

RESOLUTION NO. 2017-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK APPROVING THE GRANT OF TWO EASEMENTS TO SONOMA COUNTY WATER AGENCY FOR THE PURPOSE OF SERVING THE HIGH PRESSURE TRANSMISSION LINE THROUGH ROHNERT PARK

WHEREAS, the Sonoma County Water Agency (SCWA) provides water to a number of cities and water districts, including the City of Rohnert Park, through its water transmission system; and

WHEREAS, SCWA's operation and maintenance of its transmission system is critical to the delivery of a reliable water supply to residents and business in the City; and

WHEREAS, SCWA is planning to construct monitoring wells along its transmission main easement, located within City property in some areas, in order to monitor for pipeline performance and leaks, and two of these wells utilize portions of City property for access and infrastructure; and

WHEREAS, SCWA was historically able to access its high pressure transmission line in Rohnert Park through driveways that are now inaccessible due to improvements to the railroad and adjacent pathway; and

WHEREAS, the City-owned Golf Course (Assessor's Parcel Number (APN) 143-360-046) provides an alternative route for SCWA to access the existing SCWA transmission main easement; and

WHEREAS, the City-owned landscape strip north of Southwest Boulevard (APN 143-480-010) is also a practical location for electrical equipment that services one of the monitoring wells; and

WHEREAS, SCWA has requested permanent access and equipment location easements across the subject properties; and

WHEREAS, the City is willing to grant the easements in consideration of the benefit of having the transmission line that serves Rohnert Park and other agencies monitored and serviced, and for a fair market value of \$2,750;

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 SCWA for the purpose of accessing and servicing its transmission main, monitoring wells, and locating equipment to support the monitoring of the wells with the following conditions:

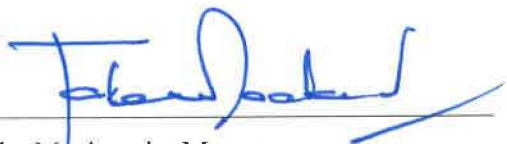
1. New power service lines must not be run overhead and must not be visible to the public
2. As required, significant above ground improvements, such as equipment, must be reviewed by the planning department prior issuing permits for the project

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

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to take any and all actions necessary to record the transaction in accordance with generally accepted accounting principles (GAAP).


DULY AND REGULARLY ADOPTED this 8th day of August, 2017.

CITY OF ROHNERT PARK



Jake Mackenzie, Mayor

ATTEST:



JoAnne M. Buergler, City Clerk

Attachment: Exhibit A

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

**RECORDED AT NO FEE PER
GOVERNMENT CODE § 6103
RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403

EASEMENT AND AGREEMENT

This Easement and Agreement ("Agreement") is made by and between the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California (hereinafter referred to as "Water Agency") and the **City of Rohnert Park**, a political subdivision of the State of California (hereinafter referred to as "Grantor").

RECITALS

WHEREAS, Grantor is the owner of certain real property in Sonoma County, California, more particularly described as follows:

Real property described in that certain Grant Deed recorded on May 18, 1973 in Book 2763, beginning at Page 769, Official Records of the County of Sonoma, being a portion of Lot C as shown and designated upon the Map of Colegio Vista Unit 3, filed on May 3, 1973, in Book 184, beginning at Page 47, Official Records of Sonoma County, and identified by the Sonoma County Assessor's Office as Assessor's Parcel Numbers 143-480-010 (hereafter referred to as the "Grantor's Property").

WHEREAS, Water Agency owns and operates a water transmission pipeline within an existing easement in Sonoma County, California, more particularly described as follows:

Being that certain easement recorded on July 12, 1963 in Book 1973, beginning at Page 700, Official Records of Sonoma County, (hereafter referred to as the "Aqueduct Easement").

