

RESOLUTION NO. 2015-079

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
ACCEPTING A DRAINAGE OUTFALL AND PUBLIC/PEDESTRIAN/TRAIL
EASEMENT AGREEMENT BETWEEN THE CITY OF ROHNERT PARK, REDWOOD
PARK ESTATES HOMEOWNER'S ASSOCIATION AND UNIVERSITY DISTRICT
LLC AND AUTHORIZING THE CITY MANAGER TO SIGN**

WHEREAS, The Conditions of Approval for the University District Development require the Developer to secure an easement over property owned by the Redwood Park Estates Homeowners Association, directly west of the University District development and along the south bank of Hinebaugh Creek in order to provide for connectivity between the City's Hinebaugh Creek trail and trails constructed by the University District Developer and to allow for the installation of an outfall pipe from the Vast Oaks Detention Basin into Hinebaugh Creek; and

WHEREAS, the Easement Agreement provides for the construction and maintenance of the trail, outfall and associated landscaping and fences in a manner that minimizes the future costs for the City; and

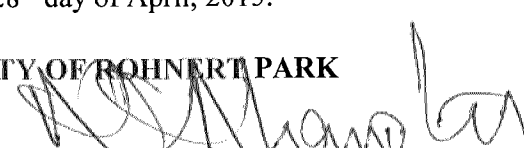
WHEREAS, the Easement Agreement was approved by the Redwood Park Estates Homeowner's Association approved the Easement Agreement at its meeting of March 31, 2015.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby accept the drainage outfall and public/pedestrian/trail easement as described in the agreement included as Exhibit A.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute documents pertaining to same for and on behalf of the City of Rohnert Park in substantially similar form to Exhibit A.

DULY AND REGULARLY ADOPTED this 28th day of April, 2015.

CITY OF ROHNERT PARK


Amy O. Ahanotu, Mayor

ATTEST:


JoAnne M. Buerger, City Clerk

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

This Document is Recorded
For the Benefit of the City
of Rohnert Park and is
Exempt from Fee Per
Government Code
Sections 61032 and 27383

Exhibit A to Resolution

When Recorded, Mail to:

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

SPACE ABOVE THIS LINE FOR RECORDERS USE

DRAINAGE OUTFALL AND PUBLIC PEDESTRIAN/BICYCLE TRAIL EASEMENT AGREEMENT

This DRAINAGE OUTFALL AND PUBLIC PEDESTRIAN/BICYCLE TRAIL EASEMENT AGREEMENT (this "**Agreement**") is made and entered into effective this ____ day of _____, 2015, by and between the City of Rohnert Park, a municipal corporation (the "**Grantee**"), the Redwood Park Estates Homeowner's Association, a California mutual benefit corporation (the "**Grantor**") and University District LLC, a Delaware limited liability company ("**Developer**").

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 in the legal description attached hereto as Exhibit "A" (the "**RPE Property**").

B. Grantee has approved a residential project ("**University District**") on that certain real property immediately adjacent to the easterly boundary of the RPE property and has required Developer to assist it in obtaining an easement over certain portions of the RPE property as more particularly described in the legal description attached hereto as Exhibit "B" and illustrated in Exhibit "C" (the "**Easement Area**"), for the purposes of improving the Easement Area with a drainage line and outfall from the Vast Oak Detention Basin for drainage into Hinebaugh Creek, creating a public pedestrian/ bicycle trail over and across a portion of the RPE Property, installing fencing and landscaping across a portion of the RPE Property, and continuing to use the Easement Area for drainage, maintenance and pedestrian/ bicycle purposes.

C. Grantor is prepared to grant to Grantee a non-exclusive easement over the Easement Area for the purpose of constructing a drainage line and outfall from the Vast Oak Detention Basin for drainage into Hinebaugh Creek, a public pedestrian/bicycle trail over and across a portion of the RPE Property, fences and landscaping across a portion of the RPE

RPE Easement Agreement 03_31_15

property as illustrated in "Exhibit D", and continuing to use the Easement Area for drainage, trail and maintenance purposes.

