

RESOLUTION NO. 2013-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK EXECUTING A PURCHASE AGREEMENT AND ACCEPTING A GRANT OF EASEMENT AND RIGHT OF WAY AND A GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM COBT, LLC; CBI, LLC, AND MCDONALDS CORPORATION (APN 045-055-007)

WHEREAS, COBT, LLC; CBI LLC; and McDonalds Corporation owns Property located along Wilfred Avenue (APN 045-055-007).

WHEREAS, the widening of Wilfred Avenue/Golf Course Drive West is called for in the City's general plan.

WHEREAS, the City of Rohnert Park entered into a Joint Exercise of Powers Agreement ("JEPA") with Sonoma County representatives, and the Federated Indians of Graton Rancheria ("Tribe") to facilitate the road widening of Wilfred Avenue (hereinafter Wilfred Avenue Improvement Project).

WHEREAS, the JEPA provides for the City to exercise its authority to acquire right of way needed for the Wilfred Avenue Improvement Project at the sole expense of the Tribe.

WHEREAS, the City has negotiated the purchase of the Grant of Easement and Right of Way and the Grant of Temporary Construction Easement needed from COBT, LLC; CBI LLC; and McDonalds Corporation.

WHEREAS, the Grant of Easement and Right of Way and Grant of Temporary Construction Easement include certificates of acceptance.

WHEREAS, the City desires to accept the Grant of Easement and Right of Way and Grant of Temporary Construction Easement consistent with the Project.

WHEREAS, the Wilfred Avenue Improvement Project was previously approved by the City pursuant to a Notice of Exemption on September 25, 2012. The City filed a notice of exemption with the County Clerk on September 26, 2012, who posted it that same day through October 29, 2012. The acquisition of a perpetual easement and temporary construction easement proposed herein were anticipated in the approval of the Wilfred Avenue Improvement Project and is a subsequent action toward implementing said project. Entering into the Purchase Agreement and accepting the proposed Grant of Easement and Right of Way and Grant of Temporary Construction Easement do not involve any substantial changes to the Project, nor would such acceptances cause new or more severe environmental impacts. For those reasons, neither the obligation to comply with CEQA nor the statute of limitations on that prior action is re-triggered by this action toward implementing the project.

WHEREAS, this action is exempt from compliance with the provisions of Government Code 65402 because this action involves a real property acquisition for street alignment purposes and is minor in nature.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby resolve, determine, find and order as follow:

Section 1. Acceptance of Grant of Easement and Right of Way and Grant of Temporary Construction Easement. The City Council of the City of Rohnert Park hereby accepts the attached Grant of Easement and Right of Way and Grant of Temporary Construction Easement, in substantially similar form as provided for in the attachment hereto subject to minor modification by the City Attorney, which is incorporated by this reference, from COBT, LLC; CBI, LLC; and McDonalds Corporation for property located at 67 Wilfred Avenue also known as Assessor Parcel Number 045-055-007.

Section 2. Section 65402 Compliance. The acquisition of said property is exempt from compliance with the provisions of Government Code 65402 because this action involves a real property acquisition for street alignment purposes and is minor in nature.


Section 3. Mayoral Authorizations. The Mayor of the City of Rohnert Park is hereby authorized and directed to execute the attached Purchase Agreement, in substantially similar form as provided for in the attachment hereto, which is incorporated by this reference, for and on behalf of the City of Rohnert Park. The Mayor of the City of Rohnert Park is hereby authorized and directed to execute the attached Grant of Easement and Right of Way and Grant of Temporary Construction Easement, which includes a certificate of acceptance, in substantially similar form as provided for in the attachment hereto, which is incorporated by this reference, for and on behalf of the City of Rohnert Park.

Section 4. City Clerk Authorization. The City Clerk of the City of Rohnert Park is hereby authorized and directed to cause a certified copy of this resolution to be recorded with the Grant of Easement and Right of Way in the office of the Recorder of the Sonoma County, State of California for and on behalf of the City of Rohnert Park.

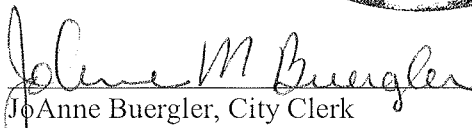
DULY AND REGULARLY ADOPTED this 26th day of March, 2013.



CITY OF ROHNERT PARK


Pam Stafford, Mayor

ATTEST:


JoAnne Buerger, City Clerk

Attachments:

- A. Purchase Agreement
- B. Grant of Easement and Right of Way with Exhibits (legal description and plat map)
- C. Grant of Temporary Construction Easement with Exhibits (legal description and plat map)

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

**CITY OF ROHNERT PARK
PURCHASE AGREEMENT**

THIS AGREEMENT made and entered into this 28 day of FEB, 2013, by and between the CITY OF ROHNERT PARK, (hereinafter referred to as CITY) and COBT, LLC, an Oregon limited liability company; CBI, LLC, an Oregon limited liability company; and McDonald's Corporation, a Delaware corporation (hereinafter referred to as GRANTOR). This Agreement is made with reference to the following facts:

WHEREAS, GRANTOR is the owner of real property situated in County of Sonoma, State of California located at 67 Wilfred Avenue, Rohnert Park, California and being APN 045-055-007 ("Property"); and

WHEREAS, CITY desires to purchase and GRANTOR is willing to sell and convey to CITY for the price and under the terms and conditions specified herein, a perpetual easement interest for public street and utility purposes to a portion of the Property, which is more particularly identified and described in Exhibits A and B incorporated herein by this reference ("Perpetual Easement"); and

WHEREAS, CITY desires to purchase and GRANTOR is willing to sell and convey to CITY for the price and under the terms and conditions specified herein, temporary construction easement to a portion of the Property, which is more particularly identified and described in Exhibit D incorporated herein by this reference ("Temporary Construction Easement"); and

WHEREAS, CITY and GRANTOR acknowledge and agree that the Perpetual Easement and Temporary Construction Easement being acquired by CITY is for public use and is necessary for the construction, operation and maintenance of the Wilfred Avenue Improvement Project, a public project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

In consideration of the terms and conditions set forth in this Agreement, GRANTOR shall deposit in an escrow designated by the CITY an executed copy of the Grant of Easement and Right-of-Way and Grant of Temporary Construction Easement Deed attached hereto as Exhibits C and D, respectively.

1. Entire Contract

The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration due to GRANTOR for the City's acquisition of the Perpetual Easement and Temporary Construction Easement and shall relieve CITY of all further obligations or claims on this account or on account of the location, grade, construction or operation of the proposed public improvement.

2. CITY shall

- A. Pay the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) for the Perpetual Easement and Temporary Construction Easement, with payment made to the following title company or any title company selected by the CITY: Old Republic Title Company for the account of the GRANTOR, conditioned upon the Perpetual Easement vesting in CITY free and clear of all liens, leases, encumbrances, (*recorded or unrecorded*), assessments and taxes. Clearing of any title exceptions not acceptable to CITY is the responsibility of GRANTOR.

