

## RESOLUTION NO. 2013-016

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK ACCEPTING A QUIT CLAIM DEED TERMINATING AN EXISTING ACCESS EASEMENT, AND APPROVING AND AUTHORIZING A GRANT OF ACCESS EASEMENT TO RURAL CALIFORNIA BROADCASTING CORPORATION (KRCB), 5850 LABATH AVE.**

**WHEREAS**, the City conveyed a temporary access easement to KRCB via deed recorded on April 7, 2006 in document number 2006041455, Sonoma County Records; and

**WHEREAS**, the City has requested relinquishment of the temporary easement by KRCB; and

**WHEREAS**, KRCB has agreed to relinquish the temporary access easement pursuant to a Quit Claim Deed in the form attached hereto (the **"Quit Claim Deed"**), and has requested that the City provide a replacement access easement pursuant to a Grant of Access Easement in the form attached hereto (the **"Grant of Access Easement"**); and

**WHEREAS**, pursuant to Government Code Section 65402, on January 24, 2013 the City Planning Commission found the Quitclaim Deed and Grant of Access Easement to be consistent with the City's General Plan for the actions described in this Resolution; and

**WHEREAS**, the acceptance of the Quit Claim Deed and the provision of the Grant of Access Easement do not have the potential to cause significant effects on the environment since the proposed activities do not change land uses but only transfer access easement rights from and to the affected properties, and therefore, the activities are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines which exempts activities that do not have the potential to cause significant effects on the environment.

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

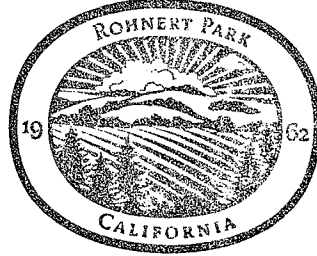
Section 1. Acceptance of Quit Claim Deed. The City Council of the City of Rohnert Park hereby approves the Quit Claim Deed, and authorizes and directs the City Manager of the City of Rohnert Park (**"City Manager"**) to execute a Certificate of Acceptance accepting the Quit Claim Deed substantially in similar form attached hereto for and on behalf of the City of Rohnert Park.

Section 2. Grant of Access Easement. The City Manager is hereby authorized and directed to execute and deliver the Grant of Access Easement in substantially similar form as attached hereto.

Section 3. Consistency with General Plan. Pursuant to Government Code Section 65402, the City Council hereby affirms and accepts the City Planning Commission's recommended finding that the actions described in this Resolution are consistent with the City's General Plan.

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 both the Quit Claim Deed and the Grant of Access Easement in the office of the Sonoma County Recorder, State of California.

**DULY AND REGULARLY ADOPTED** this 12th day of February, 2013.



**CITY OF ROHNERT PARK**

Pam Stafford  
Pam Stafford Mayor

**ATTEST:**

JoAnne M. Buergler  
JoAnne Buergler City Clerk

Attachment: Quit Claim Deed and Grant of Easement

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  
130 Avram Avenue  
Rohnert Park, CA 94928  
Attn: Rick Pedroncelli

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's Use.

## QUIT CLAIM DEED – TERMINATION OF ACCESS EASEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Rural California Broadcasting Corporation, a California nonprofit public benefit corporation ("**Corporation**") does hereby remise, release and quitclaim to the City of Rohnert Park, a municipal corporation ("**City**"), all right, title and interest held by Corporation in the real property (the "**Property**") situated in Sonoma County, California, described on Exhibit A, attached hereto and incorporated herein by this reference.

The foregoing is undertaken for the purpose of terminating the grant of easement for temporary access granted by City to Corporation pursuant to that certain Grant Deed recorded as instrument 2006041455 on April 7, 2006 in the Official Records of Sonoma County.

Dated as of: \_\_\_\_\_, 2013

**RURAL CALIFORNIA BROADCASTING  
CORPORATION, a California nonprofit public  
benefit corporation**

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

Name: \_\_\_\_\_

Authorized Signatory

State of California        )  
                                      )  
County of Sonoma         )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, (here insert  
name and title of the officer), personally appeared \_\_\_\_\_  
\_\_\_\_\_, who provided 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)

Exhibit A

**PROPERTY**

AN EASEMENT for temporary access purposes over that portion shown as "20' Temporary Access Easement in favor of Lot 2", as shown upon Parcel Map # 175, filed in the office of the County Recorder on July 14, 2005, in Book 679 of Maps, Pages 13, 14 and 15, Sonoma County Records.

