

EXHIBIT A

**Memorandum of Understanding
Between the California Department of Transportation,
Sonoma Land Trust and
The Southeast Greenway Community Partnership
Regarding a Proposal to Transfer Rescinded State Route 12 Land
For the Santa Rosa Southeast Greenway**

This is a Memorandum of Understanding dated as of _____, 2015 between the City of Santa Rosa (“City”), Sonoma County Water Agency (“Water Agency”), the Sonoma County Regional Parks Department, LandPaths, and the Southeast Greenway Campaign Committee (collectively, the “Partnership”), the California Department of Transportation (“the Department”), and Sonoma Land Trust (“SLT”).

Purpose

The Department, Partnership, and SLT are entering into this Memorandum of Understanding to document the Parties’ understandings, intentions and expectations with regard to transferring a 52-acre section of the rescinded State Route 12 land (“Southeast Greenway”) from the Department to the City of Santa Rosa (“City”) and the Sonoma County Water Agency (“Water Agency”).

Background

In 2009, the Southeast Greenway Campaign initiated a community effort to envision a vibrant urban greenway on the two-mile long, 52-acre section of rescinded State Route 12 land that links Farmers Lane to Spring Lake Park in Santa Rosa. Based on community input, the proposed Santa Rosa Southeast Greenway would feature bicycle and pedestrian paths, restored and protected open space, parks, community gardens, and other public uses.

In July 2014, the City of Santa Rosa, the Water Agency, the Sonoma County Regional Parks Department, LandPaths, and the Southeast Greenway Campaign Committee (the Partnership) signed a Mutual Letter of Intent, which outlines each organization’s role and responsibilities in a collaborative effort to facilitate and achieve the transfer of the Southeast Greenway for public uses. The Partnership intends to work together to plan, develop and manage the proposed Greenway should the property be acquired.

In August 2014, the California Transportation Commission rescinded the property’s freeway designation, creating the opportunity for the Department to transfer the property for other public uses.

In late 2014, SLT joined with the Partnership to assist in completing transfer of the Southeast Greenway.

The Partnership, the Department, and SLT agree as follows:

1. The Partnership and SLT will collaborate with the Department toward development of an agreement to transfer the Southeast Greenway property with terms acceptable to all parties.
2. The Department will, if requested, offer the City of Santa Rosa and Water Agency first right of refusal to acquire the property prior to the land being offered on the open market.
3. The Department, the Partnership, and SLT will work together to determine the potential for environmental mitigation sites on the property.
4. The Department, the Partnership, and SLT will identify and agree on a process for establishing the property's value.
5. The Department will provide the Partnership and SLT adequate time, as periodically determined by mutual agreement of the parties, to perform due diligence, including a title review, Phase I and, if indicated, Phase II environmental assessment, environmental review, and appraisals of the property.
6. The Department will retain the Southeast Greenway property in its current and intact condition while the parties collaborate so that the following public uses of the land could be considered:
 - a. Bicycle and pedestrian paths as part of a regional trail network.
 - b. Restored and protected open space and natural habitat.
 - c. Parks and community gardens.
 - d. Water Agency water reliability pipeline.
 - e. Groundwater development and recharge.
7. The City of Santa Rosa will prepare a Current Conditions, Constraints and Opportunities Analysis of the property available for the consideration of all parties. The Analysis will:
 - a. Document the existing conditions on the property that are relevant to the use of the property.
 - b. Identify constraints and opportunities on the property resulting from existing adopted plans and policies.
8. The Department will cooperate with the Partnership and SLT to facilitate the preparation of the Current Conditions, Constraints and Opportunities Analysis by disclosing known liens,

easements, encumbrances, leases, and deed restrictions, and by granting reasonable access to the property.

9. The Department will provide adequate time, as periodically determined by mutual agreement of the parties, for the Partnership and SLT to complete the fundraising required for the proposed transfer of the property to the City and Water Agency.
10. The Department will consider granting the Partnership and SLT access to the property at mutually agreed upon times for public educational outings and fundraising events. This may be accomplished through short-term leases of the property or portions of the property to the Southeast Greenway Campaign Committee or to other Southeast Greenway Community Partners.
11. This MOU shall continue in effect until such time as the parties may enter into a more formal agreement or there is close of escrow for acquisition of the Southeast Greenway, but in no event longer than five (5) years, whichever is the earlier to occur, unless otherwise mutually agreed by the parties.

IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding as of _____, 2015.

California Department of Transportation,

By: _____
Mark L. Weaver

Its: Deputy District Director, Right of Way &
Land Surveys

City of Santa Rosa,

By: _____
Sean McGlynn

Its: City Manager

Sonoma County Water Agency,

By: _____
Grant Davis

Its: General Manager

Southeast Greenway Campaign Committee,

By: _____
Linda Proulx

By: _____
Thea Hensel

Its: Campaign Co-chairs

LandPaths,

By: _____
Craig Anderson

Its: Executive Director

Sonoma County Regional Parks Department, a
department of the County of Sonoma

By: _____
Caryl Hart

Its: Director

The Sonoma Land Trust, a California nonprofit
public benefit corporation

By: _____
David Koehler

Its: Executive Director