- B. Pay all escrow, recording and title insurance charges, if any, incurred in this transaction.
- C. Have the authority to deduct and pay from the amount shown in Clause 2A above any amount necessary to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non delinquent assessments, which may have become a lien at the close of escrow. Current taxes, if unpaid, shall be segregated and prorated as of the close of escrow and paid from the amount shown in Clause 2A above. Close of escrow for this transaction shall be contingent upon the title company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.

Taxes for the tax year in which escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the at the close of escrow.

3. Temporary Construction Easement

In addition to the Perpetual Easement, GRANTOR hereby grants to CITY a Temporary Construction Easement for the removal of site improvements by CITY, over, across, upon and within that certain real property as shown on Exhibit "D" attached hereto and made a part hereof, together with the right of ingress to and egress from said property and the right at all times to enter and use said real property and every part thereof for all purposes connected with the construction of the proposed public improvement for a period of six (6) months. Said period to commence with first entry on GRANTOR's property by CITY's contractor. At least 14-days advance written notice will be given before any entry on GRANTOR's property. The amount set forth in Clause 2A herein includes full payment for the Temporary Construction Easement.

- A. CITY agrees upon completion of any of its works hereunder to restore, as near as possible, the ground surface of the Temporary Construction Easement to the condition in which it was prior to the commencement of the work related to the proposed public improvement.
- B. CITY shall indemnify, defend and hold harmless GRANTOR from and against all claims, causes of action, damages, liabilities, injuries, actions, costs and expenses (including reasonable attorneys' fees and costs), arising from or related to CITY'S use of the work easement area, exercise of CITY'S rights under this Temporary Construction Easement, or work performed in connection with the Wilfred Avenue Improvement Project. The provisions of the immediately preceding sentence shall not be applicable to the extent of GRANTOR'S negligence or willful misconduct.
- C. In the event GRANTOR sells, conveys or assigns any property interest, encumbered by the Agreement prior to CITY exercising the rights granted herein, GRANTOR shall notify the successor or assigner of the rights and obligations of both parties as included herein.
- D. The TCE shall terminate six (6) months after such commencement, but in no event shall extend beyond completion of construction of the Wilfred Avenue Improvement Project.

4. Payment of Deed of Trust

If this property is secured by a mortgage(s) or deed(s) of trust, GRANTOR is responsible for payment of any demand under authority of said mortgage or deed of trust out of GRANTOR'S proceeds. Such amounts may include, but not be limited to, payments of unpaid principal and interest.

5. Subordination of Deed of Trust (If applicable) *none*

GRANTOR acknowledges that GRANTOR'S Property is encumbered by a Deed of Trust recorded against the Property as security for GRANTOR'S promise to pay money loaned to GRANTOR (the "Deed of Trust"). The Deed of Trust is executed by GRANTOR as Trustor in favor of _____ as Instrument No. _____, as Beneficiary and _____ as Trustee. GRANTOR understands that CITY seeks to subordinate the Deed of Trust to the Grant of Easement and Right of Way to preserve the permanence of said easement. GRANTOR agrees and consents to subordination of the Deed of Trust and will cooperate with CITY in seeking subordination, and said subordination is a condition to the close of escrow.

6. Escrow Instructions

GRANTOR hereby authorizes CITY to prepare and file escrow instructions in accordance with this Contract on behalf of both parties.

7. Hazardous Wastes

The acquisition price of the Perpetual Easement and Temporary Construction Easement being acquired in this transaction reflects the fair market value of the Perpetual Easement without the presence of contamination. If the Perpetual Easement being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the City may elect to recover its clean-up costs from those who caused or contributed to the contamination. GRANTOR shall further indemnify, defend, save and hold harmless the CITY from any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the Perpetual Easement and/or the Temporary Construction Easement, save and except claims, costs or litigation arising through the sole willful misconduct of the City, its agents or employees.

8. Right of Possession and Use

It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Agreement, the right of possession and use of the Perpetual Easement and Temporary Construction Easement by CITY, and/or its designees or assignees (including the right to remove and dispose of improvements, and install and connect utilities) shall commence on March 1, 2013 or on the close of escrow, whichever occurs first, and that the dollar amount shown in Clause 2A of this Purchase Agreement includes, but is not limited to, full payment for such possession and use, including interest and damages if any, from said date.

4. Payment of Deed of Trust

If this property is secured by a mortgage(s) or deed(s) of trust, GRANTOR is responsible for payment of any demand under authority of said mortgage or deed of trust out of GRANTOR'S proceeds. Such amounts may include, but not be limited to, payments of unpaid principal and interest.

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9. Binding on Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Agreement.

10. No Leases

GRANTOR warrants that there are no oral or written leases on all or any portion of the Perpetual Easement and Temporary Construction Easement exceeding a period of one month, and GRANTOR further agrees to hold CITY harmless and reimburse CITY for any and all of its losses and expenses occasioned by reason of any lease of said Perpetual Easement held by any tenant of GRANTOR for a period exceeding one month.

11. Quitclaim Deeds

If any lessee interests are identified in Paragraph 10 Quitclaim Deeds or similar releases sufficient to clear any possessory rights from the Perpetual Easement and Temporary Construction Easement will be required. GRANTOR agrees to assist CITY in securing said Quitclaim Deeds or releases.

12. Release of All Claims

GRANTOR hereby acknowledges and agrees that the receipt and acceptance by GRANTOR of the payment set forth in Clause 2A of this Agreement constitutes full and complete satisfaction of all claims, cost, expenses including relocation expenses, demands, damages, and compensation for acquisition of the Perpetual Easement and Temporary Construction Easement, as well as damages for injury to the remainder ("severance damages") as defined by Section 1263.410 *et seq.*, loss of business goodwill, interest, litigation expenses, and attorney fees, and all other claims, whether asserted or alleged by GRANTOR or not, for other losses or damages recognized under law which GRANTOR could assert or allege against the CITY, as a result of the CITY'S acquisition of the Perpetual Easement and Temporary Construction Easement described herein, including but not limited to relocation expenses and/or benefits pursuant to existing Federal and/or HCD guidelines or any other law, regulation, or guideline. GRANTOR hereby waives and releases all rights, claims, costs, expenses, demands, damages or causes of action the GRANTOR has or may have in the future against the City of Rohnert Park as a result of or arising out of the CITY'S acquisition of the Perpetual Easement and Temporary Construction Easement described herein. In furtherance of the intentions set forth herein, GRANTOR acknowledges that it is familiar with Section 1542 of the Civil Code of the State of California, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

GRANTOR hereby waives and relinquishes any right or benefit which it has or may have under Section 1542 of the Civil Code of the State of California or any similar provision of statutory or nonstatutory law of any other applicable jurisdiction to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter of this Paragraph 12.

GRANTOR: COBT, LLC, et al
Project Name: WILFRED AVENUE IMPROVEMENT PROJECT

APN: 045-055-007

13. Approval of CITY

GRANTOR understands that this Agreement is subject to approval by the City Council of the City of Rohnert Park and this Agreement shall have no force or effect unless and until such approval has been obtained.