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quit Claim Deed – Termination of Access Easement ("Quit Claim Deed") dated \_\_\_\_\_, 2013, from Rural California Broadcasting Corporation, a California nonprofit public benefit corporation ("Grantor") to the City of Rohnert Park, a municipal corporation ("City") is hereby accepted by the undersigned on behalf of the City pursuant to authority conferred by Resolution No. 2013-\_\_, adopted by the City on \_\_\_\_\_, 2013, and that the City consents to recordation of the Quit Claim Deed by its duly authorized officer.

Dated \_\_\_\_\_, 2013

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Recording Requested by  
and when Recorded, return to:**

City of Rohnert Park  
130 Avram Avenue  
Rohnert Park, CA 94928  
Attn: Rick Pedroncelli

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**GRANT OF ACCESS EASEMENT**

THIS GRANT OF ACCESS EASEMENT (this "**Agreement**") is entered into effective as of \_\_\_\_\_, 2013 by and between the City of Rohnert Park, a municipal corporation ("**Grantor**") and Rural California Broadcasting Corporation, a California nonprofit public benefit corporation ("**Grantee**"). Grantor and Grantee are hereinafter referred to collectively as the "**Parties**."

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor is the fee owner of that certain real property located in Sonoma County, California and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Property**"). Grantor hereby grants to Grantee a permanent nonexclusive easement across the area described and depicted in Exhibit B attached hereto (the "**Easement Area**") for the purpose of providing vehicular ingress, egress and access to and from Grantee's property located adjacent to the Property, solely for the purpose of maintaining, repairing, replacing, reconstructing and reinstalling communications devices and other utility structures and systems and devices located now, or in the future on Grantee's property and for no other purpose.
2. Installation of Gravel Roadway Surface. Grantee shall be permitted to install a gravel roadway surface in the Easement Area. If Grantee elects to do so, then within thirty (30) days following delivery to Grantor of an invoice accompanied by payment receipts and such other documentation as Grantor may reasonably require, Grantor shall reimburse Grantee for such work in an amount up to One Thousand Dollars (\$1,000) for materials and up to an additional One Thousand Dollars (\$1,000) for labor costs. Grantor's reimbursement obligations pursuant to this Section 2 shall apply only to Grantee's initial installation of gravel in the Easement Area.
3. Maintenance. Grantee shall, at Grantee's sole expense without reimbursement, keep the Easement Area free of litter, debris and refuse, and with the exception of the reimbursement provisions described in Section 2 above, Grantee shall be solely responsible for the cost to maintain the Easement Area, including the roadway surface.

4. Indemnity. Grantee shall indemnify, defend and hold harmless Grantor (and its successors and assigns) from and against any and all claims, demands, liabilities, judgments, losses, costs and expenses (including reasonable attorneys' fees and expenses) arising from or related to Grantee's maintenance or use of the Easement Area including, but not limited to, any damage to property or injury to or death of any person, except to the extent the same are caused by the negligence or willful misconduct of Grantor, or any of Grantor's employees, agents, contractors and representatives.

5. Miscellaneous.

5.1 Notices. All notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section.

**Grantor:**

City of Rohnert Park  
130 Avram Avenue  
Rohnert Park, CA 94928-2411  
Attention: City Manager

**Grantee:**

Rural California Broadcasting Corporation  
5850 Labath Ave.  
Rohnert Park, CA 94928  
Attention: President

5.2 Entire Agreement. This Agreement constitutes the entire understanding of Grantor and Grantee with respect to the subject matter hereof and supersedes all prior oral or written communications with respect thereto.

5.3 Amendment. This Agreement may be terminated or modified only by the written consent of the Grantor and Grantee or their successors or assigns, evidenced by a document that has been fully executed, acknowledged and recorded in the Official Records of Sonoma County, California.

5.4 Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held by a court of competent jurisdiction, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable,



shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

5.5 Authority. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind.

5.6 Recordation. Following execution by all parties, this Agreement shall be recorded in the Official Records of Sonoma County.

5.7 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Sonoma County, California or in the Federal District Court for the Northern District of California.

5.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which taken together shall constitute one and the same instrument.

*SIGNATURES ON FOLLOWING PAGE(S).*

IN WITNESS WHEREOF, the Parties have executed this Access Easement Agreement as of the date first written above.

**CITY OF ROHNERT PARK,**  
a municipal corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**Rural California Broadcasting Corporation,**  
a California nonprofit public benefit corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of California            )  
  )  
County of Sonoma            )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, (here insert name and title of the officer), personally appeared \_\_\_\_\_, who provided 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)

State of California            )  
  )  
County of Sonoma            )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, (here insert name and title of the officer), personally appeared \_\_\_\_\_, who provided 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)

Exhibit A

**PROPERTY**

The "REMAINING LANDS" as shown on Parcel Map No. 180 filed for record in Book 736 of Maps, Pages 30, 31 and 32, in the office of the County Recorder of the County of Sonoma, State of California, containing 0.17 acres.

