of the lands as described in the Grant Deed, from Stanley John Poncia to The Stanley J. Poncia Living Trust, recorded on May 3, 2005, in Document Number: 2005060129 of Official Records, in said Office of County Recorder, more particularly described as follows:

**COMMENCING** at the city monument at the centerline intersection of Wilfred Avenue (40.00 feet Wide) and Redwood Drive (Width Varies) as shown that certain Record of Survey, filed in Book 747 of Maps at Pages 50-53 in said Office of County Recorder;

Thence, westerly along said centerline of said Wilfred Avenue North 89°35'41" West 5780.78 feet;

Thence, southerly and leaving said centerline South 00°24'19" West 20.00 feet to the intersection of the westerly line of said Lot 43 with the southerly right of way line of Wilfred Avenue as shown on said map (21 M 14) also being the **TRUE POINT OF BEGINNING**;

Thence, easterly along said southerly right of way line of Wilfred Avenue, South 89°35'41" East 434.54 feet to the westerly line of the Sonoma County Water Agency Flood Control Channel as described in the deed recorded on November 8, 1963, in Book 2001 of Official Records at Page 191 Sonoma County Official Records;

Thence, along said westerly line the following four (4) courses:

1. South 23°49'03" West 4.13 feet;
2. South 06°26'30" West 21.33 feet;
3. South 06°26'30" West 24.97 feet;
4. South 23°49'03" West 105.44 feet;

Thence, leaving said westerly line, North 17°42'47" East 43.72 feet;

Thence, North 08°51'34" East 45.54 feet;

Thence, North 04°25'58" East 13.58 feet;

Thence, North 35°05'04" West 26.11 feet;

Thence, parallel with said southerly right of way line North 89°35'41" West 391.64 feet to the said westerly line (Lot 43);

Thence, northerly along said westerly line (Lot 43), North 00°24'19" East 25.00 feet to the **TRUE POINT OF BEGINNING**.

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Walnut Creek, California 94596

October 26, 2012  
JN: 50-100964  
Page 1 of 2

EXHIBIT "B"  
LEGAL DESCRIPTION  
PARCEL 1

CONTAINING 12,342 Square Feet, more or less. (0.28333 Acres, more or less)

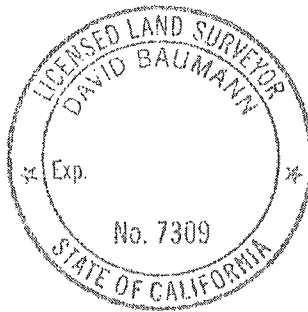
**BASIS OF BEARINGS** The bearings and distances contained herein are based upon the Record of Survey filed December 16, 2011 in Book 747 of Maps at Pages 50-53, in said County Recorder's Office.

**SUBJECT TO** all Covenants, Rights, Rights-of-Way and Easements of Record.

EXHIBIT "B-1" attached and by this reference made a part hereof.



