

RESOLUTION NO. 2017-091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK APPROVING FIVE CREEK SUBDIVISION FINAL MAP, AUTHORIZING EXECUTION OF A DEFERRED IMPROVEMENT AGREEMENT AND ACCEPTING SUBJECT TO IMPROVEMENT OFFERS OF DEDICATION FOR PUBLIC RIGHT-OF- WAY, PUBLIC PARKS, PUBLIC UTILITY EASEMENTS, PUBLIC SIDEWALK EASEMENTS, AND WATER LINE EASEMENTS AND RELATED ACTIONS

WHEREAS, on August 11, 2015 the City entered into a Purchase and Sale Agreement with MJW Investments ("Purchaser") to transfer the majority of the property that is the subject of this map within two years' time;

WHEREAS, said Purchase and Sale Agreement has been amended several times and assigned to Stadium RP Development Partners, LLC (Developer), Purchaser's successor in interest;

WHEREAS, on January 10, 2017, the City Council of the City of Rohnert Park adopted Resolution 2017-011 the Tentative Map for the Five Creek prepared by Cinquini & Passarino, Inc. (the "Tentative Map"), subject to certain conditions of approval ("Conditions");

WHEREAS, on January 24, 2017, the City Council of the City of Rohnert Park adopted Ordinance No. 903, approving a Development Agreement ("Development Agreement") between the City of Rohnert Park and (Developer);

WHEREAS, the Developer has submitted the Final Map on behalf of the City for the Five Creek Subdivision ("Map"), consisting of 135 multi-family units, a hotel, a fire station, a commercial parcel, and a park on five parcels, for filing;

WHEREAS, the Map has been reviewed by the City Engineer and City Surveyor and has been determined to be technically accurate and in conformance with the California Subdivision Map Act, the City's Municipal Code requirements set forth in Title 16;

WHEREAS, pursuant to Municipal Code section 16.10.200, the City has submitted (1) a certificate from the County Tax Collector stating that all taxes and assessments due have been paid pursuant to Government Code section 66492, and (2) verification that no security for taxes and assessment need to be executed and filed with the Clerk of the County Board of Supervisors pursuant to Government Code section 66493.

WHEREAS, the Developer has submitted all required security on behalf of City in connection with approved development, and purchase and sale agreements;

WHEREAS, the Developer has submitted all required certificates and submittals and paid all required fees;

WHEREAS, the Map includes the following offers of dedication:

- 1) Lot 1- Public Park
- 2) Public Right-Of-Way (portion of Carlson Avenue)
- 3) Public Utility Easements
- 4) Water Line Easements
- 5) Sidewalk Easements;

WHEREAS, the Developer has submitted improvement plans for the public improvements required by the Development Agreement and its Conditions of Approval, which are currently under review;


WHEREAS, in the interest of complying with the time frames established the Purchase and Sale Agreement, a Deferred Improvement Agreement, as authorized by Municipal Code section 16.16.040 will be used to guarantee the construction of the required public improvements and assigned to Purchaser at the close of escrow.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that:

1. The Deferred Improvement Agreement included as Exhibit A to this Resolution and incorporated by reference, is hereby approved subject to minor revisions approved by the City Attorney.
2. The City Council hereby finds as follows with the respect to the Tentative and Final Maps:
 - a. The Final Map is determined to be consistent with the City's Municipal Code and the Subdivision Map Act.
 - b. The Final Map is in substantial conformance with the Tentative Map and all Conditions required to be completed prior to filing the final maps have been met.
3. The Final Map for the Five Creek Subdivision, which is attached hereto and incorporated by this reference as Exhibit B, is hereby approved and the City Council accepts, subject to improvement, the Offers of Dedication for Public Right-of-Way, Public Park, Public Utility Easements, Water Line Easements, and Public Sidewalk Easements as shown on the Map.
4. The Mayor is hereby authorized to sign the Deferred Improvement Agreement and the Final Map as the current property owner on behalf of the City of Rohnert Park
5. The City Manager is hereby authorized to take any and all further actions to effectuate the recordation of the Map in compliance with the Conditions.


DULY AND REGULARLY ADOPTED this 25th day of July, 2017.

CITY OF ROHNERT PARK



Jake Mackenzie, Mayor

ATTEST:



Caitlin Saldanha, Deputy City Clerk

Attachments: Exhibit A and Exhibit B

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

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Rohnert Park)
130 Avram Avenue)
Rohnert Park, California 94928-2486)
Attention: City Clerk)
)

APN 143-040-124

(Space Above This Line for Recorder's Use Only)
Exempt from recording fee per Gov. Code § 27383.

**DEFERRED IMPROVEMENT AGREEMENT
CITY OF ROHNERT PARK**

THIS DEFERRED IMPROVEMENT AGREEMENT ("Deferred Improvement Agreement") is entered into as of _____ ("Effective Date") by and between CITY OF ROHNERT PARK in its capacity as owner of the Property (defined below) ("Owner") and the CITY OF ROHNERT PARK in its capacity as a municipal corporation of the State of California ("City"), pursuant to Rohnert Park Municipal Code, Title 16 Subdivisions, Chapter 16.16 Design and Improvements, section 16.16.040 Deferred Improvement Agreements.

RECITALS

A. Owner is the owner of real property located within the corporate limits of the City located at the intersection of Labath and Carlson Avenues being more particularly described as Sonoma County Assessor's Parcel 143-040-124 ("Property").

