

## RESOLUTION NO. 2011-22

### **A RESOLUTION OF THE CITY OF ROHNERT PARK APPROVING A REAL PROPERTY TRANSFER AND COOPERATIVE AGREEMENT BETWEEN THE CITY OF ROHNERT PARK AND THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF ROHNERT PARK FOR CERTAIN REAL PROPERTY OWNED BY THE COMMUNITY DEVELOPMENT COMMISSION**

WHEREAS, the City Council of the City of Rohnert Park ("**City Council**") has adopted a Redevelopment Plan ("**Redevelopment Plan**") for the Rohnert Park Redevelopment Project Area ("**Project Area**"); and

WHEREAS, pursuant to the California Community Redevelopment Law (California Health and Safety Code Section 33000, et se q.) ("**Redevelopment Law**"), the Community Development Commission of the City of Rohnert Park ("**Commission**") is undertaking a program to redevelop the Project Area; and

WHEREAS, pursuant to Section 33430 of the Redevelopment Law, a redevelopment agency may, within the survey area or for purposes of redevelopment, sell, transfer, assign or otherwise dispose of any real or personal property or any interest in property; and

WHEREAS, the Commission owns the fee interest in each of the real properties (each individually, a "**Property**"; and collectively, the "**Properties**") described in Exhibit A of the Real Property Transfer and Cooperative Agreement attached hereto as Exhibit 1 and incorporated herein by reference (the "**Agreement**"); and

WHEREAS, pursuant to Section 33205 of the Redevelopment Law, a redevelopment agency is authorized to delegate to a community any of the powers or functions of the agency with respect to the planning or undertaking of a redevelopment project in the area in which such community is authorized to act, and such community is authorized to carry out or perform such powers or functions for the redevelopment agency; and

WHEREAS, pursuant to Section 33220(g) of the Redevelopment Law, any public entity, for the purpose of aiding and co-operating in the planning, undertaking, construction, or operation of redevelopment projects located within the area in which such public entity is authorized to act, may, with or without consideration, acquire land in a project area from a redevelopment agency for redevelopment in accordance with the redevelopment plan for such project area; and

WHEREAS, pursuant to Section 33220(e) of the Redevelopment Law, a redevelopment agency may enter into agreements with any public entity respecting any action to be taken pursuant to any of the powers granted by the Redevelopment Law or any other law (and such agreement may extend over any period, notwithstanding any law to the contrary); and

WHEREAS, the City of Rohnert Park ("**City**") desires to aid, and cooperate with, the Commission in the planning, undertaking, construction and operation of redevelopment projects, and in that regard the Commission has determined to convey the Properties to the City and to

delegate to the City the powers and functions of the Commission with respect to the planning and undertaking of redevelopment projects in accordance with the Redevelopment Plan, and the City has determined to accept the conveyance of the Properties and the Commission's delegation of its powers and functions and in that regard, the Commission and City wish to enter into the Agreement; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROHNERT PARK DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council hereby finds that it can be seen with certainty that there is no possibility that the approval of the Agreement may have a significant effect on the environment. The approval of the Agreement does not authorize construction and will not result in a direct or indirect physical change in the environment. The Agreement provides that prior to commencement of work on any redevelopment project, all necessary review required by the California Environmental Quality Act ("CEQA") shall be completed. The adoption of this Resolution and approval of the Agreement is therefore exempt from the environmental review requirements of CEQA pursuant to Section 15061(b) (3) of Title 14 of the California Code of Regulations. Staff is hereby directed to file a Notice of Exemption with the County Clerk within five days of the adoption of this Resolution pursuant to Section 15062 of Title 14 of the California Code of Regulations.

Section 2. The City Council hereby approves the Agreement in the form attached hereto as Exhibit 1 and hereby authorizes and directs the City Manager, the Mayor, or any other officer of the City designated by them in writing (each, an "**Authorized Officer**"), acting singly, to execute and deliver the Agreement in substantially said form with such changes therein as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by the execution and delivery thereof).

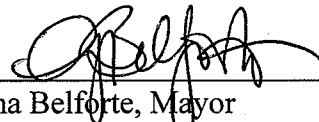
Section 3. The Authorized Officers of the City are hereby authorized and directed to do any and all things and to execute and deliver, and if appropriate, record, any and all documents which they may deem necessary or advisable in order to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed.

