

## **RESOLUTION NO. 2017-016**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT OF TWO EASEMENTS THROUGH PUBLIC PROPERTY TO BBHICKS LLC FOR THE PURPOSE OF DRIVEWAY ACCESS AND UTILITY ACCESS TO 1212 ERIC COURT**

**WHEREAS**, on May 3, 2016, the City of Rohnert Park Subdivision Review Committee approved with conditions a tentative parcel map that would divide 1212 Eric Court into two parcels; and

**WHEREAS**, each of the proposed parcels is currently developed with a single family dwelling and existing, undocumented encroachments onto a City-owned well site are being used to provide gas and electric service and access to one of the dwelling units; and

**WHEREAS**, the Conditions of Approval for the tentative parcel map require the property owner to secure and pay for easements across the City property; and

**WHEREAS**, the easements have been appraised for twenty-one thousand fifty dollars (\$21,050.00); and

**WHEREAS**, the property owner, BBHICKS LLC has deposited the appraised value of the easements with the City;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it does hereby approve the grant of two easements to BBHICKS LLC for the purpose of driveway and utility access.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to take all actions to effectuate the two easements for and on behalf of the City of Rohnert Park, including execution and recordation, if necessary, in substantially similar form to the easements attached hereto as Exhibit "A", and incorporated herein by this reference, subject to minor modifications by the City Manager or City Attorney.

**DULY AND REGULARLY ADOPTED** this 14<sup>th</sup> day of February, 2017.

**CITY OF ROHNERT PARK**

  
\_\_\_\_\_  
Jake Mackenzie, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Caitlin Saldanha, Deputy City Clerk

Attachment: Exhibit A

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

Exhibit A to Resolution

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

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 PUBLIC UTILITY EASEMENT AGREEMENT

This PUBLIC UTILITY EASEMENT AGREEMENT (this "**Agreement**") is made and entered into effective as of this 10<sup>th</sup> day of January, 2017, by and between the City of Rohnert Park, a municipal corporation (the "**Grantor**"), and, the owner of real property located at 1212 Eric Court, Rohnert Park, California (APN 143-084-006), who is more particularly described in "Exhibit A" (the "**Grantee**").

### RECITALS

A. Grantee 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 as 1212 Eric Court, Rohnert Park, California (APN 143-084-006) (the "**Property**"); and

B. Historical public utilities exist from the improvements on the Property over property owned by Grantor, City of Rohnert Park; and

C. Grantee has requested the City of Rohnert Park grant a public utility easement over the City of Rohnert Park property to formalize this public utility easement; and

D. Grantor is willing to grant to Grantee and Grantee is willing to accept a non-exclusive easement over those certain portions of the Lands of the City of Rohnert Park, as more particularly described in the legal description attached hereto as Exhibit "B" and as shown on the plat attached hereto as Exhibit "C" (the "**Easement Area**"), for the purpose of public utilities 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 easement over and across the Easement Area for the purpose of enabling public utilities from the Property (the “Easement”) on the terms and conditions set forth herein.

2. Restrictions on Use of Easement Area. The Easement Area shall not be used for any purpose other than a public utility easement. The Parties agree that no Parties do anything which shall prevent, impair or discourage the use of the Easement for public utilities across the Easement Area.

3. Maintenance of the Easement Area. Grantee and its successors and assigns shall, at Grantee’s sole cost and expense without reimbursement, be obligated to maintain, repair, reconstruct, and care for the Easement Area in perpetuity in accordance with this Agreement. Any damage caused by Grantee, or by any of Grantee’s lessees, licensees, permittees, agents, employees, contractors and/or successors and assigns to the Easement Area shall be promptly repaired by Grantee, at its sole cost and expense.

4. Indemnification. Grantee 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, “Indemnities”) 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 by Grantor or its employees, agents, representatives, contractors, subcontractors, consultants, or invitees, or the performance of, or failure to perform, Grantee’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. Without limiting the generality of the foregoing, Grantee shall indemnify, protect, defend and hold Indemnities harmless from and against Claims arising out of or in connection with any labor performed on the City of Rohnert Park property by, or at the request or for the benefit of, Grantee, 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 Grantee is obligated to indemnify or provide a defense hereunder, Grantee upon written notice from Grantor shall defend such action or proceeding at Grantee’s sole expense by counsel reasonably acceptable to Grantor.