B. Owner and MJW Investments, a California limited liability partnership ("MJW Investments") have entered into a Purchase and Sale Agreement dated August 11, 2015 ("Purchase and Sale Agreement"), which has been amended and assigned several times whereby MJW Investments' successor in interest, Stadium RP Development Partners ("Purchaser") has agreed to purchase approximately 12.3 acres of the "Property".

C. The City has approved Tentative Parcel Map application PLSD16-0001 for the Property ("Tentative Parcel Map") via City Council Resolution Number 2017-11 adopted January 10, 2017 containing certain conditions of approval ("Resolution"). The Tentative Parcel Map and Resolution are collectively referred to herein as the "Tentative Parcel Map with Approvals." The Tentative Parcel Map with Approvals requires design and construction of certain improvements as further set forth thereon and therein ("Improvements").

D. The Tentative Parcel Map with Approvals contemplates that the Purchaser is generally responsible for the construction of the Improvements. The City is currently reviewing the construction plans for the Improvements ("Improvement Plans").

E. Per the Conditions of Approval for the Tentative Parcel Map, the Improvement Plans are to be secured by an Improvement Agreement prior to approval of the Final Map.

F. Rohnert Park Municipal Code Section 16.16.040 provides that a Deferred Improvement Agreement may be used to provide the security required by the Conditions of

Approval for the Tentative Parcel Map.

G. The Purchase and Sale Agreement anticipates that the Purchaser shall complete its acquisition within two years of August 11, 2015, or by August 11, 2017. As such, City (in its capacity as Owner) is requesting that the City (in its capacity as a municipal corporation) proceed with issuance of a final parcel map in substantial conformance with the Tentative Parcel Map with Approvals, a copy of which is attached hereto and incorporated herein as Exhibit A.

H. In the interest of meeting the contractual obligations of the Purchase and Sale Agreement, the City is willing to issue the Final Map for the Property, contingent on concurrent execution of this Deferred Improvement Agreement. Any City approval granted in connection with development of the Property will be conditioned on and require compliance with this Deferred Improvement Agreement, the Tentative Parcel Map with Approvals, and applicable sections of the Rohnert Park Municipal Code. The Deferred Improvement Agreement will run with the land and its obligations shall be transferred to Purchaser upon its purchase of the Property.

NOW THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, it is agreed as follows:

1. **Timing of Improvements.** The design and construction of the Improvements are hereby deferred. Owner shall begin construction of Improvements within ninety days of the receipt of the notice to proceed from the City, or as mutually agreed upon in writing, between Owner and the City. City, in its discretion, may issue a notice to proceed for Improvements related to a particular parcel, without issuing a notice to proceed for Improvements related to other parcels.

2. **Default by Owner and Remedy by City.** In the event of a default by Owner, the City is authorized to cause construction to be done and charge the entire cost and expense to Owner, including interest from the date of notice of the cost and expense until paid. The interest rate shall be consistent with the requirements of Article 15, Section 1 of the California State Constitution.

3. **Recordation; Notice to Successors and Assigns.**

(a) This Deferred Improvement Agreement shall be recorded with the Sonoma County recorder at the expense of Owner, concurrently with the Five Creek Subdivision, and shall constitute notice to all successors and assigns of title to the Property of the obligations set forth therein. This Deferred Improvement Agreement binds the successors in interest and assigns of each of the parties thereto until the Improvements have been completed and certified complete by the City of Rohnert Park; provided, however, that obligations hereunder may be transferred as set forth in Section 13(c), below.

(b) The obligations under this Deferred Improvement Agreement shall run with the Property and constitute a lien against the Property in such amount, including interest, as provided in Rohnert Park Municipal Code section 16.16.070, and subject to foreclosure in the event of a default in payment. The intent of this Deferred Improvement Agreement is to create an obligation for the Owner and its successors and assigns (including the project proponent) to design and construct the Improvements, for the benefit of the City and the public. Establishment and maintenance of the security for the obligations under this Deferred Improvement Agreement is dependent upon separation of the lien interest and fee title interest in the Property. No merger is intended nor shall occur by any current or future ownership of the underlying fee title interest

in the Property or any portion thereof, by the City or its successors or assigns. City reserves the right, upon written notice to the applicable Owner(s), to require that the form of security for the Improvements (or portions thereof applicable to particular parcels or transferred portions of the Property per Section 13(c), below) be changed from the foregoing lien to any of the methods identified in Rohnert Park Municipal Code section 16.16.070.C, as required at the option of and subject to the approval of the City attorney.

4. **Litigation.** To the extent Owner is no longer the City of Rohnert Park in any capacity, then in the event of litigation occasioned by default of Owner, Owner agrees to pay all costs involved, including reasonable attorney fees. Those costs shall become a part of the lien against the Property.

5. **Design and Construction of Improvements.** The construction of deferred Improvements shall conform to Rohnert Park Municipal Code, Title 16 and all applicable provisions of Rohnert Park Municipal Code in effect at the time of construction.

6. **Remainder.** For a designated remainder parcel, the fulfillment of construction requirements for Improvements is not required until the City is ready to issue a permit or other grant of approval for development of the remainder parcel or until the construction of the Improvements is required under an agreement between Owner and the City. In the absence of an agreement, the City may require fulfillment of the construction requirements within a reasonable time following approval of the final map and before the issuance of a permit or other grant of approval for the development of a remainder parcel upon a finding by the City that fulfillment of the construction requirements is necessary for reasons of (a) the public health and safety; or (b) The required construction is a necessary prerequisite to the orderly development of the surrounding area.