APPROVED AND ADOPTED this 8th day of March, 2011, by the following vote:

AYES: Five (5) Council Members Ahanotu, Callinan, Mackenzie, Stafford, and  
Mayor Belforte

NOES: None (0)

ABSENT: None (0)

  
\_\_\_\_\_  
Gina Belforte, Mayor

ATTEST:

  
\_\_\_\_\_  
Judy Hauff, City Clerk



APPROVED AS TO FORM:

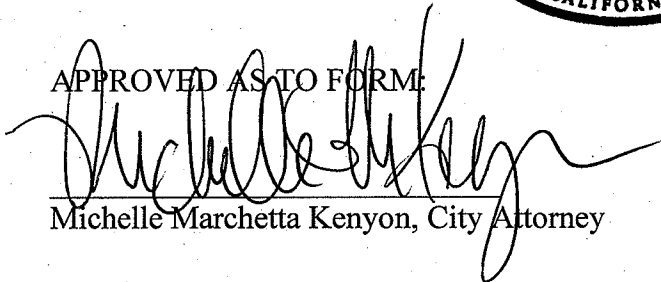
  
\_\_\_\_\_  
Michelle Marchetta Kenyon, City Attorney

Exhibit 1

Real Property Transfer and Cooperative Agreement

(attached hereto)

## REAL PROPERTY TRANSFER AND COOPERATIVE AGREEMENT

This REAL PROPERTY TRANSFER AND COOPERATIVE AGREEMENT ("Agreement"), is entered into this 8th day of March, 2011, by and between the CITY OF ROHNERT PARK (the "City") and the COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF ROHNERT PARK (the "Commission") with reference to the following facts:

A. Pursuant to the Community Redevelopment Law (California Health and Safety Code Section 33000, *et seq.*) (the "Redevelopment Law"), the Commission is undertaking a program for the redevelopment of blighted areas in the City.

B. The City Council of the City ("City Council") has adopted a Redevelopment Plan ("Redevelopment Plan") for the Rohnert Park Redevelopment Project Area ("Project Area").

C. Pursuant to Section 33205 of the Redevelopment Law, a redevelopment agency is authorized to delegate to a community any of the powers or functions of the agency with respect to the planning or undertaking of a redevelopment project in the area in which such community is authorized to act, and such community is authorized to carry out or perform such powers or functions for the redevelopment agency.

D. Pursuant to Section 33220(g) of the Redevelopment Law, any public entity, for the purpose of aiding and co-operating in the planning, undertaking, construction, or operation of redevelopment projects located within the area in which such public entity is authorized to act, may, with or without consideration, acquire land in a project area from a redevelopment agency for redevelopment in accordance with the redevelopment plan for such project area.

E. Pursuant to Section 33430 of the Redevelopment Law, a redevelopment agency may, within the survey area or for purposes of redevelopment, sell, transfer, assign or otherwise dispose of any real or personal property or any interest in property.

F. The Commission owns the fee interest in each of the real properties described in Exhibit A attached hereto and incorporated herein by reference (each individually, a "Property"; and collectively, the "Properties").

G. Pursuant to Section 33220(e) of the Redevelopment Law, a redevelopment agency may enter into agreements with any public entity respecting any action to be taken pursuant to any of the powers granted by the Redevelopment Law or any other law (and such agreement may extend over any period, notwithstanding any law to the contrary).

H. The City desires to aid and cooperate with the Commission in the planning, undertaking, construction and operation of redevelopment projects, and in that regard the Commission has determined to convey the Properties to the City for that purpose and to delegate to the City the powers and functions of the Commission with respect to the planning and undertaking of redevelopment projects in accordance with the Redevelopment Plan, and the City has determined to accept the conveyance of the Properties and the Commission's delegation of its powers and functions.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Conveyance of Properties. The Commission shall convey all of its right, title and interest in and to the Properties to the City by way of a Grant Deed or Grant Deeds, substantially in the form attached hereto as Exhibit B, evidencing the conveyance of the Properties. The City shall execute the Certificate(s) of Acceptance attached to the Grant Deed(s), evidencing the City's acceptance of the conveyance. Each party shall itself bear any costs it incurs in the conveyance of the Properties.

Section 2. Delegation of Redevelopment Functions and Powers.

