



First American Title

First American Title Company
627 College Avenue
Santa Rosa, CA 95404
(707)577-1130
Fax: (866)440-2025

August 27, 2021

THE CITY OF SANTA ROSA
C/O Jill Scott 69 Stony Circle
Santa Rosa, CA 95401

RE: File No.: 4904-6628068
Property: 521 Fifth Street Santa Rosa, CA 95401
Seller: THE CITY OF SANTA ROSA
Buyer: Cornerstone Communities II, LLC

The closing of the above referenced transaction is now complete. For your records we enclose the following (If checks are included in this package, please negotiate as soon as possible):

Check/Wire in the amount of \$1,335,062.00 (The check may not be included if alternative delivery instructions were provided at closing for this item.)

Final Settlement Statement

Additional documents, if applicable

Keep these instruments secure as some of them **cannot** be replaced.

IF YOU RECEIVE A TAX BILL FOR GENERAL AND SPECIAL PROPERTY TAXES FROM THE COUNTY TAX COLLECTOR, PLEASE SEND THE TAX BILL DIRECTLY TO THE BUYER AT:

**Cornerstone Communities II, LLC
1435 N McDowell Boulevard Suite 110, Petaluma, CA 94954**

IF YOU RECEIVE A TAX BILL FOR SUPPLEMENTAL OR ESCAPED TAXES, IT IS YOUR RESPONSIBILITY TO PAY THIS BILL.

Should you have any questions or need further assistance, please contact the undersigned. Thank you for working with First American Title Company. We look forward to serving you in the future.

Leslie Hanes
Escrow Officer
teamleslie@firstam.com



First American Title Company

627 College Avenue • Santa Rosa, CA 95404

Office Phone:(707)544-1560 Office Fax:(866)440-2025

Seller's Final Settlement Statement

Property: 521 Fifth Street, Santa Rosa, CA 95401 **File No:** 4904-6628068
Officer: Leslie Hanes/ki
Settlement Date: 08/27/2021
Disbursement Date: 08/27/2021
Print Date: 08/27/2021, 3:03 PM

Buyer: Cornerstone Communities II, LLC
Address: 1435 N McDowell Boulevard Suite 110, Petaluma, CA 94954
Seller: THE CITY OF SANTA ROSA
Address: C/O Jill Scott, 69 Stony Circle, Santa Rosa, CA 95401
Lender: Lender To Be Determined
Address:
Loan No.:

Charge Description	Seller Charge	Seller Credit
Consideration:		
Total Consideration		1,340,000.00
Prorations:		
County Tax 07/01/21 to 08/27/21 @\$2,520.00/semi	784.00	
Title/Escrow Charges to:		
City Transfer Tax to First American Title Company	2,680.00	
County Documentary Transfer Tax to First American Title Company	1,474.00	
Cash (X To) (From) Seller	1,335,062.00	
Totals	1,340,000.00	1,340,000.00

I hereby certify that this is a true
and correct copy of the original.
FIRST AMERICAN TITLE COMPANY
BY K. Hales

FORM OF GENERAL ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is made as of August __, 2021, by and between THE CITY OF SANTA ROSA, a municipal corporation and charter city under the laws of the State of California (the "Assignor"), and CORNERSTONE COMMUNITIES II, LLC, a California limited liability company (the "Assignee").

Assignor, as Seller, and Assignee, as Buyer, have entered into an Agreement of Purchase and Sale and Joint Escrow Instructions, dated as of June 8, 2021 (the "Purchase Agreement"), under the terms of which the Seller has sold to the Assignee the real property (the "Real Property") located in the City of Santa Rosa, County of Sonoma, State of California, and described on Schedule A attached hereto.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Assignor grants, sells, conveys, transfers and assigns to the Assignee, to the extent assignable without consent or cost (other than any cost borne solely by Assignee), all of the Assignor's right, title and interest, if any, in, to and under the following items (collectively referred to as the "Assigned Property") relating to the Real Property:

- (a) all warranties, guarantees, development rights, entitlements, governmental permits, licenses, certificates, other governmental approvals, deposits, refund rights and credits with governmental, quasi-governmental or utility agency, if any, that pertain solely to the Real Property; and
- (b) all applications, plans, drawings, designs and other materials relating to the existing or prospective development of the Real Property.

By execution and delivery of the Assignment, Assignee acknowledges and agrees that Assignor shall be deemed to have delivered the items identified in subparagraph (a) of the preceding paragraph, and Assignor shall have no further obligation to deliver such items.

Assignee assumes any and all obligations with respect to the Assigned Property arising from and after the date hereof.

The provisions of this Assignment are binding upon, and inure to the benefit of, the successors and assigns of the Assignor and the Assignee, respectively.

If any party files an action to enforce or construe the provisions of this Assignment, the prevailing party shall be entitled to recover from the other party all of its costs, expenses and reasonable attorneys' fees, including on appeal, in any bankruptcy proceeding and in connection with the enforcement of any judgment. As used herein, the term "prevailing party" shall mean the party who recovers a greater relief in an action to enforce or construe the provisions of this Assignment, whether or not damages are actually awarded to such party.


THIS GENERAL ASSIGNMENT IS MADE AS-IS, WHERE IS, WITHOUT ANY WARRANTIES AND REPRESENTATIONS AS TO THE CONDITION OF THE ASSIGNED PROPERTY, AND THE SELLER HAS MADE NO REPRESENTATIONS OR WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED, AND BUYER HAS NOT RELIED ON ANY SUCH REPRESENTATIONS AND WARRANTIES.

This Assignment may be executed in any number of counterparts, and by fax or "PDF" or electronic signature, each of which will be deemed an original, but all of which when taken together constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused their duly authorized representatives to execute this Assignment as of the date first above written.

ASSIGNOR:
CITY OF SANTA ROSA,
a municipal corporation and charter city under the laws of the State of California

By: 
Name: Chris Rogers
Its: Mayor

Attest:


Stephanie A. Williams, City Clerk

Approved as to Form:



Sue Gallagher, City Attorney

Date of Execution: _____, 2021

[Signatures Continue on Next Page]

ASSIGNEE:

CORNERSTONE PROPERTIES II S, LLC,
a California limited liability company

By: 
Name: Alan Adams
Title: Manager

**SCHEDULE A
TO GENERAL ASSIGNMENT**

LEGAL DESCRIPTION

Real property in the City of Santa Rosa, County of Sonoma, State of California as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ROSA, COUNTY OF SONOMA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE LAND DESCRIBED IN THE DEED TO W. R. CARITHERS AND SONS, INC., A CORPORATION, RECORDED MAY 13, 1946 IN BOOK 659 OF OFFICIAL RECORDS, PAGE 279, SONOMA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ROSS STREET PRODUCED WESTERLY WITH THE CENTER LINE OF "B" STREET, AND RUNNING THENCE NORTH 60° 04' 30" EAST ALONG THE SOUTHERLY LINE OF ROSS STREET AND THE PRODUCTION THEREOF, A DISTANCE OF 272.70 FEET TO A ½" IRON PIPE LOCATED AT THE NORTHWESTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM ERNEST L. FINLEY, ET UX, TO ELIGIO STROBINO, DATED JUNE 19, 1939 AND RECORDED JUNE 20, 1939, IN BOOK 480 OF OFFICIAL RECORDS, PAGE 7, SONOMA COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 153.04 FEET TO THE NORTHERLY LINE OF PARCEL ONE DESCRIBED IN THE DEED FROM VICTOR H. FAHRNER, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927 IN BOOK 180 OF OFFICIAL RECORDS, PAGE 443, SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST 0.78 FEET TO A 1-¼" IRON PIPE LOCATED AT THE NORTHWEST CORNER OF THE SAID LAND OF STROBINO; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 52.64 FEET TO THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF THE TRACT DESCRIBED IN THE DEED FROM J. C. NATHANSON, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927 IN BOOK 180 OF OFFICIAL RECORDS, PAGE 442, SONOMA COUNTY RECORDS, 29° 56' EAST 39.05 FEET TO THE LAND OF P. A. R. GAMBINI AND SECONDO TESTORELLI, AS DESCRIBED IN BOOK 883 OF OFFICIAL RECORDS, PAGE 82, SONOMA COUNTY RECORDS; THENCE ALONG SAID NORTHERLY LINE, SOUTH 59° 31' 10" WEST 79.02 FEET TO THE NORTHEAST CORNER OF THE TRACT DESCRIBED IN THE DEED FROM E. A. EYMANN, ET AL, TO FRED S. ROSENBERG, ET UX, DATED JANUARY 10, 1952 AND RECORDED JANUARY 22, 1952 IN BOOK 1102 OF OFFICIAL RECORDS, PAGE 27, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF THE SAID LANDS OF FRED S. ROSENBERG AS FOLLOWS: SOUTH 59° 59' 30" WEST 36 FEET; NORTH 30° 08' 30" WEST 7.00 FEET, AND SOUTH 59° 59' 30" WEST 26.00 FEET TO THE EASTERLY LINE OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM JENNIE REED BEECHAM TO F. P. DOYLE, DATED JULY 2, 1941 AND RECORDED JULY 14, 1941 IN BOOK 528 OF OFFICIAL RECORDS, PAGE 350, SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE, NORTH 30° 08' 30" WEST 32.70 FEET TO THE SOUTH LINE OF THE TRACT OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM A. BACCI TO EVA BACCI, DATED MAY 18, 1937 AND RECORDED AUGUST 2, 1940 IN BOOK 507 OF OFFICIAL RECORDS, PAGE 230, SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE AND THE CONTINUATION THEREOF, 59° 59' 30" EAST 141.15 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA, AND BEING A PORTION OF THE LAND DESCRIBED IN THE DEED TO W. R. CARITHERS AND SONS, INC., A CORPORATION, RECORDED MAY 13,

1946 IN BOOK 659 OF OFFICIAL RECORDS, PAGE 279, SONOMA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ROSS STREET PRODUCED WESTERLY, WITH THE CENTER LINE OF "B" STREET AND RUNNING THENCE NORTH 60° 04' 30" EAST ALONG THE SOUTHERLY LINE OF ROSS STREET AND THE PRODUCTION THEREOF, A DISTANCE OF 272.70 FEET TO A ½" IRON PIPE LOCATED AT THE NORTHWESTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM ERNEST L. FINLEY, ET UX, TO ELIGIO STROBINO, DATED JUNE 19, 1939 AND RECORDED JUNE 20, 1937 IN BOOK 480 OF OFFICIAL RECORDS, PAGE 7, SONOMA COUNTY RECORDS, AND THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF THE SAID LAND OF STROBINO, SOUTH 29° 56' EAST 153.04 FEET TO THE NORTHERLY LINE OF THE TRACT DESCRIBED AS PARCEL ONE IN THE DEED FROM VICTOR H. FAHRNER, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927, IN BOOK 180 OF OFFICIAL RECORDS, PAGE 443, SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST 0.78 FEET TO A 1-¼" IRON PIPE LOCATED AT THE NORTHWEST CORNER OF THE SAID LAND OF STROBINO; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 52.64 FEET; THENCE SOUTH 59° 59' 30" WEST 101.15 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM A. BACCI TO EVA BACCI, DATED MAY 18, 1937 AND RECORDED AUGUST 2, 1940 IN BOOK 507 OF OFFICIAL RECORDS, PAGE 230, SONOMA COUNTY RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID LAND OF BACCI AND THE CONTINUATION THEREOF, NORTH 30° 08' 30" WEST 205.83 FEET TO THE SOUTHERLY LINE OF ROSS STREET; THENCE ALONG THE SOUTHERLY LINE OF ROSS STREET, NORTH 60° 04' 30" EAST 102.7 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LYING IN THE CITY OF SANTA ROSA AND BEING THE BAPTIST CHURCH PROPERTY LYING ON THE SOUTHEASTERLY CORNER OF ROSS AND "B" STREETS IN SAID CITY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY PROPERTY LINE OF ROSS STREET WITH THE EASTERLY PROPERTY LINE OF "B" STREET; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID SOUTHERLY LINE OF ROSS STREET NORTH 60° 04' 30" EAST, 140.00 FEET TO A POINT; THENCE SOUTH 30° 08' 30" EAST, 85.63 FEET TO A POINT; THENCE SOUTH 59° 59' 30" WEST, 140.00 FEET TO THE EASTERLY PROPERTY LINE OF "B" STREET; THENCE ALONG SAID EASTERLY LINE NORTH 30° 08' 30" WEST, 85.84 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE GAMBINI AND TESTORELLI PROPERTY DESCRIBED IN DEED RECORDED IN BOOK 883 OF OFFICIAL RECORDS, PAGE 82, SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET FROM WHICH POINT THE INTERSECTION OF THE EXISTING NORTHERLY LINE OF 5TH STREET PRODUCED WESTERLY AND THE CENTER LINE OF "B" STREET BEARS SOUTH 59° 59' 30" WEST 237.51 FEET; THENCE ALONG THE NORTHERLY LINE OF 5TH STREET NORTH 59° 59' 30" E. 33.00 FEET TO THE WESTERLY LINE OF THE TRACT OF LAND DESCRIBED AS THE EIGHTH TRACT IN THE DECREE OF DISTRIBUTION ENTERED JUNE 18, 1948 IN THE MATTER OF THE ESTATE OF CHARLOTTE NATHANSON, DECEASED, SUPERIOR COURT, COUNTY OF SONOMA, CASE # 17560, RECORDED JUNE 18, 1948, BOOK 804 OF OFFICIAL RECORDS, PAGE 220, SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE NORTH 29° 56' WEST 141.15 FEET TO THE NORTHERLY LINE OF THE SAID LANDS OF GAMBINI AND TESTORELLI; THENCE

SOUTH 59° 31' 10" WEST 33.00 FEET; THENCE SOUTH 29° 56' E. 140.88 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE GAMBINI AND TESTORELLI PROPERTY DESCRIBED IN DEED RECORDED IN BOOK 883 OF OFFICIAL RECORDS, PAGE 82, SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET FROM WHICH POINT THE INTERSECTION OF THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET PRODUCED WESTERLY AND THE CENTER LINE OF "B" STREET BEARS SOUTH 59° 59' 30" WEST 237.51 FEET; THENCE NORTH 29° 56' WEST 140.88 FEET TO THE NORTHERLY LINE OF THE SAID LANDS OF GAMBINI AND TESTORELLI; THENCE SOUTH 59° 31' 10" WEST 6.02 FEET; THENCE SOUTH 30° 08' 30" EAST 140.83 FEET; THENCE NORTH 59° 59' 30" EAST 5.51 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THE REAL PROPERTY CONVEYED IN THAT CERTAIN DEED DATED THE 3RD DAY OF DECEMBER, 1924, AND MADE BY ROBERT O'CONNOR, A WIDOWER, THE PARTY OF THE FIRST PART THEREIN, UNTO ROGER O'CONNOR, THE PARTY OF THE SECOND PART THEREIN, AND WHICH SAID CORNER IS THE POINT OF COMMENCEMENT OF THE PREMISES HEREIN DESCRIBED, AND WHICH SAID POINT OF COMMENCEMENT IS NORTHERLY SEVENTY (70) FEET AND WESTERLY TWO HUNDRED FORTY (240) FEET FROM THE NORTHEAST CORNER OF LOT 410, BLOCK 12, AS NUMBERED AND DESIGNATED UPON THE ORIGINAL MAP OF THE CITY OF SANTA ROSA; RUNNING THENCE NORTHERLY AND PARALLEL WITH MENDOCINO STREET, ONE HUNDRED FORTY (140) FEET MORE OR LESS, TO THE SOUTHERLY WALL OF A BRICK BUILDING, AS THE SAME EXISTED ON DECEMBER 3, 1924; THENCE WESTERLY AND ALONG THE SOUTHERLY WALL OF SAID BRICK BUILDING AND PARALLEL WITH FIFTH STREET, A DISTANCE OF SEVENTY-EIGHT (78) FEET TO THE EASTERLY LINE OF A CONCRETE BUILDING AS THE SAME EXISTED ON DECEMBER 3RD, 1924; THENCE SOUTHERLY, ALONG THE SAID EASTERLY WALL OF SAID CONCRETE BUILDING, AND PARALLEL WITH MENDOCINO STREET, ONE HUNDRED FORTY (140) FEET TO THE NORTHERLY LINE OF FIFTH STREET; AND THENCE EASTERLY AND ALONG THE NORTHERLY LINE OF FIFTH STREET, SEVENTY-EIGHT (78) FEET TO THE POINT OF COMMENCEMENT.

PARCEL 7:

LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE F. S. AND J. ROSENBERG PROPERTY DESCRIBED IN THE DEED RECORDED IN BOOK 1102 OF OFFICIAL RECORDS AT PAGE 27, SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"COMMENCING AT THE NORTHWESTERLY CORNER OF THE PARCEL OF LAND OF ROSENBERG REFERRED TO ABOVE, SAID CORNER BEING FURTHER DESCRIBED AS BEING THE SOUTHWESTERLY CORNER OF THAT PARCEL OF LAND, SONOMA COUNTY LAND TITLE COMPANY TO W. R. CARITHERS & SONS, INC. AS RECORDED MAY 13, 1946 IN OFFICIAL RECORDS OF SONOMA COUNTY, BOOK 659, PAGE 279, SAID CORNER ALSO BEING THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID TRUE POINT OF BEGINNING PARALLEL WITH THE CENTER LINE OF FIFTH STREET, NORTH 59° 59' 30" EAST 26.00 FEET; THENCE SOUTH 30° 08' 30" EAST 7.00 FEET; THENCE 59° 59' 30" WEST 26.00 FEET TO THE WESTERLY LINE OF THE ABOVE MENTIONED ROSENBERG PROPERTY; THENCE NORTH 30° 08' 30" WEST PARALLEL WITH "B" STREET 7.00 FEET TO THE POINT OF BEGINNING."