WHEREAS, Water Agency requires a permanent easement over Grantor's Property within that certain real property described in Exhibit "A" (hereafter "the Easement Area"), attached hereto, and by this reference hereby made a part of this Easement Access Agreement, for the purposes of construction, maintenance, operation, inspection, repair, alteration, enlargement, and reconstruction of appurtenances needed in connection with one or more water transmission pipelines located within the Water Agency's Aqueduct Easement.

NOW, THEREFORE, for good and valuable consideration and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, Grantor and Water Agency covenant and agree as follows:

AGREEMENT

1. **GRANT OF NON-EXCLUSIVE EASEMENT:** Grantor does hereby grant to the Water Agency an easement for construction, maintenance, operation, inspection, repair, alteration, enlargement, and reconstruction of appurtenances relating to one or more water transmission pipelines, within the Easement Area. Grantor shall not be responsible for the cost of recording this Agreement or any accompanying Deed.
2. **FURTHER DESCRIPTION OF EASEMENT OVER GRANTOR'S PROPERTY:** The easement granted over the Easement Area is a perpetual easement and right-of-way for the purposes described herein. The easement does not confer any responsibility or liability on the Water Agency for any hazardous materials, hazardous substances, or hazardous waste, as those terms are defined in any Federal, state or local law.
3. **TERM AND COMPENSATION:** The easement granted herein shall continue indefinitely. Immediately upon execution of this Agreement, the Water Agency shall issue and deliver payment in the amount of five hundred dollars and zero cents (\$500.00) to Grantor.
4. **INDEMNIFICATION:** Each party (the "Indemnifying Party") agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the "Indemnified Party"), its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including either party, arising out of or caused by the negligence or willful misconduct of the Indemnifying Party, except to the extent that such actions, claims, damages, disabilities or expenses arise out of or are caused by the negligence or willful misconduct of the Indemnified Party. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Grantor or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. **GRANTOR STATEMENT:** Grantor represents that Grantor is not aware of any hazardous, toxic or petroleum product substances or materials in, on or near the subject property.
6. **IMMEDIATE ACCESS:** Grantor hereby grants permission to Water Agency, acting through its duly authorized agents, representatives, or contractors, to enter upon that portion of Grantor's property needed in order to undertake the inspection activities referred to herein. It is understood that Grantor does not waive liability of Water Agency or Water Agency's contractor for injury to person or property arising out of negligence in conducting such activities.

7. **SUCCESSORS:** This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, heirs, assigns, and transferees, and all covenants shall apply to and run with the land.

8. **NOTIFICATION:** In the event Grantor sells, conveys, or assigns any property interests encumbered by this Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as included herein.

9. **SURVIVAL OF AGREEMENT:** This Agreement, including all representations, warranties, covenants, agreements, releases and other obligations contained herein shall survive the closing of this transaction and the recordation of this easement agreement.

10. **ENTIRE UNDERSTANDING:** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure §1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

11. **SIGNATURES OF GRANTOR:** Grantor represents and warrants that (a) Grantor is the sole legal and lawful owner of the Property, (b) Grantor has the requisite authority to execute this agreement on behalf of the interest they represent herein, and to grant the easement conveyed herein to the Agency, and (c) no other party has any legal or equitable claim to or interest in the Property.

12. **SUBORDINATION AGREEMENT:** Grantor warrants that Grantor is the owner in fee simple of the Property, and that on the date it executed this Agreement the Grantor's Property was not subject to any deeds of trust or other encumbrance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Grantor:

Executed by the City of Rohnert Park this _____ day of _____,
20____:

By: _____
Darrin Jenkins
City Manager

Sonoma County Water Agency:

Executed by the Sonoma County Water Agency this _____ day of _____, 20____,
pursuant to authority granted by Agenda Item No. 1 dated March 21, 2017:

By: _____
Grant Davis
General Manager

Approved as to Form:

By: _____ Date: _____
Deputy County Counsel

CALIFORNIA ALL-PURPOSE 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 _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) 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(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.