(a) The Commission hereby delegates to the City all of the Commission's functions and powers conferred by law with respect to the planning and undertaking of redevelopment projects with respect to the Properties, including but not limited to, planning, development, replanning, redesign, clearance, reconstruction, or rehabilitation, or any combination thereof, of the Properties; developing building sites on the Properties; providing residential, commercial, industrial, public, or other structures or spaces on the Properties or with respect to the Properties; altering, improving, modernizing, reconstructing, or rehabilitating, or any combination of these, of existing structures on the Properties; providing for open-space uses on the Properties or with respect to the Properties; continuing existing buildings or uses on the Properties, including the continuation of existing affordable housing units on designated Properties; disposing of the Properties or any improvements thereon; insuring the Properties and any improvements thereon; and renting, maintaining, managing, and repairing the Properties and any improvements thereon.

(b) The City hereby accepts this delegation and agrees to cooperatively undertake the redevelopment of the Properties in a manner consistent with all applicable laws and the Redevelopment Plan (as it may be amended hereafter from time to time).

(c) It is hereby acknowledged and agreed that, so long as the City is not in violation of the law or the Redevelopment Plan, the City has absolute discretion regarding its exercise of the functions and powers delegated to it pursuant to this Agreement, including, without limitation, the determination of specific actions to be undertaken with respect to the redevelopment of the Properties, and the manner and timing of undertaking such actions. In no way shall this Agreement be construed to require the City to undertake any specific project on or to otherwise exercise any of its delegated powers with respect to any Property. Prior to commencement of work on any redevelopment project, all necessary environmental review required by the California Environmental Quality Act ("CEQA") shall be completed. This Agreement in no way limits the discretion of the Planning Commission of the City, the Commission Board or the City Council of the City in completing environmental review of such projects.

(d) Except as otherwise provided herein, with respect to any Property identified in Exhibit A as having been purchased with money from the Commission's Low and Moderate Income Housing Fund ("Low/Moderate Properties"), the City acknowledges and agrees on by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that it takes said Low/Moderate Properties subject to those

restrictive covenants placed on the Property by the Commission and subject to the duty to maintain the affordability level of each Low/Moderate Property in compliance with those covenants. If City desires to use all or any portions of the Low/Moderate Properties for other than affordable housing purposes, City shall reimburse the Commission's Low and Moderate Income Housing Fund or, in the event Commission is no longer in existence, such other City affordable housing fund as may be established by City for affordable housing purposes, on a pro rata basis based on the cost to Commission of the Low/Moderate Properties, or portion thereof, which are required to be used, but will no longer be used, for affordable housing purposes. In all events, however, City shall use, develop or cause the development of the Low/Moderate Properties in a manner consistent with the Redevelopment Plan as in effect on the effective date of this Agreement.

Section 3. Nondiscrimination. The City covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the City, or any person claiming under or through it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.

All deeds, leases or contracts entered into with respect to each Property shall contain or be subject to substantially the following nondiscrimination/nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

(c) In contracts: "The contracting party or parties hereby covenant by and for himself or herself and their respective successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the contracting party or parties, any subcontracting party or parties, or their respective assigns or transferees, establish or permit any such practice or practices of discrimination or segregation.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."



#### Section 4. Indemnification.

(a) The Commission agrees, to the fullest extent permitted by law but subject to Section 4(b) below, to indemnify, defend and hold harmless the City and its Council Members, officers, employees and agents from and against any and all losses, claims, damages, liabilities, penalties, fines, forfeitures or expenses (including attorney's fees), of every kind, character and nature whatsoever arising out of the execution of and performance under this Agreement, including, but not limited to, those arising out of, resulting from or in any way connected with the acquisition, condition, ownership, use, or possession of the Properties or any part thereof. The Commission's indemnity obligations contained in this Section 4(a) shall survive the termination or expiration of this Agreement.

(b) In contemplation of the provisions of California Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code Section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party indemnifies, defends and holds harmless the other party for any liability, losses, cost or expenses that may be incurred by such other party solely by reason of Government Code Section 895.2.

#### Section 5. Default.

(a) If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform or adequately perform shall be in default hereunder. Any failure or delay by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies.

(b) In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this Agreement, including without limitation, the right to seek specific performance and/or sue for damages for breach of contract. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party.