PARCEL 8:

BEING A PORTION OF THE LANDS OF EVA BACCI AS DESCRIBED IN BOOK 507 OF OFFICIAL RECORDS, PAGE 230, UNDER RECORDER'S SERIAL NO. B-21903, SONOMA COUNTY RECORDS, SAID PORTION BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF "B" STREET FROM WHICH POINT THE INTERSECTION OF THE EASTERLY LINE OF "B" STREET AND THE ORIGINAL NORTHERLY LINE OF FIFTH STREET BEARS SOUTH 30° 08' 30" EAST 190.20 FEET; THENCE FROM SAID POINT OF BEGINNING NORTH 59° 59' 30" EAST 140.0 FEET TO A POINT; THENCE NORTH 30° 08' 30" WEST, 60.10 FEET TO A POINT; THENCE SOUTH 59° 59' 30" WEST, 140.0 FEET TO A POINT ON THE EASTERLY LINE OF "B" STREET AFORESAID; THENCE ALONG SAID LINE SOUTH 30° 08' 30" EAST, 60.10 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

BEGINNING AT A POINT ON THE EASTERLY LINE OF "B" STREET FROM WHICH POINT THE INTERSECTION OF THE EASTERLY LINE OF "B" STREET AND THE ORIGINAL NORTHERLY LINE OF 5TH STREET BEARS SOUTH 30° 08' 30" EAST 250.30 FEET, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS BEING THE NORTHWESTERLY CORNER OF THE PARCEL OF LAND CONVEYED TO EVA BACCI BY DEED RECORDED AUGUST 2, 1940 IN BOOK 507 OF OFFICIAL RECORDS, PAGE 230, SONOMA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING NORTH 59° 59' 30" EAST AND ALONG THE NORTHERLY LINE OF SAID LANDS CONVEYED TO EVA BACCI, 140 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE NORTH 30° 08' 30" WEST 60.10 FEET MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND CONVEYED BY THE FIRST BAPTIST CHURCH OF SANTA ROSA, A CORPORATION, TO THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION, BY DEED RECORDED NOVEMBER 22, 1955 UNDER RECORDER'S SERIAL NO. E-66641, SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST AND ALONG THE SOUTHERLY LINE OF SAID LANDS CONVEYED BY THE FIRST BAPTIST CHURCH 140 FEET TO THE EASTERLY LINE OF "B" STREET; THENCE SOUTH 30° 08' 30" EAST AND ALONG THE EASTERLY LINE OF "B" STREET 60.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 010-045-025

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 8/25/2021 before me, Stephanie A. Williams, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Chris Rogers
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.

Signature Stephanie A. Williams
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Cornerstone General Assignment
Document Date: 8/25/2021 Number of Pages: 8
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Chris Rogers
Corporate Officer - Title(s): Mayor
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer is Representing: City of Santa Rosa

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer is Representing:

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 Marin)

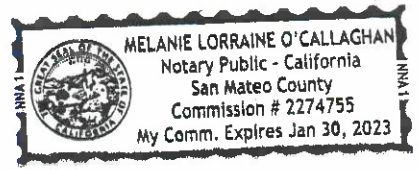
On 8/27/2021 before me, Melanie Lorraine O'Callaghan
(here insert name and title of the officer) Notary Public
personally appeared Alon Adani

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 [Handwritten Signature]



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____ containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s) _____
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing _____ Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

**ADDENDUM TO EXTEND CLOSING DATE UNDER AGREEMENT
OF PURCHASE AND SALE FOR
FUTURE INFILL DEVELOPMENT AND JOINT ESCROW INSTRUCTIONS**

This Addendum to the Agreement of Purchase and Sale for Future Infill Development and Joint Escrow Instructions is entered into this 08/20/2021 by and between **THE CITY OF SANTA ROSA**, a municipal corporation and charter under the laws of the State of California ("Seller") and **CORNERSTONE PROPERTIES SA, LLC**, a California limited liability company ("Buyer"). The City of Santa Rosa and Cornerstone Properties may be collectively referred to as the "Parties or singularly as a "Party"

WHEREAS, Parties entered into the Agreement of Purchase and Sale for Future Infill Development and Joint Escrow Instructions dated June 8, 2021 (the Effective Date) with regard to 521 Fifth Street, Santa Rosa (Sonoma County), California ("Location").

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree to the following:

1. Extension of Close Date:

The closing date agreed to under the Agreement of Purchase and Sale for Future Infill Development and Joint Escrow Instructions is hereby extended to August 27th, 2021.

2. Other:


All the terms, conditions, and provisions in the Agreement of Purchase and Sale for Future Infill Development and Joint Escrow Instructions shall remain in full force and effect and hereby incorporate by the reference herein and are unchanged except as expressly amended hereby.

IN WITNESS WHEREOF, the Parties hereto have executed this Extension to the Agreement of Purchase and Sale for Future Infill Development and Joint Escrow Instructions as of the date set forth in the introductory paragraph hereof.

SELLER:

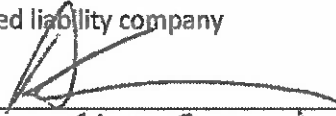
CITY OF SANTA ROSA

A municipal corporation and charter city under the laws of the State of California

By: 
Name: Chris Rogers
Its: Mayor

BUYER:

CORNERSTONE PROPERTIES SA, LLC, a California limited liability company

By: 
Name: Alon Adani
Its: Managing Member

FIRPTA CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of an interest in real property located in the United States must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition by THE CITY OF SANTA ROSA, a municipal corporation and charter city under the laws of the State of California (“Transferor”), of its interest in real property in the United States, the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code (the “Code”) and Income Tax Regulations);
2. Transferor’s U.S. employer identification number is 94-6000428;
3. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Code;
and
4. Transferor’s address is City of Santa Rosa, 69 Stony Circle, Santa Rosa, CA 95401.


Transferor understands that this Certificate may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could result in punishment by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this Certificate on behalf of Transferor.

Dated as of Aug. 25, 2021.

TRANSFEROR:

CITY OF SANTA ROSA, a municipal corporation
and charter city under the laws of the State of
California

By: 
Name: Chris Rogers
Its: Mayor

2021097805

Official Records of Sonoma County
Deva Marie Proto
08/27/2021 02:14 PM
FIRST AMERICAN TITLE COMPANY - SANTA ROSA-00

DEED 8 Pgs

Fee: \$35.00
County Tax: \$1,474.00
City Tax: \$2,680.00



RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Loeb & Loeb LLP
Two Embarcadero Center, Suite 2320
San Francisco, CA 94111
Attn: Allan Abshez, Esq.

MAIL TAX STATEMENTS TO:

Cornerstone Communities II, LLC
1435 N. McDowell Blvd., Suite 110
Petaluma, CA 94954
Attn: Alon Adani

APN: 010-045-025

Above Space for Recorder's Use

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:

DOCUMENTARY TRANSFER TAX IS \$~~1,474~~

City Transfer Tax \$2,680

Computed on the full value of the property conveyed

Unincorporated area; City of Santa Rosa

FOR VALUE RECEIVED, and pursuant to that certain Resolution No. RES-2021-090 duly passed by the City of Santa Rosa City Council on June 8, 2021, THE CITY OF SANTA ROSA, a municipal corporation ("Grantor"), hereby grants to **CORNERSTONE COMMUNITIES II, LLC** a California limited liability company ("Grantee"), all that certain real property (the "Property") situated in the City of Santa Rosa, County of Sonoma, State of California, more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with the buildings, improvements and fixtures thereon and all rights, privileges and easements appurtenant thereto.

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of August 25 2021.

CITY OF SANTA ROSA,
a municipal corporation

By: Chris Rojas
Name: Mayor Chris Rojas
Its: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 8/25/2021 before me, Stephanie A. Williams, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Chris Rogers
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.

Signature Stephanie A. Williams
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Cornerstone Grant Deed
Document Date: 6/8/2021 Number of Pages: 7
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Chris Rogers
 Corporate Officer - Title(s): Mayor
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: City of Santa Rosa

Signer's Name: _____
 Corporate Officer - Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

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 _____)
) ss.
COUNTY OF _____)

On _____, 202__, before me, _____, a notary public, 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

(Seal)

**EXHIBIT A
TO
GRANT DEED**

LEGAL DESCRIPTION

Real property in the City of Santa Rosa, County of Sonoma, State of California, described as follows:
PARCEL 1:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE LAND DESCRIBED IN THE DEED TO W. R. CARITHERS AND SONS, INC., A CORPORATION, RECORDED MAY 13, 1946 IN BOOK 659 OF OFFICIAL RECORDS, PAGE 279, SONOMA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ROSS STREET PRODUCED WESTERLY WITH THE CENTER LINE OF "B" STREET, AND RUNNING THENCE NORTH 60° 04' 30" EAST ALONG THE SOUTHERLY LINE OF ROSS STREET AND THE PRODUCTION THEREOF, A DISTANCE OF 272.70 FEET TO A ½" IRON PIPE LOCATED AT THE NORTHWESTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM ERNEST L. FINLEY, ET UX, TO ELIGIO STROBINO, DATED JUNE 19, 1939 AND RECORDED JUNE 20, 1939, IN BOOK 480 OF OFFICIAL RECORDS, PAGE 7, SONOMA COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 153.04 FEET TO THE NORTHERLY LINE OF PARCEL ONE DESCRIBED IN THE DEED FROM VICTOR H. FAHRNER, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927 IN BOOK 180 OF OFFICIAL RECORDS, PAGE 443, SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST 0.78 FEET TO A 1-¼" IRON PIPE LOCATED AT THE NORTHWEST CORNER OF THE SAID LAND OF STROBINO; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 52.64 FEET TO THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF THE TRACT DESCRIBED IN THE DEED FROM J. C. NATHANSON, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927 IN BOOK 180 OF OFFICIAL RECORDS, PAGE 442, SONOMA COUNTY RECORDS, 29° 56' EAST 39.05 FEET TO THE LAND OF P. A. R. GAMBINI AND SECONDO TESTORELLI, AS DESCRIBED IN BOOK 883 OF OFFICIAL RECORDS, PAGE 82, SONOMA COUNTY RECORDS; THENCE ALONG SAID NORTHERLY LINE, SOUTH 59° 31' 10" WEST 79.02 FEET TO THE NORTHEAST CORNER OF THE TRACT DESCRIBED IN THE DEED FROM E. A. EYMANN, ET AL, TO FRED S. ROSENBERG, ET UX, DATED JANUARY 10, 1952 AND RECORDED JANUARY 22, 1952 IN BOOK 1102 OF OFFICIAL RECORDS, PAGE 27, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF THE SAID LANDS OF FRED S. ROSENBERG AS FOLLOWS: SOUTH 59° 59' 30" WEST 36 FEET; NORTH 30° 08' 30" WEST 7.00 FEET, AND SOUTH 59° 59' 30" WEST 26.00 FEET TO THE EASTERLY LINE OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM JENNIE REED BEECHAM TO F. P. DOYLE, DATED JULY 2, 1941 AND RECORDED JULY 14, 1941 IN BOOK 528 OF OFFICIAL RECORDS, PAGE 350, SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE, NORTH 30° 08' 30" WEST 32.70 FEET TO THE SOUTH LINE OF THE TRACT OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM A. BACCI TO EVA BACCI, DATED MAY 18, 1937 AND RECORDED AUGUST 2, 1940 IN BOOK 507 OF OFFICIAL RECORDS, PAGE 230, SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE AND THE CONTINUATION THEREOF, 59° 59' 30" EAST 141.15 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA, AND BEING A PORTION OF THE LAND DESCRIBED IN THE DEED TO W. R. CARITHERS AND SONS, INC., A CORPORATION, RECORDED MAY 13, 1946 IN BOOK 659 OF OFFICIAL RECORDS, PAGE 279, SONOMA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ROSS STREET PRODUCED WESTERLY, WITH THE CENTER LINE OF "B" STREET AND RUNNING THENCE NORTH 60° 04' 30" EAST

ALONG THE SOUTHERLY LINE OF ROSS STREET AND THE PRODUCTION THEREOF, A DISTANCE OF 272.70 FEET TO A 1/2" IRON PIPE LOCATED AT THE NORTHWESTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM ERNEST L. FINLEY, ET UX, TO ELIGIO STROBINO, DATED JUNE 19, 1939 AND RECORDED JUNE 20, 1937 IN BOOK 480 OF OFFICIAL RECORDS, PAGE 7, SONOMA COUNTY RECORDS, AND THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF THE SAID LAND OF STROBINO, SOUTH 29° 56' EAST 153.04 FEET TO THE NORTHERLY LINE OF THE TRACT DESCRIBED AS PARCEL ONE IN THE DEED FROM VICTOR H. FAHRNER, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927, IN BOOK 180 OF OFFICIAL RECORDS, PAGE 443, SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST 0.78 FEET TO A 1-1/4" IRON PIPE LOCATED AT THE NORTHWEST CORNER OF THE SAID LAND OF STROBINO; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 52.64 FEET; THENCE SOUTH 59° 59' 30" WEST 101.15 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM A. BACCI TO EVA BACCI, DATED MAY 18, 1937 AND RECORDED AUGUST 2, 1940 IN BOOK 507 OF OFFICIAL RECORDS, PAGE 230, SONOMA COUNTY RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID LAND OF BACCI AND THE CONTINUATION THEREOF, NORTH 30° 08' 30" WEST 205.83 FEET TO THE SOUTHERLY LINE OF ROSS STREET; THENCE ALONG THE SOUTHERLY LINE OF ROSS STREET, NORTH 60° 04' 30" EAST 102.7 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LYING IN THE CITY OF SANTA ROSA AND BEING THE BAPTIST CHURCH PROPERTY LYING ON THE SOUTHEASTERLY CORNER OF ROSS AND "B" STREETS IN SAID CITY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY PROPERTY LINE OF ROSS STREET WITH THE EASTERLY PROPERTY LINE OF "B" STREET; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID SOUTHERLY LINE OF ROSS STREET NORTH 60° 04' 30" EAST, 140.00 FEET TO A POINT; THENCE SOUTH 30° 08' 30" EAST, 85.63 FEET TO A POINT; THENCE SOUTH 59° 59' 30" WEST, 140.00 FEET TO THE EASTERLY PROPERTY LINE OF "B" STREET; THENCE ALONG SAID EASTERLY LINE NORTH 30° 08' 30" WEST, 85.84 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE GAMBINI AND TESTORELLI PROPERTY DESCRIBED IN DEED RECORDED IN BOOK 883 OF OFFICIAL RECORDS, PAGE 82, SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET FROM WHICH POINT THE INTERSECTION OF THE EXISTING NORTHERLY LINE OF 5TH STREET PRODUCED WESTERLY AND THE CENTER LINE OF "B" STREET BEARS SOUTH 59° 59' 30" WEST 237.51 FEET; THENCE ALONG THE NORTHERLY LINE OF 5TH STREET NORTH 59° 59' 30" E. 33.00 FEET TO THE WESTERLY LINE OF THE TRACT OF LAND DESCRIBED AS THE EIGHTH TRACT IN THE DECREE OF DISTRIBUTION ENTERED JUNE 18, 1948 IN THE MATTER OF THE ESTATE OF CHARLOTTE NATHANSON, DECEASED, SUPERIOR COURT, COUNTY OF SONOMA, CASE # 17560, RECORDED JUNE 18, 1948, BOOK 804 OF OFFICIAL RECORDS, PAGE 220, SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE NORTH 29° 56' WEST 141.15 FEET TO THE NORTHERLY LINE OF THE SAID LANDS OF GAMBINI AND TESTORELLI; THENCE SOUTH 59° 31' 10" WEST 33.00 FEET; THENCE SOUTH 29° 56' E. 140.88 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE GAMBINI AND TESTORELLI PROPERTY DESCRIBED IN DEED RECORDED IN BOOK 883 OF OFFICIAL RECORDS, PAGE 82, SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET FROM WHICH POINT THE INTERSECTION OF THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET PRODUCED WESTERLY AND THE CENTER LINE OF "B" STREET BEARS SOUTH 59° 59' 30" WEST 237.51 FEET; THENCE NORTH 29° 56' WEST 140.88 FEET TO THE NORTHERLY LINE OF THE SAID LANDS OF GAMBINI AND TESTORELLI; THENCE SOUTH 59° 31' 10" WEST 6.02 FEET; THENCE SOUTH 30° 08' 30" EAST 140.83 FEET; THENCE NORTH 59° 59' 30" EAST 5.51 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THE REAL PROPERTY CONVEYED IN THAT CERTAIN DEED DATED THE 3RD DAY OF DECEMBER, 1924, AND MADE BY ROBERT O'CONNOR, A WIDOWER, THE PARTY OF THE FIRST PART THEREIN, UNTO ROGER O'CONNOR, THE PARTY OF THE SECOND PART THEREIN, AND WHICH SAID CORNER IS THE POINT OF COMMENCEMENT OF THE PREMISES HEREIN DESCRIBED, AND WHICH SAID POINT OF COMMENCEMENT IS NORTHERLY SEVENTY (70) FEET AND WESTERLY TWO HUNDRED FORTY (240) FEET FROM THE NORTHEAST CORNER OF LOT 410, BLOCK 12, AS NUMBERED AND DESIGNATED UPON THE ORIGINAL MAP OF THE CITY OF SANTA ROSA; RUNNING THENCE NORTHERLY AND PARALLEL WITH MENDOCINO STREET, ONE HUNDRED FORTY (140) FEET MORE OR LESS, TO THE SOUTHERLY WALL OF A BRICK BUILDING, AS THE SAME EXISTED ON DECEMBER 3, 1924; THENCE WESTERLY AND ALONG THE SOUTHERLY WALL OF SAID BRICK BUILDING AND PARALLEL WITH FIFTH STREET, A DISTANCE OF SEVENTY-EIGHT (78) FEET TO THE EASTERLY LINE OF A CONCRETE BUILDING AS THE SAME EXISTED ON DECEMBER 3RD, 1924; THENCE SOUTHERLY, ALONG THE SAID EASTERLY WALL OF SAID CONCRETE BUILDING, AND PARALLEL WITH MENDOCINO STREET, ONE HUNDRED FORTY (140) FEET TO THE NORTHERLY LINE OF FIFTH STREET; AND THENCE EASTERLY AND ALONG THE NORTHERLY LINE OF FIFTH STREET, SEVENTY-EIGHT (78) FEET TO THE POINT OF COMMENCEMENT.

PARCEL 7:

LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE F. S. AND J. ROSENBERG PROPERTY DESCRIBED IN THE DEED RECORDED IN BOOK 1102 OF OFFICIAL RECORDS AT PAGE 27, SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"COMMENCING AT THE NORTHWESTERLY CORNER OF THE PARCEL OF LAND OF ROSENBERG REFERRED TO ABOVE, SAID CORNER BEING FURTHER DESCRIBED AS BEING THE SOUTHWESTERLY CORNER OF THAT PARCEL OF LAND, SONOMA COUNTY LAND TITLE COMPANY TO W. R. CARITHERS & SONS, INC. AS RECORDED MAY 13, 1946 IN OFFICIAL RECORDS OF SONOMA COUNTY, BOOK 659, PAGE 279, SAID CORNER ALSO BEING THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID TRUE POINT OF BEGINNING PARALLEL WITH THE CENTER LINE OF FIFTH STREET, NORTH 59° 59' 30" EAST 26.00 FEET; THENCE SOUTH 30° 08' 30" EAST 7.00 FEET; THENCE 59° 59' 30" WEST 26.00 FEET TO THE WESTERLY LINE OF THE ABOVE MENTIONED ROSENBERG PROPERTY; THENCE NORTH 30° 08' 30" WEST PARALLEL WITH "B" STREET 7.00 FEET TO THE POINT OF BEGINNING."