14. Authority to Sign

GRANTOR and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey Perpetual Easement and Temporary Construction Easement and that no other authorizations are required to implement this Agreement on behalf of GRANTOR.

15. Counterparts Signature

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one contract.

16. Specific Performance

In the event of a breach of this Agreement by GRANTOR, CITY shall be entitled to pursue any and all remedies available to it against GRANTOR, including, without limitation, claims for all damages attributable to GRANTOR'S breach, and specific performance of this Agreement.

Left Intentionally Blank

GRANTOR: COBT, LLC, et al
Project Name: WILFRED AVENUE IMPROVEMENT PROJECT

APN: 045-055-007

IN WITNESS WHEREOF, the City of Rohnert Park, a municipal corporation, has caused this Agreement to be executed by its City Manager adopted on the _____ day of _____, 2012, by the City of Rohnert Park, and the GRANTOR has caused this Agreement to be executed the day and year first written above.

CITY OF ROHNERT PARK

By: _____
Gabriel A. Gonzalez

Title: City Manager

Date: _____

ATTEST:

By: _____

APPROVED AS TO LEGAL FORM:

By: _____
Michelle Marchetta Kenyon
City Attorney

GRANTOR:
COBT LLC, a limited liability company

By: _____
Print Name:

Title: _____

Date: Feb 28, 2013

CBI, LLC an Oregon limited liability company

By: _____
Print Name:

Title: _____

Date: Feb 28, 2013

McDonald's Corporation, a Delaware corporation

By: _____
Print Name:

Title: _____

Date: _____

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

GRANTOR: COBT, LLC, et al
Project Name: WILFRED AVENUE IMPROVEMENT PROJECT

APN: 045-055-007

IN WITNESS WHEREOF, the City of Rohnert Park, a municipal corporation, has caused this Agreement to be executed by its City Manager adopted on the _____ day of _____, 2012, by the City of Rohnert Park, and the GRANTOR has caused this Agreement to be executed the day and year first written above.

CITY OF ROHNERT PARK

GRANTOR:
COBT LLC, a limited liability company

By: _____
Gabriel A. Gonzalez

By: _____
Print Name:

Title: City Manager

Title: _____

Date: _____

Date: _____

ATTEST:

CBI, LLC an Oregon limited liability
company

By: _____

By: _____
Print Name:

APPROVED AS TO LEGAL FORM:

Title: _____

By: _____
Michelle Marchetta Kenyon
City Attorney

Date: _____

McDonald's Corporation, a Delaware
corporation

By: [Signature]
Print Name:

Title: Senior Counsel

Date: 2/25/2013

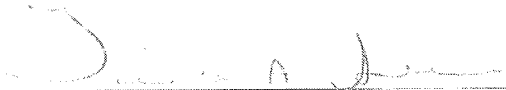
NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

ACKNOWLEDGMENT - McDONALD'S CORPORATION

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

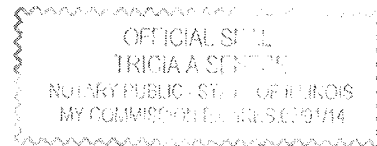
I, Tricia A. Senese, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Jennifer Cohn, Senior Counsel of McDonald's Corporation, a Delaware corporation, whose place of business is at One McDonald's Plaza , Oak Brook, Illinois 60523, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Counsel appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Senior Counsel and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25th day of February, 2013.



Tricia A. Senese, Notary Public

My commission expires: 06/01/2014



GRANTOR: COBT, LLC, et al
Project Name: WILFRED AVENUE IMPROVEMENT PROJECT

APN: 045-055-007

Exhibit A

Legal Description of Perpetual Easement

RBF CONSULTING
500 Ygnacio Valley Road, Suite 300
Walnut Creek, California 94596

October 26, 2012
JN: 60-100964
Page 1 of 1

EXHIBIT "A"
LEGAL DESCRIPTION
RIGHT OF WAY AND UTILITY
EASEMENT
APN 045-055-007

That certain parcel of land situated in the County of Sonoma, State of California, being a portion of Lot 162, Santa Rosa Farms No. 2, filed on March 7, 1910 in Book 21 of Maps, at Page 14, in the Office of the County Recorder of said Sonoma County and being a portion of Lot 162 as described in the Grant Deed, from McDonald's Corporation to COBT, L.L.C., in Document Number: 2007136386 of Official Records, at said County Recorder's Office, more particularly described as follows:

BEGINNING at the intersection of the easterly right of way line of Dowdell Avenue as shown on said San Rosa Farms No. 2 (21 M 14) with the northerly right of way line of Wilfred Avenue as shown on said map (21 M 14);

Thence, easterly along said northerly right of way of Wilfred Avenue South 89°35'41" East 555.29 feet to the westerly right of way line of Redwood Drive (102' wide);

Thence, northerly along said westerly right of way line North 00°06'04" East 58.76 feet;

Thence, leaving said westerly right of way line and westerly North 89°53'56" West 13.02 feet;

Thence, South 45°14'48" West 27.76 feet;

Thence, North 89°35'41" West 3.42 feet;

Thence, South 00°24'19" West 12.50 feet;

Thence, North 89°35'41" West 32.08 feet;

Thence, North 00°24'19" East 3.00 feet;

Thence, North 89°35'41" West 13.00 feet;

Thence, North 00°24'19" East 14.50 feet;

Thence, North 89°35'41" West 10.00 feet;

Thence, South 00°24'19" West 17.50 feet;

Thence, North 89°35'41" West 116.14 feet;

Thence, South 87°54'00" West 80.07 feet;

Thence, North 89°35'41" West 76.76 feet;

Thence, North 00°24'19" East 3.00 feet;

Thence, North 89°35'41" West 14.00 feet;

REF CONSULTING
500 Ygnacio Valley Road, Suite 300
Walnut Creek, California 94596

RIGHT OF WAY
EASEMENT
APN 045-055-007

October 26, 2012
JN: 50-100964
Page 2 of 2

Thence, North 00°24'19" East 18.00 feet;

Thence, North 89°35'41" West 10.00 feet;

Thence, South 00°24'19" West 21.00 feet;

Thence, North 89°35'41" West 121.90 feet;

Thence, North 00°24'19" East 16.00 feet;

Thence, North 89°35'41" West 16.99 feet;

Thence, North 36°59'22" West 7.53 feet;

Thence, North 89°33'33" West 3.44 feet;

Thence, North 00°25'42" East 8.01 feet;

Thence, North 89°35'41" West 18.00 feet to said easterly right of way line of Dowdell Avenue as shown on said map (21 M 14).


Thence, southerly along said easterly right of way line South 00°26'27" West 53.00 feet to the POINT OF BEGINNING.

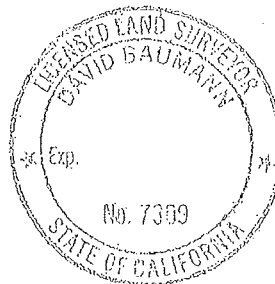
CONTAINING 16,050 Square Feet, more or less.