D. Grantor and Grantee and Developer acknowledge that Grantee will assign responsibilities for constructing and maintaining improvements in the Easement Area to Developer as more particularly described in Section 3 – Assignments. Particularly, Developer will fund and complete the construction of all improvements to the Easement Area.

E. Grantor and Grantee acknowledge that Developer intends to form a home owner's association to manage Developer's neighboring property (the "**UD Association**"), at which point Developer will have the right to assign its rights and obligations for maintenance to the Association, as more particularly described in Section 4 – Assignment.

Grantor is willing to grant such easements and Grantee is willing to accept such easements on the terms and conditions as provided herein.

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

1. Grant of Easement.

1.1 Grantor hereby grants to Grantee, its successors, and assigns a non-exclusive easement over, under, upon, and across the Easement Area for the purpose of locating, constructing, repairing, maintaining, and operating, a drainage line and outfall from the Vast Oak Detention Basin for drainage into Hinebaugh Creek, a public pedestrian/ bicycle trail, fencing and landscaping, together with all necessary access rights over the RPE Property for purposes of access to the Easement Area, on the terms and conditions set forth herein (the "**Grantee's Easement**"). Grantee's Easement includes a right to assign to developer the right to perform the work as described in Section 4.1 and to enter upon the Easement Area for that purpose, and the right of Developer, subsequent to completion of the work described in Section 4.1 to assign to the UD Association the maintenance responsibilities as described in Section 4.2 and the right to enter upon the Easement Area for that purpose, all in accordance with the rights and limitations set forth in Section 4 – Assignment.

2. Restrictions on Use of the Easement Area. The Easement Area shall not be used for any purpose other than for drainage, trail, fencing, and landscaping purposes, including all activities necessary to construct, operate, maintain and repair facilities that support these uses as shown on Exhibit "C".

3. Improvements in the Easement Area. The specific improvements located in the Easement Area are:

- a. The drainage and outfall line from the Vast Oak Detention Basin;
- b. The public bicycle and pedestrian trail including drainage features that support the bicycle and pedestrian trail;
- c. landscaping including irrigation systems;
- d. The Easement Fence, which shall extend along the southern side of the Easement Area adjacent to the south side of the pedestrian/ bicycle trail across the Easement Area;
- e. Easement landscaping.

Improvements that are ancillary to the Easement Area but subject to design, construction and maintenance responsibilities outlined in this Easement Agreement are:

- a. the Vast Oak Detention Basin Fence, which shall extend along all sides of the detention basin which abut the RPE Property ;
- b. the Northern RPE Fence, which shall extend along the northern border of the RPE Property from the westerly edge of the Easement Area to the northwest corner of the RPE Property.

4. Assignment.

4.1 Assignment from the Grantee to the Developer. Grantee assigns the following responsibilities to the Developer:

- a. Construction and maintenance of the drainage line and outfall from the Vast Oak Detention Basin
- b. Construction and maintenance of the bicycle/pedestrian trail including drainage features that support the bicycle and pedestrian trail;
- c. Construction and maintenance of all landscaping;
- d. Construction of all fences and maintenance of the Vast Oak Detention Basin Fence along the RPE Property and the Easement Fence.

4.2 Assignment from the Developer to the UD Association. At any time after the improvements assigned to the Developer for construction are completed, the Developer shall have the right to assign the access rights and maintenance responsibilities assigned to it under this Agreement to the UD Association. The UD Association's assumption of Developer's obligations hereunder shall completely release Developer from the terms of this Agreement and any obligation or liabilities arising after the date of the assignment. Upon the latter to occur of the conveyance by Developer to the UD Association of the Vast Oak Detention Basin and completion of construction of the improvements assigned to the Developer for construction, the rights and obligations of Developer shall be automatically assigned to and assumed by UD Association. Such assignment, whether automatic pursuant to the preceding sentence, or express, shall constitute an assumption by the UD Association of the obligations of Developer pursuant to

the Agreement. The assignment and assumption provisions contained in this Section 4.2 shall include, but not be limited to, the obligation to indemnify Grantor and Grantee to the same extent required by Developer under Section 10 of this Agreement and the obligation to carry insurance that satisfies the terms and conditions of Section 11 of this Agreement.