PARCEL 8:

BEING A PORTION OF THE LANDS OF EVA BACCI AS DESCRIBED IN BOOK 507 OF OFFICIAL RECORDS, PAGE 230, UNDER RECORDER'S SERIAL NO. B-21903, SONOMA COUNTY RECORDS, SAID PORTION BEING FURTHER DESCRIBED AS FOLLOWS: A POINT ON THE EASTERLY LINE OF "B" STREET FROM WHICH POINT THE INTERSECTION OF THE EASTERLY LINE OF "B" STREET AND THE ORIGINAL NORTHERLY LINE OF FIFTH STREET BEARS SOUTH 30° 08' 30" EAST 190.20 FEET; THENCE FROM SAID POINT OF BEGINNING NORTH 59° 59' 30" EAST 140.0 FEET TO A POINT; THENCE NORTH 30° 08' 30" WEST, 60.10 FEET TO A POINT; THENCE SOUTH 59° 59' 30" WEST, 140.0 FEET TO A POINT ON THE EASTERLY LINE OF "B" STREET AFORESAID; THENCE ALONG SAID LINE SOUTH 30° 08' 30" EAST, 60.10 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

BEGINNING AT A POINT ON THE EASTERLY LINE OF "B" STREET FROM WHICH POINT THE INTERSECTION OF THE EASTERLY LINE OF "B" STREET AND THE ORIGINAL NORTHERLY LINE OF 5TH STREET BEARS SOUTH 30° 08' 30" EAST 250.30 FEET, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS BEING THE NORTHWESTERLY CORNER OF THE PARCEL OF LAND CONVEYED TO EVA BACCI BY DEED RECORDED AUGUST 2, 1940 IN BOOK 507 OF OFFICIAL RECORDS, PAGE 230, SONOMA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING NORTH 59° 59' 30" EAST AND ALONG THE NORTHERLY LINE OF SAID LANDS CONVEYED TO EVA BACCI, 140 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE NORTH 30° 08' 30" WEST 60.10 FEET MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND CONVEYED BY THE FIRST BAPTIST CHURCH OF SANTA ROSA, A CORPORATION, TO THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION, BY DEED

RECORDED NOVEMBER 22, 1955 UNDER RECORDER'S SERIAL NO. E-66641, SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST AND ALONG THE SOUTHERLY LINE OF SAID LANDS CONVEYED BY THE FIRST BAPTIST CHURCH 140 FEET TO THE EASTERLY LINE OF "B" STREET; THENCE SOUTH 30° 08' 30" EAST AND ALONG THE EASTERLY LINE OF "B" STREET 60.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.
APN: 010-045-025-000

2021097806

Official Records of Sonoma County
Deva Marie Proto
08/27/2021 02:14 PM
FIRST AMERICAN TITLE COMPANY - SANTA ROSA-00

AGM 12 Pgs

Fee: \$47.00



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Loeb & Loeb LLP
Two Embarcadero Center, Suite 2320
San Francisco, CA 94111
Attn: Allan Abshez, Esq.

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Exempt from fee per GC 27388.1 (a) (2)
Recorded concurrently in connection
with a transfer of real property subject
to imposition of transfer tax

**MEMORANDUM OF AGREEMENT
(PUT/CALL)**

THIS MEMORANDUM OF AGREEMENT (PUT/CALL) (this "**Memorandum**") is made as of August 27, 2021, by and between **THE CITY OF SANTA ROSA**, a municipal corporation and charter city under the laws of the State of California ("**City**") and **CORNERSTONE COMMUNITIES II, LLC**, a California limited liability company ("**Developer**").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby declare and agree as follows.

1. Developer has purchased upon the date hereof (the "**Effective Date**") from City certain real property located in the City of Santa Rosa, County of Sonoma, State of California, more particularly described on Exhibit A attached hereto (the "**Property**") pursuant and subject to the terms of that certain unrecorded Agreement of Purchase and Sale and Joint Escrow Instructions, dated June 8, 2021 (the "**Agreement**"), by and between City and Developer. Initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

2. Developer is planning to develop a mixed-use project on the Property and on certain adjacent property owned by Developer (the "**Project**"). Developer is also planning to develop additional mixed used projects at 556 Ross Street, Santa Rosa (the "**Ross Street Project**") and 34 6th Street, Santa Rosa (the "**6th Street Project**" and, collectively with the Ross Street Project and the Project, "**Developer's Projects**").

3. Subject to certain actions on the part of City set forth in the Agreement, the Agreement requires Developer to perform certain obligations with respect to development of Developer's Projects (the "**Project Obligations**"). Subject to the City's compliance with certain notice requirements and procedures set forth in the Agreement, the Agreement gives City the right, but not the obligation, within specified time periods, to purchase the Property from Developer for a specified purchase price, and (if the City exercises such right) obligates Developer during such time periods to sell the Property to City for such purchase price, if Developer is in material default of the Project Obligations and Developer's failure to perform the Project Obligations is not excused ("**City's Call Right**"). If City exercises City's Call Right, Developer will sell the Property to City on an "**AS IS,**" "**WHERE IS,**" "**WITH ALL FAULTS**" basis. City's right to purchase the Property pursuant to City's Call Right shall be City's sole and exclusive remedy at law or in equity for Developer's material default with respect to the Project Milestones, except as otherwise

provided in the Agreement. Developer's obligation to sell the Property to City pursuant to City's Call Right is subject to the remedy of specific performance in favor of City.

4. Subject to the Developer's compliance with certain notice requirements and procedures set forth in the Agreement, the Agreement also gives Developer the right, but not the obligation, within specified time periods, to sell the Property to City for a specified purchase price, and obligates City during such time periods to purchase the Property from Developer for such purchase price, if City fails to act on the planning and zoning entitlements for the Project within two (2) years of the filing of Developer's application for same (subject to extension under certain circumstances, as specified in the Agreement), or if City disapproves the planning and zoning entitlements for the Project within such two (2)-year (or extended) period (subject to certain exceptions and conditions, as specified in the Agreement) ("**Developer's Put Right**"). If Developer exercises Developer's Put Right, Developer will sell the Property to City on an "**AS IS,**" "**WHERE IS,**" "**WITH ALL FAULTS**" basis. City's obligation to purchase the Property from Developer pursuant to Developer's Put Right is subject to the remedy of specific performance in favor of Developer.

5. This Memorandum is being made and entered into for the purpose of providing constructive notice of the provisions of the Agreement providing for or relating to City's Call Right and Developer's Put Right. The provisions of the Agreement providing for or relating to City's Call Right and Developer's Put Right are incorporated herein by this reference and hereby are made a part hereof as if set forth in full herein.

6. This Memorandum shall automatically terminate without any action required on the part of either party hereto upon the earlier of (i) expiration or lapse of City's Call Right and Developer's Put Right pursuant to the terms of the Agreement, (ii) consummation of the sale of the Property to City, whether pursuant to City's Call Right, Developer's Put Right, or otherwise. Within thirty (30) days following written request of City or Developer at any time following the termination of this Memorandum pursuant to the immediately-preceding sentence, City and Developer agree to execute and record against the Property a termination of this Memorandum, or quit claim deed.

7. The City's Call Right and Developer's Put Right shall run with and bind the title of the Property for the benefit of the City and Developer, and shall be binding upon and inure to the benefit of the City and the Developer and their respective heirs, successors and assigns. This Memorandum shall be recorded in the Official Records, and all provisions of the City's Call Right, the Developer's Put Right and this Memorandum shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including, but not limited to Section 1468 of the Civil Code of the State of California.

8. If any provision of this Memorandum, the City's Call Right or the Developer's Put Right, or the application of this Memorandum, the City's Call Right or the Developer's Put Right to any party or any other person is held to be invalid, void, or illegal, then the remaining provisions of this Memorandum, the City's Call Right and the Developer's Put Right shall nonetheless remain in full force and effect and shall not be affected by such invalidity or illegality.

9. Nothing in this Memorandum or in the Agreement is intended, or shall be deemed, to be for the benefit of any third party, and no third party shall have any rights to enforce any of the terms of this Memorandum or the Agreement.

10. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, City and Developer have executed this Memorandum as of the date first above written.

CITY:

CITY OF SANTA ROSA,
a municipal corporation and charter city
under the laws of the State of California

By: Chris Rogers
Name: Chris Rogers
Title: Mayor

Attest:

Stephanie A. Williams
City Clerk

Approved as to Form:

Jim Bellamy
City Attorney

Date of Execution: August __, 2021

DEVELOPER:

**CORNERSTONE COMMUNITIES II, LLC, a
California limited liability company**

SIGNED IN COUNTERPART
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, City and Developer have executed this Memorandum as of the date first above written.

CITY:

CITY OF SANTA ROSA,
a municipal corporation and charter city
under the laws of the State of California

SIGNED IN COUNTERPART

By: _____
Name: _____
Title: _____

Attest:

SIGNED IN COUNTERPART

City Clerk

Approved as to Form:


SIGNED IN COUNTERPART

City Attorney

Date of Execution: August __, 2021

DEVELOPER:

CORNERSTONE COMMUNITIES II, LLC, a
California limited liability company

By: 
Name: Ben Adams
Title: Manager


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 Marin) ss.

On 8/26/2021 2021, before me, Melanie Lorraine O'Callaghan,
notary public, personally appeared Alon Adani,
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.

Notary Public

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

(Seal)



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 8/25/2021 before me, Stephanie A. Williams, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Chris Rogers
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 and/or Stamp Above

Signature Stephanie A. Williams
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Cornerstone MOA
Document Date: 8/25/2021 Number of Pages: 11
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Chris Rogers
 Corporate Officer - Title(s): Mayer
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: City of Santa Rosa

Signer's Name: _____
 Corporate Officer - Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

EXHIBIT A

Legal Description of the Real Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ROSA, COUNTY OF SONOMA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE LAND DESCRIBED IN THE DEED TO W. R. CARITHERS AND SONS, INC., A CORPORATION, RECORDED MAY 13, 1946 IN BOOK 659 OF OFFICIAL RECORDS, PAGE 279, SONOMA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ROSS STREET PRODUCED WESTERLY WITH THE CENTER LINE OF "B" STREET, AND RUNNING THENCE NORTH 60° 04' 30" EAST ALONG THE SOUTHERLY LINE OF ROSS STREET AND THE PRODUCTION THEREOF, A DISTANCE OF 272.70 FEET TO A ½" IRON PIPE LOCATED AT THE NORTHWESTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM ERNEST L. FINLEY, ET UX, TO ELIGIO STROBINO, DATED JUNE 19, 1939 AND RECORDED JUNE 20, 1939, IN BOOK 480 OF OFFICIAL RECORDS, PAGE 7, SONOMA COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 153.04 FEET TO THE NORTHERLY LINE OF PARCEL ONE DESCRIBED IN THE DEED FROM VICTOR H. FAHRNER, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927 IN BOOK 180 OF OFFICIAL RECORDS, PAGE 443, SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST 0.78 FEET TO A 1-¼" IRON PIPE LOCATED AT THE NORTHWEST CORNER OF THE SAID LAND OF STROBINO; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 52.64 FEET TO THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF THE TRACT DESCRIBED IN THE DEED FROM J. C. NATHANSON, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927 IN BOOK 180 OF OFFICIAL RECORDS, PAGE 442, SONOMA COUNTY RECORDS, 29° 56' EAST 39.05 FEET TO THE LAND OF P. A. R. GAMBINI AND SECONDO TESTORELLI, AS DESCRIBED IN BOOK 883 OF OFFICIAL RECORDS, PAGE 82, SONOMA COUNTY RECORDS; THENCE ALONG SAID NORTHERLY LINE, SOUTH 59° 31' 10" WEST 79.02 FEET TO THE NORTHEAST CORNER OF THE TRACT DESCRIBED IN THE DEED FROM E. A. EYMANN, ET AL, TO FRED S. ROSENBERG, ET UX, DATED JANUARY 10, 1952 AND RECORDED JANUARY 22, 1952 IN BOOK 1102 OF OFFICIAL RECORDS, PAGE 27, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF THE SAID LANDS OF FRED S. ROSENBERG AS FOLLOWS: SOUTH 59° 59' 30" WEST 36 FEET; NORTH 30° 08' 30" WEST 7.00 FEET, AND SOUTH 59° 59' 30" WEST 26.00 FEET TO THE EASTERLY LINE OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM JENNIE REED BEECHAM TO F. P.

DOYLE, DATED JULY 2, 1941 AND RECORDED JULY 14, 1941 IN BOOK 528 OF OFFICIAL RECORDS, PAGE 350, SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE, NORTH 30° 08' 30" WEST 32.70 FEET TO THE SOUTH LINE OF THE TRACT OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM A. BACCI TO EVA BACCI, DATED MAY 18, 1937 AND RECORDED AUGUST 2, 1940 IN BOOK 507 OF OFFICIAL RECORDS, PAGE 230, SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE AND THE CONTINUATION THEREOF, 59° 59' 30" EAST 141.15 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA, AND BEING A PORTION OF THE LAND DESCRIBED IN THE DEED TO W. R. CARITHERS AND SONS, INC., A CORPORATION, RECORDED MAY 13, 1946 IN BOOK 659 OF OFFICIAL RECORDS, PAGE 279, SONOMA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ROSS STREET PRODUCED WESTERLY, WITH THE CENTER LINE OF "B" STREET AND RUNNING THENCE NORTH 60° 04' 30" EAST ALONG THE SOUTHERLY LINE OF ROSS STREET AND THE PRODUCTION THEREOF, A DISTANCE OF 272.70 FEET TO A ½" IRON PIPE LOCATED AT THE NORTHWESTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM ERNEST L. FINLEY, ET UX, TO ELIGIO STROBINO, DATED JUNE 19, 1939 AND RECORDED JUNE 20, 1937 IN BOOK 480 OF OFFICIAL RECORDS, PAGE 7, SONOMA COUNTY RECORDS, AND THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF THE SAID LAND OF STROBINO, SOUTH 29° 56' EAST 153.04 FEET TO THE NORTHERLY LINE OF THE TRACT DESCRIBED AS PARCEL ONE IN THE DEED FROM VICTOR H. FAHRNER, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927, IN BOOK 180 OF OFFICIAL RECORDS, PAGE 443, SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST 0.78 FEET TO A 1-¼" IRON PIPE LOCATED AT THE NORTHWEST CORNER OF THE SAID LAND OF STROBINO; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 52.64 FEET; THENCE SOUTH 59° 59' 30" WEST 101.15 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM A. BACCI TO EVA BACCI, DATED MAY 18, 1937 AND RECORDED AUGUST 2, 1940 IN BOOK 507 OF OFFICIAL RECORDS, PAGE 230, SONOMA COUNTY RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID LAND OF BACCI AND THE CONTINUATION THEREOF, NORTH 30° 08' 30" WEST 205.83 FEET TO THE SOUTHERLY LINE OF ROSS STREET; THENCE ALONG THE SOUTHERLY LINE OF ROSS STREET, NORTH 60° 04' 30" EAST 102.7 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LYING IN THE CITY OF SANTA ROSA AND BEING THE BAPTIST CHURCH PROPERTY LYING ON THE SOUTHEASTERLY CORNER OF ROSS AND "B" STREETS IN SAID CITY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY PROPERTY LINE OF ROSS STREET WITH THE EASTERLY PROPERTY LINE OF "B" STREET; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID SOUTHERLY LINE OF ROSS STREET NORTH 60° 04' 30" EAST, 140.00 FEET TO A POINT; THENCE SOUTH 30° 08' 30" EAST, 85.63 FEET TO A POINT; THENCE SOUTH 59° 59' 30" WEST, 140.00 FEET TO THE EASTERLY PROPERTY LINE OF "B" STREET; THENCE ALONG SAID EASTERLY LINE NORTH 30° 08' 30" WEST, 85.84 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE GAMBINI AND TESTORELLI PROPERTY DESCRIBED IN DEED RECORDED IN BOOK 883 OF OFFICIAL RECORDS, PAGE 82, SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET FROM WHICH POINT THE INTERSECTION OF THE EXISTING NORTHERLY LINE OF 5TH STREET PRODUCED WESTERLY AND THE CENTER LINE OF "B" STREET BEARS SOUTH 59° 59' 30" WEST 237.51 FEET; THENCE ALONG THE NORTHERLY LINE OF 5TH STREET NORTH 59° 59' 30" E. 33.00 FEET TO THE WESTERLY LINE OF THE TRACT OF LAND DESCRIBED AS THE EIGHTH TRACT IN THE DECREE OF DISTRIBUTION ENTERED JUNE 18, 1948 IN THE MATTER OF THE ESTATE OF CHARLOTTE NATHANSON, DECEASED, SUPERIOR COURT, COUNTY OF SONOMA, CASE # 17560, RECORDED JUNE 18, 1948, BOOK 804 OF OFFICIAL RECORDS, PAGE 220, SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE NORTH 29° 56' WEST 141.15 FEET TO THE NORTHERLY LINE OF THE SAID LANDS OF GAMBINI AND TESTORELLI; THENCE SOUTH 59° 31' 10" WEST 33.00 FEET; THENCE SOUTH 29° 56' E. 140.88 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE GAMBINI AND TESTORELLI PROPERTY DESCRIBED IN DEED RECORDED IN BOOK 883 OF OFFICIAL RECORDS, PAGE 82, SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET FROM WHICH POINT THE INTERSECTION OF THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET PRODUCED WESTERLY AND THE CENTER LINE OF "B" STREET BEARS SOUTH 59° 59' 30" WEST 237.51 FEET; THENCE NORTH 29° 56'

WEST 140.88 FEET TO THE NORTHERLY LINE OF THE SAID LANDS OF GAMBINI AND TESTORELLI; THENCE SOUTH 59° 31' 10" WEST 6.02 FEET; THENCE SOUTH 30° 08' 30" EAST 140.83 FEET; THENCE NORTH 59° 59' 30" EAST 5.51 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THE REAL PROPERTY CONVEYED IN THAT CERTAIN DEED DATED THE 3RD DAY OF DECEMBER, 1924, AND MADE BY ROBERT O'CONNOR, A WIDOWER, THE PARTY OF THE FIRST PART THEREIN, UNTO ROGER O'CONNOR, THE PARTY OF THE SECOND PART THEREIN, AND WHICH SAID CORNER IS THE POINT OF COMMENCEMENT OF THE PREMISES HEREIN DESCRIBED, AND WHICH SAID POINT OF COMMENCEMENT IS NORTHERLY SEVENTY (70) FEET AND WESTERLY TWO HUNDRED FORTY (240) FEET FROM THE NORTHEAST CORNER OF LOT 410, BLOCK 12, AS NUMBERED AND DESIGNATED UPON THE ORIGINAL MAP OF THE CITY OF SANTA ROSA; RUNNING THENCE NORTHERLY AND PARALLEL WITH MENDOCINO STREET, ONE HUNDRED FORTY (140) FEET MORE OR LESS, TO THE SOUTHERLY WALL OF A BRICK BUILDING, AS THE SAME EXISTED ON DECEMBER 3, 1924; THENCE WESTERLY AND ALONG THE SOUTHERLY WALL OF SAID BRICK BUILDING AND PARALLEL WITH FIFTH STREET, A DISTANCE OF SEVENTY-EIGHT (78) FEET TO THE EASTERLY LINE OF A CONCRETE BUILDING AS THE SAME EXISTED ON DECEMBER 3RD, 1924; THENCE SOUTHERLY, ALONG THE SAID EASTERLY WALL OF SAID CONCRETE BUILDING, AND PARALLEL WITH MENDOCINO STREET, ONE HUNDRED FORTY (140) FEET TO THE NORTHERLY LINE OF FIFTH STREET; AND THENCE EASTERLY AND ALONG THE NORTHERLY LINE OF FIFTH STREET, SEVENTY-EIGHT (78) FEET TO THE POINT OF COMMENCEMENT.