BASIS OF BEARINGS The bearings and distances contained herein are based upon the Record of Survey filed December 16, 2011 in Book 747 of Maps at Pages 50-53, in said County Recorder's Office.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

EXHIBIT "B" attached and by this reference made a part hereof.


David Baumann, P.L.S. 7309
License Expires March 31, 2013



GRANTOR: COBT, LLC, et al
Project Name: WILFRED AVENUE IMPROVEMENT PROJECT

APN: 045-055-007

Exhibit B

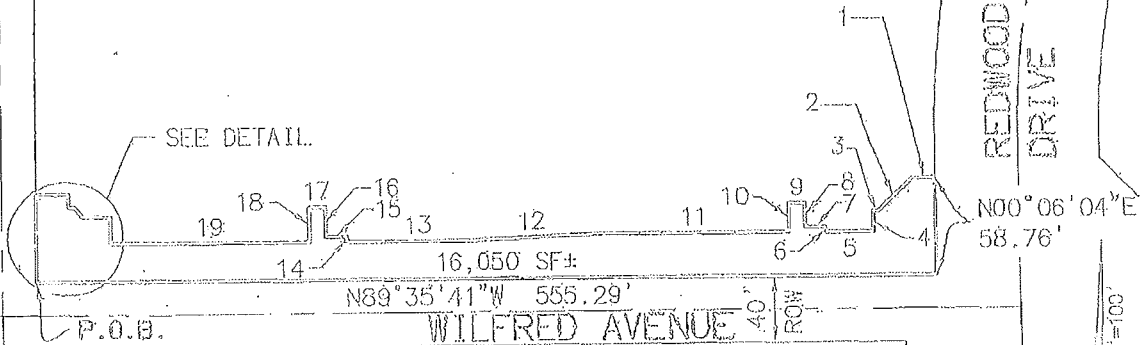
Depiction of Perpetual Easement

162.
SANTA ROSA FARMS NO. 2
21 M 14

APN 045-055-007
COBT, LLC.
DOCUMENT NUMBER:
2007136386

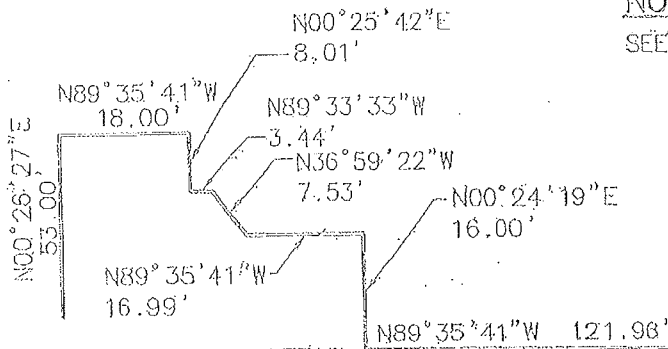
DOWDELL AVENUE

REDWOOD
DRIVE



APN 045-075-001

APN 045-075-002



NOTE

SEE TABLE ON SHEET 2

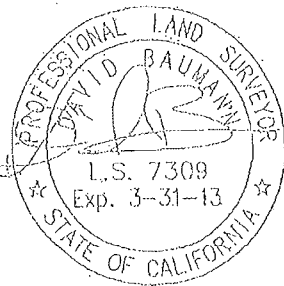


EXHIBIT "B"

PLAT TO ACCOMPANY A
LEGAL DESCRIPTION FOR
WILFRED AVENUE WIDENING

CITY OF ROHNERT PARK
COUNTY OF SONOMA
STATE OF CALIFORNIA



SHEET 1 OF 2 SHEETS

OCTOBER 31, 2012

JOB NO. 50-100964

S:\DATA\50100964\CADD\MAPPING\EXHIBITS\WILFRED_AVE\WILFRED EXHIBIT-A.DWG JERRY MILLER 1/23/13 1:12 PM

LINE DATA TABLE		
NO.	BEARING	LENGTH
1	N89°53'50"W	15.02'
2	N45°14'48"E	27.76'
3	N89°35'41"W	3.42'
4	N00°24'19"E	12.50'
5	N89°35'41"W	32.08'
6	N00°24'19"E	3.00'
7	N89°35'41"W	13.00'
8	N00°24'19"E	14.50'
9	N89°35'41"W	10.00'
10	N00°24'19"E	17.50'
11	N89°35'41"W	116.14'
12	N87°54'00"E	80.07'
13	N89°35'41"W	76.76'
14	N00°24'19"E	3.00'
15	N89°35'41"W	14.00'
16	N00°24'19"E	18.00'
17	N89°35'41"W	10.00'
18	N00°24'19"E	21.00'
19	N89°35'41"W	121.96'

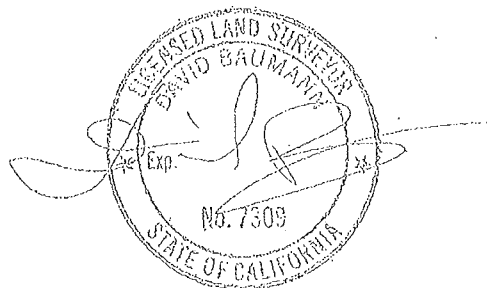


EXHIBIT "B"

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR
WILFRED AVENUE WIDENING

CITY OF ROHNERT PARK
COUNTY OF SONOMA
STATE OF CALIFORNIA.



SHEET 2 OF 2 SHEETS

500 YERGASO VALLEY ROAD, SUITE 500
VALHUT CREEK, CALIFORNIA 94655-3847
925.932.1460 • FAX 925.559.1465 • www.rbf.com

OCTOBER 31, 2012

JCB NO. 50-100964

GRANTOR: COBT, LLC, et al
Project Name: WILFRED AVENUE IMPROVEMENT PROJECT

APN: 045-055-007

Exhibit C

Grant of Easement and Right of Way

Recording Requested by
and when Recorded, return to:

Department of Engineering
City of Rohnert Park
City Hall
6750 Commerce Blvd.
Rohnert Park, CA 94928-2411

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §27323

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

GRANT OF EASEMENT AND RIGHT OF WAY

This Grant of Easement and Right of Way (this "Agreement") is made effective as of FEB 28, 2013 ("Effective Date") by COBT, LLC, an Oregon limited liability company; CBI, LLC, an Oregon limited liability company and McDonald's Corporation, a Delaware corporation ("Grantor") and the City of Rohnert Park, a municipal corporation ("Grantee").

Recitals

A. Grantor is the owner of that certain real property in Sonoma County of Sonoma, State of California, commonly known as 67 Wilfred Avenue, Rohnert Park, California and identified as Assessor's Parcel Nos. 045-055-007 (the "Property").

B. Grantee is in the process of acquiring real property interests for the purpose, inter alia, of the construction of the Golf Course Drive West / Wilfred Avenue Widening Project, as provided for in the Joint Exercise of Powers Agreement by and between the Grantee, the County of Sonoma, and the Federated Indians of Graton Rancheria for the Implementation of Mitigation Measures for Widening Wilfred Avenue.