7. **Non-Performance and Costs.** If Owner fails to complete the Improvements within the time specified in this Deferred Improvement Agreement or any approved extension, or to act promptly or in accordance with this Deferred Improvement Agreement, or should an urgency arise that requires the repair or replacement of any Improvements, the City, at its option, may proceed to complete the Improvements by contract or otherwise and Owner, immediately upon demand, shall pay the costs and charges related to said work, together with a 15% overhead charge.

8. **Remedies.** The City may bring legal action to (a) compel performance of this Deferred Improvement Agreement; (b) recover costs of completing the Improvements, including the City's administrative costs. If legal action is brought by the City against an Owner, such Owner shall pay all of the costs of suit and reasonable attorneys' fees, and all other expenses of litigation as determined by the Court.

9. **Inspection by City.** An inspector employed by the City shall inspect all work to be done at the cost and expense of Owner. Owner shall pay the City, on demand, the cost of the inspection in accordance with relevant City ordinances and provisions of the Rohnert Park Municipal Code.

10. **Property Acquisition.** If Owner is unable to acquire property required (if any) for the construction of the Improvements, Owner agrees to execute the standard City Contract for Real Property Acquisition to provide for acquisition through eminent domain.

11. **Indemnification.** Owner agrees to indemnify, defend and hold the City, its elective and appointed boards, commissions, officers, agents, employees and consultants,

harmless from and against any and all claims, liabilities, losses, damages or injuries of any kind (collectively, "Claims") arising out of Owner's, or Owner's contractors', subcontractors', agents' or employees', acts, omissions, or operations under this Deferred Improvement Agreement, including, but not limited to, the performance of the work of the Improvements, whether such acts, omissions, or operations are by Owner or any of Owner's contractors, subcontractors, agents or employees. The aforementioned indemnity shall apply regardless of whether or not City has prepared, supplied or approved plans and/or specifications for any Improvements and regardless of whether any insurance required under this Deferred Improvement Agreement is applicable to any Claims. The City does not and shall not waive any of its rights under this indemnity provision because of its acceptance of any security (whether as a lien against the Property, bonds or insurance) required under the provisions of this Deferred Improvement Agreement.

12. Notices. Formal written notices, demands, correspondence and communications between City and Owner shall be sufficiently given if: (a) personally delivered; or (b) dispatched by next day delivery by a reputable carrier such as Federal Express to the offices of City and Owner indicated below, provided that a receipt for delivery is provided; or (c) dispatched by first class mail, postage prepaid, to the offices of City and Owner indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as either party may from time-to-time designate by next day delivery or by mail as provided in this section.

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

with a copy to: City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928
Attn: City Attorney

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

with a copy to: City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928
Attn: City Attorney

Notices delivered by deposit in the United States mail as provided above shall be deemed to have been served two (2) business days after the date of deposit if addressed to an address within the State of California, and three (3) business days if addressed to an address within the United States but outside the State of California.

13. Miscellaneous Terms and Provisions.

(a) Severability. If any provision of this Deferred Improvement Agreement is held, to any extent, invalid, the remainder of this Deferred Improvement Agreement shall not be affected, except as necessarily required by the invalid provision, and shall remain in full force and effect.

(b) Entire Agreement. This writing contains a full, final and exclusive statement of the contract of the parties regarding deferral of the Improvements. This Deferred Improvement Agreement may not be altered, amended or modified without the written consent of both parties hereto.

(c) Transfers; Assignments; Binding Upon Heirs, Successors and Assigns. If the Property or any portion thereof is transferred (whether voluntarily, involuntarily, by operation of law, or otherwise), then the terms, covenants and conditions of this Deferred Improvement Agreement shall be binding upon Owner's successors and assigns as to the Property or portions thereof transferred, and Owner's obligations hereunder as to those portions of the Property transferred, shall terminate upon transfer thereof. If an Owner ceases to have a legal interest in the Property or any portion thereof, then a notice to that effect shall be filed with the City, however City's prior written approval of any such transfer is not required.

(d) Headings. Section headings in this Deferred Improvement Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Deferred Improvement Agreement.

(e) Governing Law; Venue. This Deferred Improvement Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Deferred Improvement Agreement shall be brought only in the Superior Court of the County of Sonoma, State of California.

(f) Authority. Each party executing this Deferred Improvement Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Deferred Improvement Agreement and perform all of its obligations hereunder. If there is more than one signer of this Deferred Improvement Agreement as Owner, their obligations are joint and several.

IN WITNESS WHEREOF, City and Owner have executed this Deferred Improvement Agreement as of the Effective Date.

"CITY"

CITY OF ROHNERT PARK, a California
municipal corporation

Dated: _____

By: _____
Darrin Jenkins, City Manager
*Authorized by City Council Resolution No. 2017-
_____ adopted by the Rohnert Park City Council
on _____, 2017.*

APPROVED AS TO FORM:

City Attorney

"OWNER"

CITY OF ROHNERT PARK, a California
municipal corporation

Dated: _____

By: _____
Jake Mackenzie, Mayor
*Authorized by City Council Resolution No. 2017-
_____ adopted by the Rohnert Park City Council
on _____, 2017.*

SIGNATURES MUST BE NOTARIZED

EXHIBIT A

Attached copy of Five Creek Subdivision

OWNERS' STATEMENT

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND THAT WE CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE SUBDIVISION BORDER LINES. WE ALSO HEREBY DEDICATE TO THE CITY OF ROHNERT PARK IN FEE FOR PUBLIC USE CARLSON AVENUE, WE ALSO HEREBY DEDICATE LOT 1 TO THE CITY OF ROHNERT PARK IN FEE FOR PUBLIC PARK PURPOSES.

THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE HEREBY DEDICATED TO THE CITY OF ROHNERT PARK, FOR PUBLIC USE, AS EASEMENTS FOR UNDERGROUND AND ABOVEGROUND UTILITIES, AND FOR THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, IMPROVEMENTS AND APPURTENANCES OF CONSTRUCTION, ACCESS, AND MAINTENANCE OF THESE IMPROVEMENTS AND APPURTENANCES.

THE AREAS DESIGNATED AS SAID "PUE" AND/OR SAID "PUBLIC RIGHT-OF-WAY" ARE HEREBY DEDICATED, FOR PUBLIC USE, FOR FIBER OPTIC, STREET LIGHT, SANITARY SEWER, STORM DRAIN, AND WATER USE AND ANY ALL IMPROVEMENTS AND APPURTENANCES OF CONSTRUCTION, ACCESS, AND MAINTENANCE OF THESE IMPROVEMENTS AND APPURTENANCES.

THE AREAS DESIGNATED AS "WATER LINE EASEMENT" OR "WLE" ARE HEREBY DEDICATED TO THE CITY OF ROHNERT PARK AS AN EASEMENT, FOR PUBLIC USE, FOR UNDERGROUND WATER AND RECYCLED WATER USE AND ANY ALL IMPROVEMENTS AND APPURTENANCES OF CONSTRUCTION, ACCESS, AND MAINTENANCE OF THESE IMPROVEMENTS AND APPURTENANCES.

THE AREAS DESIGNATED AS "PUBLIC SIDEWALK EASEMENT" OR "SWE" ARE HEREBY DEDICATED AS TO THE CITY OF ROHNERT PARK, AS AN EASEMENT, FOR PUBLIC USE, FOR SIDEWALK USE AND ANY ALL IMPROVEMENTS AND APPURTENANCES INSTALLED, INCLUDING THE CONSTRUCTION, ACCESS, AND MAINTENANCE OF THESE IMPROVEMENTS AND APPURTENANCES.

THE AREAS DESIGNATED AS "PRIVATE DRAINAGE EASEMENT" OR "PDE" AND "PRIVATE SEWER EASEMENT" OR "PSE", PRIVATE ACCESS EASEMENT OR "PAE", ARE HEREBY DEDICATED AS EASEMENTS FOR PRIVATE USE APPURTENANT TO THE PARCELS SHOWN ON THIS MAP.

THE MAP SHOWS ALL THE EASEMENTS ON THE PREMISES, OR OF RECORD WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT NUMBER 05A-4980050, DATED APRIL 4, 2017 PREPARED BY THE CITY OF ROHNERT PARK. ALL INTEREST IN SUB-SURFACE WATER RIGHTS BELOW 300 FEET THAT THEY MAY HAVE.

CITY OF ROHNERT PARK, A MUNICIPAL CORPORATION.

JAKE MACKENZIE, MAYOR

DATE

OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE FACTS OF THE SIGNATURES OF THE PERSON(S) WHOSE NAMES ARE SET FORTH IN THE ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF SONOMA

ON _____ BEFORE ME, _____

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TITLE COMPANY - FIRST AMERICAN TITLE COMPANY - ORDER NO. 05A-4980050

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY MADE IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT, AND LOCAL ORDINANCE AT THE REQUEST OF THE CITY OF ROHNERT PARK IN MARCH, 2017. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND LOCATION SHOWN ON THE TENTATIVE MAP, AND THAT THE SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: _____ 201__

SIGNED: ANTHONY G. CINQUINI P.L.S. 8614
EXP: 12/31/17

CITY ENGINEER'S STATEMENT

I, MARY GRACE PAWSON, CITY ENGINEER OF THE CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "FIVE CREEK SUBDIVISION" THAT SAID FINAL MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND I HAVE APPROVED ALTERATIONS THEREOF, AS WELL AS THE EASEMENTS, DEDICATIONS, AND MONUMENTS SHOWN ON THE TENTATIVE MAP, NUMBER 2017-01, AND THAT ALL OF THE PROVISIONS OF STATE AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

SIGNED: MARY GRACE PAWSON, R.C.E. 44973
EXP: 03/31/18
CITY ENGINEER, CITY OF ROHNERT PARK

DATED: _____

CITY SURVEYOR'S STATEMENT

I, JOHN L. MOE, CITY SURVEYOR OF THE CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA, HEREBY STATE THAT THIS SUBDIVISION WAS EXAMINED BY ME OR UNDER MY DIRECTION ON BEHALF OF THE CITY OF ROHNERT PARK AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