PARCEL 7:

LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE F. S. AND J. ROSENBERG PROPERTY DESCRIBED IN THE DEED RECORDED IN BOOK 1102 OF OFFICIAL RECORDS AT PAGE 27, SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"COMMENCING AT THE NORTHWESTERLY CORNER OF THE PARCEL OF LAND OF ROSENBERG REFERRED TO ABOVE, SAID CORNER BEING FURTHER DESCRIBED AS BEING THE SOUTHWESTERLY CORNER OF THAT PARCEL OF LAND, SONOMA COUNTY LAND TITLE COMPANY TO W. R. CARITHERS & SONS, INC. AS RECORDED MAY 13, 1946 IN OFFICIAL RECORDS OF SONOMA COUNTY, BOOK 659, PAGE 279, SAID CORNER ALSO BEING THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID TRUE POINT OF BEGINNING PARALLEL WITH THE CENTER LINE OF FIFTH STREET, NORTH 59° 59' 30" EAST 26.00 FEET; THENCE SOUTH 30° 08' 30" EAST 7.00 FEET; THENCE 59° 59' 30" WEST 26.00 FEET TO THE WESTERLY LINE OF THE ABOVE MENTIONED ROSENBERG PROPERTY;

THENCE NORTH 30° 08' 30" WEST PARALLEL WITH "B" STREET 7.00 FEET TO THE POINT OF BEGINNING."

PARCEL 8:

BEING A PORTION OF THE LANDS OF EVA BACCI AS DESCRIBED IN BOOK 507 OF OFFICIAL RECORDS, PAGE 230, UNDER RECORDER'S SERIAL NO. B-21903, SONOMA COUNTY RECORDS, SAID PORTION BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF "B" STREET FROM WHICH POINT THE INTERSECTION OF THE EASTERLY LINE OF "B" STREET AND THE ORIGINAL NORTHERLY LINE OF FIFTH STREET BEARS SOUTH 30° 08' 30" EAST 190.20 FEET; THENCE FROM SAID POINT OF BEGINNING NORTH 59° 59' 30" EAST 140.0 FEET TO A POINT; THENCE NORTH 30° 08' 30" WEST, 60.10 FEET TO A POINT; THENCE SOUTH 59° 59' 30" WEST, 140.0 FEET TO A POINT ON THE EASTERLY LINE OF "B" STREET AFORESAID; THENCE ALONG SAID LINE SOUTH 30° 08' 30" EAST, 60.10 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

BEGINNING AT A POINT ON THE EASTERLY LINE OF "B" STREET FROM WHICH POINT THE INTERSECTION OF THE EASTERLY LINE OF "B" STREET AND THE ORIGINAL NORTHERLY LINE OF 5TH STREET BEARS SOUTH 30° 08' 30" EAST 250.30 FEET, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS BEING THE NORTHWESTERLY CORNER OF THE PARCEL OF LAND CONVEYED TO EVA BACCI BY DEED RECORDED AUGUST 2, 1940 IN BOOK 507 OF OFFICIAL RECORDS, PAGE 230, SONOMA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING NORTH 59° 59' 30" EAST AND ALONG THE NORTHERLY LINE OF SAID LANDS CONVEYED TO EVA BACCI, 140 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE NORTH 30° 08' 30" WEST 60.10 FEET MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND CONVEYED BY THE FIRST BAPTIST CHURCH OF SANTA ROSA, A CORPORATION, TO THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION, BY DEED RECORDED NOVEMBER 22, 1955 UNDER RECORDER'S SERIAL NO. E-66641, SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST AND ALONG THE SOUTHERLY LINE OF SAID LANDS CONVEYED BY THE FIRST BAPTIST CHURCH 140 FEET TO THE EASTERLY LINE OF "B" STREET; THENCE SOUTH 30° 08' 30" EAST AND ALONG THE EASTERLY LINE OF "B" STREET 60.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 010-045-025

2021097807

Official Records of Sonoma County
Deva Marie Proto
08/27/2021 02:14 PM
FIRST AMERICAN TITLE COMPANY - SANTA ROSA-00

AGM 22 Pgs

Fee: \$0.00



**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO**

City of Santa Rosa
Department of Planning & Economic Development
Engineering Development Services
100 Santa Rosa Avenue RM 5
Santa Rosa, CA 95404

EXEMPT FROM RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: 010-045-025

Exempt from fee per GC 27388.1 (a) (2)
Recorded concurrently in connection
with a transfer of real property subject
to imposition of transfer tax

PARKING EASEMENT AGREEMENT

The Parking Easement Agreement (“Easement”) is entered into as of this 25 day of August, 2021 (“Effective Date”), by and between the CITY OF SANTA ROSA, a municipal corporation and charter city under the laws of the State of California (“City”) and CORNERSTONE COMMUNITIES II, LLC, a California limited liability company (“Owner”) (each, individually, a “Party” and collectively the “Parties”).

RECITALS

A. City is the former owner of certain real property consisting of approximately 1.49 acres and generally located at 410 B Street in the City of Santa Rosa, County of Sonoma, State of California (APN 010-045-025) as more particularly described in Exhibit A (the “City Parking Lot”). The City Parking Lot is improved with 144 parking spaces, that are used by the City as public parking

B. Owner is the is the owner of certain real property consisting of approximately 1.37 acres of land, located at 427 Mendocino Avenue in the City of Santa Rosa, County of Sonoma, State of California, as more particularly described on Exhibit B (the “Owner’s Adjacent Property”).

C. Pursuant to that certain Purchase and Sale Agreement between Owner and City dated June 8, 2021 (the “Purchase and Sale Agreement”), Owner acquired the City Parking Lot for the future development of a mixed use development project that Owner desires to construct on the City Parking Lot and Owner’s Adjacent Property (the “Project,” as defined by the Purchase and Sale Agreement), and City sold the City Parking Lot to Owner on the condition that, among other things, the City would continue to operate and use the City Parking Lot as a public parking lot in accordance with the terms of this Easement unless and until such time that Owner commences with construction of the Project, and Owner and City have entered into the “Parking Agreement” (as such term is defined in the Purchase and Sale Agreement) called for by the Purchase and Sale Agreement.

D. The Owner desires to provide to the City an easement over the City Parking Lot to allow the City to operate and use a public parking lot of 144 parking spaces pursuant to the terms and conditions of this Easement, until such time that Owner commences construction of the Project and the City and Owner have entered into the Parking Agreement.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. Parking Easement. Owner, as grantor, hereby grants to the City for the use of the City and the public, an exclusive easement in the City Parking Lot, which is improved with 144 surface parking spaces for public parking, for the operation of a public parking lot for passenger vehicles (the "**Parking Easement**"). The City hereby accepts the foregoing grant of Parking Easement and hereby expressly agrees to be bound by the terms, covenants and conditions contained in this Easement.

2. Term of Agreement. This Agreement and the Parking Easement granted herein shall remain in full force and effect until the later the following two events (the "**Term**"), both of which must occur in order for the term of this Agreement and the Parking Easement to expire: (1) Commencement construction of the Project, provided that Owner must give City not less than thirty (30) days' notice prior to such commencement of construction; and (2) the Owner and City have entered into the Parking Agreement. Upon termination of this Agreement, the City shall cooperate in such steps and the execution of such documents and instruments as are reasonably required and requested by Owner to remove this Agreement from Owner's title to the City Parking Lot.

3. Maintenance and Repair. The City is the prior owner of the City Parking Lot, is fully familiar with its condition and improvement, and has operated the City Parking Lot prior to the commencement of this Parking Easement. Accordingly, the City accepts the City Parking Lot which is the subject of this Easement in the City Parking Lot "**AS-IS, WHERE-IS**" with all faults of every nature. The City shall be exclusively responsible for maintenance and repair of the City Parking Lot in the manner the City deems appropriate for use of the City Parking Lot as a public parking lot in its sole and absolute discretion, including but not limited to the installation, maintenance or posting of any parking meters, signage, lighting, landscaping, or other fixtures as deemed necessary or appropriate by the City in its sole and absolute discretion. The City shall remove any such fixtures installed during the Term, unless otherwise agreed to between City and Owner. Notwithstanding such discretion, the City agrees to maintain the City Parking Lot in good condition and repair, ordinary wear and tear excepted, in safe condition, and in accordance with all Laws. As used herein, the term "**Laws**" shall mean the laws, rules, regulations, or requirements of any governmental or quasi-governmental entity, agency or tribunal having or asserting jurisdiction over the City Parking Lot. The City shall not commit any waste on the City Parking Lot, and shall not store (or permit to be stored) or discharge onto or in the City Parking Lot (excepting discharges by third parties that may occur in the normal course of operating a public parking lot, such as leaking motor oil or other petroleum products from automobiles parking on the Parking Lot), any "**Hazardous Substances**" which shall mean and include any chemical, compound, material, fixture, waste or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "infectious waste," "toxic substance,"

“toxic pollutant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, gasoline, motor oil, diesel fuel, other petroleum by-products, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixture of natural gas and such synthetic gas). “Hazardous Substances” shall include, without limitation, any hazardous or toxic substance, material or waste or any chemical, compound or mixture which is (A) asbestos, (B) designated as a “hazardous substance” pursuant to Section 1317 of the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), (C) defined as a “hazardous waste” pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, (42 U.S.C. Section 6901 et seq.), (D) defined as “hazardous substances” pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), or (E) listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR part 302); or in any and all amendments thereto in effect as of the Closing Date; or such chemicals, compounds, mixtures, substances, materials or wastes otherwise regulated under any applicable local, state or federal Environmental Laws.

4. Operation of Parking. City shall be solely responsible for the operation of the City Parking Lot as a public parking lot, in the manner that City deems appropriate in its sole and absolute discretion, and shall be responsible for all costs and expenses incurred for operating and maintaining, or causing to be operated and maintained, the City Parking Lot as a public parking lot. The City shall maintain the City Parking Lot free and clear of any liens (excepting current property taxes and assessments not yet due).

5. Revenue from the City Parking Lot. The City shall have the sole right to any and all revenue generated from the use as the City Parking Lot as a public parking lot for the Term of this Agreement. City may charge for and collect revenue for use of the public parking spaces in any manner that the City deems appropriate in its sole and absolute discretion.

6. Removal of City Fixtures. Upon the later of (1) receipt of notice from Owner that Owner intends to commence construction of the Project, and (2) the Parties’ entry into the Parking Agreement, City shall, within thirty (30) days and at its sole cost and expense, cease use of the City Parking Lot as a public parking lot and remove all signs and fixtures that are described in Exhibit C, attached hereto and incorporated herein by this reference, as well as any signs or fixtures installed by City on the City Parking Lot during the Term of this Agreement.

7. City Insurance. City shall obtain and keep in force during the term of this Agreement a policy of commercial general and automobile liability insurance with broad form general liability endorsement in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence of bodily injury and property damage combined or an equivalent amount through self-insurance or pooled risk groups that covers the City Parking Lot, against the risks of bodily injury, property damage and personal injury liability including, without limitation, any claim arising out of, or associated with, the use of the City Parking Lot by the City, its employees, contractors, licensees, invitees and members of the public; and (ii) such additional coverages as is reasonably appropriate in accordance with prudent risk management and all Laws. City shall cause the Owner to be named as an additional insured under its comprehensive general liability policy. Such insurance policies shall contain a waiver of subrogation rights by the insurer against the Owner.

City shall, upon request from the Owner, deliver certificates of insurance to the Owner evidencing the insurance coverage required to be maintained under this Easement by City.

8. No Obstructions/Interference. Owner shall not interfere with the public's use of or access to the City Parking Lot during the Term of this Agreement. Owner shall have no right for so long as this Agreement remains in effect to install, erect or construct any walls, fences, or barriers of any sort or kind within or that would restrict access to the City Parking Lot.

9. Covenants To Run With Land. Each of the covenants, conditions or restrictions in this Agreement shall run with the land, and shall bind successive Owner of the City Parking Lot, for the benefit of the City.

10. City's Indemnification. Except to the extent that liabilities arise from Owner's or its officers', directors', employees', agents', contractors' or subcontractors' gross negligence or willful misconduct, City shall indemnify, defend (by counsel reasonably satisfactory to Owner) and protect Owner and its officers, directors, employees, agents, contractors and subcontractors from and against and hold Owner and its officers, directors, employees, agents, contractors and subcontractors harmless and free from any and all liability, loss, costs, expenses, claims, demands, liens, suits or obligations, including without limitation reasonable attorneys' fees, court costs and other expenses, including without limitation, those of appeal, on account of or arising out of, injury to or death of any person or persons, or damage to or loss of use of property, from whatever cause occurring during the period that this Agreement is in effect and related in any way to the use, operation and maintenance of the City Parking Lot by City, its officers, directors, employees, agents, contractors, subcontractors, licensees, invitees, or members of the public including without limitation, the negligence or willful misconduct of City or its officers, directors, employees, agents, contractors, subcontractors, licensees, or invitees, pre-existing or migratory contamination of the City Parking Lot or material breaches of this Agreement by City.

11. Owner's Retained Right of Entry and Indemnification. Owner shall retain the right to enter the City Parking Lot to conduct surveys, studies, tests (including soil and groundwater tests) and planning for Owner's project, provided that such entry and activities do not unreasonably interfere with the City's use and operation of the City Parking Lot as a public parking lot. Owner shall provide City with reasonable prior notice of tests that require drilling or boring, or that may otherwise disturb improvements or fixtures at the City Parking Lot. City agrees to reasonably cooperate in facilitating and in the scheduling of such tests. Owner shall conduct such tests in accordance with all applicable Laws. Upon the conclusion of any such tests Owner, at its sole cost and expense shall repair and restore the City Parking Lot to the same general condition as existed prior to the conduct of such tests. Except to the extent that liabilities arise from City's or its officers', officials, councilmembers', employees', agents', contractors' or subcontractors' negligence or willful misconduct, Owner agrees to indemnify, defend (by counsel reasonably satisfactory to City) and protect City and its officers, officials, councilmembers, employees, agents, contractors and subcontractors from and against and hold City and its officers, officials, councilmembers, employees, agents, contractors and subcontractors harmless and free from any and all liability, loss, costs, expenses, claims, demands, liens, suits or obligations, including without limitation reasonable attorneys' fees, court costs and other expenses, including without limitation, those of appeal, on account of or arising out of, injury to or death of any person or persons or damage to or loss of use of property, from whatever cause, occurring during the period

that this Agreement is in effect and related in any way to Owner's retained right of entry to the City Parking Lot under this Section 11, the negligence or willful misconduct of Owner or its officers, directors, employees, agents, contractors or subcontractors or material breaches of this Agreement by Owner.

12. Indemnification Procedure. In the event any action is commenced or claim is made or threatened against an indemnified party, hereunder ("Indemnatee") as to which the other party ("Indemnitor") is obligated to indemnify Indemnatee or hold it harmless, Indemnatee shall promptly notify Indemnitor of such event and Indemnitor shall assume the defense of, and may settle, that part of any such claim or action commenced or made against Indemnatee which relates to Indemnitor's indemnification and Indemnitor may take such other steps as may be necessary to protect itself. Indemnitor shall not be liable to Indemnatee on account of any settlement of any such claim or litigation affected without Indemnitor's consent. The obligation of Indemnitor to assume the defense of any action shall be limited to that part of the action commenced against Indemnatee which relates to Indemnitor's obligation of indemnification and holding harmless. The indemnity provisions set forth herein shall specifically survive the expiration or earlier termination or expiration of this Agreement.

13. Amendment and Termination of Agreement. Notwithstanding anything to the contrary herein, a breach of this Agreement shall not entitle either Party to cancel, rescind, or otherwise terminate this Agreement, but such provision shall not affect in any manner any of the other rights or remedies which such Party may have under law or in this Agreement including, but not limited to, those arising by reason of any breach of this Agreement. This Agreement may only be amended or terminated by the mutual written agreement of the Parties or as otherwise provided by law, and the City's non-use of the Parking Easement granted under this Agreement shall not terminate the Parking Easement or this Agreement on the basis of not being used or be deemed an abandonment of the Parking Easement or this Agreement.

14. Default and Remedies.

14.1 Default. Upon any material breach of any provision of this Agreement by either Party, the non-breaching Party may serve written notice describing such breach to the breaching Party. If such breach is not cured within ten (10) days after such written notice, such breaching Party shall be in default of this Agreement; provided, however, that if the nature of the breach is such that it cannot be reasonably cured within this 10-day period then, provided that the breaching Party commences a cure during such 10-day period, and diligently and continuously prosecutes such cure to prompt completion thereafter, shall breach not be considered a default. An act of condemnation by any public entity shall not be considered a default under this Agreement.

14.2 Remedies. A default under this Agreement may be enforced by either Party. The non-defaulting Party shall have all remedies at law or in equity, including, without limitation, the right to perform such obligation on behalf of such defaulting Party and the right to be reimbursed by such defaulting Party for the cost of performance thereof, together with interest at the maximum rate allowed by law.

14.3 Failure to Enforce is Not a Waiver. The failure of either Party to insist upon the strict performance of any covenant, condition, or restriction in this Agreement shall not be construed as a waiver of any future breach of such provisions.

15. Estoppel Certificates. Owner may, from time to time, in connection with the financing or refinancing of the City Parking Lot and/or Owner's Adjacent Property by bona fide mortgage or deed of trust, deliver a written notice to City requesting that City execute a certificate certifying that the Owner making such request is not in default in the performance of its obligations under the terms of this Easement, or, if in default, describing therein the nature and amount of any default. City shall execute and return such certificate within twenty (20) days following such request.