NOW THEREFORE, in consideration of the foregoing recitals and for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Perpetual Easement. Grantor hereby grants and conveys to Grantee an exclusive, perpetual easement and right of way (the "Perpetual Easement") for public street and utility purposes, and for any and all public service facilities, including but not limited to electric, gas, telephone, cable, wires, fiber optics, water, storm drainage, sanitary sewer, etc., and all appurtenances thereto, including without limitation, sidewalks, curbs and gutters, with the right to enter upon the Easement Area (defined below) at any time for the installation, construction, removal, replacement, repair, use, operation, inspection, maintenance, or undertaking similar activities, as the Grantee may see fit, for use in connection therewith or appurtenant thereto, in, over, under, along and across that portion of Grantor's real property more particularly described

in Exhibit A and depicted in Exhibit B, both attached hereto and incorporated herein by reference (the "Easement Area").

The Perpetual Easement includes the right of ingress to, and egress from the Easement Area, and the right at all times to enter in, over and upon the Easement Area and every part thereof to perform the actions stated above by the Grantee, its employees, its agents and its contractors with vehicles and equipment.

2. Grantor's Responsibilities. The Grantor and the Grantor's heirs, successors, and assigns shall not place or permit to be placed on the Easement Area any building, structure or other improvement, including but not limited to houses, garages, outbuildings, swimming pools, tennis courts, retaining walls, decks, and patios, nor do nor allow to be done anything which may interfere with the full enjoyment by the Grantee of the rights herein granted. Grantor acknowledges that only specified plant species are permitted to be planted within the "bioswale" area designated on Exhibit B.

3. Duration of Perpetual Easement. Grantee, and its successors and assigns, shall hold the Perpetual Easement forever, solely for the objects and purposes above stated and for no other object or purpose.

4. Grantee's Responsibilities. Grantee agrees that any pipe(s) installed within the Easement Area shall be constructed and maintained at a depth of at least eighteen (18) inches below the present surface of the ground. Grantee shall undertake, at Grantee's expense, all construction and installation work in the Easement Area in compliance with all applicable laws, rules, regulations, orders and requirements of any governmental authority or agency applicable to or affecting the Easement Area. At Grantee's expense, Grantee shall maintain, repair and replace all roadway, sidewalk, and related improvements that Grantee installs in the Easement Area. Grantee shall have the right, but not the obligation, to install trees, plants, shrubbery, groundcover and landscaping within the Easement Area; provided however, such right shall not impose upon Grantee any obligation to install, maintain, or improve any such landscaping.

5. Title and Lease Warranty. Grantor represents and warrants that Grantor is the sole fee owner of the Property, that Grantor is not under contract with any other party for the sale or other conveyance of the Property, that there are no oral or written leases in effect with respect to any portion of the Property, and that the Property is and will remain free and clear of all liens, encumbrances, and other title impediments of any nature, except those to which the Grantee has expressly agreed to in writing. Owner agrees to indemnify, defend with counsel approved by Grantee, hold harmless and reimburse Grantee and Grantee's elected and appointed officials, officers, representatives, agents and employees from and against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, incurred as a result of the failure of any of Grantor's representations or warranties contained in this paragraph to be correct. The provisions of this Section 5 shall survive the close of escrow and recordation of this Agreement.

6. Waiver. Grantor, for itself, its heirs, successors and assigns, hereby waives any and all claims for damages which may accrue to the Property by reason of its severance from that

7. Miscellaneous.

LA #4341-2624-5138 v2

7.3 Amendment. This Agreement may be terminated or modified only by the written consent of the Grantor and Grantee or their successors or assigns, evidenced by a document that has been fully executed, acknowledged and recorded in the Official Records of Sonoma County, California.

7.4 Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held by a court of competent jurisdiction, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

7.5 Authority. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind.

7.6 Recordation. Following execution by all parties, this Agreement shall be recorded in the Official Records of Sonoma County.

7.7 Assignment. Grantee may assign its rights hereunder to any third party without the prior written consent of Grantor or its successors or assigns. Any such assignment may, at the election of the assignee, be evidenced by an assignment document which may be recorded in the Official Records of Sonoma County. Grantor consents to any subsequent assignment recorded against the Property to reflect such assignment by Grantee.

7.8 Further Assurances. The Parties agree to execute, acknowledge and deliver to the other such other documents and instruments, and to undertake such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

7.9 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Sonoma County, California or in the Federal District Court for the Northern District of California.

7.10 Captions. The section headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

7.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE(S)

IN WITNESS WHEREOF, the duly authorized representatives of the Grantor and Grantee have executed this Agreement as of the date first written above.

GRANTOR

GRANTEE

COBT, LLC, an Oregon limited liability company

By: [Signature]
Print Name:

Title: Mgr

CBI, LLC, an Oregon limited liability company

By: [Signature]
Print Name:

Title: Mgr

By: Gabriel A. Gonzalez, City Manager
Pam Stafford, Mayor

Approved as to form:

By: Michelle Marchetta Kenyon,
City Attorney

McDonald's Corporation, a Delaware corporation

By:

Print Name:

Title: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed above is hereby accepted by order of the City Council of the City of Rohnert Park pursuant to City Council Resolution No. _____ dated _____ and the Grantee consents to recordation thereof by its duly authorized officer.

CITY OF ROHNERT PARK,
a municipal corporation

By: _____

Dated: _____

IN WITNESS WHEREOF, the duly authorized representatives of the Grantor and Grantee have executed this Agreement as of the date first written above.

GRANTOR

GRANTEE

COBT, LLC, an Oregon limited liability company

By: _____
Print Name:

Title: _____

By: _____
Gabriel A. Gonzalez, City Manager
Pam Shaffer, Mayor

CBI, LLC, an Oregon limited liability company

By: _____
Print Name:

Title: _____

Approved as to form:

By: _____
Michelle Marchetta Kenyon,
City Attorney

McDonald's Corporation, a Delaware corporation

By: _____
Print Name:

Title: Senior Counsel

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed above is hereby accepted by order of the City Council of the City of Rohnert Park pursuant to City Council Resolution No. _____ dated _____ and the Grantee consents to recordation thereof by its duly authorized officer.

CITY OF ROHNERT PARK,
a municipal corporation

By: _____

Dated: _____

Oregon
STATE OF CALIFORNIA)

COUNTY OF Deschutes) Patricia J Martin, Notary

On 2-26, 2013, before me, Curtis A Baney, (here insert name and title of the officer), personally appeared Curtis A Baney, 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 Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Patricia J Martin (Seal)



STATE OF CALIFORNIA)

COUNTY OF)

On _____, 20____, before me, _____, (here insert name and title of the officer), 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.

Signature _____ (Seal)

ACKNOWLEDGMENT - McDONALD'S CORPORATION

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, Tricia A. Senese, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Jennifer Cohn, Senior Counsel of McDonald's Corporation, a Delaware corporation, whose place of business is at One McDonald's Plaza , Oak Brook, Illinois 60523, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Counsel appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Senior Counsel and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25th day of February, 2013.