Place Notary Seal Above

Signature _____
Signature of Notary Public

Exhibit "A"
Legal Description
Easement Area

Real Property situated in the City of Rohnert Park, County of Sonoma, State of California,
described as follows:

That portion of the real property described in that certain Grant Deed recorded on May 18,
1973 in Book 2763, beginning at Page 769, Official Records of the County of Sonoma, being a
portion of Lot C as shown and designated upon the Map of Colegio Vista Unit 3, filed on May 3,
1973, in Book 184, beginning at Page 47, Official Records of Sonoma County, and being more
particularly described as follows:

The westerly 27.00 feet of the southerly 10.00 feet of said Lot C, containing 270 square feet,
more or less and being a portion of APN 143-480-0110.

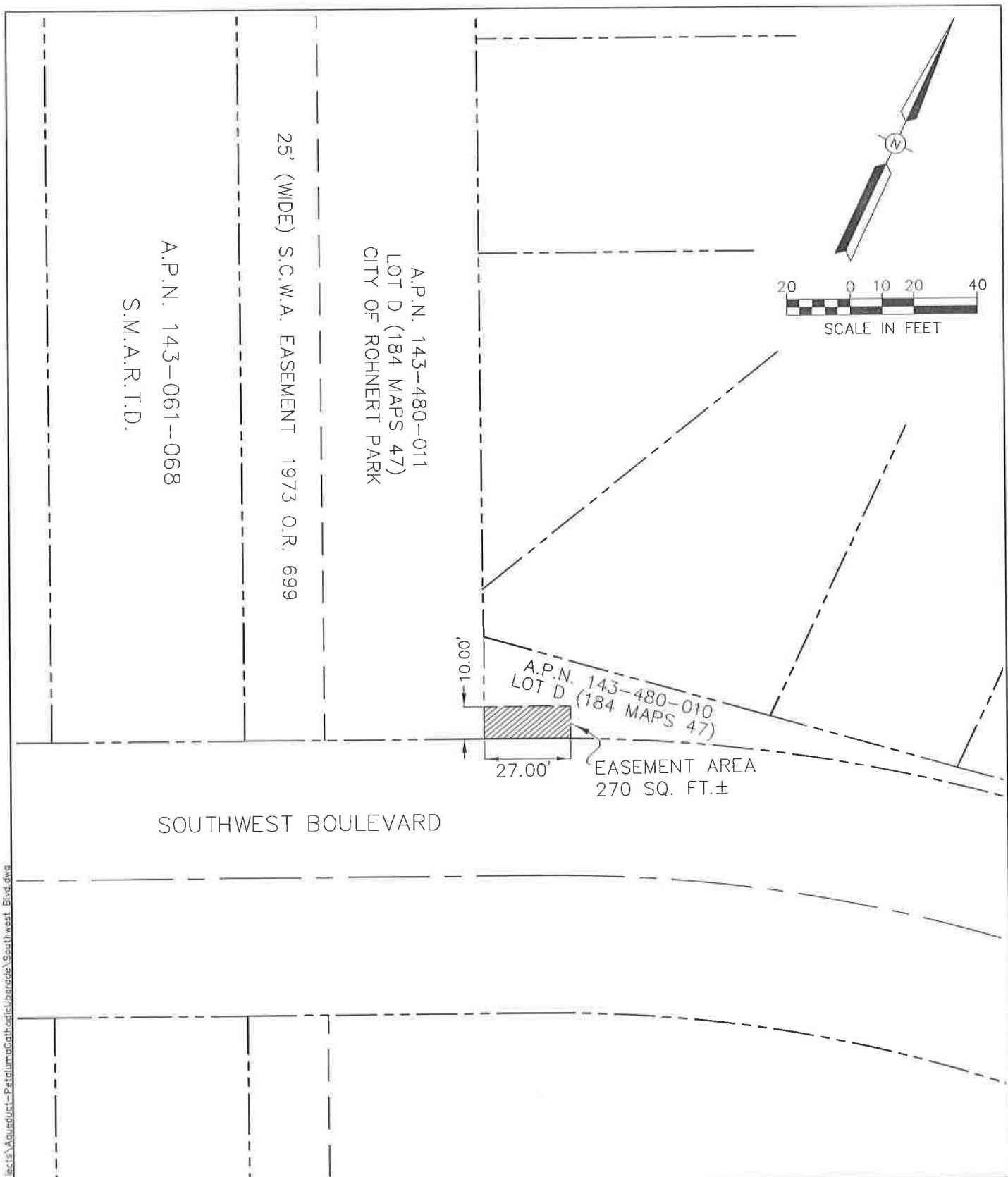
This legal description and its accompanying plat were prepared by me in March 2017.