16. General Provisions.

16.1 Attorneys' Fees. In the event that any legal action or proceeding is instituted to interpret or enforce this Agreement, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees and all other expenses incurred. As used herein, the term "prevailing party" shall mean the party who recovers a greater relief in an action to enforce or construe the provisions of this Agreement, whether or not damages are actually awarded to such party. The provisions of this Section 16.1 shall survive the termination of this Agreement.

16.2 Successors. This Agreement is and shall be binding upon and shall inure to the benefit of each of the Parties hereto and their respective successors, assigns, heirs, administrators, executors and legal representatives.

16.3 Governing Law. This Agreement is governed by the laws of the State of California, without regard to conflict of law provisions.

16.4 Notices. All notices under this Agreement shall be in writing and sent by (a) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, (b) by a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with that courier, or (c) email or similar means, if a copy of the notice is also sent by United States Mail, as follows:

To City: City of Santa Rosa
69 Stony Circle
Santa Rosa, CA 95401
Attn: Real Estate Manager

With a copy to: City of Santa Rosa
100 Santa Rosa Ave., Room 8
Santa Rosa, CA 95404
Attn: City Attorney

To Owner: Cornerstone Communities II, LLC
c/o Alon Adani
1435 N. McDowell Boulevard, Ste. 110
Petaluma, CA 94954
Attn: Alon Adani

With a copy to: Loeb & Loeb LLP
Two Embarcadero Center, Suite 2320
San Francisco, California 94111
Attention: Allan Abshez, Esq.

16.5 No Partnership. Neither this Easement, nor any of the acts of any Party, shall be deemed or construed to create the relationship of principal and agent, or that of a partnership, joint venture or other association between the Parties.

16.6 No Third-Party Beneficiaries. Except for the Indemnities, with respect to Sections 11 and 12, nothing in this Easement is intended, or shall be deemed, to be for the benefit of any third party, and no third party shall have any rights to enforce any of the terms of this Easement. Without limiting the generality of the foregoing, no member of the general public shall have any right to enforce the terms of this Easement including, without limitation, rights granted in Section 1 permitting use by members of the general public of the Parking Easement, and only the City, in its capacity as a party to this Easement shall have the right to enforce such provisions of Section 1.

16.7 No Waiver. The waiver by one Party of the performance or observance of any covenant or condition to be performed or observed by the other Party hereunder shall not invalidate this Easement, nor constitute a waiver by such Party of any other covenant or condition to be performed or observed by another hereunder.

16.8 Recitals. All Recitals set forth herein are hereby incorporated into this Easement. The Recitals have the same force and effect as all other provisions contained herein.

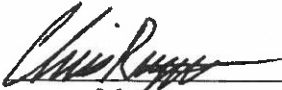
16.9 Severability. If (a) any provision of this Easement or the application of this Easement to any party to this Easement or any other person is held to be invalid, void, or illegal, and (b) the invalidity or illegality of such a provision does not deny a Party of the material benefit of this Easement, then the remaining provisions of this Easement shall nonetheless remain in full force and effect and shall not be affected by such invalidity or illegality.

16.10 Counterparts. This instrument may be executed in counterpart originals, all of which together when executed, shall be deemed to be one (1) instrument.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement on the date first above written.

CITY:

CITY OF SANTA ROSA, a municipal corporation and charter city under the laws of the State of California

By: 
Mayor *Chris Rogers*

ATTEST:

Stephanie A. Williams
City Clerk

Date: 8/25/21

APPROVED AS TO LEGAL FORM:

By: *Jane Gallagher*
City Attorney

OWNER:

CORNERSTONE COMMUNITIES II, LLC
a California limited liability company

By: SIGNED IN COUNTERPART

Its: _____

By: _____

Its: _____

Date: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 8/25/2021 before me, Stephanie A Williams, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Chris Rogers
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.



Signature Stephanie A. Williams
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Cornerstone Parking Easement Agreement

Document Date: 8/25/2021 Number of Pages: 19

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Chris Rogers

Corporate Officer - Title(s): Mayor

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer is Representing: City of Santa Rosa

Signer's Name:

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer is Representing:

IN WITNESS WHEREOF, the Parties hereto executed this Agreement on the date first above written.

CITY:

CITY OF SANTA ROSA, a municipal corporation and charter city under the laws of the State of California

By: SIGNED IN COUNTERPART
Mayor

ATTEST:

SIGNED IN COUNTERPART
City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

By: SIGNED IN COUNTERPART
City Attorney

OWNER:

CORNERSTONE COMMUNITIES II, LLC
a California limited liability company

By: [Signature]

Its: Manager - Alon Adani

By: _____

Its: _____

Date: 8/26/2021

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 Mariposa)

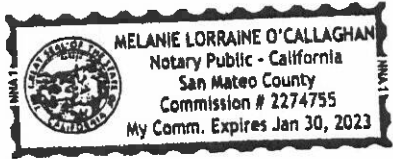
On 8/27/2021 before me, Melanie Lorraine O'Callaghan
(here insert name and title of the officer) Notary Public

personally appeared Alon Adani

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 [Handwritten Signature]

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s) _____
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s)
- Signer(s) Thumbprint(s)
-

Exhibit A

Legal Description of the City Parking Lot

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ROSA, COUNTY OF SONOMA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE LAND DESCRIBED IN THE DEED TO W. R. CARITHERS AND SONS, INC., A CORPORATION, RECORDED MAY 13, 1946 IN BOOK 659 OF OFFICIAL RECORDS, PAGE 279, SONOMA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ROSS STREET PRODUCED WESTERLY WITH THE CENTER LINE OF "B" STREET, AND RUNNING THENCE NORTH 60° 04' 30" EAST ALONG THE SOUTHERLY LINE OF ROSS STREET AND THE PRODUCTION THEREOF, A DISTANCE OF 272.70 FEET TO A ½" IRON PIPE LOCATED AT THE NORTHWESTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM ERNEST L. FINLEY, ET UX, TO ELIGIO STROBINO, DATED JUNE 19, 1939 AND RECORDED JUNE 20, 1939, IN BOOK 480 OF OFFICIAL RECORDS, PAGE 7, SONOMA COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 153.04 FEET TO THE NORTHERLY LINE OF PARCEL ONE DESCRIBED IN THE DEED FROM VICTOR H. FAHRNER, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927 IN BOOK 180 OF OFFICIAL RECORDS, PAGE 443, SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST 0.78 FEET TO A 1-¼" IRON PIPE LOCATED AT THE NORTHWEST CORNER OF THE SAID LAND OF STROBINO; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 52.64 FEET TO THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF THE TRACT DESCRIBED IN THE DEED FROM J. C. NATHANSON, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927 IN BOOK 180 OF OFFICIAL RECORDS, PAGE 442, SONOMA COUNTY RECORDS, 29° 56' EAST 39.05 FEET TO THE LAND OF P. A. R. GAMBINI AND SECONDO TESTORELLI, AS DESCRIBED IN BOOK 883 OF OFFICIAL RECORDS, PAGE 82, SONOMA COUNTY RECORDS; THENCE ALONG SAID NORTHERLY LINE, SOUTH 59° 31' 10" WEST 79.02 FEET TO THE NORTHEAST CORNER OF THE TRACT DESCRIBED IN THE DEED FROM E. A. EYMANN, ET AL, TO FRED S. ROSENBERG, ET UX, DATED JANUARY 10, 1952 AND RECORDED JANUARY 22, 1952 IN BOOK 1102 OF OFFICIAL RECORDS, PAGE 27, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF THE SAID LANDS OF FRED S. ROSENBERG AS FOLLOWS: SOUTH 59° 59' 30" WEST 36 FEET; NORTH 30° 08' 30" WEST 7.00 FEET, AND SOUTH 59° 59' 30" WEST 26.00 FEET TO THE EASTERLY LINE OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM JENNIE REED BEECHAM TO F. P. DOYLE, DATED JULY 2, 1941 AND RECORDED JULY 14, 1941 IN BOOK 528 OF OFFICIAL RECORDS, PAGE 350, SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE, NORTH 30° 08' 30" WEST 32.70 FEET TO THE SOUTH LINE OF THE TRACT OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM A. BACCI TO EVA BACCI, DATED MAY 18, 1937 AND RECORDED AUGUST 2, 1940 IN BOOK 507 OF OFFICIAL RECORDS, PAGE 230, SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE AND THE CONTINUATION THEREOF, 59° 59' 30" EAST 141.15 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA, AND BEING A PORTION OF THE LAND DESCRIBED IN THE DEED TO W. R. CARITHERS AND SONS, INC., A CORPORATION, RECORDED MAY 13, 1946 IN BOOK 659 OF OFFICIAL RECORDS, PAGE 279, SONOMA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ROSS STREET PRODUCED WESTERLY, WITH THE CENTER LINE OF "B" STREET AND RUNNING THENCE NORTH 60° 04' 30" EAST ALONG THE SOUTHERLY LINE OF ROSS STREET AND THE PRODUCTION THEREOF, A DISTANCE OF 272.70 FEET TO A ½" IRON PIPE LOCATED AT THE NORTHWESTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM ERNEST L. FINLEY, ET UX, TO ELIGIO STROBINO, DATED JUNE 19, 1939 AND RECORDED JUNE 20, 1937 IN BOOK 480 OF OFFICIAL RECORDS, PAGE 7, SONOMA COUNTY RECORDS, AND THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF THE SAID LAND OF STROBINO, SOUTH 29° 56' EAST 153.04 FEET TO THE NORTHERLY LINE OF THE TRACT DESCRIBED AS PARCEL ONE IN THE DEED FROM VICTOR H. FAHRNER, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927, IN BOOK 180 OF OFFICIAL RECORDS, PAGE 443, SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST 0.78 FEET TO A 1-¼" IRON PIPE LOCATED AT THE NORTHWEST CORNER OF THE SAID LAND OF STROBINO; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 52.64 FEET; THENCE SOUTH 59° 59' 30" WEST 101.15 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM A. BACCI TO EVA BACCI, DATED MAY 18, 1937 AND RECORDED AUGUST 2, 1940 IN BOOK 507 OF OFFICIAL RECORDS, PAGE 230, SONOMA COUNTY RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID LAND OF BACCI AND THE CONTINUATION THEREOF, NORTH 30° 08' 30" WEST 205.83 FEET TO THE SOUTHERLY LINE OF ROSS STREET; THENCE ALONG THE SOUTHERLY LINE OF ROSS STREET, NORTH 60° 04' 30" EAST 102.7 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LYING IN THE CITY OF SANTA ROSA AND BEING THE BAPTIST CHURCH PROPERTY LYING ON THE SOUTHEASTERLY CORNER OF ROSS AND "B" STREETS IN SAID CITY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY PROPERTY LINE OF ROSS STREET WITH THE EASTERLY PROPERTY LINE OF "B" STREET; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID SOUTHERLY LINE OF ROSS STREET NORTH 60° 04' 30" EAST, 140.00 FEET TO A POINT; THENCE SOUTH 30° 08' 30" EAST, 85.63 FEET TO A POINT; THENCE SOUTH 59° 59' 30" WEST, 140.00 FEET TO THE EASTERLY PROPERTY LINE OF "B" STREET; THENCE ALONG SAID EASTERLY LINE NORTH 30° 08' 30" WEST, 85.84 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE GAMBINI AND TESTORELLI PROPERTY DESCRIBED IN DEED RECORDED IN BOOK 883 OF OFFICIAL RECORDS, PAGE 82, SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET FROM WHICH POINT THE INTERSECTION OF THE EXISTING NORTHERLY LINE OF 5TH STREET PRODUCED WESTERLY AND THE CENTER LINE OF "B" STREET BEARS SOUTH 59° 59' 30" WEST 237.51 FEET; THENCE ALONG THE NORTHERLY LINE OF 5TH STREET NORTH 59° 59' 30" E. 33.00 FEET TO THE WESTERLY LINE OF THE TRACT OF LAND DESCRIBED AS THE EIGHTH TRACT IN THE DECREE OF DISTRIBUTION ENTERED JUNE 18, 1948 IN THE MATTER OF THE ESTATE OF CHARLOTTE NATHANSON, DECEASED, SUPERIOR COURT, COUNTY OF SONOMA, CASE # 17560, RECORDED JUNE 18, 1948, BOOK 804 OF OFFICIAL RECORDS, PAGE 220, SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE NORTH 29° 56' WEST 141.15 FEET TO THE NORTHERLY LINE OF THE SAID LANDS OF GAMBINI AND TESTORELLI; THENCE SOUTH 59° 31' 10" WEST 33.00 FEET; THENCE SOUTH 29° 56' E. 140.88 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE GAMBINI AND TESTORELLI PROPERTY DESCRIBED IN DEED RECORDED IN BOOK 883 OF OFFICIAL RECORDS, PAGE 82, SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET FROM WHICH POINT THE INTERSECTION OF THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET PRODUCED WESTERLY AND THE CENTER LINE OF "B" STREET BEARS SOUTH 59° 59' 30" WEST 237.51 FEET; THENCE NORTH 29° 56' WEST 140.88 FEET TO THE NORTHERLY LINE OF THE SAID LANDS OF GAMBINI AND TESTORELLI; THENCE SOUTH 59° 31' 10" WEST 6.02 FEET; THENCE SOUTH 30° 08' 30" EAST 140.83 FEET; THENCE NORTH 59° 59' 30" EAST 5.51 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THE REAL PROPERTY CONVEYED IN THAT CERTAIN DEED DATED THE 3RD DAY OF DECEMBER, 1924, AND MADE BY ROBERT O'CONNOR, A WIDOWER, THE PARTY OF THE FIRST PART THEREIN, UNTO ROGER O'CONNOR, THE PARTY OF THE SECOND PART THEREIN, AND WHICH SAID CORNER IS THE POINT OF COMMENCEMENT OF THE PREMISES HEREIN DESCRIBED, AND WHICH SAID POINT OF COMMENCEMENT IS NORTHERLY SEVENTY (70) FEET AND WESTERLY TWO HUNDRED FORTY (240) FEET FROM THE NORTHEAST CORNER OF LOT 410, BLOCK 12, AS NUMBERED AND DESIGNATED UPON THE ORIGINAL MAP OF THE CITY OF SANTA ROSA; RUNNING THENCE NORTHERLY AND PARALLEL WITH MENDOCINO STREET, ONE HUNDRED FORTY (140) FEET MORE OR LESS, TO THE SOUTHERLY WALL OF A BRICK BUILDING, AS THE SAME EXISTED ON DECEMBER 3, 1924; THENCE WESTERLY AND ALONG THE SOUTHERLY WALL OF SAID BRICK BUILDING AND PARALLEL WITH FIFTH STREET, A DISTANCE OF SEVENTY-EIGHT (78) FEET TO THE EASTERLY LINE OF A CONCRETE BUILDING AS THE SAME EXISTED ON DECEMBER 3RD, 1924; THENCE SOUTHERLY, ALONG THE SAID EASTERLY WALL OF SAID CONCRETE BUILDING, AND PARALLEL WITH MENDOCINO STREET, ONE HUNDRED FORTY (140) FEET TO THE NORTHERLY LINE OF FIFTH STREET; AND THENCE EASTERLY AND ALONG THE NORTHERLY LINE OF FIFTH STREET, SEVENTY-EIGHT (78) FEET TO THE POINT OF COMMENCEMENT.

PARCEL 7:

LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE F. S. AND J. ROSENBERG PROPERTY DESCRIBED IN THE DEED RECORDED IN BOOK 1102 OF OFFICIAL RECORDS AT PAGE 27, SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"COMMENCING AT THE NORTHWESTERLY CORNER OF THE PARCEL OF LAND OF ROSENBERG REFERRED TO ABOVE, SAID CORNER BEING FURTHER DESCRIBED AS BEING THE SOUTHWESTERLY CORNER OF THAT PARCEL OF LAND, SONOMA COUNTY LAND TITLE COMPANY TO W. R. CARITHERS & SONS, INC. AS RECORDED MAY 13, 1946 IN OFFICIAL RECORDS OF SONOMA COUNTY, BOOK 659, PAGE 279, SAID CORNER ALSO BEING THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID TRUE POINT OF BEGINNING PARALLEL WITH THE CENTER LINE OF FIFTH STREET, NORTH 59° 59' 30" EAST 26.00 FEET; THENCE SOUTH 30° 08' 30" EAST 7.00 FEET; THENCE 59° 59' 30" WEST 26.00 FEET TO THE WESTERLY LINE OF THE ABOVE MENTIONED ROSENBERG PROPERTY; THENCE NORTH 30° 08' 30" WEST PARALLEL WITH "B" STREET 7.00 FEET TO THE POINT OF BEGINNING."