Tricia A. Senese, Notary Public

My commission expires: 06/01/2014

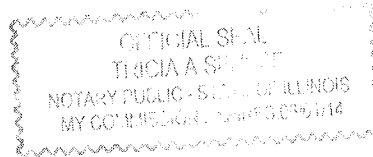


Exhibit A

EASEMENT AREA

(Attach legal description.)

Exhibit B

EASEMENT AREA - DIAGRAM

(Attach diagram.)

RBF CONSULTING
600 Ygnacio Valley Road, Suite 300
Walnut Creek, California 94596

October 26, 2012
JN: 50-100964
Page 1 of 1

EXHIBIT "A"
LEGAL DESCRIPTION
RIGHT OF WAY AND UTILITY
EASEMENT
APN 045-036-007

That certain parcel of land situated in the County of Sonoma, State of California, being a portion of Lot 162, Santa Rosa Farms No. 2, filed on March 7, 1910 in Book 21 of Maps, at Page 14, in the Office of the County Recorder of said Sonoma County and being a portion of Lot 162 as described in the Grant Deed, from McDonald's Corporation to COBT, LLC, in Document Number: 2007136386 of Official Records, at said County Recorder's Office, more particularly described as follows:

BEGINNING at the Intersection of the easterly right of way line of Dowdell Avenue as shown on said San Rosa Farms No. 2 (21 M. 14) with the northerly right of way line of Wilfred Avenue as shown on said map (21 M. 14);

Thence, easterly along said northerly right of way of Wilfred Avenue South 89°35'41" East 565.29 feet to the westerly right of way line of Redwood Drive (102' wide);

Thence, northerly along said westerly right of way line North 00°06'04" East 58.76 feet;

Thence, leaving said westerly right of way line and westerly North 89°53'56" West 15.02 feet;

Thence, South 45°14'48" West 27.76 feet;

Thence, North 89°35'41" West 3.42 feet;

Thence, South 00°24'19" West 12.50 feet;

Thence, North 89°35'41" West 32.08 feet;

Thence, North 00°24'19" East 3.00 feet;

Thence, North 89°35'41" West 13.00 feet;

Thence, North 00°24'19" East 14.50 feet;

Thence, North 89°35'41" West 10.00 feet;

Thence, South 00°24'19" West 17.50 feet;

Thence, North 89°35'41" West 116.14 feet;

Thence, South 87°54'00" West 80.07 feet;

Thence, North 89°35'41" West 76.76 feet;

Thence, North 00°24'19" East 3.00 feet;

Thence, North 89°35'41" West 14.00 feet;

REF CONSULTING
500 Ygnacio Valley Road, Suite 200
Walnut Creek, California 94596

RIGHT OF WAY
EASEMENT
APN 045-055-007

October 26, 2012
JN: 50-100964
Page 2 of 2

Thence, North 00°24'19" East 18.00 feet;

Thence, North 89°35'41" West 10.00 feet;

Thence, South 00°24'19" West 21.00 feet;

Thence, North 89°35'41" West 121.96 feet;

Thence, North 00°24'19" East 16.00 feet;

Thence, North 89°35'41" West 16.99 feet;

Thence, North 36°58'22" West 7.53 feet;

Thence, North 89°33'33" West 3.44 feet;

Thence, North 00°25'42" East 8.01 feet;

Thence, North 89°35'41" West 18.00 feet to said easterly right of way line of Dowdell Avenue as shown on said map (21 M 14).


Thence, southerly along said easterly right of way line South 00°26'27" West 53.00 feet to the POINT-OF-BEGINNING.

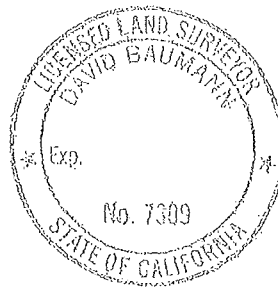
CONTAINING 16,050 Square Feet, more or less.

BASIS OF BEARINGS. The bearings and distances contained herein are based upon the Record of Survey filed December 16, 2011 in Book 747 of Maps at Pages 50-53, in said County Recorder's Office.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

EXHIBIT "B" attached and by this reference made a part hereof.


David Baumann, P.L.S. 7309
License Expires March 31, 2013

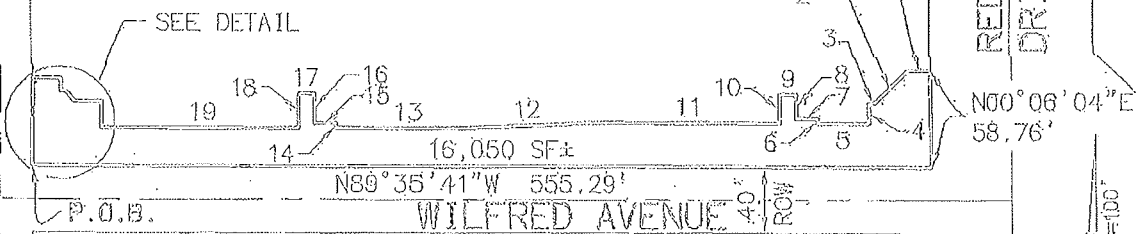


162
SANTA ROSA FARMS NO. 2
21 M 14

APN 045-055-007
COBT, LLC.
DOCUMENT NUMBER:
2007136386

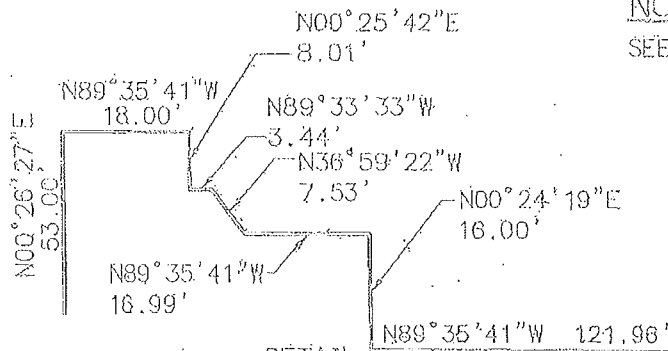
DOWDELL AVENUE

REDWOOD
DRIVE



APN 045-075-001

APN 045-075-002



NOTE

SEE TABLE ON SHEET 2

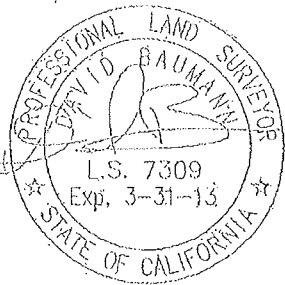


EXHIBIT "B"