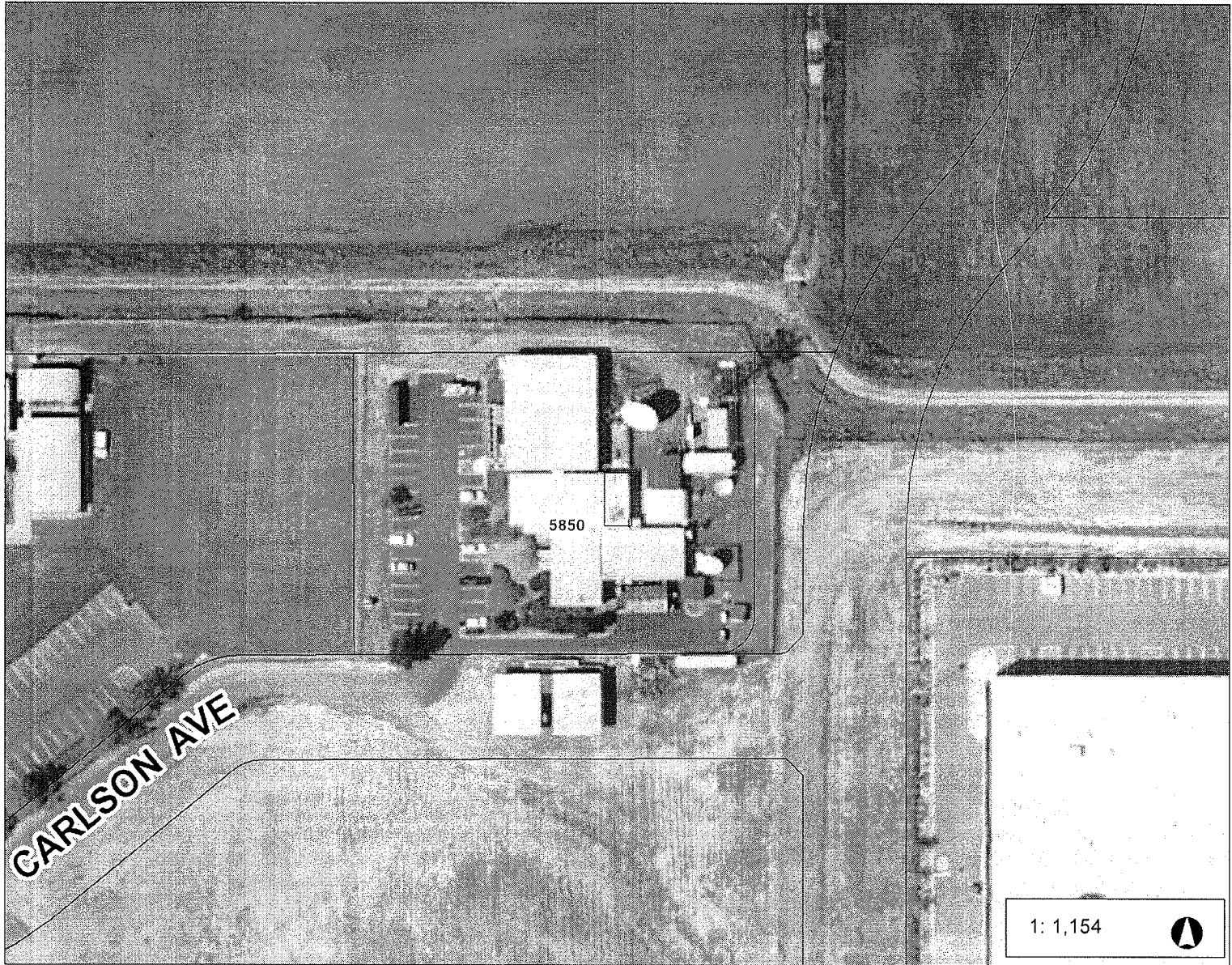
Exhibit B

**ACCESS EASEMENT AREA**

Being a portion of the "REMAINING LANDS" as shown on Parcel Map No. 180 filed for record in Book 736 of Maps, Pages 30, 31 and 32, in the office of the County Recorder of the County of Sonoma, State of California, more particularly described as follows;

A strip of land being 20 – feet wide lying adjacent to and east of the westerly lines of the said "REMAINING LANDS", end of description.

Easement area also depicted on attached graphic Exhibit B-1.



- Legend**
- ☐ Counties
  - ☐ City Boundary
  - ☐ Urban Growth Boundary
  - ☐ Rail Road
  - ☐ Lake
  - ☐ Creek
  - ☐ Park
  - ☐ Landmarks
  - ☐ Parcels

1: 1,154

0.0 0 0.02 0.04 Miles

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

**Notes**