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.

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 Grantee:

BBHICKS LLC  
~~4501 Golf Course Drive~~ 1212 Eric Court  
Rohnert Park, CA 94928  
Attn: John T. Hicks  
Phone: 707 480 9946  
Email: jkunderwaterimages@gmail.com

With a copy to:

John T. Hicks  
1212 Eric Court  
Rohnert Park CA 94928  
Attn:  
Phone: 707 480 9946  
Email: jkunderwaterimages@gmail.com

If to Grantor: City of Rohnert Park  
130 Avram Ave.  
Rohnert Park, CA 94928  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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. 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.

13. 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:**

BBHICKS LLC, a California Limited  
Liability Company

By: John T. Hicks  
Name John T. Hicks  
Title: Manager

**GRANTOR:**

City of Rohnert Park,  
a municipal corporation

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF CALIFORNIA**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THAT THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

COUNTY OF \_\_\_\_\_ ) )ss

On \_\_\_\_\_ before me,  
Notary Public, personally appeared \_\_\_\_\_

\_\_\_\_\_ personally known to me  
or

\_\_\_\_\_ 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.

WITNESS my hand and official seal

**SEE ATTACHED**  
Notary Acknowledgement

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

(S E A L)

## ACKNOWLEDGMENT

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 Sonoma

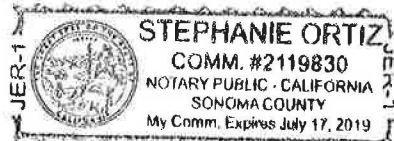
On January 10 2017 before me, Stephanie Ortiz, Notary Public  
(insert name and title of the officer)

personally appeared John T Hicks  
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 [Signature] (Seal)



STATE OF CALIFORNIA

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THAT THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

COUNTY OF \_\_\_\_\_ )  
 )ss  
 )

On \_\_\_\_\_ before me, \_\_\_\_\_  
Notary Public, personally appeared \_\_\_\_\_

\_\_\_\_\_ personally known to me

or

\_\_\_\_\_ 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.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

(S E A L)

## EXHIBIT "A"

### GRANTEE

Lands of BBHICKS, LLC, a California Limited Liability Company per Document Numbers 2011020976, 2011020977, 2011020978 and 2011010979, Official Records of Sonoma County. Lot 60 as Numbered and Designated upon the map entitled "Unit A, Country Club Estates, Subdivision No. 5". Filed in the Office of the County Recorder of the County of Sonoma on June 18, 1976, in Book 229 of Maps, at Pages 49, 50 and 51, Sonoma County Records.

APN 143-084-006

## EXHIBIT "B"

**Legal Description for Public Utility Easement  
Lands of City of Rohnert Park  
Parcel "B", Country Club Estates, Subdivision No. 5, Unit A  
APN: 143-840-039**

**August 5, 2016**

An Easement over that certain parcel of land situated in the City of Rohnert Park, County of Sonoma, State of California. Being a portion of Parcel "B", as designated upon the map "Country Club Estates Subdivision No. 5, Unit A" filed in the Office of the County Recorder of the County of Sonoma on June 18, 1976 in Book 229 of Maps, at Pages 49, 50 & 51 of Official Records of said County Recorders Office, more particularly described as follows:

BEGINNING at a point on the southerly right of way of Eleanor Avenue and being the northwest corner of said Parcel B; thence easterly along said right of way South 89° 50' 06" East, 10.0 feet; thence leaving said right of way South 00° 09' 54" West, 115.00 feet; thence North 89° 50' 06" West; 10.0 feet to the westerly boundary of said Parcel "B"; thence northerly along said westerly boundary of said Parcel "B" North 00° 09' 54" East, 115.00 feet plus or minus to the POINT OF BEGINNING.

Sidelines shall be lengthened or shortened so as to terminate on the boundaries of said Parcel "B".

Containing 1,150 Square Feet, more or less.

**BASIS OF BEARINGS:** The bearings and distances contained herein are based upon "Country Club Estates Subdivision No. 5, Unit A" filed for record in Book 229 of Maps at Pages 49-51 in the Office of the County Recorder of the County of Sonoma.

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

Prepared by Baechtel Hudis Inc.