PLAT TO ACCOMPANY A
LEGAL DESCRIPTION FOR
WILFRED AVENUE WIDENING

CITY OF ROHNERT PARK
COUNTY OF SONOMA
STATE OF CALIFORNIA

DETAIL
NOT TO SCALE



SHEET 1 OF 2 SHEETS

OCTOBER 31, 2012

JOB NO. 50-100964

N:\DATA\2012\0054\3000\APPROVALS\EXHIBITS\WILFRED AVE WIDENING E\2012-ADWD JERRY MILLER 1/23/13 1:12 PM

LINE DATA TABLE

NO.	BEARING	LENGTH
1	N89°53'56"W	15.02'
2	N45°14'48"E	27.76'
3	N89°35'41"W	3.42'
4	N00°24'19"E	12.50'
5	N89°35'41"W	32.08'
6	N00°24'19"E	3.00'
7	N89°35'41"W	13.00'
8	N00°24'19"E	14.50'
9	N89°35'41"W	10.00'
10	N00°24'19"E	17.50'
11	N89°35'41"W	116.14'
12	N87°54'00"E	80.07'
13	N89°35'41"W	76.76'
14	N00°24'19"E	3.00'
15	N89°35'41"W	14.00'
16	N00°24'19"E	18.00'
17	N89°35'41"W	10.00'
18	N00°24'19"E	21.00'
19	N89°35'41"W	121.96'

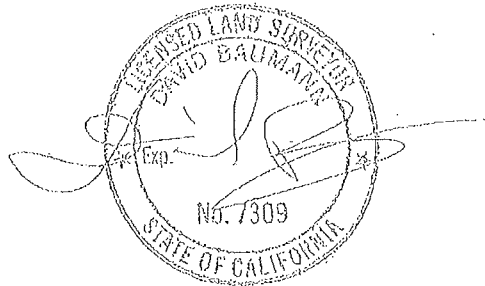


EXHIBIT "B"

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR
WILFRED AVENUE WIDENING

CITY OF ROHNERT PARK
COUNTY OF SONOMA
STATE OF CALIFORNIA



SHEET 2 OF 2 SHEETS

500 YORBA VALLEY ROAD, SUITE 300
WALNUT CREEK, CALIFORNIA 94598-3517
925.933.1160 • FAX 925.909.1495 • www.RBF.com

OCTOBER 31, 2012

JOB NO. 50-100964

GRANTOR: COBT, LLC, et al
Project Name: WILFRED AVENUE IMPROVEMENT PROJECT

APN: 045-055-007

Exhibit D

Grant of Temporary Construction Easement

Recording Requested by
and when Recorded, return to:

Department of Engineering
City of Rohnert Park
City Hall
6750 Commerce Blvd.
Rohnert Park, CA 94928-2411

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

COBT, LLC, AN OREGON LIMITED LIABILITY COMPANY; CBI, LLC, AN
OREGON LIMITED LIABILITY COMPANY; AND MCDONALD'S
CORPORATION, A DELAWARE CORPORATION

APN: 045-055-007

67 WILFRED AVENUE, ROHNERT PARK

WILFRED AVENUE IMPROVEMENT PROJECT

THIS PAGE HERE TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Government Code 27361.6)

Recorded at the request of:

Department of Engineering
City of Rohnert Park
City Hall
6750 Commerce Blvd.
Rohnert Park, CA 94928-2411

APN: 045-055-007

Old Republic Title Co. Order No.: 0812008606

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For good and valuable consideration pursuant to that certain Property Purchase Agreement executed by the parties hereto on or about FEB 28, 2013 (AGREEMENT), the undersigned, COBT, LLC, AN OREGON LIMITED LIABILITY COMPANY; CBI, LLC, AN OREGON LIMITED LIABILITY COMPANY AND MCDONALD'S CORPORATION, A DELAWARE CORPORATION (GRANTOR), hereby grants to the CITY OF ROHNERT PARK, A MUNICIPAL CORPORATION (CITY), and its successors and assigns, a Temporary Construction Easement, over, across, under and through the real property situated in the City of Rohnert Park, County of Sonoma, State of California, described in Exhibit A, attached hereto (TCE AREA) for public road construction and conformance purposes related to the WILFRED AVENUE IMPROVEMENT PROJECT (PROJECT).

The CITY's rights under the easement granted hereby shall include, without limitation, the right of the CITY, its officers, agents, contractors, and employees, and other governmental agencies responsible for review or construction of any portion of the PROJECT and such agencies' officers, agents, contractors, and employees: [i] to enter upon the TCE AREA with personnel, vehicles and equipment for construction of the PROJECT, and all other activities related thereto; [ii] to remove all improvements, trees and vegetation thereon that interfere with the purpose for which this easement is granted; [iii] to conform the TCE AREA to the PROJECT; and [iv] to do any and all other actions necessary and appropriate for the construction of the PROJECT.

The CITY's rights under the easement granted hereby also include the right of ingress to, and egress from the TCE AREA, and the right at all times to enter in, over and upon the TCE AREA and every part thereof to perform the actions stated above by the CITY, its officers, agents, contractors, and employees, and other governmental agencies responsible for review or construction of any portion of the PROJECT and such agencies' officers, agents, contractors, and employees.

Site improvements, if any, over, across, upon and within the TCE AREA shall be removed pursuant to this Temporary Construction Easement at the CITY's sole expense. Upon completion of the work in the TCE AREA, CITY will restore, as near as possible, the ground surface of the TCE AREA to the condition in which it was prior to the commencement of the work related to the PROJECT. The ground surface areas where site improvements are removed will be graded to a ground level consistent with the remaining property.

This Temporary Construction Easement is for a period of six (6) months, to commence upon fourteen (14) days written notice from the CITY to GRANTOR, and shall terminate six (6) months after such commencement. In no event shall this Temporary Construction Easement extend beyond the

completion of construction of the PROJECT. At no cost to the CITY, the CITY shall have the right to enter upon the remainder of GRANTOR's property, where reasonably necessary, to reconstruct or perform any warranty or conformance works during or after the expiration of the Temporary Construction Easement and any extension thereto and/or the completion of the PROJECT. Said works include conforming driveways, walkways, lawn, landscaped and hardscaped areas, irrigation systems, sidewalks or any area where reconstruction or warranty work on GRANTOR's retained property is necessary.

All work performed by the CITY in the TCE AREA shall conform to applicable building, fire, and sanitary laws, ordinances and regulations relating to such work and shall be done in a good and workmanlike manner.

The rights and obligations contained in this Grant of Temporary Construction Easement will (a) run with the Property and burden, inure to, be for the benefit of and are binding on the Property, Grantor and its successors and assigns, and shall be an equitable servitude of Grantor and its successors and assigns, and (b) constitute an easement in gross for the benefit of the CITY and its successors and assigns, and will be binding on the CITY and its successors and assigns.

IN WITNESS WHEREOF, the duly authorized representatives of the Grantor and Grantee have executed this Agreement as of the date first written above.

GRANTOR

GRANTEE

COBT, LLC, an Oregon limited liability company

By: 
Print Name:

Title: Mgr

Date: FEB 28, 2013

By: Gabriel A. Gonzalez, City Manager
Pam Stafford, Mayor

Date:

Approved as to form:

By: Michelle Marchetta Kenyon,
City Attorney

CBI, LLC, an Oregon limited liability company

By: 
Print Name:

Title: Mgr

Date: FEB 28, 2013

McDonald's Corporation, a Delaware corporation

By: [Signature]
Print Name:

Title: Senior Counsel

Date: 2/25/2013

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest
in real property conveyed above is
hereby accepted by order of the
City Council of the City of Rohnert
Park pursuant to City Council Resolution
No. _____ dated _____
and the Grantee consents to recordation
thereof by its duly authorized officer.