David Baumann, P.L.S. 7309  
License Expires March 31, 2013



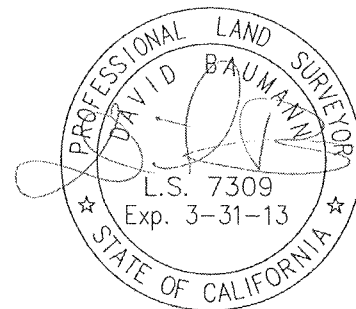
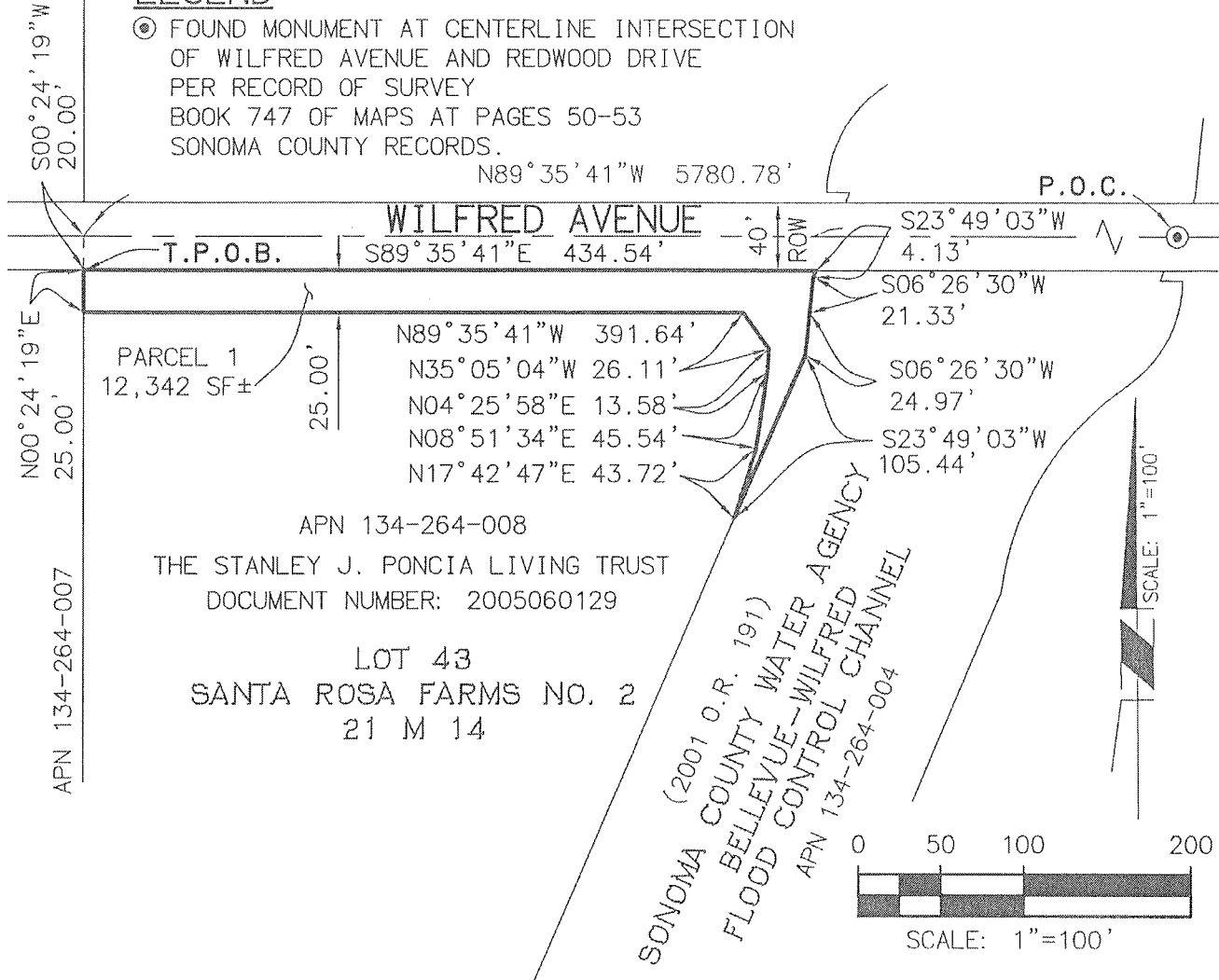
**RBF CONSULTING**  
500 Ygnacio Valley Road, Suite 300  
Walnut Creek, California 94596

October 26, 2012  
JN: 50-100964  
Page 2 of 2



# **LEGEND**

- FOUND MONUMENT AT CENTERLINE INTERSECTION OF WILFRED AVENUE AND REDWOOD DRIVE PER RECORD OF SURVEY BOOK 747 OF MAPS AT PAGES 50-53 SONOMA COUNTY RECORDS.



## **EXHIBIT "B-1"**

PLAT TO ACCOMPANY A  
LEGAL DESCRIPTION FOR  
WILFRED AVENUE WIDENING  
RIGHT OF WAY  
CITY OF ROHNERT PARK  
COUNTY OF SONOMA  
STATE OF CALIFORNIA



OCTOBER 31, 2012

SHEET 1 OF 1

500 YGNACIO VALLEY ROAD, SUITE 300  
WALNUT CREEK, CALIFORNIA 94596-3847  
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JOB NO. 50-100964

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**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**PARCEL 3**