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

Ralph Moody, LS 5316

Date

My License Expires December 31, 2017

11-22-16

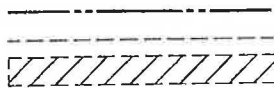


**LEGEND:**

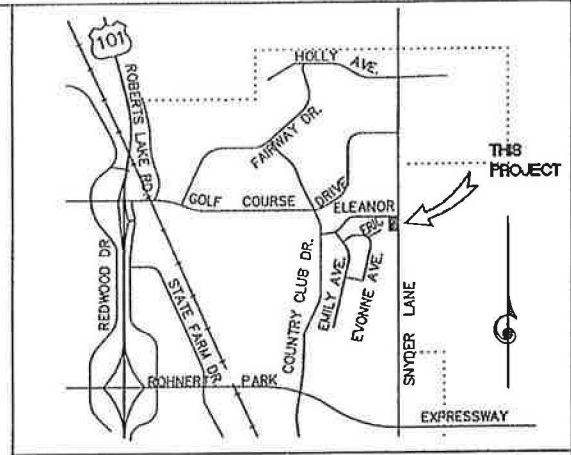
PROPERTY BOUNDARY

EASEMENT

EASEMENT AREA

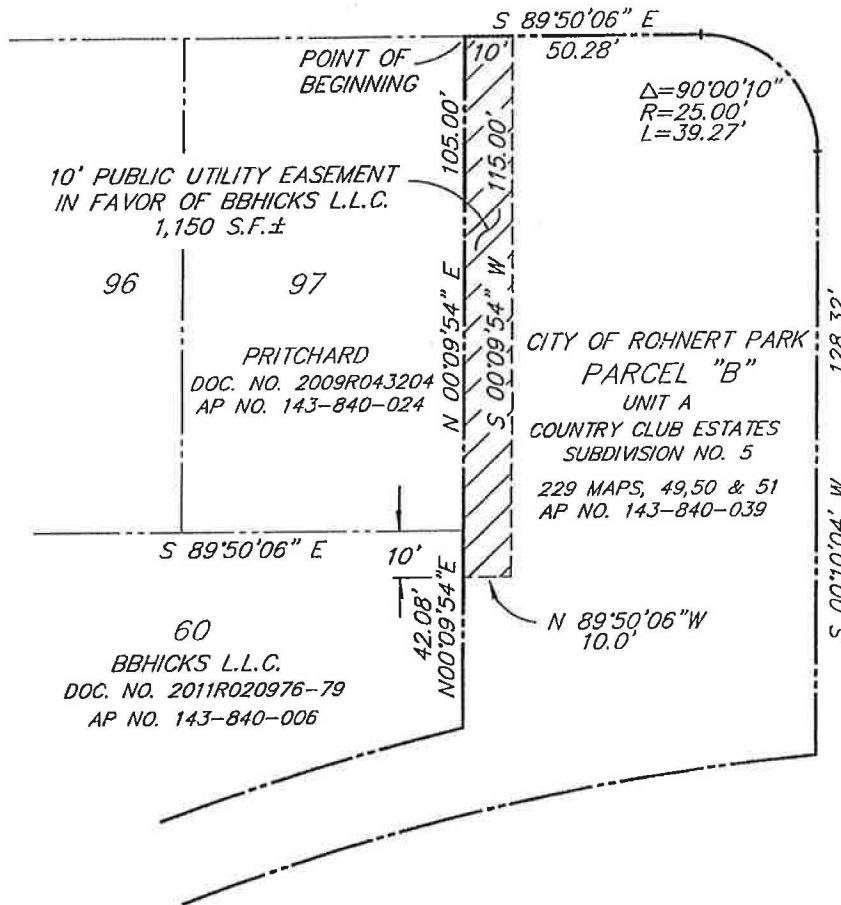


SCALE: 1" = 40'



**LOCATION MAP**

NO SCALE



**SNYDER LANE**



THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY, ANY ERRORS OR OMISSIONS SHALL NOT EFFECT THE LEGAL DESCRIPTION.

BASIS OF BEARINGS:  
AS SHOWN UNIT A, COUNTRY CLUB ESTATES SUBDIVISION NO. 5, IN BOOK 229 MAPS, PAGE 49, 50 & 51, SONOMA COUNTY RECORDS.