John Monaghan, L.S. 6122

3.31.17
Date

\\SD-Data\Survey\Land Projects\Aqueduct-PetalumaCathodicUpgrade\Southwest Blvd.dwg



REVISIONS		
REV.	DATE	BY

Petaluma Aqueduct - Cathodic Upgrade Project	
EXHIBIT "A-1"	
EASEMENT AREA	
CP - STATION NO.4	

PROJECT/TASK: T0188C012	
DATE :	03/31/17
DRAWN BY:	JM
CHECKED BY:	
SHEET NO.	1 OF 1

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Easement and Agreement dated _____, from the County of Sonoma, a political subdivision of the State of California, to the Sonoma County Water Agency, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, is hereby accepted pursuant to authority by Resolution No. 10-0140a of the Board of Directors of the Sonoma County Water Agency on February 24, 2010

Sonoma County Water Agency

Dated: _____

Grant Davis
General Manager

**RECORDED AT NO FEE PER
GOVERNMENT CODE § 6103
RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403

ACCESS EASEMENT AND AGREEMENT

This Access Easement and Agreement ("Agreement") is made by and between the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California (hereinafter referred to as "Water Agency") and the **City of Rohnert Park**, a municipal corporation (hereinafter referred to as "Grantor").

RECITALS

WHEREAS, Grantor is the owner of certain real property in Sonoma County, California, more particularly described as follows:

Being the lands of the City of Rohnert Park as described in that certain Quitclaim Deed, recorded on September 7, 2001 as Document Number 2001122927, Official Records of Sonoma County and identified by the Sonoma County Assessor's Office as Assessor's Parcel Number 143-360-046 (hereafter referred to as the "Grantor's Property").

WHEREAS, Water Agency owns and operates a water transmission pipeline within an existing easement in Sonoma County, California, more particularly described as follows:

Being those certain easements recorded on July 12, 1963 in Book 1973, beginning at Page 703, and Book 1973, beginning at Page 706, Official Records of Sonoma County, (hereafter referred to as the "Aqueduct Easement").

WHEREAS, Water Agency requires a permanent easement over Grantor's Property within that certain real property described in Exhibit "A" (hereafter "the Easement Area"), for ingress to and egress from the Water Agency's Aqueduct Easement over and across roads and lanes thereon, if such there be, otherwise by such roads or routes through Grantor's Property as shall occasion the least practicable damage and inconvenience to Grantor, for the purposes of ingress to and egress from the Aqueduct Easement for the purpose of construction, maintenance, operation, inspection, repair, alteration, enlargement, and reconstruction of one or

more water transmission pipelines, and all necessary appurtenances thereto located within the Aqueduct Easement.

NOW, THEREFORE, for good and valuable consideration and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, Grantor and Water Agency covenant and agree as follows:

AGREEMENT

1. **GRANT OF NON-EXCLUSIVE EASEMENT:** Grantor does hereby grant to the Water Agency an easement for ingress and egress to the Aqueduct Easement for construction, maintenance, operation, inspection, repair, alteration, enlargement, and reconstruction of one or more water transmission pipelines, and all necessary appurtenances thereto within the Aqueduct Easement. Grantor shall not be responsible for the cost of recording this Agreement or any accompanying Deed.
2. **FURTHER DESCRIPTION OF EASEMENT OVER GRANTOR'S PROPERTY:** The easement granted over the Easement Area is a perpetual easement and right-of-way for the purposes described herein. The easement does not confer any responsibility or liability on the Water Agency for any hazardous materials, hazardous substances, or hazardous waste, as those terms are defined in any Federal, state or local law.
3. **TERM AND COMPENSATION:** The easement granted herein shall continue indefinitely. Immediately upon execution of this Agreement, the Water Agency shall issue and deliver payment in the amount of two thousand two hundred fifty dollars and zero cents (\$2,250.00) to Grantor.
4. **INDEMNIFICATION:** Each party (the "Indemnifying Party") agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the "Indemnified Party"), its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including either party, arising out of or caused by the negligence or willful misconduct of the Indemnifying Party, except to the extent that such actions, claims, damages, disabilities or expenses arise out of or are caused by the negligence or willful misconduct of the Indemnified Party. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Grantor or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. **ACCESS NOTIFICATION:** Grantee shall notify Grantor 48 hours prior to entering Grantor's property.
6. **GRANTOR STATEMENT:** Grantor represents that Grantor is not aware of any hazardous, toxic or petroleum product substances or materials in, on or near the subject property.
7. **IMMEDIATE ACCESS:** Grantor hereby grants permission to Water Agency, acting through its duly authorized agents, representatives, or contractors, to enter upon that portion of Grantor's

property needed in order to undertake the inspection activities referred to herein. It is understood that Grantor does not waive liability of Water Agency or Water Agency's contractor for injury to person or property arising out of negligence in conducting such activities.

8. **SUCCESSORS**: This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, heirs, assigns, and transferees, and all covenants shall apply to and run with the land.

9. **NOTIFICATION OF SUCCESSORS**: In the event Grantor sells, conveys, or assigns any property interests encumbered by this Agreement, Grantor shall notify the successor or assignee of the rights and obligations of both parties as included herein.

10. **SURVIVAL OF AGREEMENT**: This Agreement, including all representations, warranties, covenants, agreements, releases and other obligations contained herein shall survive the closing of this transaction and the recordation of this easement agreement.

11. **ENTIRE UNDERSTANDING**: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure §1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12. **SIGNATURES OF GRANTOR**: Grantor represents and warrants that (a) Grantor is the sole legal and lawful owner of the Property, (b) Grantor has the requisite authority to execute this agreement on behalf of the interest they represent herein, and to grant the easement conveyed herein to the Agency, and (c) no other party has any legal or equitable claim to or interest in the Property.

13. **SUBORDINATION AGREEMENT**: Grantor warrants that Grantor is the owner in fee simple of the Property, and that on the date it executed this Agreement the Grantor's Property was not subject to any deeds of trust or other encumbrance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Grantor:

By: _____ Date: _____
Darrin Jenkins
City Manager

Sonoma County Water Agency:

Executed by the Sonoma County Water Agency this _____ day of _____, 20____, pursuant to authority granted by Agenda Item No. 1 dated March 21, 2017:

By: _____
Grant Davis
General Manager

Approved as to Form:

By: _____ Date: _____
Deputy County Counsel

EXHIBIT "A"
Legal Description
Easement Area
Foxtail Golf Course – Rohnert Park

Real Property situated in City of Rohnert Park, County of Sonoma, State of California, described as follows:

A portion of the real property conveyed to the City of Rohnert Park by (i) that certain Corporation Grant Deed recorded July 18, 1984 as document 1984-048956, and (ii) that certain Quitclaim Deed recorded September 7, 2001 as document 2001-122927, Official Records of Sonoma County, (the hereinabove real property being hereinafter collectively referred to as the "Lands of the City") and which is more particularly described as follows:

Segment A

A strip of land 30.00 feet in in width, lying 15.00 feet each side of the following described centerline:

