

RESOLUTION NO. 2015-180

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK APPROVING AND AUTHORIZING THE EXECUTION OF A GRANT OF TEMPORARY STORM DRAIN EASEMENT AGREEMENT BETWEEN THE CITY OF ROHNERT PARK AND VAST OAK PROPERTIES L.P. AND A GRANT OF CRANE CREEK TRAIL EASEMENT AGREEMENT BETWEEN THE CITY OF ROHNERT PARK AND UNIVERSITY DISTRICT LLC AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE EASEMENTS AND TAKE ANY OTHER NECESSARY ACTIONS

WHEREAS, the Conditions of Approval for the University District development, approved by Resolution N0. 2014-035, require the Developer to provide drainage easements over the northerly portion of its project between Keiser Avenue and Hinebaugh Creek; and

WHEREAS, the Conditions of Approval for the University District development and the Amended and Restated Development Agreement by and among the City of Rohnert Park, University District, LLC and Vast Oak Properties, L.P., recorded in the Official Records of Sonoma County as Document No. 2014051817, also require the Developer and to provide an offsite public/pedestrian/trail easement to facilitate connection between the City's trail system and Crane Creek Regional Park; and

WHEREAS, in order to comply with the Conditions of Approval and terms of the Development Agreement, Developer has prepared a Grant of Temporary Storm Drain Easement Agreement, included as Exhibit A to this resolution ("Temporary Drainage Easement") and a Grant of Crane Creek Trail Easement Agreement, included as Exhibit B to this Resolution ("Crane Creek Trail Easement").

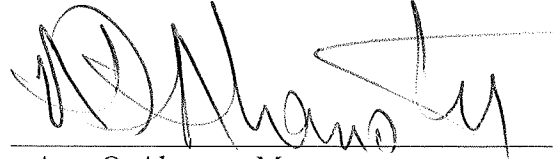
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby approve the Temporary Drainage Easement and the Crane Creek Trail Easement, attached as Exhibits A and B, respectively.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the Temporary Drainage Easement and the Crane Creek Trail Easement Agreements for and on behalf of the City of Rohnert Park, in substantially similar form to Exhibits A and B, respectively, with minor changes approved by the City Manager and City Attorney.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute certificates of acceptance accepting the easements and to take such further actions and execute such documents as may be necessary to effectuate the grants of easement.

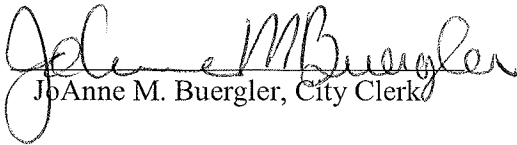
DULY AND REGULARLY ADOPTED this 24th day of November, 2015.

CITY OF ROHNERT PARK



Amy O. Ahanotu, Mayor

ATTEST:



JoAnne M. Buergler, City Clerk

Attachments: Exhibits A and B

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

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

When Recorded, Mail to:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF TEMPORARY STORM DRAIN EASEMENT AGREEMENT

This TEMPORARY STORM DRAIN EASEMENT AGREEMENT (this "**Agreement**") is made and entered into effective as of this _____ day of _____, 2015, by and between VAST OAK PROPERTIES L.P. (the "**Grantor**"), and the City of Rohnert Park, a municipal corporation (the "**Grantee**"), with reference to the following facts and intentions. Grantor and Grantee may each be referred to as a "Party" and collectively as the "Parties."

RECITALS

A. Grantor is the owner of that certain real property located in the County of Sonoma, State of California, as more particularly described as Assessor's Parcel Numbers 045-262-001 and 045-262-002 (the "**Property**"); and

B. The Grantor has received approval of a Tentative Map from the Grantee that requires the dedication of a temporary storm drainage easement across the property as a condition of Final Map approval in order to allow drainage facilities to be installed, if necessary, prior to Grantor's final development of the Property in accordance with the Tentative Map; and

C. Grantor is willing to grant to Grantee and Grantee is willing to accept a temporary, non-exclusive easement over those certain portions of the Property more particularly described in the legal description attached hereto as Exhibit "A" (the "**Easement Area**"), for the purpose of designing, constructing, operating and maintaining temporary storm drainage facilities on the terms and conditions as provided herein.