SIGNED: JOHN L. MOE, P.L.S. 8400
EXP: 06/30/18
ACTING CITY SURVEYOR, CITY OF ROHNERT PARK

DATED: _____

CITY CLERK'S STATEMENT

I, JOANNE M. BUEGLER, CITY CLERK OF THE CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP ENTITLED "FIVE CREEK SUBDIVISION" WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AS PROVIDED BY LAW, AND THAT SAID CITY COUNCIL DID THEREUPON APPROVE SAID MAP AND ACCEPT ON BEHALF OF THE PUBLIC ALL PARCELS OF LAND AS OFFERED FOR DEDICATION, ABUTTER'S RIGHTS OF ACCESS, AND SUBSURFACE WATER RIGHTS, SUBJECT TO THE ACCEPTANCE OF IMPROVEMENTS IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE ORDER OF THE PUBLIC RIGHT-OF-WAY DEDICATIONS ALONG CARLSON AVENUE IN FEE, LOT 1 IN FEE, AND PUBLIC UTILITY EASEMENT, WATER LINE EASEMENT AND PUBLIC SIDEWALK EASEMENT AS EASEMENTS WITH THIS MAP. I FURTHER STATE THAT ALL AGREEMENTS AND BONDS REQUIRED BY LAW TO ACCOMPANY THE MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF ROHNERT PARK, AND ARE ON FILE IN MY OFFICE.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HANDS THIS _____ DAY OF _____ 201__

JOANNE M. BUEGLER, CITY CLERK
CITY OF ROHNERT PARK, A MUNICIPAL CORPORATION,
STATE OF CALIFORNIA.

SPECIAL ASSESSMENTS CERTIFICATE

I, JOANNE M. BUEGLER, IN AND FOR THE CITY OF ROHNERT PARK, A MUNICIPAL CORPORATION, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT AS OF THIS DATE, THERE ARE NO SPECIAL ASSESSMENTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO OTHER THAN THOSE WHICH HAVE BEEN RECORDED AND OF WHICH THE SONOMA COUNTY TREASURER'S OFFICE SHOULD BE AWARE.

JOANNE M. BUEGLER, CITY CLERK
CITY OF ROHNERT PARK, A MUNICIPAL CORPORATION,
STATE OF CALIFORNIA.

DATED: _____

COUNTY CLERK'S CERTIFICATE

I CERTIFY THAT ALL BONDS, MONEY OR NEGOTIABLE BONDS REQUIRED UNDER THE PROVISIONS OF THE SUBDIVISION MAP ACT TO SECURE THE PAYMENT OF TAXES AND ASSESSMENTS HAVE BEEN FILED WITH AND APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, NAMELY: BOND(S) UNDER GOVERNMENT CODE SECTIONS 66483(G) AND 66483(G) IN SUMS OF \$ _____ AND \$ _____, RESPECTIVELY. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS _____ DAY OF _____ 201__

CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SONOMA, STATE OF CALIFORNIA

COUNTY TAX COLLECTOR'S CERTIFICATE

ACCORDING TO THE RECORDS IN THE OFFICE OF THE UNDERSIGNED, THERE ARE NO LENS AGAINST THIS SUBDIVISION, OR ANY PART THEREOF, FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT AS TO THE SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE IS \$ _____. THE LAND IN SAID SUBDIVISION IS NOT SUBJECT TO A SPECIAL ASSESSMENT OR BOND WHICH MAY BE PAID IN FULL, EXCEPT SPECIAL ASSESSMENTS FOR BONDS PAYABLE IN FULL FOR WHICH I ESTIMATE THAT THE AMOUNT REQUIRED FOR FULL PAYMENT IS \$ _____

DATED: _____
TAX COLLECTOR
COUNTY OF SONOMA, STATE OF CALIFORNIA

COUNTY RECORDER'S STATEMENT

THIS MAP ENTITLED "FIVE CREEK SUBDIVISION" IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER A COPY OF TITLE _____ 201__ FIRST AMERICAN TITLE COMPANY, DATED THE _____ DAY OF _____, 201__.

I DEEM THAT SAID MAP COMPLES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAW AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS. FILED THIS _____ DAY OF _____ 201__ AT _____ M
IN BOOK _____ OF MAPS, AT PAGE(S) _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AT THE REQUEST OF MARY GRACE PAWSON, CITY ENGINEER, CITY OF ROHNERT PARK.

FEES: \$ _____ SIGNED _____
WILLIAM ROUSSEAU
COUNTY RECORDER, COUNTY OF SONOMA
STATE OF CALIFORNIA
DOCUMENT NO. _____ BY: _____

GEOTECHNICAL SOILS REPORT

A SOILS REPORT HAS BEEN PREPARED BY WALLACE KUHLE & ASSOCIATES, PROJECT NO. 1090601, DATED JUNE 20, 2016 AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER OF THE CITY OF ROHNERT PARK, COUNTY OF SONOMA, STATE OF CALIFORNIA.

CERTIFICATE SHEET

FIVE CREEK SUBDIVISION

BEING A PORTION OF THE LANDS OF THE CITY OF ROHNERT PARK, AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT 2001-173231 OFFICIAL RECORDS, SONOMA COUNTY RECORDS, ALSO BEING LOT 1 AS SHOWN ON PARCEL MAP NO. 180, RECORDED IN BOOK 736 OF MAPS AT PAGES 30 THROUGH 32, SONOMA COUNTY RECORDS.