Section 6. Nonliability of Officials and Employees. No Commission member, City Councilmember, and no official, agent, or employee of the Commission or the City shall be personally liable to the other parties, or any successor in interest, in the event of any default or breach by the Commission or the City, or for any amount which may become due to the City or Commission, or successor thereto, or on any obligations under the terms of this Agreement.

Section 7. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State of California, and is to be so construed.

Section 8. Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 9. Entire Agreement, Waivers and Amendments. This Agreement, together with all attachments and exhibits hereto, constitutes the entire understanding and agreement of the parties. No person is authorized to make, and by execution hereof the City and the Commission acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on the City or the Commission.

Section 10. Future Cooperation. The City and the Commission agree to take all appropriate actions and execute and, if appropriate, record any documents which may reasonably be necessary or convenient to implement the intent of this Agreement.

Section 11. Survival. The provisions hereof shall not terminate but rather shall survive any conveyance hereunder.

Section 12. Binding on Successors. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on the parties hereto and their successors and assigns.

Section 13. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of, and shall be binding upon, the parties and their respective successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

Section 14. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signatures on next page]*

CITY OF ROHNERT PARK

COMMUNITY DEVELOPMENT  
COMMISSION OF THE CITY OF  
ROHNERT PARK

By: \_\_\_\_\_  
Gina Belforte, Mayor

By: \_\_\_\_\_  
Gabriel A. Gonzalez, Executive Director

Attest:

Attest:

\_\_\_\_\_  
Judy Hauff, City Clerk

\_\_\_\_\_  
Judy Hauff, Secretary

Approved As To Form:

Approved As to Form:

By: \_\_\_\_\_  
Michelle Marchetta Kenyon,  
City Attorney

By: \_\_\_\_\_  
Michelle Marchetta Kenyon,  
General Counsel

## **EXHIBIT A**

### **PARCELS TO BE TRANSFERRED**

- (1) Assessor's Parcel Number ("APN") 143-051-061, located at 6800 Hunter Drive in the City of Rohnert Park, County of Sonoma, State of California;
- (2) Assessor's Parcel Number ("APN") 143-380-015, located at 6750 Commerce Boulevard in the City of Rohnert Park, County of Sonoma, State of California;
- (3) Assessor's Parcel Number ("APN") 143-380-022, located at 100 Avram Avenue in the City of Rohnert Park, County of Sonoma, State of California;
- (4) Assessor's Parcel Number ("APN") 143-061-052, located at 120 Avram Avenue in the City of Rohnert Park, County of Sonoma, State of California;
- (5) Assessor's Parcel Number ("APN") 143-051-066, located at 415 City Center Drive in the City of Rohnert Park, County of Sonoma, State of California;
- (6) Assessor's Parcel Number ("APN") 143-051-065, located at 6230 State Farm Drive in the City of Rohnert Park, County of Sonoma, State of California;
- (7) Assessor's Parcel Number ("APN") 143-051-076, located adjacent to the City Center Plaza and fronting City Hall Drive and Rohnert Park Expressway in the City of Rohnert Park, County of Sonoma, State of California;
- (8) Assessor's Parcel Number ("APN") 045-081-007, located on the west side of Redwood Drive immediately north of Wilfred Avenue in the City of Rohnert Park, County of Sonoma, State of California;
- (9) Assessor's Parcel Number ("APN") 045-082-053, located on the west side of Redwood Drive immediately south of Wilfred Avenue in the City of Rohnert Park, County of Sonoma, State of California;
- (10) Assessor's Parcel Number ("APN") 143-370-010, located at 435 Southwest Boulevard in the City of Rohnert Park, County of Sonoma, State of California;
- (11) \*Assessor's Parcel Number ("APN") 143-273-023, located at 7668 Beverly Drive in the City of Rohnert Park, County of Sonoma, State of California;
- (12) \*Assessor's Parcel Number ("APN") 143-252-005, located at 309 Burton Avenue in the City of Rohnert Park, County of Sonoma, State of California; and
- (13) \*Assessor's Parcel Number ("APN") 143-203-001, located at 7783 Burton Avenue in the City of Rohnert Park, County of Sonoma, State of California.

- (14) \*Assessor's Parcel Number ("APN") 143-271-049, located at 746 Brett Avenue in the City of Rohnert Park, County of Sonoma, State of California.
- (15) \*Assessor's Parcel Number ("APN") 143-073-005, located at 7982 Santa Barbara Drive in the City of Rohnert Park, County of Sonoma, State of California.