The Developer shall notify Grantor and Grantee at least 60 days in advance of any assignments. This notice shall include contact information for the assignee. Notice shall be provided as set forth in Section 18.

The assignment and assumption provisions contained herein shall not include (1) the obligation to initially construct and install the Improvements, Landscaping and Fencing within the Easement as set forth in Sections 5.1, 5.2 and 5.4, (2) the obligation to provide reasonable rodent control set forth in Section 5.3, or (3) the obligation to construct ancillary fencing set forth in Section 6.

4.3 Responsibility Retained by Grantor. Upon completion of the Northern RPE Fence, the Grantor shall own and have responsibility for its ongoing maintenance.

4.4 Summary of Assigned Responsibilities. The table below summarizes the ownership, construction and maintenance rights and responsibilities of the Grantor, Grantee and Developer.

	Drainage/ Outfall Line	Pedestrian/Bicycle Trail (including culvert)	Landscaping/ Vegetation/ Irrigation	Easement Fence	Vast Oak Detention Basin & Fence Along RPE Property line	Northern RPE Fence
Ownership	Grantee	Grantee	Developer (may be assigned)	Developer (may be assigned)	Developer (may be assigned)	Grantor
Construction	Developer	Developer	Developer	Developer	Developer	Developer
Maintenance	Grantee	Developer (may be assigned)	Developer (may be assigned)	Developer (may be assigned)	Developer (may be assigned)	Grantor

5. Development of the Easement Area.

5.1 Drainage and Outfall Line and Public Pedestrian/ Bicycle Trail.
Developer shall be responsible for funding and completing all the initial design, engineering and construction on the Easement Area for the drainage line and outfall area, extension of the existing public pedestrian/ bicycle trail, fencing, and landscaping thereof (the "Improvements"). The Improvements shall be installed in a good and workman-like manner and in compliance with all applicable law, as more particularly provided in Improvement

Plans approved by the City.

5.2 Landscaping. Developer shall be responsible for funding and completing all the initial design, engineering and construction of landscaping improvements in the Easement Area in accordance with the Improvement Plans approved by the City.

5.3 Easement Fence. Developer shall be responsible for funding and completing all the initial design, engineering and construction of the Easement Fence in accordance with the Improvement Plans approved by the City. Grantor, Grantee and Developer agree that the Easement Fence shall be constructed out of black tubular steel, be six feet high from the finish surface of the trail, and be located adjacent to the south side of the pedestrian/ bicycle trail across the Easement Area.

5.4 Rodent Control. Developer shall provide reasonable rodent control, as defined by City requirements, for a period of twelve months after the completion of the Improvements within the Easement Area or until after the completion of the University District homes located west of Kerry Road, whichever is the later period of time.

6. Ancillary Facilities

6.1 Vast Oak Detention Basin Fence. Developer shall be responsible for funding and completing all the initial design, engineering and construction of the Easement Fence in accordance with the Improvement Plans approved by the City. Grantor, Grantee and Developer agree that the Vast Oak Detention Basin Fence shall be constructed pursuant to the City of Rohnert Park's standards for detention basin fencing, which may include black vinyl chain link fencing without a top rail or black tubular steel fencing.

6.2 Vast Oak Detention Basin. Developer shall be responsible for funding and completing all the initial design, engineering and construction of the Easement Fence in accordance with the Improvement Plans approved by the City.

6.3 Northern RPE Fence. Developer shall be responsible for funding and completing all the initial design, engineering and construction of the Easement Fence in accordance with plans approved by the Grantor. Grantor, Grantee and Developer agree that the Northern RPE Fence shall be constructed at the option of the Grantor with six foot high black tubular steel, or six foot high black vinyl chain link fence without a top rail, as well as three lockable gates as located by the Grantor. Fence height shall be determined from the finish surface of the trail.

7. Construction Schedule. Developer intends to commence construction of the public pedestrian/ bicycle trail, drainage line and outfall area, Easement and Vast Oak Detention Basin fencing, and landscaping in the Easement Area, upon execution of the Agreement and receipt of City approval of grading, landscape and improvement plans for this area. The schedule for installing the Northern RPE Fence will be determined by the Grantor.