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

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive, temporary easement in, on, over, under, across, and through the Easement Area for the purpose of enabling Grantee to design, construct, install and maintain the Keiser Avenue

storm drainage facilities for use by the public on the Property (the “**Easement**”), together with all necessary and convenient means of ingress and egress to and from said Easement at all times, on the terms and conditions set forth herein.

For the purposes of this Agreement, the right to use the Easement Area shall include the installation, construction, repair, replacement, maintenance, operation, inspection, restoration, modernization and use of the Easement Area for any activity reasonably related to storm drainage including the installation of pipelines and or ditches and the right to install utilities and temporary construction use (collectively storm drain facilities).

For the purposes of this Agreement, this Easement shall automatically expire when the Grantor, or its successors or assignees, receives approval and completes construction of the permanent drainage facilities described on the Tentative Map in the Easement Area, as documented by the City’s acceptance of the facilities.

2. Restrictions on Use of Easement Area. The Easement Area shall not be used for any purpose other than for temporary storm drain facilities. The Parties agree that, until Grantor receives approval and begins construction of the improvements described by the Tentative Map on the Easement Area, no building, wall, fence, barrier or other permanent structure of any kind which impairs or impedes access to, or use of, any of the Easement Area shall be constructed or maintained on the Easement Area, nor shall any deep rooted tree, deep rooted shrubs or other plants or vegetation be installed, constructed, erected, placed, planted or maintained in the Easement Area, nor shall the Parties do anything which shall prevent, impair or discourage the use of the Easement for storm drainage purposes.

3. Maintenance of the Easement Area. Should the Grantee exercise its rights to construct temporary storm drainage facilities on the Easement Area, Grantor and its successors and assigns shall, at Grantee’s sole cost and expense and without reimbursement, be obligated to maintain, repair, reconstruct and care for the Easement Area until permanent facilities are installed.

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

Claim against which Grantor is obligated to indemnify or provide a defense hereunder, Grantor upon written notice from Grantee shall defend such action or proceeding at Grantor's sole expense by counsel reasonably acceptable to Grantee. This indemnity shall survive expiration or termination of this Agreement or Easement.

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

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

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

8. Term of Agreement. This Agreement and the Easement contained herein may be terminated upon mutual written consent of the Parties. Further, the Easement shall automatically expire as described in Section 1 above.

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

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

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

If to Grantor: Vast Oak Properties L.P.
c/o Quaker Hill Development Company
P.O. Box 2240
Healdsburg, CA 95448
Attn: Craig R. Harrington
Phone: (707) 431-1780

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

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

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

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

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

15. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by the parties to be charged.

[Signatures on the Following Page]

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

GRANTEE:

City of Rohnert Park,
a municipal corporation

GRANTOR:

By: _____
Name _____
Title: _____
Per Resolution No. 2015- ____ adopted by the Rohnert Park City
Council at its meeting of _____.

By: _____
Name _____
Title: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by this Grant of Temporary Storm Drain Easement Agreement, dated _____, 2015, from Vast Oaks Properties L.P., as grantor, to the City of Rohnert Park, as grantee, are hereby accepted by the City Manager of the City of Rohnert Park pursuant to authority conferred by Resolution no. _____ of the City Council adopted on _____, and the City of Rohnert Park, as grantee, consents to recordation of said easement agreement.

Dated: _____, 2015

By: _____
Darrin Jenkins, City Manager
[signature must be notarized]

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

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

Personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

(S E A L)

Signature of Notary Public

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
)ss

COUNTY OF _____)

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

Personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(S E A L)

EXHIBIT "A"

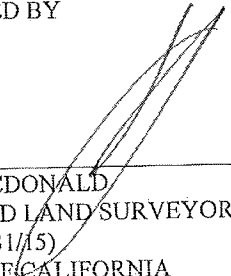
**LEGAL DESCRIPTION FOR
TEMPORARY STORM DRAIN EASEMENT
LANDS OF VAST OAK PROPERTIES**

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA BEING A PORTION OF RESULTANT PARCELS A AND B AS DESCRIBED IN DOCUMENT NUMBER 2015010549, SONOMA COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHERLY FORTY-SIX (46) FEET OF SAID RESULTANT PARCELS A AND B, TOGETHER WITH THE WESTERLY THIRTY (30) FEET OF SAID RESULTANT PARCEL A AND B.