Commencing for reference at a brass disk monument in a street well marking the centerline of Golf Course Drive, 168.01 feet northwesterly of its intersection with the center of Red Lion Drive (now Doubletree Drive) as shown upon that certain map entitled Rohnert Park Parcel Map No. 160, filed for record in book 555 of Maps, beginning at page 43, Official Records of Sonoma County, and from which (brass disk monument) a 1-1/2 inch iron pipe tagged L.S. 2757 bears South 02°00'08" West 836.71 feet (calculated) as shown upon said Parcel Map No. 160; Thence departing from said centerline of Golf Course Drive, South 56°01'05" East 667.79 feet to a point on the northeastern boundary of the Lands of the City, being the Point of Beginning of the centerline hereby described; Thence from said Point of Beginning, departing from said northeastern boundary, South 27°32'00" West 8.00 feet (L1) to the beginning of a tangent curve, concave easterly and having a radius of 253.00 feet; Thence along the arc of said curve (C1), deflecting to the left through a central angle (delta) of 31°37'09", for an arc distance (length) of 139.62 feet to the beginning of a reverse curve, concave westerly and having a radius of 247.00 feet; Thence along the arc of said curve (C2), deflecting to the right through a central angle (delta) of 22°00'55", for an arc distance (length) of 94.91 feet to a point hereinafter referred to as Point "A" and being the Point of Terminus of said centerline (Segment A).

The side lines of the hereinabove strip of land (Segment A) shall be extended or shortened in order to form true intersections with: (i) the sidelines of the hereinafter described strip of land (Segment B-1) as necessary to join the segments described herein as contiguous strips of land, and (ii) the northeastern boundary of the Lands of the City at the Point of Beginning of the hereinabove described centerline.

Segment B-1

A strip of land 15.00 feet in in width, lying 7.50 feet each side of the following described centerline:

Beginning at the hereinabove described Point "A"; Thence South 38°00'00" West 159.98 feet (L2); Thence South 11°40'07" West 33.82 feet (L3); Thence South 38°00'00" West 225.59 feet (L4); Thence South 54°34'40" West 26.29 feet (L5); Thence South 38°00'00" West 137.76 feet (L6); Thence South 05°03'25" West 72.74 feet (L7) to a point on a line that is parallel with and 7.50 feet distant northeasterly of the northeastern boundary of the 25.00' wide strip of land described in that certain Easement (deed) recorded July 12, 1963 in book 1973 of Official Records, beginning at page 706 (said strip of land is herein after referred to as the S.C.W.A. Easement (1973 O.R. 706); Thence parallel with said northeastern boundary of the S.C.W.A. Easement (1973 O.R. 706), South 25°39'33" East 336.39 feet to a point of intersection with a line that is perpendicular to said parallel line at Engineers Station 294+00 of the Petaluma Aqueduct, as said station is shown upon the plans the Petaluma Aqueduct Water Transmission Pipeline on file with the Sonoma County Water Agency, said point of intersection being the Point of Terminus of the centerline herein described.

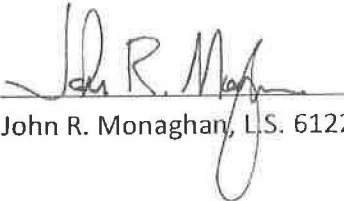
The side lines of the hereinabove strip of land (Segment B-1) shall be extended or shortened in order to form true intersections with the sidelines of the hereinabove described strip of land (Segment A), as necessary to join the Segments described herein as contiguous strips of land.

The area collectively encompassed by the strips of land herein described contain 22,174 square feet (0.509) acres more or less.