8. Maintenance of the Improvements. The Grantor, Grantee and Developer,
RPE Easement Agreement 03__31__15

together with assignees as appropriate, shall have the maintenance obligations outlined in Section 4.4 except that any damage within the Easement Area that is caused by Grantor, or by any of Grantor's lessees, licensees, permittees, agents, employees, contractors, and/or successors and assigns shall be promptly repaired by Grantor, at its sole cost and expense.

8.1 If Developer or its assignees fails to maintain the Improvements in accordance with this Agreement ("Deficiency" or "Deficiencies"), Grantee, in its reasonable discretion, may determine to maintain, repair, care for, and replace the Improvements, or to contract for the correction of such Deficiencies, after written notice to Developer. Prior to taking such corrective action, Grantee agrees to notify Developer in writing if the condition of the Improvements does not conform to the standards and requirements set forth herein and to specify the Deficiencies and the actions required to be taken by Developer to cure the Deficiencies. Upon notice of any Deficiencies, Developer shall have thirty (30) days within which to correct, remedy, or cure the Deficiency. If the written notification is urgent and the Deficiency relates to the public health and safety, then Developer shall have twenty-four (24) hours to rectify the Deficiency.

8.2 If Developer fails to correct, remedy, or cure or has not commenced correcting, remedying, or curing such Deficiency after notification and after expiration of any applicable cure period, then Grantee shall have the right, but not the obligation, to maintain, repair, care for, and, if necessary, replace the Improvements at Developer's reasonable expense.

9. Funding Grantor's Property Management and Legal Fees. Developer shall fund Grantor's reasonable property management fees and reasonable legal fees accrued in connection with entering into this Agreement.

10. Indemnification. Developer, its successors, and assigns, including but not limited to the UD Association shall indemnify, protect, defend, and hold harmless Grantor, Grantee, and each of their respective parent corporations, subsidiaries, affiliates, officers, managers, directors, representatives, agents, employees, 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 of Developer or its employees, agents, representatives, contractors, subcontractors, or consultants (collectively, "Developer's Agents") during the construction or maintenance of the Easements, installation of the Fences or the entry on, occupancy, or use of the RPE Property by Developer or Developer's Agents, or the performance of, or failure to perform, Developer'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, Grantee, or Developer; (b) injury to property or other interest of Grantor, Grantee, Developer, 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 Indemnatee, to the extent of any Claim arising from the gross negligence or willful misconduct of such Indemnatee. Without limiting the generality of the foregoing, Developer shall indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any labor performed on the RPE Property by, or at the request or for the benefit of, Developer, excepting only with respect to any Indemnatee, to the extent of any Claim arising from the gross negligence or willful misconduct of such Indemnatee. In the event any action or proceeding is brought against any Indemnatee for any Claim against which Developer is obligated to indemnify or provide a defense hereunder, Developer upon written notice from Grantor or Grantee shall defend such action or proceeding at Developer's sole expense through counsel selected by Developer, and approved by Indemnatee. Developer's obligations set forth in this Section 11 shall terminate upon an assignment of its rights and obligations to the UD Association as set forth in Section 4.2. Immediately upon such assignment and assumption, UD Association shall be obligated to assume the indemnification obligation set forth in this Section 10 and this Section 10 shall be interpreted as if references to "Developer" were references to "UD Association. The preceding sentence shall not be interpreted to eliminate any obligation or liability arising out of any action or omission of the UD Association which constitutes a breach of this Agreement.

11. Insurance. Developer, and immediately upon assignment assumption as set forth in Section 4.2 the UD Association, shall carry insurance in the amounts and subject to the terms and conditions established by City requirements, naming Grantor and Grantee as additional insured thereunder for all claims relating solely to the period of construction on the Easement Area and installation of the Fences by Developer.

12. 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.

13. 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.

14. Exclusivity. The Easement granted hereunder are 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 Easements' rights granted hereunder.

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

16. 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.

17. 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.