PARCEL 8:

BEING A PORTION OF THE LANDS OF EVA BACCI AS DESCRIBED IN BOOK 507 OF OFFICIAL RECORDS, PAGE 230, UNDER RECORDER'S SERIAL NO. B-21903, SONOMA COUNTY RECORDS, SAID PORTION BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF "B" STREET FROM WHICH POINT THE INTERSECTION OF THE EASTERLY LINE OF "B" STREET AND THE ORIGINAL NORTHERLY LINE OF FIFTH STREET BEARS SOUTH 30° 08' 30" EAST 190.20 FEET; THENCE FROM SAID POINT OF BEGINNING NORTH 59° 59' 30" EAST 140.0 FEET TO A POINT; THENCE NORTH 30° 08' 30" WEST, 60.10 FEET TO A POINT; THENCE SOUTH 59° 59' 30" WEST, 140.0 FEET TO A POINT ON THE EASTERLY LINE OF "B" STREET AFORESAID; THENCE ALONG SAID LINE SOUTH 30° 08' 30" EAST, 60.10 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

BEGINNING AT A POINT ON THE EASTERLY LINE OF "B" STREET FROM WHICH POINT THE INTERSECTION OF THE EASTERLY LINE OF "B" STREET AND THE ORIGINAL NORTHERLY LINE OF 5TH STREET BEARS SOUTH 30° 08' 30" EAST 250.30 FEET, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS BEING THE NORTHWESTERLY CORNER OF THE PARCEL OF LAND CONVEYED TO EVA BACCI BY DEED RECORDED AUGUST 2, 1940 IN BOOK 507 OF OFFICIAL RECORDS, PAGE 230, SONOMA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING NORTH 59° 59' 30" EAST AND ALONG THE NORTHERLY LINE OF SAID LANDS CONVEYED TO EVA BACCI, 140 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE NORTH 30° 08' 30" WEST 60.10 FEET MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND CONVEYED BY THE FIRST BAPTIST CHURCH OF SANTA ROSA, A CORPORATION, TO THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION, BY DEED RECORDED NOVEMBER 22, 1955 UNDER RECORDER'S SERIAL NO. E-66641, SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST AND ALONG THE SOUTHERLY LINE OF SAID LANDS CONVEYED BY THE FIRST BAPTIST CHURCH 140 FEET TO THE EASTERLY LINE OF "B" STREET; THENCE SOUTH 30° 08' 30" EAST AND ALONG THE EASTERLY LINE OF "B" STREET 60.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 010-045-025

Exhibit B

Legal Description of Owner's Adjacent Property

Real property in the City of Santa Rosa, County of Sonoma, State of California as follows:

PARCEL ONE: (APN: 010-045-026 PORTION)

COMMENCING AT A CITY MONUMENT MARKING THE INTERSECTION OF THE CENTER LINE OF MENDOCINO AVENUE, IN THE CITY OF SANTA ROSA, WITH THE CENTER LINE OF ROSS STREET IN SAID CITY; THENCE ALONG THE SAID CENTER LINE OF ROSS STREET, SOUTH 60° 05' WEST, 39.70 FEET TO A NAIL AND SHINER; THENCE CONTINUING ALONG SAID CENTER LINE OF ROSS STREET, SOUTH 60° 05' WEST, 138.40 FEET TO A NAIL AND SHINER; THENCE LEAVING SAID CENTER LINE AND RUNNING SOUTH 29° 56' EAST, 20.00 FEET TO A NAIL AND SHINER, ON THE SOUTHEASTERLY LINE OF SAID ROSS STREET, AND THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE ALONG THE SAID SOUTHEASTERLY LINE OF ROSS STREET, SOUTH 60° 05' WEST, 50.00 FEET; THENCE LEAVING SAID LINE AND RUNNING SOUTH 29° 56' EAST, 64 FEET 10 INCHES; THENCE PARALLEL WITH SAID LINE OF ROSS STREET, NORTH 60° 05' EAST, 50.00 FEET; THENCE NORTH 29° 56' WEST, 64 FEET 10 INCHES, TO THE TRUE POINT OF BEGINNING AFORESAID.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY DECREE AND FINAL ORDER OF CONDEMNATION RECORDED JANUARY 20, 1892, IN BOOK 135 OF DEEDS, PAGE 591, SONOMA COUNTY RECORDS.

PARCEL TWO: (APN: 010-045-026 PORTION)

FOR A POINT OF COMMENCEMENT, BEGIN AT THE CITY MONUMENT DRIVEN IN THE PAVEMENT AND THE GROUND AT THE INTERSECTION OF THE CENTER LINES OF MENDOCINO AVENUE AND ROSS STREET IN SAID CITY; THENCE ALONG THE CENTER LINE OF ROSS STREET AND THE EXTENSION THEREOF SOUTH 60° 4-1/2' WEST, 184.05 FEET TO A POINT; THENCE LEAVING SAID CENTER LINE, RUN SOUTH 29° 56' EAST 20 FEET TO THE SOUTHERN LINE OF ROSS STREET AT A POINT WHICH MARKS THE NORTHWEST CORNER OF THE 12 FOOT STRIP DESCRIBED IN THE RIGHT OF WAY AGREEMENT EXECUTED BY C.H. BUMPUS, ET UX, AND SARAH P. HART, DATED AUGUST 16, 1902, RECORDED SEPTEMBER 6, 1902 IN BOOK J OF BONDS AND AGREEMENTS, PAGE 80; THENCE ALONG THE SAID SOUTHERN LINE OF ROSS STREET, NORTH 60° 04-1/2' WEST, 138.4 FEET; THENCE NORTH 29° 56' WEST 98.12 FEET TO THE SOUTHERN LINE OF ROSS STREET; THENCE ALONG SAID SOUTHERN LINE OF ROSS STREET, NORTH 60° 4-1/2' EAST 138.4 FEET TO THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY DECREE AND FINAL ORDER OF CONDEMNATION RECORDED JANUARY 20, 1892, IN BOOK 135 OF DEEDS, PAGE 591, SONOMA COUNTY RECORDS.

PARCEL THREE: (APN: 010-045-026 PORTION)

FOR A POINT OF COMMENCEMENT, BEGIN AT THE CITY MONUMENT DRIVEN IN THE PAVEMENT AND THE GROUND AT THE INTERSECTION OF THE CENTER LINES OF MENDOCINO AVENUE AND ROSS STREET IN SAID CITY; THENCE ALONG THE CENTER LINE OF ROSS STREET AND THE EXTENSION THEREOF SOUTH 60° 4-1/2' WEST, 184.05 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE, RUN SOUTH 29° 56' EAST 20 FEE TO THE SOUTHERN LINE OF ROSS STREET AT A POINT WHICH MARKS THE NORTHWEST CORNER OF THE 12 FOOT STRIP DESCRIBED IN THE RIGHT OF WAY AGREEMENT EXECUTED BY C.H. BUMPOS, ET UX, AND SARAH P. HART, DATED AUGUST 16, 1902 AND RECORDED SEPTEMBER 6, 1902 IN BOOK J OF BONDS AND AGREEMENTS, PAGE 80, FOR THE ACTUAL POINT OF COMMENCEMENT OF THE TRACT TO BE HEREIN DESCRIBED, THENCE FROM SAID POINT OF

COMMENCEMENT, RUN NORTH 60°04 1/2' EAST ALONG THE SOUTHERN LINE OF ROSS STREET 6 FEET TO A POINT DISTANT 138.4 FEET FROM THE INTERSECTION OF THE SOUTHERN LINE OF ROSS STREET AND THE WEST LINE OF MENDOCINO AVENUE AS SAME EXISTED ON AUGUST 1, 1941; THENCE SOUTH 29°56' EAST 98.12 FEET TO A POINT, THENCE NORTH 60°04 1/2' EAST 138.4 FEET TO THE WESTERN LINE OF MENDOCINO AVENUE; THENCE ALONG THE WESTERN LINE OF MENDOCINO AVENUE, SOUTH 29°56' EAST 55.22 FEET TO THE CENTER LINE OF A 10 FOOT ALLEY; THENCE ALONG SAID CENTER LINE SOUTH 60°10' WEST 188.7 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE TRACT DESCRIBED IN THE DEED FROM FINLEY TO STROBINO, RECORDED IN BOOK 478 OF OFFICIAL RECORDS, PAGE 428, SONOMA COUNTY RECORDS; THENCE ALONG THE EASTERN LINE OF SAID TRACT NORTH 29°56' WEST 153.04 FEET, MORE OR LESS, TO THE SOUTHERN LINE OF ROSS STREET; THENCE ALONG ROSS STREET, NORTH 60°04-1/2' EAST 44 FEET TO THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO PRESS DEMOCRAT PUBLISHING CO., A CALIFORNIA CORPORATION, BY DEED RECORDED DECEMBER 31, 1952 UNDER RECORDER'S SERIAL NO. D-84555, BOOK 1180, PAGE 1, SONOMA COUNTY RECORDS.

PARCEL FOUR: (APN: 010-045-026 PORTION)

FOR A POINT OF COMMENCEMENT, BEGIN AT THE CITY MONUMENT DRIVEN IN THE PAVEMENT AND THE GROUND AT THE INTERSECTION OF THE CENTERLINES OF MENDOCINO AVENUE AND ROSS STREET IN SAID CITY; THENCE ALONG THE CENTERLINE OF ROSS STREET AND EXTENSION THEREOF SOUTH 60°4-1/2' WEST, 184.05 FEET TO A POINT; THENCE LEAVING SAID CENTER LINE, RUN SOUTH 29°56' EAST 20 FEET TO THE SOUTHERN LINE OF ROSS STREET AT A POINT WHICH MARKS THE NORTHWEST CORNER OF THE 12 FOOT STRIP DESCRIBED IN THE RIGHT OF WAY AGREEMENT EXECUTED BY C.H. BUMPUS, ET US, AND SARAH P. HART, DATED AUGUST 16, 1902, RECORDED SEPTEMBER 6, 1902 IN BOOK J OF BONDS AND AGREEMENTS, PAGE 80, FOR THE ACTUAL POINT OF COMMENCEMENT OF THE TRACT TO BE HEREIN DESCRIBED; THENCE FROM SAID POINT OF COMMENCEMENT RUN NORTH 60°4-1/2' EAST ALONG THE SOUTHERN LINE OF ROSS STREET 6 FEET TO A POINT DISTANT 138.4 FEET FROM THE INTERSECTION OF THE SOUTHERN LINE OF ROSS STREET AND THE WEST LINE OF MENDOCINO AVENUE AS SAME EXISTED ON AUGUST 1, 1951; THENCE SOUTH 29°56' EAST 153.04 FEET TO THE CENTER LINE OF A TEN FOOT ALLEY; THENCE ALONG THE CENTER LINE SOUTH 60°10' WEST 50 FEET TO THE SOUTHEAST CORNER OF THE TRACT DESCRIBED IN THE DEED FROM FINLEY TO STROBINO RECORDED IN BOOK 478 OF OFFICIAL RECORDS; PAGE 428, SONOMA COUNTY RECORDS; THENCE ALONG THE EASTERN LINE OF SAID TRACT NORTH 29°56' WEST 153.04 FEET TO THE SOUTHERN LINE OF ROSS STREET; THENCE ALONG ROSS STREET NORTH 60°04-1/2' EAST 44 FEET TO THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE PERBOW COMPANY, A PARTNERSHIP, BY DEED RECORDED OCTOBER 13, 1964 UNDER RECORDER'S SERIAL NO. J-13152, BOOK 2080, PAGE 545, SONOMA COUNTY RECORDS.

PARCEL FIVE: (APN: 010-045-022)

LYING WITHIN THE CITY OF SANTA ROSA AND BEING A PORTION OF THAT CERTAIN PROPERTY CONVEYED FROM REYNOLD W. LORENZEN ET AL TO PIETRO BUTTITTA, DESCRIBED IN DEED RECORDED IN BOOK 2078 OF OFFICIAL RECORDS, PAGE 75, SONOMA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND CITY MONUMENT AT THE CENTERLINE INTERSECTION OF MENDOCINO AVENUE AND ROSS STREET IN THE CITY OF SANTA ROSA, FROM WHICH MONUMENT A SIMILAR CITY MONUMENT AT THE INTERSECTION OF "B" STREET AND ROSS STREET, BEARS SOUTH 60°05'09" WEST 542.80 FEET; THENCE ALONG SAID MENDOCINO AVENUE CENTERLINE SOUTH 29°55'40" EAST, 415.49 FEET TO A CITY MONUMENT AT THE INTERSECTION OF SAID CENTERLINE WITH THE "OLD" NORTH

LINE OF 5TH STREET, WHICH LINES 30.0 FEET, NORTH 29° 55' 40" WEST OF THE INTERSECTION OF 5TH STREET CENTERLINE AND MENDOCINO AVENUE, ALL MONUMENTS ARE SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY OF THE 5TH & "b" STREET PARKING LOT IN THE CITY OF SANTA ROSA" RECORDED IN BOOK 84 OF MAPS, PAGE 44, SONOMA COUNTY RECORDS; THENCE FROM THE LAST MENTIONED MONUMENT ALONG SAID "OLD" NORTHERLY LINE OF 5TH STREET, SOUTH 60° 00' 15" WEST, 30.00 FEET TO THE WESTERLY SIDE OF MENDOCINO AVENUE; (FROM SAID POINT AN ADDITIONAL CITY STREET MONUMENT AT "B" STREET CENTERLINE BEARS SOUTH 60° 00' 15" WEST 511.26 FEET); THENCE RETURNING ALONG THE MENDOCINO AVENUE WESTERLY LINE, SAID LINE LYING 30.0 FEET WESTERLY OF AND PARALLEL TO THE CENTERLINE, NORTH 29° 55' 40" WEST, 110.00 FEET; THENCE PARALLEL TO 5TH STREET "OLD" MONUMENT LINE, SOUTH 60° 00' 15" WEST, 10.0 FEET TO THE TRUE POINT OF BEGINNING (WITNESSED BY A LEAD AND BRASS TAG BEARING NORTH 60° 00' 15" EAST 4.00 FEET; THENCE FROM SAID TRUE POINT OF BEGINNING, SOUTH 60° 00' 15" WEST PARALLEL TO SAID "OLD" MONUMENT LINE OF 5TH STREET, 130.00 FEET TO A SET ½" IRON PIPE AND TAG AT THE SOUTHWESTERLY CORNER OF AN EXISTING OLD BRICK WALL, ALSO BEING THE NORTHWESTERLY CORNER OF A 10.0 FOOT WIDE ALLEY (HEREINAFTER REFERRED TO IN PARCEL TWO)); THENCE SOUTH 60° 55' 40" WEST PARALLEL TO MENDOCINO AVENUE, 25.0 FEET TO A POINT; THENCE SOUTH 60° 00' 15" WEST PARALLEL TO 5TH STREET AND ALONG THE FACE OF AN EXISTING BUILDING AT THE ROOF LINE (SAID BUILDING BEING THE FORMER SANTA ROSA REPUBLICAN CONCRETE BUILDING REFERRED TO IN PARCELS IN THAT CERTAIN DEED RECORDED UNDER SERIAL NO. A-88808 (BOOK 440 OR 301), 28.25 FEET TO THE CORNER THEREOF; THENCE SOUTH 29° 55' 40" WEST PARALLEL TO MENDOCINO AVENUE ALONG THE WESTERLY FACE OF SAID BUILDING COLUMN LINE AT THE ROOF LINE 25.00 FEET TO A POINT; THENCE SOUTH 60° 00' 15" WEST ON A LINE PARALLEL TO THE NEW RIGHT OF WAY LINE OF FIFTH STREET AND LYING NORTH 100.0 FEET THEREFROM, 71.76 FEET TO A SET CONCRETE NAIL IN THE MUDSILL OF THE FORMER MONTGOMERY WARDS WAREHOUSE, MARKING THE INTERSECTION WITH THE EASTERLY PROPERTY LINE OF THE CITY OF SANTA ROSA (BEING SENIOR TITLE), SAID LINE DEPICTED ON THE SAID RECORD OF SURVEY RECORDED IN BOOK 84 OF MAPS, PAGE 44, AND WITNESSED BY A FOUND L.S. TAG, NO. 2757 LYING SOUTH 29° 55' 31" EAST 102.0 FEET; THENCE ALONG SAID PROPERTY LINE NORTH 29° 55' 31" WEST (RECORD MAP BEARING FOR THE SAME LINE IS NORTH 29° 55' 40" WEST) 132.99 FEET TO A SET ½" IRON PIPE AND TAG; THENCE CONTINUING NORTH 29° 55' 31" WEST 148.99 FEET TO A SET ½" IRON PIPE AND TAG AT THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF ROSS STREET, AS DESCRIBED IN THE DEED TO THE CITY OF SANTA ROSA, RECORDED IN BOOK 135 OF DEEDS, PAGE 591 SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE NORTH 60° 00' 09" EAST 42.06 FEET TO A FOUND BRASS TAG IN LEAD DELINEATED ON THAT CERTAIN RECORD OF SURVEY MAP OF THE LANDS OF THE PRESS DEMOCRAT PUBLISHING COMPANY, RECORDED IN BOOK 188 OF MAPS, PAGE 46, SONOMA COUNTY RECORDS; THENCE SOUTH 30° 07' 02" EAST 149.15 (RECORD OF SURVEY FOR THIS LINE INDICATES THIS COURSE AS SOUTH 30° 08' 20" EAST 149.17 FEET) TO A FOUND LEAD AND TAG SHOWN ON SAID RECORD OF SURVEY; THENCE NORTH 60° 12' 43" EAST 187.44 FEET (MAP RECORD BEARING NORTH 60° 11' 15" EAST) TO A SET LEAD AND TAG, SAID POINT LYING ON A LINE RUNNING PARALLEL TO AND 40.0 FEET WESTERLY FROM THE CENTERLINE OF MENDOCINO AVENUE; THENCE ALONG SAID 40.0 FOOT PARALLEL LINE, SOUTH 29° 55' 40" EAST 132.16 FEET TO THE TRUE POINT OF BEGINNING, BASIS OF BEARING IS THE CENTERLINE OF MENDOCINO AVENUE WITH TAGS MENTIONED BEARING THE INSCRIPTION HOGAN, SCHOCH & ASSOCIATES, LS 2798, FORM A SURVEY IN FEBRUARY, 1978.

PARCEL FIVE A:

AN EASEMENT OVER THAT CERTAIN RIGHT OF WAY OR ALLEY, EXTENDING FROM FIFTH STREET AS REFERRED TO IN PARCEL III, IN THAT CERTAIN DEED FROM REYNOLDS W. LORENZEN, ET AL TO PIETRO BUTTIFA RECORDED OCTOBER 2, 1964 IN BOOK 2078 OF OFFICIAL RECORDS, PAGE 75, SONOMA COUNTY RECORDS, SAID EASEMENT ALSO DESCRIBED IN THE DEED TO CHARLES DEMMER, RECORDED IN BOOK 150 OF OFFICIAL RECORDS, PAGE 242, SONOMA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF THE INTERSECTION OF FIFTH STREET AND MENDOCINO; THENCE NORTH 29° 55' 40" WEST 30.00 FEET TO A CITY MONUMENT; THENCE PARALLEL

TO FIFTH STREET, SOUTH 60° 00' 15" WEST 170.0 FEET; THENCE NORTH 29° 55' 40" WEST 10.0 FEET TO THE SOUTHWESTERLY CORNER OF LANDS CONVEYED TO MEDICO PROPERTIES, DESCRIBED IN PARCEL III, IN THE DEED RECORDED IN BOOK 1805 OF OFFICIAL RECORDS, PAGE 50, SONOMA COUNTY RECORDS, BEING ALSO THE SOUTHWESTERLY CORNER OF THE 10.0 FOOT WIDE ALLEY MENTIONED THEREIN; THENCE NORTH 29° 55' 40" WEST PARALLEL TO MENDOCINO AVENUE, 100.0 FEET TO A SET ½" IRON PIPE AND TAG AT THE SOUTHWEST CORNER OF AN EXISTING BRICK WALL; THENCE NORTH 60° 00' 15" EAST 10.0 FEET; THENCE SOUTH 29° 55' 40" EAST 100.0 FEET TO THE NEW RIGHT OF WAY LINE OF FIFTH STREET; THENCE SOUTH 60° 00' 15" WEST 10.0 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL SIX: (APN: 010-044-015)

LYING WITHIN THE CITY OF SANTA ROSA, BEING THE SAME LANDS DESCRIBED IN THE CONVEYANCE TO PRESS DEMOCRAT PUBLISHING COMPANY, A CORPORATION, BE DEED DATED MARCH 10, 1977, RECORDED IN BOOK 3199, PAGE 789, SERIAL NO. R-96348, OFFICIAL RECORDS OF SONOMA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY WELL MONUMENT AT THE CENTERLINE OF ROSS STREET AND MENDOCINO AVENUE, FROM WHICH ANOTHER CITY MONUMENT AT SAID ROSS STREET CENTERLINE WITH "B" STREET BEARS SOUTH 60° 05' 09" WEST, 542.80 FEET; THENCE ALONG SAID CENTERLINE SOUTH 60° 05' 09" WEST, 38.66 FEET TO A POINT; THENCE AT RIGHT ANGLES NORTH 29° 54' 51" WEST, 20.00 FEET TO A NAIL AND TAG MARKING THE NORTHERLY LINE OF SAID ROSS STREET WITH THE WESTERLY LINE OF MENDOCINO AVENUE, SAID CORNER BEING THE SAME SOUTHWESTERLY CORNER OF THAT CERTAIN 3.5 FOOT WIDE STRIP CONVEYED TO THE CITY OF SANTA ROSA BY DEED RECORDED IN BOOK 425, PAGE 164, SERIAL NO. A-79291, SONOMA COUNTY RECORDS; SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE HEREIN DESCRIBED; THENCE FROM SAID TRUE POINT OF BEGINNING, CONTINUING NORTH 29° 54' 51" WEST, 87.00 FEET TO A NAIL AND TAG; THENCE SOUTH 60° 05' 09" WEST, 146.50 FEET TO A ½" REBAR AND TAG; THENCE SOUTH 29° 54' 51" EAST, 87.00 FEET TO A NAIL AND TAG ON THE NORTH LINE OF ROSS STREET, SAID POINT LIES NORTH 60° 05' 09" EAST, 357.73 FEET FROM THE CENTERLINE OF "B" STREET; THENCE ALONG SAID STREET LINE PARALLEL TO AND 20.00 FEET DISTANT, NORTHERLY OF SAID ROSS STREET CENTERLINE, NORTH 60° 05' 09" EAST, 146.50 FEET TO THE POINT OF BEGINNING. BASIS OF BEARING BEING SAID CENTERLINE OF ROSS STREET, ALL TAGS BEAR THE INSCRIPTION "HOGAN-SCHOCH & ASSOCIATES" LS2798.