CITY OF ROHNERT PARK

COUNTY OF SONOMA STATE OF CALIFORNIA
5 LOTS 15.26 ACRES



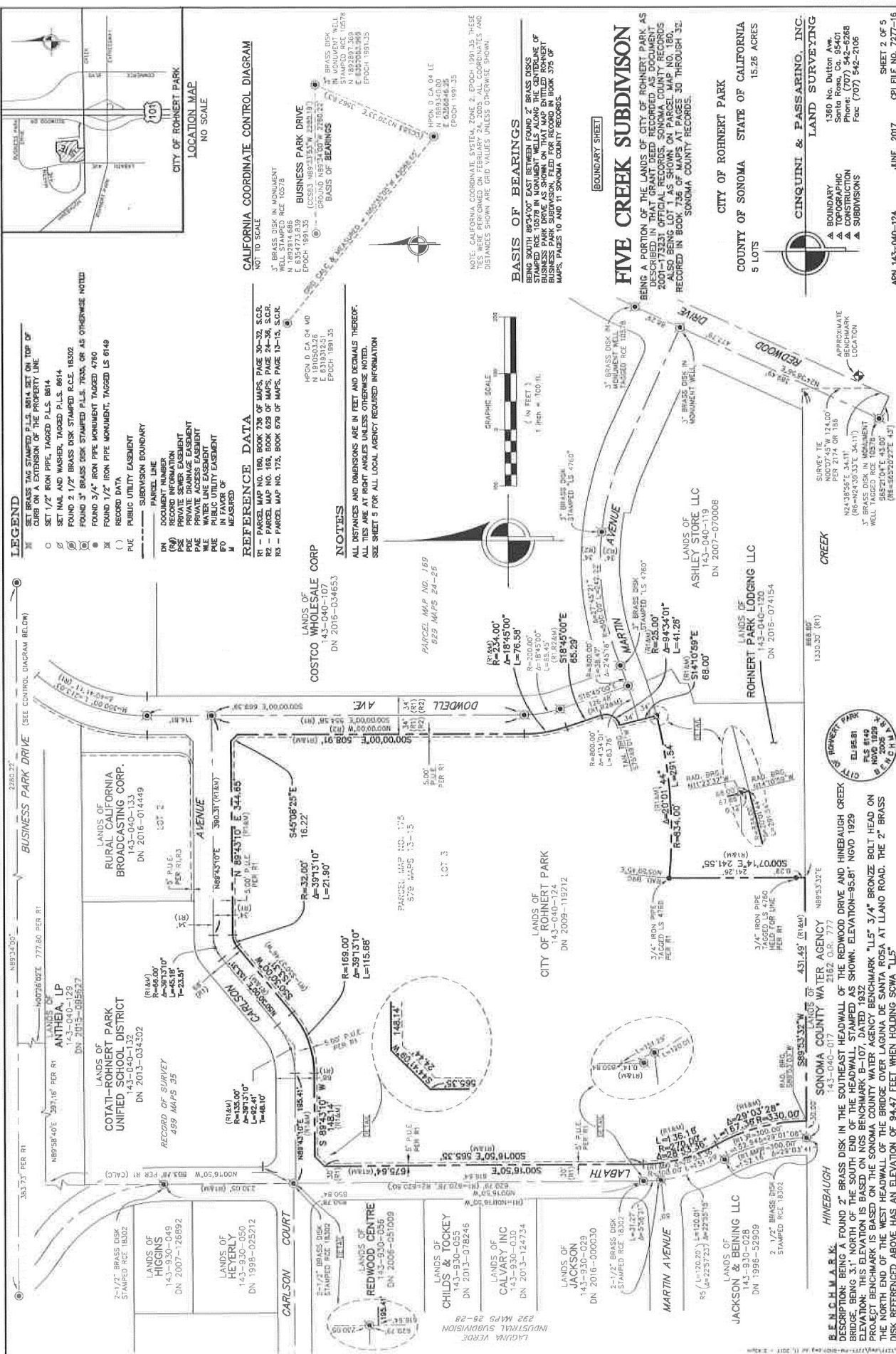
▲ BOUNDARY
▲ TOPOGRAPHIC
▲ ELEVATION
▲ SUBDIVISIONS

1360 No. Dutton Ave.
Santa Rosa, Ca. 95401
Phone (707) 534-8888
Fax (707) 542-2106

APN 143-046-124

JUNE 2017

SHEET 1 OF 5



LEGEND

- SET BRASS TAG STAMPED P.L.S. 8614 SET ON TOP OF CURB ON AN EXTENSION OF THE PROPERTY LINE
- SET 1/2" IRON PIPE, TAGGED P.L.S. 8614
- SET NAIL AND WASHER, TAGGED P.L.S. 8614
- FOUND 2 1/2" BRASS DISK STAMPED R.C.E. 18302
- FOUND 3" BRASS DISK STAMPED P.L.S. 7933, OR AS OTHERWISE NOTED
- FOUND 3/4" IRON PIPE MONUMENT, TAGGED 4780
- FOUND 1/2" IRON PIPE MONUMENT, TAGGED LS 6149
- RECORD DATA
- PUBLIC UTILITY EASEMENT
- SUBDIVISION BOUNDARY
- DOCUMENT NUMBER
- RECORD INFORMATION
- PRIVATE DRAINAGE EASEMENT
- PRIVATE ACCESS EASEMENT
- WATER LINE EASEMENT
- PAVE IN FAVOR OF
- MEASURED

REFERENCE DATA

R1 - PARCEL MAP NO. 180, BOOK 726 OF MAPS, PAGE 9-32, S.C.R.

R2 - PARCEL MAP NO. 189, BOOK 629 OF MAPS, PAGE 24-36, S.C.R.

R3 - PARCEL MAP NO. 175, BOOK 679 OF MAPS, PAGE 13-15, S.C.R.

USDA 0 CA 04 MO

E 6319312.51

EPOCH 1991.35

NOTES

ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

ALL TIES ARE AT RIGHT ANGLES UNLESS OTHERWISE NOTED.

SEE SHEET 5 FOR ALL LOCAL AGENCY REQUIRED INFORMATION.