PORTION OF APN'S 045-262-001 AND 045-262-002

PREPARED BY

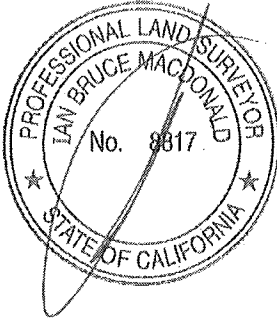

IAN MACDONALD
LICENSED LAND SURVEYOR NO. 8817
(EXP 12/31/15)
STATE OF CALIFORNIA



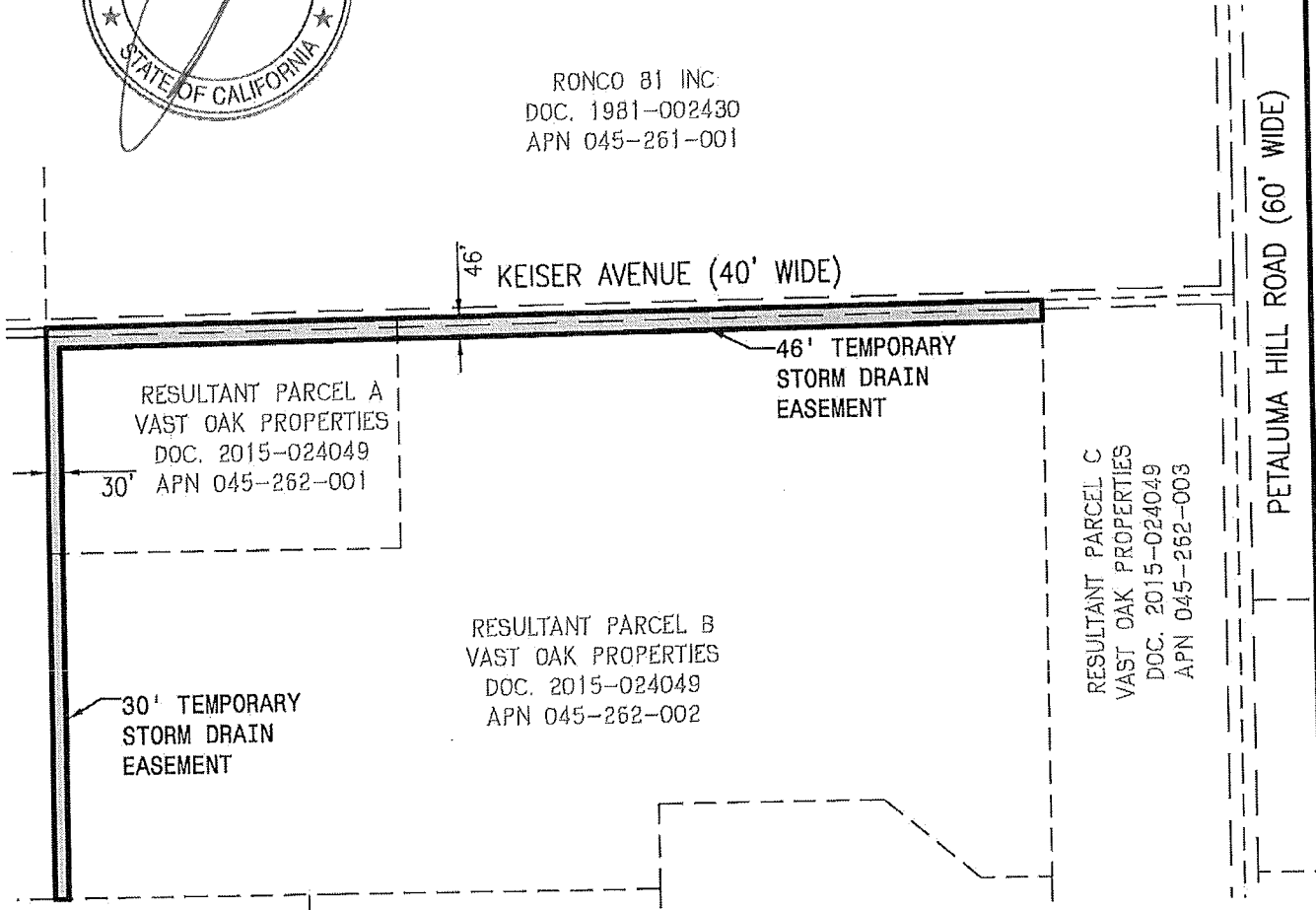
10/15/15
DATE

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

EXHIBIT "B"
PAGE 2 OF 2



RONCO 81 INC.
DOC. 1981-002430
APN 045-261-001



LEGEND

———— BOUNDARY OF DESCRIPTION
- - - - - EXISTING PARCEL

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR

TEMPORARY STORM DRAIN EASEMENT
LANDS OF VAST OAK PROPERTIES

ROHNERT PARK

CALIFORNIA

Mackay & Somps

ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
MB	OCT. 2015	1" = 400'	19539.010