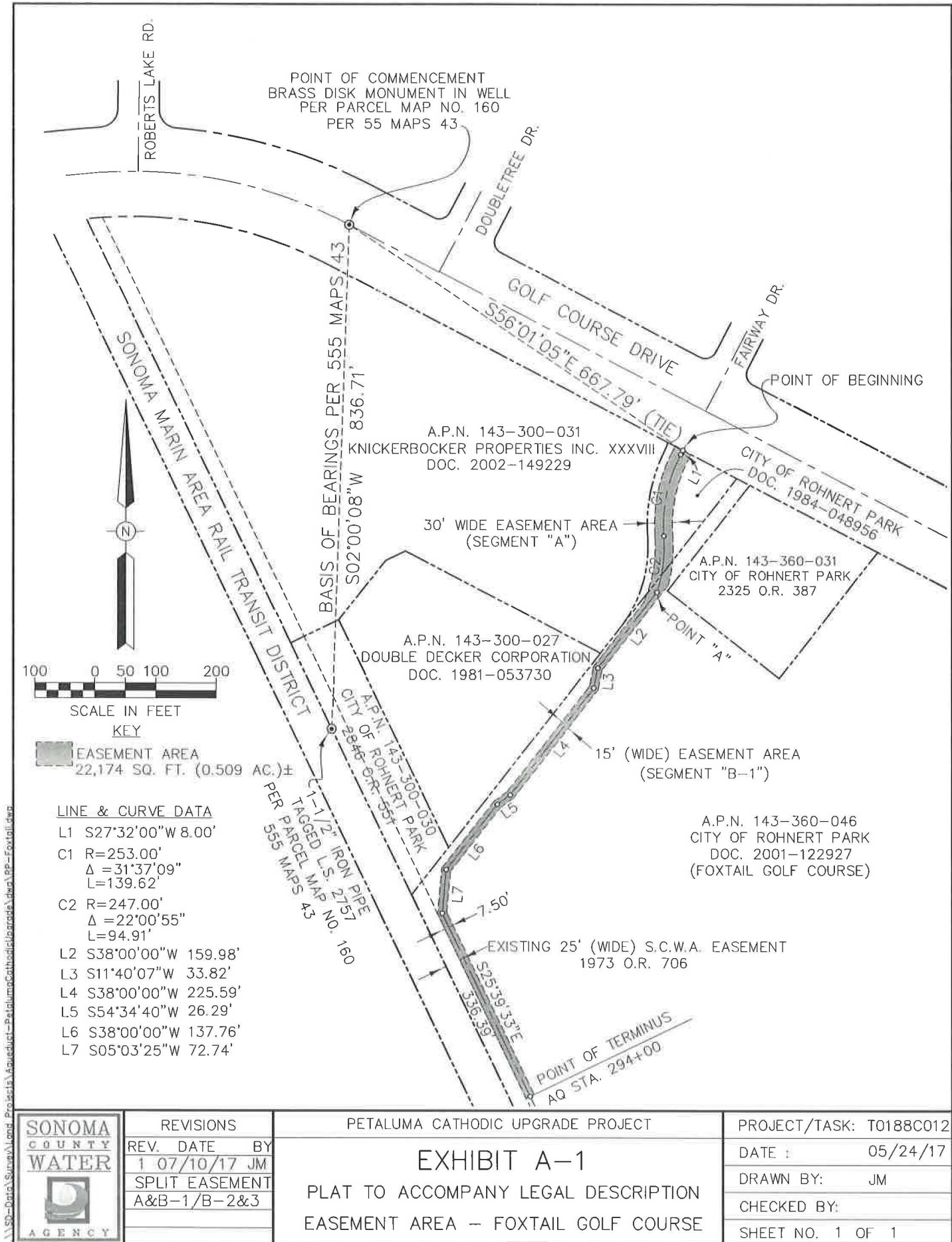
Bearings called for by this legal description are based upon said Parcel Map No. 160.

This Legal Description and its accompanying plat were prepared by me or under my direction in July 2017.




John R. Monaghan, L.S. 6122

7.11.17
Date



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Access Easement and Agreement dated _____, from City of Rohnert Park, a municipal corporation to the Sonoma County Water Agency, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California, is hereby accepted pursuant to authority by Resolution No. 10-0140a of the Board of Directors of the Sonoma County Water Agency on February 24, 2010

Sonoma County Water Agency

Dated: _____

Grant Davis
General Manager