BOUNDARY SHEET

BEING SOUTH 87°34'00" EAST BETWEEN FOUND 2" BRASS DISKS STAMPED R.C.E. 18302 IN SONOMA COUNTY RECORDS 2007-073331 OFFICIAL RECORDS. SONOMA COUNTY RECORDS 2007-073331 OFFICIAL RECORDS. SONOMA COUNTY RECORDS 2007-073331 OFFICIAL RECORDS. SONOMA COUNTY RECORDS 2007-073331 OFFICIAL RECORDS. SONOMA COUNTY RECORDS 2007-073331 OFFICIAL RECORDS.

FIVE CREEK SUBDIVISION

BEING A PORTION OF THE LANDS OF CITY OF ROHNERT PARK AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT 2007-073331 OFFICIAL RECORDS. SONOMA COUNTY RECORDS 2007-073331 OFFICIAL RECORDS. SONOMA COUNTY RECORDS 2007-073331 OFFICIAL RECORDS. SONOMA COUNTY RECORDS 2007-073331 OFFICIAL RECORDS. SONOMA COUNTY RECORDS 2007-073331 OFFICIAL RECORDS.

CITY OF ROHNERT PARK

COUNTY OF SONOMA STATE OF CALIFORNIA

5 LOTS

15.26 ACRES

CINQUINI & PASSARINO, INC.

LAND SURVEYING

1300 No. Dutton Ave.

Santa Rosa, Ca. 95401

Phone: (707) 542-6288

Fax: (707) 542-2106

APN 143-040-124 JUNE 2017 SHEET 2 OF 5

LEGEND

- ⊗ SET BRASS TAG STAMPED P.L.S. 8814 SET ON TOP OF 1/2" IRON PIPE, TAGED P.L.S. 8814
- SET 1/2" IRON PIPE, TAGED P.L.S. 8814
- ⊗ SET NAIL AND WASHER, TAGED P.L.S. 8814
- ⊗ SET STANDARD CITY WELL MONUMENT, TAGED P.L.S. 8814
- ⊗ FOUND 2 1/2" BRASS DISK STAMPED P.L.S. 1832
- ⊗ FOUND 3" BRASS DISK STAMPED P.L.S. 7653, OR AS OTHERWISE NOTED
- ⊗ FOUND 3/4" IRON PIPE MONUMENT, TAGED 4780
- ⊗ FOUND 1/2" IRON PIPE MONUMENT, TAGED L.S. 8149
- ⊗ RECORD DATA
- PUBLIC UTILITY EASEMENT
- SUBDIVISION BOUNDARY
- PARCEL LINE
- ON DOCUMENT NUMBER
- ON PRIVATE SEWER EASEMENT
- ON PRIVATE DRAINAGE EASEMENT
- ON PRIVATE EASEMENT
- ON PUBLIC UTILITY EASEMENT
- ON PUBLIC SIDEWALK EASEMENT
- ON WATER LINE EASEMENT
- ON EASEMENT OF RECORD
- ON MEASURED



NOTES

ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
ALL TIES ARE AT RIGHT ANGLES UNLESS OTHERWISE NOTED.
SEE SHEET 5 FOR ALL LOCAL AGENCY REQUIRED INFORMATION.

MAP SHEET

FIVE CREEK SUBDIVISION
BEING A PORTION OF THE LANDS OF CITY OF ROHNERT PARK AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT 2001-173231 OFFICIAL RECORDS, SONOMA COUNTY RECORDS. ALSO BEING LOT 1 AS SHOWN ON PARCEL MAP NO. 180, RECORDED IN BOOK 736 OF MAPS, PAGES 30 THROUGH 32, SONOMA COUNTY RECORDS.