**EXHIBIT "C"**

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PUBLIC UTILITY EASEMENT, LANDS OF ROHNERT PARK, PARCEL "B", BOOK 229 MAPS PAGES 49-51, OFFICIAL RECORDS OF SONOMA COUNTY.  
JUNE 2016

PREPARED BY:

**BAECHTEL HUDIS**



CONSULTING CIVIL ENGINEERS & PLANNERS

131 STONY CIRCLE, SUITE 1000  
SANTA ROSA, CALIF. 95401  
(707) 542-8795

**PUBLIC UTILITY EASEMENT:**

North: 1894286.9177      East : 6364925.7625  
Line Course: S 89-50-06 E Length: 10.00  
North: 1894286.8889      East : 6364935.7624  
Line Course: S 00-09-54 W Length: 115.00  
North: 1894171.8893      East : 6364935.4312  
Line Course: N 89-50-06 W Length: 10.00  
North: 1894171.9181      East : 6364925.4313  
Line Course: N 00-09-54 E Length: 115.00  
North: 1894286.9177      East : 6364925.7625

Perimeter: 250.00 Area: 1,150 sq.ft. 0.03 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000      Course: S 90-00-00 E

Error North: 0.00000      East : 0.00000

Precision 1: 250,000,000.00

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

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 PRIVATE INGRESS AND EGRESS EASEMENT AGREEMENT

This PRIVATE INGRESS and EGRESS EASEMENT AGREEMENT (this "Agreement") is made and entered into effective as of this 10<sup>th</sup> day of January, 2017, by and between the City of Rohnert Park, a municipal corporation (the "Grantor"), and, the owner of real property located at 1212 Eric Court, Rohnert Park, California (APN 143-084-006), who is more particularly described in "Exhibit A" (the "Grantee").

### RECITALS

A. Grantee 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 as 1212 Eric Court, Rohnert Park, California (APN 143-084-006) (the "Property"); and

B. Historical Private Ingress and Egress exist from the improvements on the Property over property owned by Grantor, City of Rohnert Park; and

C. Grantee has requested the City of Rohnert Park grant a Private Ingress and Egress easement over the City of Rohnert Park property to formalize this Private Ingress and Egress easement; and

D. Grantor is willing to grant to Grantee and Grantee is willing to accept a non-exclusive easement over those certain portions of the Lands of City of Rohnert Park, as more particularly described in the legal description attached hereto as Exhibit "B" and as shown on the plat attached hereto as Exhibit "C" (the "Easement Area"), for the purpose of Ingress and Egress 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 easement over and across the Easement Area for the purpose of ingress and egress enabling ingress and egress from the Property (the "Easement") on the terms and conditions set forth herein.

2. Restrictions on Use of Easement Area. The Easement Area shall not be used for any purpose other than a private ingress and egress. The Parties agree that no Parties do anything which shall prevent, impair or discourage the use of the Easement for private ingress and egress across the Easement Area.

3. Maintenance of the Easement Area. Grantee and its successors and assigns shall, at Grantee's sole cost and expense without reimbursement, be obligated to maintain, repair, reconstruct, and care for the Easement Area in perpetuity in accordance with this Agreement. Any damage caused by Grantee, or by any of Grantee's lessees, licensees, permittees, agents, employees, contractors and/or successors and assigns to the Easement Area shall be promptly repaired by Grantee, at its sole cost and expense.

4. Indemnification. Grantee 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, "Indemnities") 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 by Grantor or its employees, agents, representatives, contractors, subcontractors, consultants, or invitees, or the performance of, or failure to perform, Grantee'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. Without limiting the generality of the foregoing, Grantee shall indemnify, protect, defend and hold Indemnities harmless from and against Claims arising out of or in connection with any labor performed on the City of Rohnert Park property by, or at the request or for the benefit of, Grantee, 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 Grantee is obligated to indemnify or provide a defense hereunder, Grantee upon written notice from Grantor shall defend such action or proceeding at Grantee's sole expense by counsel reasonably acceptable to Grantor.

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.

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 Grantee:

BBHICKS LLC  
~~1501 Golf Course Drive~~ 1212 Eric Court  
Rohnert Park, CA 94928  
Attn: John T. Hicks  
Phone: 707 480 9946  
Email: jkunderwaterimages@gmail.com

With a copy to:

John T. Hicks  
1212 Eric Court  
Rohnert Park CA 94928  
Attn: \_\_\_\_\_  
Phone: 707 480-9946  
Email: jkunderwaterimages@gmail.com

If to Grantor: City of Rohnert Park  
130 Avram Ave.  
Rohnert Park, CA 94928  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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. 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.