PARCEL SEVEN: (APN: 009-024-001 & 009-024-043)

LYING WITHIN THE CITY OF SANTA ROSA AND BEING ALL OF THOSE LANDS DESCRIBED IN THE CONVEYANCE TO PRESS DEMOCRAT PUBLISHING COMPANY, DESCRIBED IN THE DEED RECORDED JUNE 15, 1960 IN BOOK 1763, PAGE 136, SERIAL NO. G-14513, AND THE DEED RECORDED APRIL 29, 1970 IN BOOK 2458, PAGE 214, SERIAL NO. L-61262, OFFICIAL RECORDS OF SONOMA COUNTY, SAID LANDS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY WELL MONUMENT ON THE CENTERLINE OF JOHNSON STREET (A.K.A. 7TH STREET) AT A BEGINNING OF CURVE, WHICH LIES NORTH 60° 12' 00" EAST, 337.88 FEET FROM A CITY MONUMENT ON THE CENTERLINE OF MENDOCINO AVENUE; THENCE ALONG THE CENTERLINE OF JOHNSON STREET NORTH 60° 12' 00" EAST, 124.04 FEET TO THE INTERSECTION OF THE CENTERLINE OF HUMBOLDT STREET; THENCE ALONG THE CENTERLINE OF HUMBOLDT STREET, NORTH 29° 44' 00" WEST, 130.00 FEET TO A PINT; THENCE SOUTH 60° 11' 59" WEST, 30.00 FEET TO A ½" IRON PIPE AND TAG AT THE NORTHEASTERLY CORNER OF LOT 29 DELINEATED ON THE "MAP OF GREEN'S ADDITION TO SANTA ROSA" RECORDED JUNE 1, 1860, IN BOOK 1 OF MAPS AT PAGE 2, OFFICIAL RECORDS OF SONOMA COUNTY; THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTH LINE OF SAID LOT 29, SOUTH 60° 11' 59" WEST, 181.46 TO A ½" IRON PIPE AND TAG AT THE NORTHWESTERLY CORNER THEREOF ON THE EASTERLY LINE OF RILEY STREET; THENCE ALONG SAID RILEY STREET LINE SOUTH 29° 57' 10" EAST, 72.33 FEET

TO A POINT OF CURVE, AT THE NORTHERLY CORNER OF THAT PORTION OF LOT 30 CONVEYED TO THE CITY OF SANTA ROSA AND DESCRIBED IN THE DEED RECORDED IN BOOK 2274, PAGE 544, OFFICIAL RECORDS OF SONOMA COUNTY; THENCE ON CURVE TO THE LEFT THRU A RADIUS OF 15.0 FEET, FOR A DELTA ANGLE OF 71° 24' 27" (DEED 68° 44' 54") FOR A LENGTH OF 77.76 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG THE NORTHERLY STREET LINE NORTH 60° 12' 00" EAST, 94.58 FEET TO THE SOUTHEASTERLY CORNER OF LOT 30; THENCE ALONG THE WESTERLY LINE OF SAID HUMBOLDT STREET, NORTH 29° 44' 00" WEST, 100.00 FEET TO THE POINT OF BEGINNING; THE BEARINGS ARE BASED ON THE CENTERLINE OF JOHNSON STREET (HOLDING NORTH 60° 12' 00" EAST) THE TAG MENTIONED SEARS THE INSCRIPTION HOGAN-SCHOCH & ASSOCIATES Is2798.

PARCELS ONE THROUGH SEVEN ABOVE ALSO BEING DESCRIBED AS FOLLOWS:

PARCEL A:

COMMENCING AT INTERSECTION OF THE CENTER LINE OF MENDOCINO AVENUE WITH THE CENTER LINE OF ROSS STREET IN THE CITY OF SANTA ROSA AS SHOWN ON THE RECORD OF SURVEY FILED APRIL 30, 1985 IN BOOK 370 OF MAPS AT PAGE 23, OFFICIAL RECORDS OF SAID COUNTY; THENCE, SOUTH 60° 05' 09" WEST ALONG THE SAID CENTER LINE OF ROSS STREET, 39.65 FEET; THENCE LEAVING SAID CENTER LINE, SOUTH 29° 55' 40" EAST, 20.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID ROSS STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE SOUTHEASTERLY LINE OF ROSS STREET, SOUTH 60° 05' 09" WEST, 188.22 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE, SOUTH 30° 07' 02" EAST, 3.89 FEET; THENCE SOUTH 60° 05' 09" WEST, PARALLEL WITH THE CENTERLINE OF SAID ROSS STREET, 42.14 FEET TO THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN BOOK 1180 OF DEEDS, AT PAGE 1, SERIAL NO. D-84555, OFFICIAL RECORDS OF SONOMA COUNTY; THENCE SOUTH 29° 55' 31" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL, 281.99 FEET TO A POINT, DISTANT 140.00 FEET NORTHWESTERLY, MEASURED PERPENDICULARLY, TO THE CENTERLINE OF FIFTH STREET; THENCE NORTH 60° 00' 15" EAST, AND PARALLEL TO THE CENTERLINE OF FIFTH STREET, 71.76 FEET; THENCE NORTH 29° 55' 40" WEST, AND PARALLEL TO THE CENTERLINE OF MENDOCINO AVENUE, 25.00 FEET; THENCE NORTH 60° 00' 15" EAST, 28.25 FEET; THENCE SOUTH 29° 55' 40" EAST, 25.00 FEET; THENCE NORTH 60° 00' 15" EAST, 130.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF MENDOCINO AVENUE; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID MENDOCINO AVENUE, AS SHOWN ON THE AFOREMENTIONED RECORD OF SURVEY, THE FOLLOWING THREE (3) COURSES:

1. NORTH 29° 55' 40" WEST 132.21 FEET;
2. NORTH 60° 12' 43" EAST, 0.35 FEET;
3. NORTH 29° 55' 40" WEST, 153.34 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY DECREE AND FINAL ORDER OF CONDEMNATION RECORDED JANUARY 20, 1892, IN BOOK 135 OF DEEDS, PAGE 591, SONOMA COUNTY RECORDS.

PARCEL B:

COMMENCING AT INTERSECTION OF THE CENTER LINE OF MENDOCINO AVENUE WITH THE CENTER LINE OF ROSS STREET IN THE CITY OF SANTA ROSA AS SHOWN ON THE RECORD OF SURVEY FILED APRIL 30, 1985 IN BOOK 370 OF MAPS AT PAGE 23, OFFICIAL RECORDS OF SAID COUNTY; THENCE, SOUTH 60° 05' 09" WEST ALONG THE SAID CENTER LINE OF ROSS STREET, 38.66 FEET; THENCE, LEAVING SAID CENTER LINE, NORTH 29° 54' 51" WEST, 20.00 FEET TO THE POINT OF BEGINNING; THENCE, ALONG THE SOUTHEASTERLY RIGHT OF WAY OF SAID ROSS STREET AS SHOWN ON SAID RECORD OF SURVEY, NORTH 29° 54' 51" WEST, 87.00 FEET; THENCE, LEAVING SAID RIGHT OF WAY, SOUTH 60° 05' 09" WEST, 146.50 FEET; THENCE, SOUTH 29° 54' 51" EAST TO A POINT ON THE NORTHWESTERLY RIGHT

OF WAY LINE OF ROSS STREET; THENCE, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, NORTH 60° 05' 09" EAST, 146.50 FEET TO THE POINT OF BEGINNING.

PARCEL C:

COMMENCING AT INTERSECTION OF THE CENTER LINE OF MENDOCINO AVENUE WITH THE CENTER LINE OF ROSS STREET IN THE CITY OF SANTA ROSA AS SHOWN ON THE RECORD OF SURVEY FILED APRIL 30, 1985 IN BOOK 370 OF MAPS AT PAGE 23, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 29° 55' 40" WEST, ALONG THE CENTERLINE OF SAID MENDOCINO AVENUE, 115.22 FEET, TO THE INTERSECTION WITH THE CENTERLINE OF SEVENTH STREET; THENCE NORTH 60° 12' 00", ALONG THE CENTERLINE OF SAID SEVENTH STREET, 461.92 FEET TO THE INTERSECTION WITH THE CENTERLINE OF HUMBOLDT STREET AS SHOWN ON THAT RECORD OF SURVEY FILED NOVEMBER 25, 1975 IN BOOK 227 OF MAPS AT PAGE 23, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 29° 44' 00" WEST, ALONG THE LAST MENTIONED CENTERLINE, 130.00 FEET; THENCE, SOUTH 60° 11' 59" WEST, LEAVING SAID CENTERLINE, 30.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF HUMBOLDT STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 60° 11' 59" WEST, LEAVING SAID RIGHT OF WAY LINE, 181.46 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF RILEY STREET AS SHOWN ON SAID LAST MENTIONED RECORD OF SURVEY; THENCE SOUTH 29° 57' 10" EAST, ALONG SAID RIGHT OF WAY LINE, 72.33 FEET TO A POINT OF CURVATURE; THENCE ALONG A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE 71° 24' 27", AN ARC DISTANCE OF 18.69 FEET TO A POINT OF COMPOUND CURVATURE, SAID POINT BEING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF SEVENTH STREET; THENCE, ALONG SAID RIGHT OF WAY LINE, ALONG A 220.00 FOOT RADIUS CURVE, WHOSE CENTER BEARS NORTH 11° 21' 37" WEST, THROUGH A CENTRAL ANGLE OF 20° 15' 06", AN ARC DISTANCE OF 77.76 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY, NORTH 60° 12' 00" EAST 94.35 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED HUMBOLDT STREET; THENCE, NORTH 29° 44' 00" WEST, ALONG THE LAST MENTIONED SOUTHWESTERLY LINE, 200.03 FEET TO THE POINT OF BEGINNING.

Exhibit C

RETAINED FIXTURES AND SIGNAGE

Parking Meters- the following IPS multi-space parking meter pay stations will be removed with these meter numbers: L-2001, L-2002, L-2003, L-2004 and L-2005.

Signs – the following signs will be removed:

Lot 2	
Warning Unauthorized Vehicle 72 hour	3
Unauthorized Parked in ADA	2
Remember Your License Plate	2
Metered Parking Hour Limit	2
The following is prohibited	2
ADA Parking	5
Minimum Fine \$250	5
18 x 24 9 Hr Value Rate Lg	10
Lg Passport	4
12 x 18 9 Hr Value Rate Sm	6
Sm Passport	5
One Way	3
Exit	1
Exit Only	1
Motorcycle	1

2021097808

Official Records of Sonoma County
Deva Marie Proto
08/27/2021 02:14 PM
FIRST AMERICAN TITLE COMPANY - SANTA ROSA-00

AGM 13 Pgs

Fee: \$0.00



**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO**

City of Santa Rosa
Department of Planning & Economic Development
Engineering Development Services
100 Santa Rosa Avenue RM 5
Santa Rosa, CA 95404

EXEMPT FROM RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE
APN: 010-045-025

CONTINUING DEVELOPMENT COVENANT AGREEMENT

For valuable consideration, the receipt of which is hereby acknowledged, the **CITY OF SANTA ROSA**, a municipal corporation and charter city under the laws of the State of California ("City") and **CORNERSTONE COMMUNITIES II, LLC**, a California limited liability company ("Owner") (each, individually, a "Party" and collectively the "Parties"), agree as of this 25 day of August, 2021 that certain parcel of real property located at 410 B Street in the City of Santa Rosa, County of Sonoma, State of California (APN 010-045-025) (the "Property") legally described on **Exhibit A**, which is being acquired by Owner concurrently with recordation of this Continuing Development Covenant Agreement (the "Covenant"), will be subject to the conditions, restrictions, reservations, and rights of the City specified below:

1. AGREEMENT OF PURCHASE AND SALE INCORPORATED. The Parties enter into this Covenant pursuant to and in furtherance of that certain Agreement of Purchase and Sale for Future Infill Development and Joint Escrow Instruction entered into by and between the Parties and dated as of June 8, 2021 (the "**Purchase and Sale Agreement**"). The terms and conditions of the Purchase and Sale Agreement are incorporated into this Covenant by this reference.¹ In the event of any inconsistency between this Agreement and the Purchase and Sale Agreement, the terms and conditions of the Purchase and Sale Agreement shall govern and control.

2. USE. Pursuant to Section 23(a)(ii) of the Purchase and Sale Agreement (and subject to the Parties' performance of their reciprocal obligations pursuant to the Purchase and Sale Agreement and the remedies provided in Sections 23 and 24 of the Purchase and Sale Agreement), Owner hereby covenants and agrees, for itself, its lessees, successors and assigns, that any future development of the Property shall occur in conjunction with that certain adjacent property also owned by Owner consisting of approximately 1.37 acres of land and located at 427 Mendocino Avenue (the "**Project**") and shall include the following components:

¹ For the purposes of this Covenant, all capitalized terms not defined herein shall be as defined in the Purchase and Sale Agreement. Exempt from fee per GC 27388.1 (a) (2)

Recorded concurrently in connection
with a transfer of real property subject
to imposition of transfer tax

A. 144 parking stalls which shall be available to the public for 40 years from the first date that said parking stalls are available to the public pursuant to the Parking Agreement, which shall, at a minimum, include terms that require the following:

(i) The term of the Parking Agreement shall be 40 years from the first date said parking stalls are made available to the public (the "Term")

(ii) During the Term, Buyer shall maintain and operate said parking stalls for use by the general public,

(iii) During the Term, Buyer shall provide the City with the net revenue on a monthly basis from the 144 parking stalls, which shall be determined in a manner as more specifically set forth in the Parking Agreement.

(iv) In calculating the net revenue due to the City, Buyer shall be entitled to deduct the pro rata share of expenses attributable to Buyer's actual cost of operating, maintaining, cleaning, securing, repairing, replacing, and upgrading the parking stalls and associated parking fixtures and equipment based on the percentage that 144 spaces bears to the total number of parking spaces in the Project, which expenses shall include, but shall not be limited to, fees and expenses paid to a third party parking manager (if any), utility expenses, taxes and assessments, the cost of property, fire, casualty, liability, workers compensation and other insurance, and reasonable operating and maintenance reserves; provided, however that such expenses shall not include deposits or set-asides for capital reserves for repair or replacement of the parking structure. The manner in which such expenses will be documented and reported to City shall be more specifically set forth in the Parking Agreement

(v) During the Term, Parking rates for the 144 spaces shall be set in coordination with the City's Parking Program.

(vi) During the period that the 144 parking stalls are unavailable to the public due to the construction of the Project, Buyer shall provide the City with a monthly payment in lieu of parking revenue to be deposited with the City's Parking District in an amount equal to the average monthly net revenue from the Property during the last full fiscal year prior to commencement of construction of the Project.

B. Not less than fifteen percent (15%) of the housing units proposed as part of any development project on the Property and Buyer's Adjacent Property shall be reserved for rent or for sale for at an affordable rent or sales price, as applicable, for a period of 55 years for lower income households as defined by California Health and Safety Code (H&SC) Section 50079.5 and in accordance with the income limits for lower income households published annually by the California Department of Housing and Community Development; and

C. Ten thousand (10,000) square feet of ground floor community benefit space, which shall include uses that are available for the general public as well as residents of the Project, including but not limited to healthcare clinics, childcare or family services, education related, grocery/hardware/sundry markets, cafés, restaurants, and general retail.

3. NO IMPAIRMENT OF LIEN. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Covenant shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor of Owner to the Site shall be bound by such covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

4. DURATION. This Covenant shall be deemed to run with the land and shall remain in effect unless and until Owner and City enter into the Parking Agreement (at which time this Covenant shall be automatically terminated and of no further force and effect), or until the Parties exercise their respective rights and remedies pursuant to Sections 23 and 24 of the Purchase and Sale Agreement, at which point the parties shall cooperate in taking such actions as are necessary to remove this Covenant from title to the Property.

5. SUCCESSORS AND ASSIGNS. This Covenant shall be binding for the benefit of City and its successors and assigns and Owner and any successor in interest to the Property or any part thereof, and such covenants shall run in favor of City and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether Owner is or remains as owner of any land or interest therein to which such covenants relate. In the event of any breach of any such covenants, such parties shall have the right to exercise the rights and remedies available to them, respectively, under Sections 23 and 24 of the Purchase and Sale Agreement. The covenants contained in this Agreement shall be for the benefit of and shall be enforceable only by City and Owner and their respective successors and such aforementioned parties.