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

When Recorded, Mail to:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF CRANE CREEK TRAIL EASEMENT AGREEMENT

This CRANE CREEK TRAIL EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into effective as of this _____ day of _____, 2015, by and between University District LLC, a Delaware Limited Liability Company (the “**Grantor**”), and the City of Rohnert Park, a municipal corporation (the “**Grantee**”), with reference to the following facts and intentions. Grantor and Grantee may each be referred to as a “Party” or collectively as the “Parties.”

RECITALS

A. Grantor is the owner of that certain real property located in the County of Sonoma, State of California, as more particularly described as Assessor's Parcel Numbers 047-132-038 (the “**Property**”); and

B. Grantor, Grantee, and Vast Oak Properties L.P. have entered into an Amended and Restated Development Agreement recorded in the Official Records of Sonoma County as Document No. 2014051817, which, among other things, requires the dedication of a Crane Creek Trail Easement; and

C. Grantor is willing to grant to Grantee and Grantee is willing to accept a permanent, non-exclusive easement over those certain portions of the Property more particularly described in the legal description attached hereto as Exhibit “A” (the “**Easement Area**”), for the purpose of designing, constructing, operating and maintaining a trail to Crane Creek Regional Park on the terms and conditions as provided herein.

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

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive, permanent easement in, on, over, under, across, and through the Easement Area

for the purpose of enabling Grantee to design, construct, install and maintain the Crane Creek Trail for use by the public on the Property (the “**Easement**”), together with all necessary and convenient means of ingress and egress to and from said Easement at all times, on the terms and conditions set forth herein.

For the purposes of this Agreement, the right to use the Easement Area shall include the installation, construction, repair, replacement, maintenance, operation, inspection, restoration, modernization and use of the Easement Area for any activity reasonably related to public trail access including access for pedestrian, bicycle and maintenance vehicles, the installation, maintenance and repair of utilities, the installation of pipelines and or ditches and temporary construction use.

2. Restrictions on Use of Easement Area. The Easement Area shall not be used for any purpose other than public trail access, use, installation and maintenance, as further described herein. The Parties agree that no building, wall, fence, barrier or other permanent structure of any kind which impairs or impedes access to, or use of, any of the Easement Area shall be constructed or maintained on the Easement Area, nor shall the Parties do anything which shall prevent, impair or discourage the use of the Easement for trail purposes. Further, Grantee’s use of the Easement Area shall not inhibit the use of the adjacent property for resource agency or other regional improvements, such as recycled water tanks and recycled water reservoirs.

3. Maintenance of the Easement Area. Should the Grantee exercise its rights to construct permanent trail facilities on the Easement Area, Grantor and its successors and assigns shall, at Grantee’s sole cost and expense and without reimbursement, be obligated to maintain, repair, reconstruct and care for the Easement Area until permanent facilities are installed.

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

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

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

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

8. Term of Agreement. The Easement is granted in perpetuity. This Agreement and the Easement contained herein may only be terminated upon mutual written consent of the parties.

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

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

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

If to Grantor:

University District LLC
500 La Gonda Way
Danville, CA 94526
Attn: John Ryan
Kevin Pohlson
Phone: 925-743-8000

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

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

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

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

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

15. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by the parties to be charged.

[Signatures on the Following Page]

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

GRANTEE:

City of Rohnert Park,
a municipal corporation

GRANTOR:

By: _____
Name _____
Title: _____
Per Resolution No. 2015- ____ adopted by the Rohnert Park City
Council at its meeting of _____.

By: _____
Name _____
Title: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by this Grant of Crane Creek Easement Agreement, dated _____, 2015, from University District LLC, as grantor, to the City of Rohnert Park, as grantee, are hereby accepted by the City Manager of the City of Rohnert Park pursuant to authority conferred by Resolution no. _____ of the City Council adopted on _____, and the City of Rohnert Park, as grantee, consents to recordation of said easement agreement.