18. 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:	Redwood Park Estates Homeowners Association 6600 Hunter Drive Rohnert Park, CA 94928 Attn: Chet Fitzell Phone: 707-584-5123 Email: chetfitzell@ebmc.com
With a copy to:	William A. Gillis 6366 Commerce Boulevard # 300 Rohnert Park, California, 94928 Attn: William A. Gillis Phone 707-540-9929 Email: wgillis@wgillislaw.com
If to Grantee:	City of Rohnert Park 130 Avram Ave. Rohnert Park, CA 94928 Attn: City Manager Phone: 707-588-2243 Email: mpawson@rpcity.org .
With a copy to:	Michelle Marchetta Kenyon Rohnert Park City Attorney Burke, Williams & Sorensen Attn: 1901 Harrison Street, Suite 900 Oakland, CA 94612

	Phone: 510-273-8780 Email: mkenyon@bwslaw.com
	University District LLC c/o Brookfield Bay Area Holdings LLC 500 La Gonda Way, #100 Danville, CA 94526 Attn: Kevin Pohlson Phone: 925-743-8000 Email: kevin.pohlson@brookfieldhomes.com
	DLA Piper LLP (US) 2000 University Avenue East Palo Alto, CA 94303 Attn: Patrick McGaraghan Phone: 650-833-2030 Email: pat.mcgaraghan@dlapiper.com

19. 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.

20. 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, Grantee and Developer have executed this Agreement as of the day and year first written.

GRANTOR:

Redwood Park Estates Homeowners Association,
a California mutual benefit corporation

By: Mary L. McDougall
Name: Mary L. McDougall
Title: Board President

GRANTEE:

City of Rohnert Park,
a municipal corporation

By: _____
Name: _____
Title: _____

DEVELOPER:

University District LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

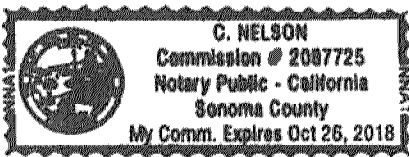
STATE OF CALIFORNIA

COUNTY OF Sanoma }ss.

On April 3, 2015, before me, Candace Nelson, Notary Public, personally appeared Mary Louise McDougall, 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

[Handwritten Signature]

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____ }ss.

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____ }ss.

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____ }ss.

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

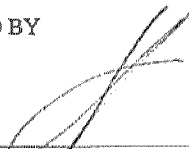
EXHIBIT A

LEGAL DESCRIPTION OF
REDWOOD PARK ESTATES PROPERTY

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA BEING LOT 246 A, AS SHOWN ON THE MAP ENTITLED "REDWOOD PARK ESTATES, A P.U.D." RECORDED IN BOOK 297 OF MAPS, AT PAGES 34 THROUGH 39, SONOMA COUNTY RECORDS.

APN 159-470-001

PREPARED BY


IAN MACDONALD
LICENSED LAND SURVEYOR NO. 8817
(EXP 12/31/15)
STATE OF CALIFORNIA



3/30/15
DATE

Mackay & Somps
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94568-3355
(925) 225-0690

EXHIBIT B

**LEGAL DESCRIPTION OF THE EASEMENT AREA
REDWOOD PARK ESTATES PROPERTY**

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA BEING A PORTION OF LOT 246 A, AS SHOWN ON THE MAP ENTITLED "REDWOOD PARK ESTATES, A P.U.D." RECORDED IN BOOK 297 OF MAPS, AT PAGES 34 THROUGH 39, SONOMA COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 246 A, THENCE ALONG THE NORTHERLY LINE OF SAID LOT 246 A, COMMON TO THE SOUTHERLY LINE OF THE LANDS OF THE CITY OF ROHNERT PARK, AS DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 3587, PAGE 714, SONOMA COUNTY RECORDS THE FOLLOWING TWO (2) COURSES:

1. SOUTH 56°32'06" WEST, 70.29 FEET;
2. THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 194.00 FEET, THROUGH A CENTRAL ANGLE OF 06°38'22", AND AN ARC LENGTH OF 22.48 FEET;

THENCE LEAVING SAID COMMON LINE AND ENTERING SAID LOT 246 A, SOUTH 60°14'32" EAST, 90.00 FEET, TO A POINT ON THE EASTERLY LINE OF SAID LOT 246 A, SAID EASTERLY LINE BEING COMMON TO THE WESTERLY LINE OF THE LANDS OF NORTH BAY TITLE COMPANY, AS DESCRIBED IN DOCUMENT NUMBER 2000-083152, SONOMA COUNTY RECORDS;

THENCE ALONG SAID COMMON LINE NORTH 00°02'20" WEST, 94.71 FEET, TO THE POINT OF BEGINNING.