6. DEFAULT AND REMEDIES.

A. The Parties acknowledge and agree that the performance of all covenants contained in this Covenant is subject to the Parties' performance of their reciprocal obligations pursuant to the Purchase and Sale Agreement, and that the remedies of the Parties for any default of this Covenant shall be limited to the remedies provided in Sections 23 and 24 of the Purchase and Sale Agreement.

B. Failure to Enforce is Not a Waiver. The failure of either Party to insist upon the strict performance of any covenant, condition, or restriction in this Covenant shall not be construed as a waiver of any future breach of such provisions

7. ATTORNEYS' FEES. In the event that any legal action or proceeding is instituted to interpret or enforce this Covenant, the prevailing Party shall be entitled to its costs, including reasonable attorneys' fees and all other expenses incurred

8. SUCCESSORS. This Covenant is and shall be binding upon and shall inure to the benefit of each of the Parties hereto and their respective successors, assigns, heirs, administrators, executors and legal representatives.

9. GOVERNING LAW. This Covenant is governed by the laws of the State of California.

10. NOTICES. All notices under this Covenant shall be in writing and sent by (a) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, (b) by a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with that courier, or (c) email or similar means, if a copy of the notice is also sent by United States Mail, as follows:

To City: City of Santa Rosa
69 Stony Circle
Santa Rosa, CA 95401
Attn: Real Estate Manager

With a copy to: City of Santa Rosa
100 Santa Rosa Ave., Room 8
Santa Rosa, CA 95404
Attn: City Attorney

To Owner: Cornerstone Communities II, LLC
c/o Alon Adani
1435 N. McDowell Boulevard, Ste. 110
Petaluma, CA 94954
Attn: Alon Adani

With a copy to: Loeb & Loeb LLP
Two Embarcadero Center, Suite 2320
San Francisco, California 94111
Attention: Allan Abshez, Esq.

11. COUNTERPARTS. This Covenant may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, City and Owner have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, as of the date first written above.

CITY:

CITY OF SANTA ROSA, a municipal corporation and charter city under the laws of the State of California

By: Chris Rogers
Mayor Chris Rogers

ATTEST:

Stephanie A. Williams
City Clerk

Date: 8/25/21

APPROVED AS TO LEGAL FORM:

By: Jim Callaghan
City Attorney

OWNER:

CORNERSTONE COMMUNITIES II, LLC
a California limited liability company

By: SIGNED IN COUNTERPART

Its: _____

By: _____

Its: _____

Date: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 8/25/2021 before me, Stephanie A. Williams, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Chris Rogers
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.



Signature Stephanie A. Williams
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Cornerstone Continuing Development Agreement
Document Date: 8/25/2021 Number of Pages: 10
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Chris Rogers Signer's Name: _____
 Corporate Officer - Title(s): Mayor Corporate Officer - Title(s): _____
 Partner - Limited General Partner - Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: City of Santa Rosa Signer is Representing: _____

IN WITNESS WHEREOF, City and Owner have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, as of the date first written above.

CITY:

CITY OF SANTA ROSA, a municipal corporation and charter city under the laws of the State of California

SIGNED IN COUNTERPART

By: _____
Mayor

ATTEST:

SIGNED IN COUNTERPART

City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

SIGNED IN COUNTERPART

By: _____
City Attorney

OWNER:

CORNERSTONE COMMUNITIES II, LLC
a California limited liability company

By: _____

Its: Manager Alon Adani

By: _____

Its: _____

Date: 8/26/2021

State of California)
County of Marin)

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.

On 8/27/2021 before me, Melanie Lorraine O'Callaghan
(here insert name and title of the officer)

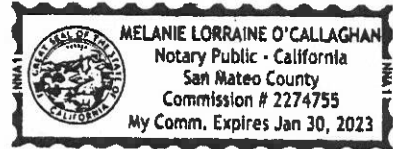
personally appeared Alon Adani

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 [Handwritten Signature]



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____ containing _____ pages, and dated _____.

- The signer(s) capacity or authority is/are as:
- Individual(s)
 - Attorney-in-Fact
 - Corporate Officer(s) _____ Title(s) _____
 - Guardian/Conservator
 - Partner - Limited/General
 - Trustee(s)
 - Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

EXHIBIT A

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ROSA, COUNTY OF SONOMA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE LAND DESCRIBED IN THE DEED TO W. R. CARITHERS AND SONS, INC., A CORPORATION, RECORDED MAY 13, 1946 IN BOOK 659 OF OFFICIAL RECORDS, PAGE 279, SONOMA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ROSS STREET PRODUCED WESTERLY WITH THE CENTER LINE OF "B" STREET, AND RUNNING THENCE NORTH 60° 04' 30" EAST ALONG THE SOUTHERLY LINE OF ROSS STREET AND THE PRODUCTION THEREOF, A DISTANCE OF 272.70 FEET TO A ½" IRON PIPE LOCATED AT THE NORTHWESTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM ERNEST L. FINLEY, ET UX, TO ELIGIO STROBINO, DATED JUNE 19, 1939 AND RECORDED JUNE 20, 1939, IN BOOK 480 OF OFFICIAL RECORDS, PAGE 7, SONOMA COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 153.04 FEET TO THE NORTHERLY LINE OF PARCEL ONE DESCRIBED IN THE DEED FROM VICTOR H. FAHRNER, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927 IN BOOK 180 OF OFFICIAL RECORDS, PAGE 443, SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST 0.78 FEET TO A 1-¼" IRON PIPE LOCATED AT THE NORTHWEST CORNER OF THE SAID LAND OF STROBINO; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 52.64 FEET TO THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF THE TRACT DESCRIBED IN THE DEED FROM J. C. NATHANSON, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927 IN BOOK 180 OF OFFICIAL RECORDS, PAGE 442, SONOMA COUNTY RECORDS, 29° 56' EAST 39.05 FEET TO THE LAND OF P. A. R. GAMBINI AND SECONDO TESTORELLI, AS DESCRIBED IN BOOK 883 OF OFFICIAL RECORDS, PAGE 82, SONOMA COUNTY RECORDS; THENCE ALONG SAID NORTHERLY LINE, SOUTH 59° 31' 10" WEST 79.02 FEET TO THE NORTHEAST CORNER OF THE TRACT DESCRIBED IN THE DEED FROM E. A. EYMANN, ET AL, TO FRED S. ROSENBERG, ET UX, DATED JANUARY 10, 1952 AND RECORDED JANUARY 22, 1952 IN BOOK 1102 OF OFFICIAL RECORDS, PAGE 27, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF THE SAID LANDS OF FRED S. ROSENBERG AS FOLLOWS: SOUTH 59° 59' 30" WEST 36 FEET; NORTH 30° 08' 30" WEST 7.00 FEET, AND SOUTH 59° 59' 30" WEST 26.00 FEET TO THE EASTERLY LINE OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM JENNIE REED BEECHAM TO F. P.

DOYLE, DATED JULY 2, 1941 AND RECORDED JULY 14, 1941 IN BOOK 528 OF OFFICIAL RECORDS, PAGE 350, SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE, NORTH 30° 08' 30" WEST 32.70 FEET TO THE SOUTH LINE OF THE TRACT OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM A. BACCI TO EVA BACCI, DATED MAY 18, 1937 AND RECORDED AUGUST 2, 1940 IN BOOK 507 OF OFFICIAL RECORDS, PAGE 230, SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE AND THE CONTINUATION THEREOF, 59° 59' 30" EAST 141.15 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA, AND BEING A PORTION OF THE LAND DESCRIBED IN THE DEED TO W. R. CARITHERS AND SONS, INC., A CORPORATION, RECORDED MAY 13, 1946 IN BOOK 659 OF OFFICIAL RECORDS, PAGE 279, SONOMA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ROSS STREET PRODUCED WESTERLY, WITH THE CENTER LINE OF "B" STREET AND RUNNING THENCE NORTH 60° 04' 30" EAST ALONG THE SOUTHERLY LINE OF ROSS STREET AND THE PRODUCTION THEREOF, A DISTANCE OF 272.70 FEET TO A ½" IRON PIPE LOCATED AT THE NORTHWESTERLY CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED FROM ERNEST L. FINLEY, ET UX, TO ELIGIO STROBINO, DATED JUNE 19, 1939 AND RECORDED JUNE 20, 1937 IN BOOK 480 OF OFFICIAL RECORDS, PAGE 7, SONOMA COUNTY RECORDS, AND THE ACTUAL POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF THE SAID LAND OF STROBINO, SOUTH 29° 56' EAST 153.04 FEET TO THE NORTHERLY LINE OF THE TRACT DESCRIBED AS PARCEL ONE IN THE DEED FROM VICTOR H. FAHRNER, ET UX, TO ELIGIO STROBINO, DATED DECEMBER 14, 1927 AND RECORDED DECEMBER 19, 1927, IN BOOK 180 OF OFFICIAL RECORDS, PAGE 443, SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST 0.78 FEET TO A 1-¼" IRON PIPE LOCATED AT THE NORTHWEST CORNER OF THE SAID LAND OF STROBINO; THENCE ALONG THE WESTERLY LINE THEREOF, SOUTH 29° 56' EAST 52.64 FEET; THENCE SOUTH 59° 59' 30" WEST 101.15 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM A. BACCI TO EVA BACCI, DATED MAY 18, 1937 AND RECORDED AUGUST 2, 1940 IN BOOK 507 OF OFFICIAL RECORDS, PAGE 230, SONOMA COUNTY RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID LAND OF BACCI AND THE CONTINUATION THEREOF, NORTH 30° 08' 30" WEST 205.83 FEET TO THE SOUTHERLY LINE OF ROSS STREET; THENCE ALONG THE SOUTHERLY LINE OF ROSS STREET, NORTH 60° 04' 30" EAST 102.7 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LYING IN THE CITY OF SANTA ROSA AND BEING THE BAPTIST CHURCH PROPERTY LYING ON THE SOUTHEASTERLY CORNER OF ROSS AND "B" STREETS IN SAID CITY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY PROPERTY LINE OF ROSS STREET WITH THE EASTERLY PROPERTY LINE OF "B" STREET; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID SOUTHERLY LINE OF ROSS STREET NORTH $60^{\circ} 04' 30''$ EAST, 140.00 FEET TO A POINT; THENCE SOUTH $30^{\circ} 08' 30''$ EAST, 85.63 FEET TO A POINT; THENCE SOUTH $59^{\circ} 59' 30''$ WEST, 140.00 FEET TO THE EASTERLY PROPERTY LINE OF "B" STREET; THENCE ALONG SAID EASTERLY LINE NORTH $30^{\circ} 08' 30''$ WEST, 85.84 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE GAMBINI AND TESTORELLI PROPERTY DESCRIBED IN DEED RECORDED IN BOOK 883 OF OFFICIAL RECORDS, PAGE 82, SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET FROM WHICH POINT THE INTERSECTION OF THE EXISTING NORTHERLY LINE OF 5TH STREET PRODUCED WESTERLY AND THE CENTER LINE OF "B" STREET BEARS SOUTH $59^{\circ} 59' 30''$ WEST 237.51 FEET; THENCE ALONG THE NORTHERLY LINE OF 5TH STREET NORTH $59^{\circ} 59' 30''$ E. 33.00 FEET TO THE WESTERLY LINE OF THE TRACT OF LAND DESCRIBED AS THE EIGHTH TRACT IN THE DECREE OF DISTRIBUTION ENTERED JUNE 18, 1948 IN THE MATTER OF THE ESTATE OF CHARLOTTE NATHANSON, DECEASED, SUPERIOR COURT, COUNTY OF SONOMA, CASE # 17560, RECORDED JUNE 18, 1948, BOOK 804 OF OFFICIAL RECORDS, PAGE 220, SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE NORTH $29^{\circ} 56'$ WEST 141.15 FEET TO THE NORTHERLY LINE OF THE SAID LANDS OF GAMBINI AND TESTORELLI; THENCE SOUTH $59^{\circ} 31' 10''$ WEST 33.00 FEET; THENCE SOUTH $29^{\circ} 56'$ E. 140.88 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PARCEL OF LAND LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE GAMBINI AND TESTORELLI PROPERTY DESCRIBED IN DEED RECORDED IN BOOK 883 OF OFFICIAL RECORDS, PAGE 82, SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET FROM WHICH POINT THE INTERSECTION OF THE EXISTING NORTHERLY PROPERTY LINE OF 5TH STREET PRODUCED WESTERLY AND THE CENTER LINE OF "B" STREET BEARS SOUTH $59^{\circ} 59' 30''$ WEST 237.51 FEET; THENCE NORTH $29^{\circ} 56'$

WEST 140.88 FEET TO THE NORTHERLY LINE OF THE SAID LANDS OF GAMBINI AND TESTORELLI; THENCE SOUTH 59° 31' 10" WEST 6.02 FEET; THENCE SOUTH 30° 08' 30" EAST 140.83 FEET; THENCE NORTH 59° 59' 30" EAST 5.51 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THE REAL PROPERTY CONVEYED IN THAT CERTAIN DEED DATED THE 3RD DAY OF DECEMBER, 1924, AND MADE BY ROBERT O'CONNOR, A WIDOWER, THE PARTY OF THE FIRST PART THEREIN, UNTO ROGER O'CONNOR, THE PARTY OF THE SECOND PART THEREIN, AND WHICH SAID CORNER IS THE POINT OF COMMENCEMENT OF THE PREMISES HEREIN DESCRIBED, AND WHICH SAID POINT OF COMMENCEMENT IS NORTHERLY SEVENTY (70) FEET AND WESTERLY TWO HUNDRED FORTY (240) FEET FROM THE NORTHEAST CORNER OF LOT 410, BLOCK 12, AS NUMBERED AND DESIGNATED UPON THE ORIGINAL MAP OF THE CITY OF SANTA ROSA; RUNNING THENCE NORTHERLY AND PARALLEL WITH MENDOCINO STREET, ONE HUNDRED FORTY (140) FEET MORE OR LESS, TO THE SOUTHERLY WALL OF A BRICK BUILDING, AS THE SAME EXISTED ON DECEMBER 3, 1924; THENCE WESTERLY AND ALONG THE SOUTHERLY WALL OF SAID BRICK BUILDING AND PARALLEL WITH FIFTH STREET, A DISTANCE OF SEVENTY-EIGHT (78) FEET TO THE EASTERLY LINE OF A CONCRETE BUILDING AS THE SAME EXISTED ON DECEMBER 3RD, 1924; THENCE SOUTHERLY, ALONG THE SAID EASTERLY WALL OF SAID CONCRETE BUILDING, AND PARALLEL WITH MENDOCINO STREET, ONE HUNDRED FORTY (140) FEET TO THE NORTHERLY LINE OF FIFTH STREET; AND THENCE EASTERLY AND ALONG THE NORTHERLY LINE OF FIFTH STREET, SEVENTY-EIGHT (78) FEET TO THE POINT OF COMMENCEMENT.

PARCEL 7:

LYING IN THE CITY OF SANTA ROSA AND BEING A PORTION OF THE F. S. AND J. ROSENBERG PROPERTY DESCRIBED IN THE DEED RECORDED IN BOOK 1102 OF OFFICIAL RECORDS AT PAGE 27, SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"COMMENCING AT THE NORTHWESTERLY CORNER OF THE PARCEL OF LAND OF ROSENBERG REFERRED TO ABOVE, SAID CORNER BEING FURTHER DESCRIBED AS BEING THE SOUTHWESTERLY CORNER OF THAT PARCEL OF LAND, SONOMA COUNTY LAND TITLE COMPANY TO W. R. CARITHERS & SONS, INC. AS RECORDED MAY 13, 1946 IN OFFICIAL RECORDS OF SONOMA COUNTY, BOOK 659, PAGE 279, SAID CORNER ALSO BEING THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID TRUE POINT OF BEGINNING PARALLEL WITH THE CENTER LINE OF FIFTH STREET, NORTH 59° 59' 30" EAST 26.00 FEET; THENCE SOUTH 30° 08' 30" EAST 7.00 FEET; THENCE 59° 59' 30" WEST 26.00 FEET TO THE WESTERLY LINE OF THE ABOVE MENTIONED ROSENBERG PROPERTY;

THENCE NORTH 30° 08' 30" WEST PARALLEL WITH "B" STREET 7.00 FEET TO THE POINT OF BEGINNING."

PARCEL 8:

BEING A PORTION OF THE LANDS OF EVA BACCI AS DESCRIBED IN BOOK 507 OF OFFICIAL RECORDS, PAGE 230, UNDER RECORDER'S SERIAL NO. B-21903, SONOMA COUNTY RECORDS, SAID PORTION BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF "B" STREET FROM WHICH POINT THE INTERSECTION OF THE EASTERLY LINE OF "B" STREET AND THE ORIGINAL NORTHERLY LINE OF FIFTH STREET BEARS SOUTH 30° 08' 30" EAST 190.20 FEET; THENCE FROM SAID POINT OF BEGINNING NORTH 59° 59' 30" EAST 140.0 FEET TO A POINT; THENCE NORTH 30° 08' 30" WEST, 60.10 FEET TO A POINT; THENCE SOUTH 59° 59' 30" WEST, 140.0 FEET TO A POINT ON THE EASTERLY LINE OF "B" STREET AFORESAID; THENCE ALONG SAID LINE SOUTH 30° 08' 30" EAST, 60.10 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

BEGINNING AT A POINT ON THE EASTERLY LINE OF "B" STREET FROM WHICH POINT THE INTERSECTION OF THE EASTERLY LINE OF "B" STREET AND THE ORIGINAL NORTHERLY LINE OF 5TH STREET BEARS SOUTH 30° 08' 30" EAST 250.30 FEET, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS BEING THE NORTHWESTERLY CORNER OF THE PARCEL OF LAND CONVEYED TO EVA BACCI BY DEED RECORDED AUGUST 2, 1940 IN BOOK 507 OF OFFICIAL RECORDS, PAGE 230, SONOMA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING NORTH 59° 59' 30" EAST AND ALONG THE NORTHERLY LINE OF SAID LANDS CONVEYED TO EVA BACCI, 140 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE NORTH 30° 08' 30" WEST 60.10 FEET MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND CONVEYED BY THE FIRST BAPTIST CHURCH OF SANTA ROSA, A CORPORATION, TO THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION, BY DEED RECORDED NOVEMBER 22, 1955 UNDER RECORDER'S SERIAL NO. E-66641, SONOMA COUNTY RECORDS; THENCE SOUTH 59° 59' 30" WEST AND ALONG THE SOUTHERLY LINE OF SAID LANDS CONVEYED BY THE FIRST BAPTIST CHURCH 140 FEET TO THE EASTERLY LINE OF "B" STREET; THENCE SOUTH 30° 08' 30" EAST AND ALONG THE EASTERLY LINE OF "B" STREET 60.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 010-045-025