CITY OF ROHNERT PARK
COUNTY OF SONOMA STATE OF CALIFORNIA
5 LOTS
15.26 ACRES



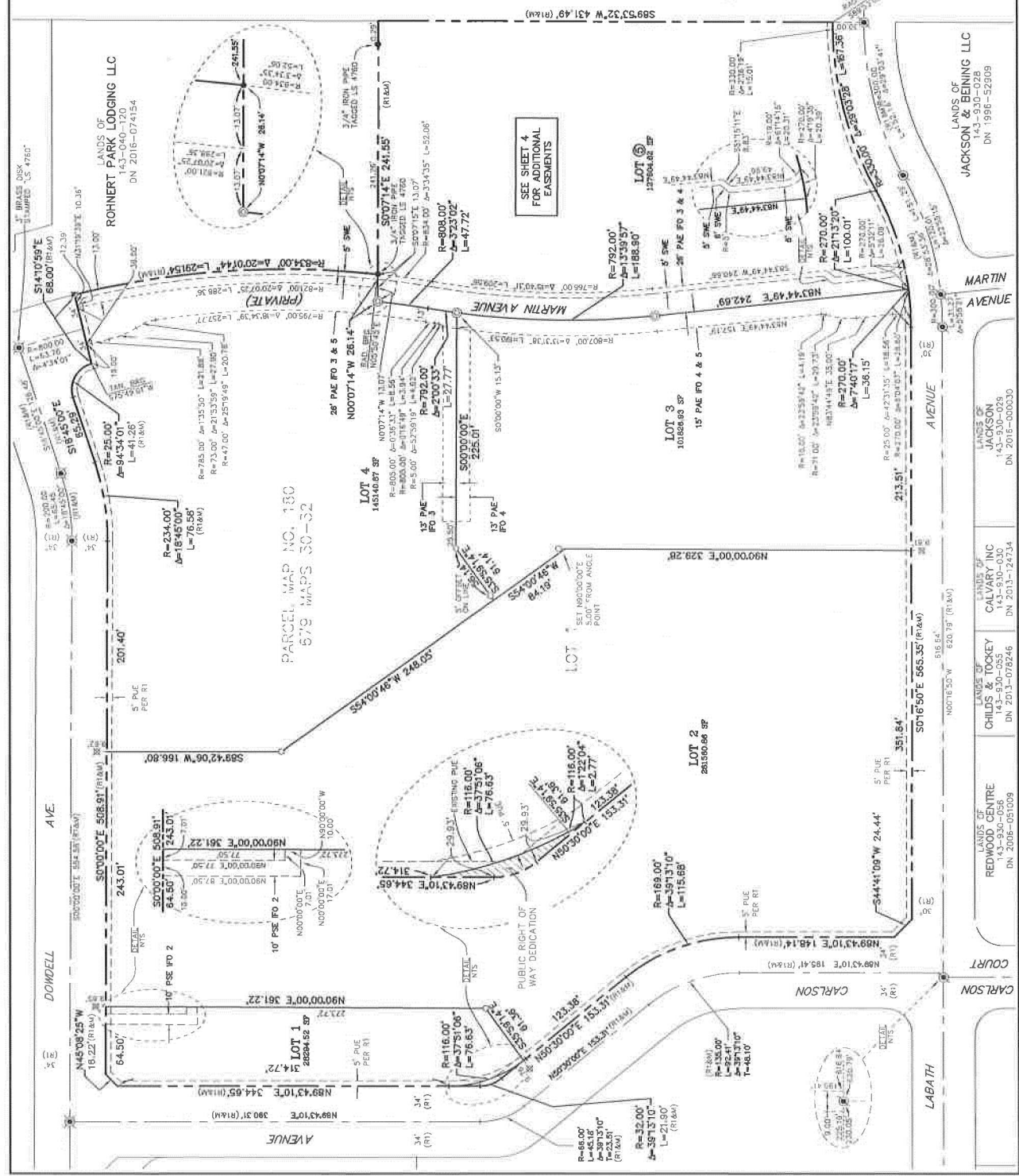
CINQUINI & PASSARINO, INC.
LAND SURVEYING

- ▲ BOUNDARY
- ▲ CONSTRUCTION
- ▲ SUBDIVISIONS

1360 No. Dutton Ave.
Petaluma, CA 94951
Phone (707) 542-4048
Fax (707) 542-2108

APN 143-040-124 JUNE 2017 CPI FILE NO. 7277-5

SHEET 3 OF 5



LANDS OF
JACKSON & BEINING LLC
143-330-028
DN 1996-52909

LANDS OF
JACKSON
143-330-030
DN 2015-000330

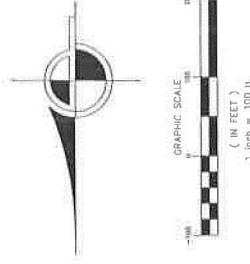
LANDS OF
CALVARY INC
143-330-030
DN 2015-74734

LANDS OF
CHILD & TOCKEY
143-330-030
DN 2015-078246

LANDS OF
REDWOOD CENTRE
143-330-030
DN 2008-051008

NOTES

1. PRIOR TO ISSUANCE OF BUILDING PERMITS, ALL APPLICABLE DEVELOPMENT IMPACT FEES SHALL BE PAID TO THE SATISFACTION OF THE BUILDING OFFICIAL AND IN ACCORDANCE WITH CITY OF ROHNERT PARK LOCAL ORDINANCES.
2. ALL FENCES, SOUNDWALLS AND RETAINING WALLS SHALL BE CONSTRUCTED ON PRIVATE PROPERTY AND MAINTAINED BY THE PRIVATE PROPERTY OWNER, UNLESS SPECIFICALLY DEDICATED TO AND ACCEPTED BY THE CITY.
3. PROJECT BENCHMARK: BEING A FOUND 2" BRASS DISK IN THE SOUTHEAST HEADWALL OF THE REDWOOD DRIVE AND HINEBAUGH CREEK BRIDGE, BEING 3.1 FEET NORTH OF THE SOUTH END OF THE HEADWALL ELEVATION = 94.47 FEET. THE ELEVATION IS BASED ON SONA BENCHMARK, WEST 3/4" HORIZONTAL DISTANCE FROM THE BENCHMARK TO THE HEADWALL OF THE BRIDGE OVER LAGUNA DE SANTA ROSA AT LLANO ROAD. (NGVD 1929)



LOCAL AGENCY SHEET

FIVE CREEK SUBDIVISION
 BEING A PORTION OF THE LANDS OF CITY OF ROHNERT PARK AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT 2001-173231 OFFICIAL RECORDS, SONOMA COUNTY RECORDS ALSO BEING LOT 1 AS SHOWN ON PARCEL MAP NO. 180, RECORDED IN BOOK 73 OF PARCEL MAPS 30 THROUGH 32, SONOMA COUNTY RECORDS.

CITY OF ROHNERT PARK
 COUNTY OF SONOMA STATE OF CALIFORNIA
 5 LOTS
 15.26 ACRES

CINQUINI & PASSARINO, INC.
 LAND SURVEYING
 1360 Ho. Dutton Ave.
 Sonoma, CA 94960
 Phone (707) 542-6268
 Fax (707) 542-2106

APN 143-348-124 JUNE 2017 CPI FILE NO. 7277-15 SHEET 5 OF 5