CONTAINING 3,648 SQUARE FEET MORE OR LESS.

PORTION OF APN 159-470-001

PREPARED BY

IAN MACDONALD
LICENSED LAND SURVEYOR NO. 8817
(EXP 12/31/15)
STATE OF CALIFORNIA



3/30/15

DATE

MACKAY & SOMPS

CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

EXHIBIT "C"

SONOMA COUNTY WATER AGENCY
BK 3522 OR PG 588

COTATI-ROHNERT PARK
UNIFIED SCHOOL DISTRICT
DOC. 1991-092090

CITY OF ROHNERT PARK
BK 3587 OR PG 714

P.O.B.

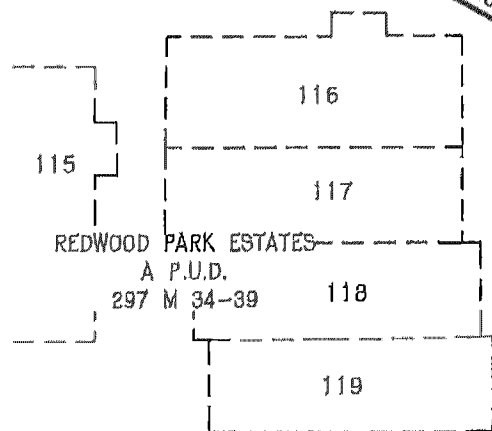


NORTH BAY TITLE CO
DOC. 2000-083152

EASEMENT
3648± SF

$R=184.00'$
 $\Delta=6^{\circ}38'22''$
 $L=22.48'$
 $N56^{\circ}32'08''E 70.29'$
 $N26^{\circ}49'32''W(R)$
 $N60^{\circ}14'32''W 90.00'$
 $N0^{\circ}02'20''W 94.71'$

LOT 246 A



UNIVERSITY PARK
(VAST OAK)



SCALE: 1" = 30'

LEGEND

———— BOUNDARY OF DESCRIPTION
- - - - - EXISTING PARCEL
P.O.B. POINT OF BEGINNING

PLAT TO ACCOMPANY DESCRIPTION

REDWOOD PARK ESTATES PROPERTY
EASEMENT TO THE CITY OF
ROHNERT PARK

ROHNERT PARK

CALIFORNIA

Mackay & Somps

ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925) 225-0890

DRAWN	DATE	SCALE	JOB NO.
IBM	MAY, 2014	1" = 200'	19539.010



0' 10' 20'
SCALE: 1"=20'

NOTE:
1) EASEMENT AREA TO BE
RE-PLANTED WITH NATIVE GRASSES.

LEGEND:
—X—X— VAST OAK WATER
QUALITY & DETENTION
BASIN FENCE
(MAINTAINED BY
UNIVERSITY DISTRICT
ASSOCIATION)
—XX—XX— TUBULAR STEEL
(EASEMENT FENCE)
(MAINTAINED BY
UNIVERSITY DISTRICT
ASSOCIATION)
—XXX—XXX— TUBULAR STEEL
(NORTHERN RPE FENCE)
(MAINTAINED BY RPE)

INDICATES REDWOOD PARK
ESTATES PROPERTY TO BE
CONVEYED AS AN EASEMENT
TO THE CITY.
(4211± SF, 0.10± AC)

EXHIBIT D

REDWOOD PARK ESTATES EASEMENT IMPROVEMENTS

CITY OF ROHNERT PARK

CALIFORNIA

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
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PLEASANTON
OFFICE

1" = 20'
SCALE

04-01-2015
DATE

19539.010
JOB NO.