13. 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:**

BBHICKS LLC, a California Limited  
Liability Company

**GRANTOR:**

City of Rohnert Park,  
a municipal corporation

By: John T. Hicks John T. Hicks  
Name John T. Hicks  
Title: Manager

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF CALIFORNIA**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THAT THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

COUNTY OF \_\_\_\_\_ )  
 )ss  
 )

On \_\_\_\_\_ before me, \_\_\_\_\_  
Notary Public, personally appeared \_\_\_\_\_

\_\_\_\_\_ personally known to me  
or  
\_\_\_\_\_ 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.

WITNESS my hand and official seal

**SEE ATTACHED**  
Notary Acknowledgement

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

(S E A L)

## ACKNOWLEDGMENT

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 Sonoma

On January 10 2017 before me, Stephanie Ortiz, Notary Public  
(insert name and title of the officer)

personally appeared John T Hicks  
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 [Signature] (Seal)



STATE OF CALIFORNIA

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THAT THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

COUNTY OF \_\_\_\_\_ )  
 )ss  
 )

On \_\_\_\_\_ before me, \_\_\_\_\_  
Notary Public, personally appeared \_\_\_\_\_

\_\_\_\_\_ personally known to me  
or

\_\_\_\_\_ 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.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

(S E A L)

## EXHIBIT "A"

### GRANTEE

Lands of BBHICKS, LLC, a California Limited Liability Company per Document Numbers 2011020976, 2011020977, 2011020978 and 2011010979, Official Records of Sonoma County. Lot 60 as Numbered and Designated upon the map entitled "Unit A, Country Club Estates, Subdivision No. 5". Filed in the Office of the County Recorder of the County of Sonoma on June 18, 1976, in Book 229 of Maps, at Pages 49, 50 and 51, Sonoma County Records.

APN 143-084-006

## EXHIBIT "B"

**Legal Description for Ingress and Egress Easement  
Lands of City of Rohnert Park  
Parcel "B", Country Club Estates, Subdivision No. 5, Unit A  
APN: 143-840-039**

**August 5, 2016**

An Easement over that certain parcel of land situated in the City of Rohnert Park, County of Sonoma, State of California. Being a portion of Parcel "B", as designated upon the map "Country Club Estates Subdivision No. 5, Unit A" filed in the Office of the County Recorder of the County of Sonoma on June 18, 1976 in Book 229 of Maps, at Pages 49, 50 & 51 of Official Records of said County Recorders Office, more particularly described as follows:

BEGINNING at a point on the westerly right of way of Snyder Lane and being the southeast corner of said Parcel "B"; thence North 85° 05' 53" West, 75.53 feet to the southeast corner of Lot 60 of said subdivision; thence North 00° 09' 54" East, along the westerly boundary of said Parcel "B" 15.00 feet; thence South 89° 39' 15" East, 72.28 feet to the westerly right of way of Snyder Lane; thence southerly along said right of way South 00° 10' 04" West 21.0 feet plus or minus to the POINT OF BEGINNING.

Sidelines shall be lengthened or shortened so as to terminate on the boundaries of said Parcel "B".

Containing 1,355 Square Feet, more or less.

**BASIS OF BEARINGS:** The bearings and distances contained herein are based upon "Country Club Estates Subdivision No. 5, Unit A" filed for record in Book 229 of Maps at Pages 49-51 in the Office of the County Recorder of the County of Sonoma.

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

Prepared by Baechtel Hudis Inc.