That certain parcel of land situated in the County of Sonoma, State of California, being a portion of Lot 52, Santa Rosa Farms No. 2, filed on March 7, 1910 in Book 21 of Maps, at Page 14, in the Office of the County Recorder of said Sonoma County and also being a portion of the lands described in the Grant Deed, from Stanley John Poncia to The Stanley J. Poncia Living Trust, recorded on May 3, 2005, in Document Number: 2005060129 of Official Records, in said Office of County Recorder, more particularly described as follows:

**COMMENCING** at the city monument at the centerline intersection of Wilfred Avenue (40.00 feet Wide) and Redwood Drive (Width Varies) as shown that certain Record of Survey, filed in Book 747 of Maps at Pages 50-53 in said Office of County Recorder;

Thence, westerly along said centerline of said Wilfred Avenue North 89°35'41" West 4635.41 feet;

Thence, southerly and leaving said centerline South 00°24'19" West 20.00 feet to the **TRUE POINT OF BEGINNING**; said point being on the southerly right of way line of Wilfred Avenue as shown on said Map (21 M 14), said point also being the northeast corner of said Lot 52 (21 M 14);

Thence, southerly along the easterly boundary line of said Lot 52 (21 M 14) South 00°31'13" West 25.00 feet;

Thence, westerly and parallel with said southerly right of way line North 89°35'41" West 442.30 feet to a point on the easterly boundary line of the parcel of land described in the Grant Deed from Develop-Amatic Engineering to Sonoma County Flood Control and Water Conservation District, recorded on June 2, 1965 in Book 2132 of Official Records at Page 696, in said Office of County Recorder, said point also being on a curve, concave westerly and having a radius of 125.00 feet and from which the center of said curve bears North 80°32'02" West;

Thence, northerly along said easterly boundary line (2132 O.R. 696) and along said curve 18.47 feet and through a central angle of 08°27'58";

Thence, continuing northerly along said easterly boundary line (2132 O.R. 696) North 01°00'00" East 5.00 feet to the northerly boundary line of said parcel (2132 O.R. 696);

Thence, westerly along said northerly boundary line North 89°00'00" West 61.66 feet to the easterly line of the Sonoma County Water Agency Flood Control Channel as described in the deed recorded on November 8, 1963, in Book 2001 of Official Records at page 191, Sonoma County Official Records;

Thence, northerly along said easterly boundary line (2001 O.R. 191) North 23°49'03" East 1.06 feet to said southerly right of way line;;

Thence, easterly along said southerly right of way line South 89°35'41" East 501.98 feet to the easterly boundary line of said Lot 52 being the **TRUE POINT OF BEGINNING**.

**CONTAINING** 11,109 Square Feet, more or less (0.25503 acres, more or less).

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October 26, 2012  
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Page 1 of 2

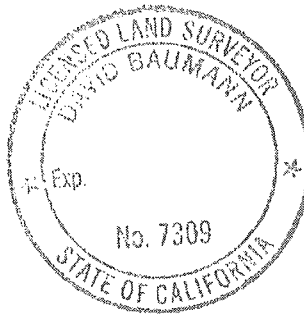
EXHIBIT "B"  
LEGAL DESCRIPTION  
PARCEL 3

**BASIS OF BEARINGS** The bearings and distances contained herein are based upon the Record of Survey filed December 16, 2011 in Book 747 of Maps at Pages 50-53, in said County Recorder's Office.