\* Denotes Low/Moderate Properties acquired with funds from Commission's Low and Moderate Income Housing Fund.

**EXHIBIT B**  
**FORM OF GRANT DEED**

*(Attached hereto)*

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

City of Rohnert Park  
130 Avram Avenue  
Rohnert Park, California 94928  
Attention: City Manager

APN:

(SPACE ABOVE FOR RECORDER'S USE ONLY)  
[Exempt from recording fee per Gov. Code § 27383]

**GRANT DEED**

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the **COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF ROHNERT PARK**, a public body, corporate and politic ("**Grantor**") hereby grants to **CITY OF ROHNERT PARK**, a municipal corporation ("**Grantee**"), certain real property located in the County of Sonoma, State of California, more particularly described on **Exhibit A** attached hereto and incorporated herein by reference ("**Property**").

1. The Property is conveyed subject to the Redevelopment Plan for the Rohnert Park Redevelopment Project Area ("**Redevelopment Plan**"). The Property is also conveyed subject to (a) general and special real property taxes and assessments and supplemental assessments for the current fiscal year; (b) all liens, encumbrances, easements, covenants, conditions and restrictions of record; and (c) all matters which would be revealed or disclosed in an accurate survey of the property.

2. Grantee hereby covenants and agrees, for itself and its successors and assigns, that Grantee shall maintain and use the Property in accordance with the uses and provisions of the Redevelopment Plan.

3. Grantee herein covenants by and for itself and its successors and assigns that there will be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of section 12955 of the Government Code, as those bases are defined in sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of section 12955, and section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property herein conveyed, nor shall Grantee establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property herein conveyed. The foregoing covenants shall run with the land. Each and every deed,

lease and contract entered into with respect to the Property shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of section 12955 of the Government Code, as those bases are defined in sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of section 12955, and section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of section 12955 of the Government Code, as those bases are defined in sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of section 12955, and section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of section 12955 of the Government Code, as those bases are defined in sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of section 12955, and section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

4. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed 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 recorded against the Property, provided, however, that any successor of Grantee to the Property shall be bound by such remaining 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.

5. Grantee's covenants contained in Section 2 of this Grant Deed shall remain in effect until the termination date of the Redevelopment Plan.

6. The covenants against discrimination, as set forth in paragraph 3, shall remain in effect in perpetuity.

7. Any amendments to the Redevelopment Plan that change the uses or development permitted on the Property or change the restrictions or controls that apply to the Property or otherwise affect the Property shall require the written consent of the Grantee. Amendments to the Redevelopment Plan applying to other property in the Project Area shall not require the consent of the Grantee or its successor in interest to the Property.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized as of the dates set forth below.

COMMUNITY DEVELOPMENT COMMISSION  
OF THE CITY OF ROHNERT PARK,  
a public body, corporate and politic

Dated: March 8, 2011

By: \_\_\_\_\_  
Gabriel A. Gonzalez, Executive Director  
[notary acknowledgement required]

"GRANTOR"

ATTEST:

\_\_\_\_\_  
Judy Hauff, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle Marchetta Kenyon, General Counsel

The provisions of this Grant Deed are hereby approved and accepted.

CITY OF ROHNERT PARK, a municipal  
corporation of the State of California

Dated: March 8, 2011

By: \_\_\_\_\_  
Gina Belforte, Mayor  
[notary acknowledgement required]

"GRANTEE"

ATTEST:

\_\_\_\_\_  
Judy Hauff, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle Marchetta Kenyon, General Counsel

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 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:

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 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**

**DESCRIPTION OF THE PROPERTY**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,  
COUNTY OF SONOMA, DESCRIBED AS FOLLOWS:

[To be inserted]

CERTIFICATE OF ACCEPTANCE  
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed to the City of Rohnert Park by that certain Grant Deed dated March 8, 2011, executed by the Community Development Commission of the City of Rohnert Park is hereby accepted by the undersigned office on behalf of the City of Rohnert Park pursuant to the authority conferred by the City of Rohnert Park at the City Council meeting held on March 8th, 2011, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: March 8, 2011

CITY OF ROHNERT PARK,  
a municipal corporation

By: \_\_\_\_\_  
Gina Belforte, Mayor