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

Ralph Moody, LS 5316

My License Expires December 31, 2017

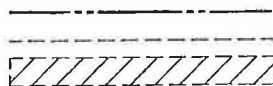
11-22-16

Date

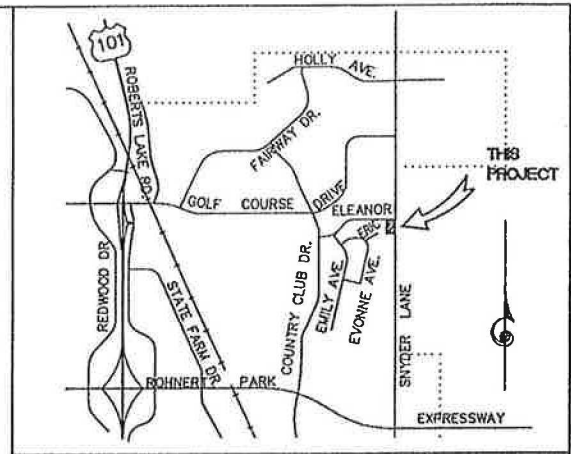


**LEGEND:**

PROPERTY BOUNDARY  
EASEMENT  
EASEMENT AREA



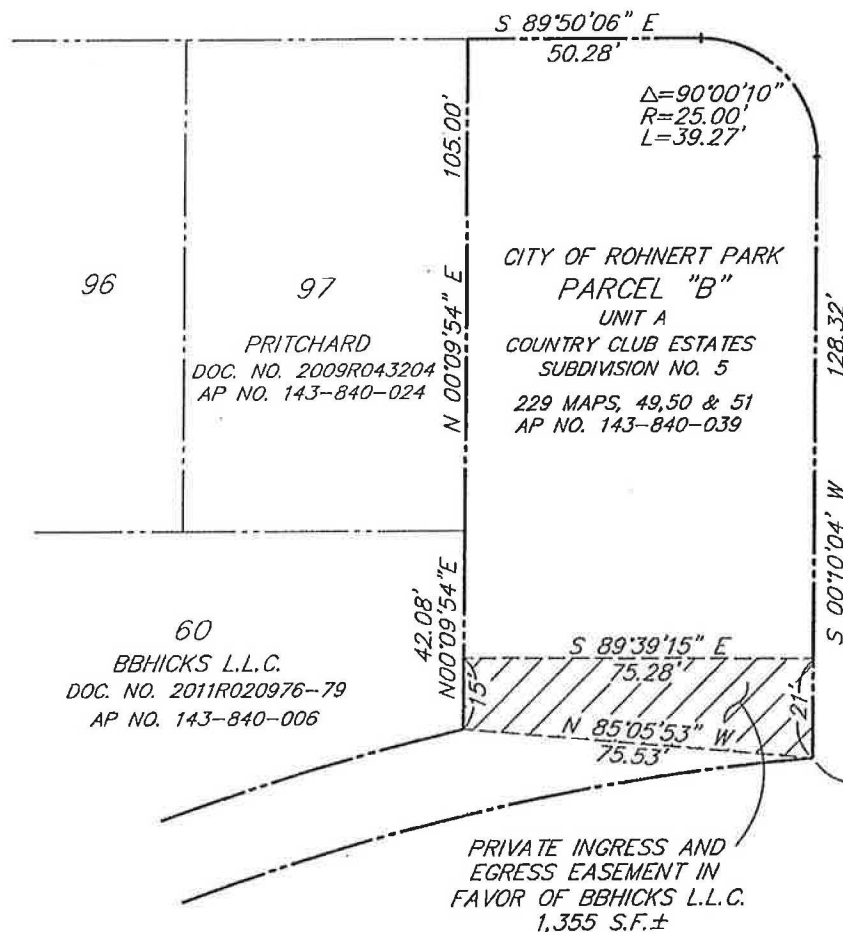
SCALE: 1" = 40'



**LOCATION MAP**

NO SCALE

**ELEANOR AVENUE**



**SNYDER LANE**



POINT OF  
BEGINNING

THIS DIAGRAM IS FOR GRAPHIC  
PURPOSES ONLY, ANY ERRORS  
OR OMISSIONS SHALL NOT EFFECT  
THE LEGAL DESCRIPTION.

BASIS OF BEARINGS:  
AS SHOWN UNIT A, COUNTRY CLUB  
ESTATES SUBDIVISION NO. 5, IN  
BOOK 229 MAPS, PAGE 49, 50 &  
51, SONOMA COUNTY RECORDS.

**EXHIBIT "C"**

**PLAT TO ACCOMPANY LEGAL DESCRIPTION  
FOR INGRESS AND EGRESS EASEMENT, LANDS  
OF ROHNERT PARK, PARCEL "B", BOOK 229  
MAPS PAGES 49-51, OFFICIAL RECORDS OF  
SONOMA COUNTY.  
JUNE 2016**

PREPARED BY:

**BAECHTEL HUDIS**  
CONSULTING CIVIL ENGINEERS & PLANNERS

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