Dated: _____, 2015

By: _____
Darrin Jenkins, City Manager
[signature must be notarized]

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

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

Personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

(S E A L)

Signature of Notary Public

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
)ss

COUNTY OF _____)

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

Personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(S E A L)

EXHIBIT "A"

**LEGAL DESCRIPTION FOR
20' WIDE TRAIL EASEMENT
LANDS OF UNIVERSITY DISTRICT LLC**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF SONOMA COUNTY STATE OF CALIFORNIA, BEING A PORTION OF TRACT II AS DESCRIBED IN SERIES NO. 2003-080334, SONOMA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID TRACT II, BEING ALSO A POINT ON THE EASTERLY RIGHT OF WAY OF PETALUMA HILL ROAD; THENCE FROM SAID POINT OF COMMENCEMENT ALONG THE NORTHERLY LINE OF SAID TRACT II, THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 77°39'44" EAST 86.49 FEET;
- 2) SOUTH 67°55'25" EAST 206.96 FEET;
- 3) THENCE SOUTH 89°03'51" EAST 1703.57 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND ENTERING SAID TRACT II THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 89°03'51" WEST 323.22 FEET;
- 2) NORTH 65°22'06" EAST 250.51 FEET;
- 3) THENCE SOUTH 89°53'55" EAST 81.20 FEET TO AN EASTERLY LINE OF SAID TRACT II, SAID POINT BEING THE **POINT OF BEGINNING**;

A 20' WIDE TRAIL EASEMENT, THE EASTERLY AND SOUTHERLY LINE DESCRIBED AS FOLLOWS:

THENCE FROM SAID POINT OF BEGINNING CONTINUING ALONG THE EASTERLY AND SOUTHERLY LINE OF SAID TRACT II, COMMON WITH THE WESTERLY AND NORTHERLY LINES OF THE LANDS OF SANGIACOMO GENERATIONS, SERIES NO. 1998-054512, ROY & MAUREEN DEGROOT, SERIES NO. 1989-115416 AND LANDS OF WILLIAM A. & NANCY J. ADAMS, SERIES NO. 2004-065173, SONOMA COUNTY RECORDS, THE FOLLOWING THREE (3) COURSES:

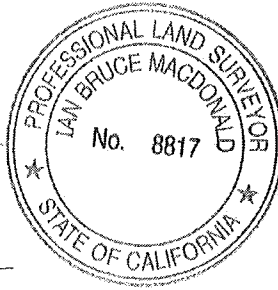
- 1) NORTH 00°18'05" EAST 335.12 FEET;
- 2) SOUTH 88°53'06" EAST 1035.11 FEET;
- 3) THENCE SOUTH 76°32'59" EAST 2307.55 FEET, TO THE MOST EASTERLY LINE OF SAID TRACT II;

SAID EASEMENT TO TERMINATE ON THE MOST EASTERLY LINE OF SAID TRACT II.

END OF DESCRIPTION

PREPARED BY:

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



10/15/15
DATE

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

COUNTY OF SONOMA
1975-2989580
APN 047-251-003

UNIVERSITY DISTRICT LLC
2003-080334
PORTION OF
APN 047-132-038

SIMPSON JOHN & ALICE L
1994-088265
APN 047-132-010

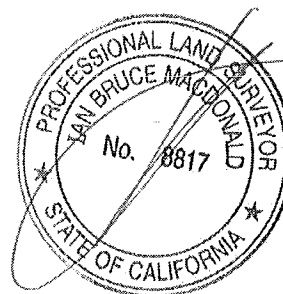
ANDERSON JO MARILYN
1984-081172
APN 047-132-009

ANDERSON HENRY JAMES
2004-112861 APN 047-132-039

ROY & MAUREEN DEGROOT
1989-115416
APN 047-122-032

ADAMS WILLIAM A & NANCY J
2004-065173
APN 047-122-031

SANGIACOMO GENERATIONS
1998-054512
APN 047-122-034



LEGEND

- BOUNDARY OF DESCRIPTION
- - - EXISTING PARCEL
- - - EASEMENT LINE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

P.O.C.
PETALUMA
HILL ROAD
(60' WIDE)

0 250 500 1000
SCALE: 1"=500'



PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR

20' WIDE TRAIL EASEMENT
LANDS OF UNIVERSITY DISTRICT LLC

CITY OF ROHNERT PARK

CALIFORNIA

Mackay & Somps

ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
IBM	SEPT. 2015	1"=500'	19539