**SUBJECT TO** all Covenants, Rights, Rights-of-Way and Easements of Record.

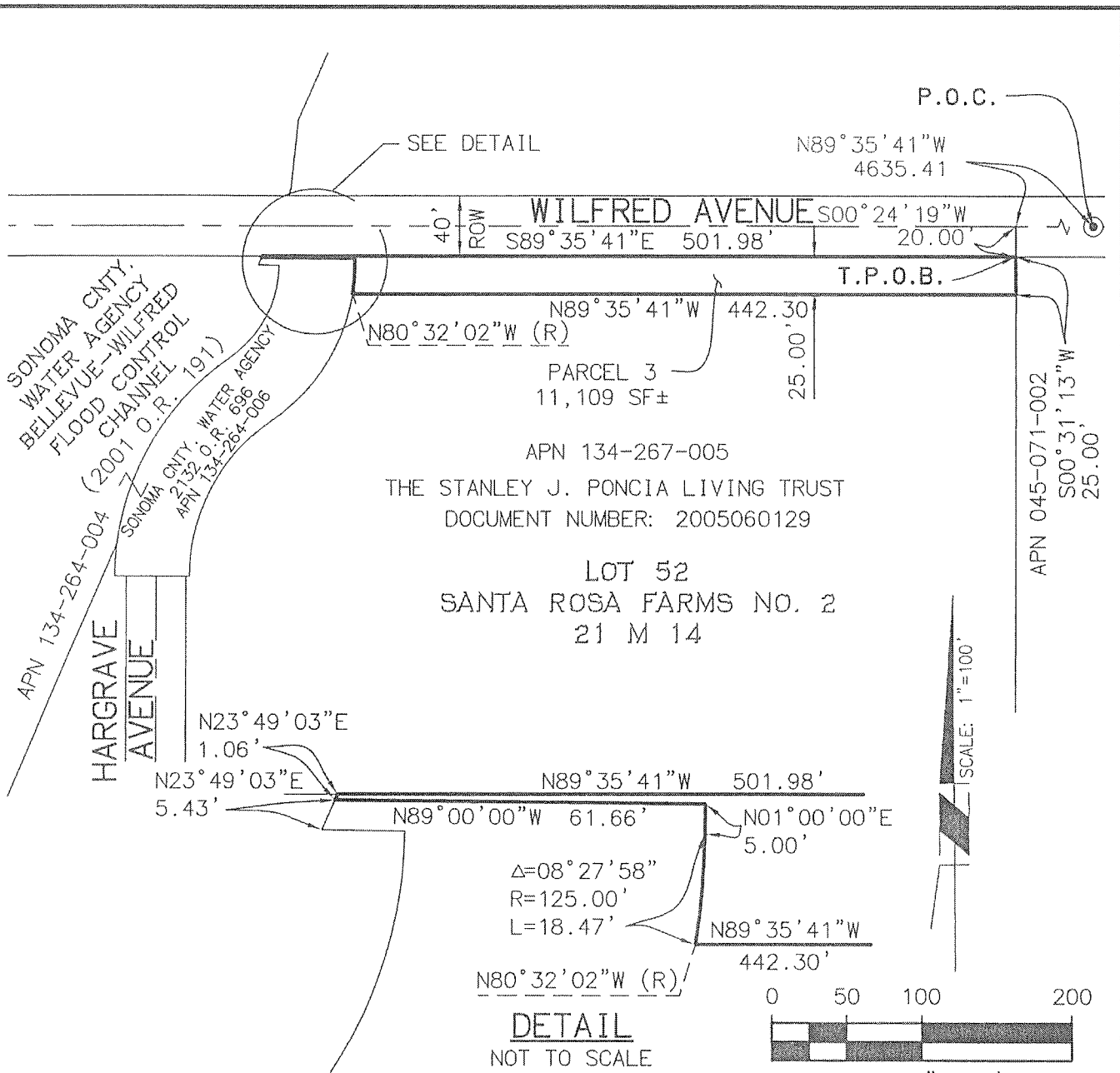
EXHIBIT "B-1" attached and by this reference made a part hereof.

  
David Baumann, P.L.S. 7309  
License Expires March 31, 2013



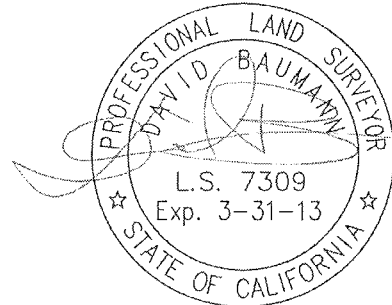
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October 26, 2012  
JN: 50-100964  
Page 2 of 2



## EXHIBIT "B-1"

PLAT TO ACCOMPANY A  
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WILFRED AVENUE WIDENING  
RIGHT OF WAY  
CITY OF ROHNERT PARK  
COUNTY OF SONOMA  
STATE OF CALIFORNIA



**RBF**  
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A Survey Company

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SHEET 1 OF 1

OCTOBER 31, 2012

JOB NO. 50-100964

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