CITY OF ROHNERT PARK,
a municipal corporation

By: _____

Dated: _____

Oregon
STATE OF CALIFORNIA)

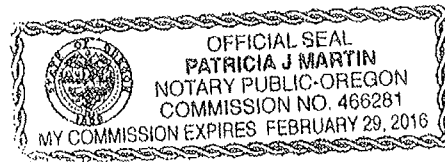
COUNTY OF Deschutes)

On 2-26, 2013, before me, Patricia Martin ^{Notary}, (here insert name and title of the officer), personally appeared Curtis A Baney, 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 Patricia Martin (Seal)



STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 20____, before me, _____, (here insert name and title of the officer), 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.

Signature _____ (Seal)

ACKNOWLEDGMENT - McDONALD'S CORPORATION

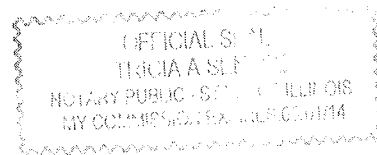
STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, Tricia A. Senese, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Jennifer Cohn, Senior Counsel of McDonald's Corporation, a Delaware corporation, whose place of business is at One McDonald's Plaza , Oak Brook, Illinois 60523, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Counsel appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Senior Counsel and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25th day of February, 2013.


Tricia A. Senese, Notary Public

My commission expires: 06/01/2014



On _____, 20____, before me, _____, (here insert name and title of the officer), 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.

WITNESS my hand and official seal.

COBT, LLC, et al, Grantor
67 Wilfred Avenue, Rohnert Park
Wilfred Avenue Improvement Project

Exhibit A

TEMPORARY CONSTRUCTION EASEMENT AREA

(Attach legal description.)

Exhibit B

TEMPORARY CONSTRUCTION EASEMENT AREA - DIAGRAM

(Attach diagram.)

RBF CONSULTING
500 Ygnacio Valley Road, Suite 300
Walnut Creek, California 94596

October 26, 2012
JN: 50-100964
Page: 1 of 1

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION
EASEMENT
APN 045-055-007

That certain parcel of land situated in the County of Sonoma, State of California, being a portion of Lot 162, Santa Rosa Farms No. 2, filed on March 7, 1910 in Book 21 of Maps, at Page 14, in the Office of the County Recorder of said Sonoma County and being a portion of Lot 162 as described in the Grant Deed, from McDonald's Corporation to COBT, LLC, in Document Number: 2007136386 of Official Records, at said County Recorder's Office, more particularly described as follows:

PARCEL 1

COMMENCING at the intersection of the easterly right of way line of Dowdell Avenue as shown on said San Rosa Farms No. 2 (21 M 14) with the northerly right of way line of Wilfred Avenue as shown on said map (21 M 14);

Thence, easterly along said northerly right of way of Wilfred Avenue South 89°35'41" East 555.29 feet to the westerly right of way line of Redwood Drive (102' wide);

Thence, northerly along said westerly right of way line North 00°06'04" East 58.76 feet;

Thence, leaving said westerly right of way line and westerly North 89°53'56" West 15.02 feet;

Thence, South 45°14'48" West 27.76 feet;

Thence, North 89°35'41" West 3.42 feet;

Thence, South 00°24'19" West 7.50 feet to the TRUE POINT OF BEGINNING;

Thence, South 00°24'19" West 5.00 feet;

Thence, North 89°35'41" West 32.08 feet;

Thence, North 00°24'19" East 3.00 feet;

Thence, North 89°35'41" West 13.00 feet;

Thence, North 00°24'19" East 14.50 feet to a point hereinafter referred to as Point "A";

Thence, South 89°35'41" East 2.50 feet;

Thence, South 00°24'19" West 12.50 feet;

Thence, South 89°35'41" East 42.58 feet to the TRUE POINT OF BEGINNING.

BBF CONSULTING
500 Ygnacio Valley Road, Suite 300
Walnut Creek, California 94596

TEMPORARY CONSTRUCTION
EASEMENT
APN 045-055-007

October 26, 2012
JN: 50-100964
Page 2 of 3

That certain parcel of land situated in the County of Sonoma, State of California, being a portion of Lot 162, Santa Rosa Farms No. 2, filed on March 7, 1910 in Book 21 of Maps, at Page 14, in the Office of the County Recorder of said Sonoma County and being a portion of Lot 162 as described in the Grant Deed, from McDonald's Corporation to COBT, LLC., in Document Number: 2007136386 of Official Records, at said County Recorder's Office, more particularly described as follows:

PARCEL 2

COMMENCING at previously described Point "A", Thence, North 89°35'41" West 10.00 feet to the TRUE POINT OF BEGINNING;

Thence, South 00°24'19" West 17.60 feet;

Thence, North 89°35'41" West 116.14 feet;

Thence, South 87°54'00" West 80.07 feet;

Thence, North 89°35'41" West 76.76 feet;

Thence, North 00°24'19" East 3.00 feet;

Thence, North 89°35'41" West 14.00 feet;

Thence, North 00°24'19" East 18.00 feet to a point hereinafter referred to as Point "B";

Thence, South 89°35'41" East 2.50 feet;

Thence, South 00°24'19" West 16.00 feet;

Thence, South 89°35'41" East 88.15 feet;

Thence, North 87°54'00" East 80.07 feet;

Thence, South 89°35'41" East 113.75 feet;

Thence, North 00°24'19" East 12.50 feet;

Thence, South 89°35'41" East 2.50 feet to the TRUE POINT OF BEGINNING.

REF CONSULTING
500 Ygnacio Valley Road, Suite 300
Walnut Creek, California 94596

TEMPORARY CONSTRUCTION
EASEMENT
APN 045-055-007

October 26, 2012
JN: 50-100964
Page 3 of 3

That certain parcel of land situated in the County of Sonoma, State of California, being a portion of Lot 162, Santa Rosa Farms No. 2, filed on March 7, 1910 in Book 21 of Maps, at Page 14, in the Office of the County Recorder of said Sonoma County and being a portion of Lot 162 as described in the Grant Deed, from McDonald's Corporation to COBT, LLC., in Document Number: 2007136386 of Official Records, at said County Recorder's Office, more particularly described as follows:

PARCEL 3

COMMENCING at previously described Point "B", Thence, North 89°35'41" West 10.00 feet to the TRUE POINT OF BEGINNING;

Thence, South 00°24'19" West 21.00 feet;

Thence, North 89°35'41" West 121.96 feet;

Thence, North 00°24'19" East 5.00 feet;

Thence, South 89°35'41" East 119.46 feet;

Thence, North 00°24'19" East 16.00 feet;


Thence, South 89°35'41" East 2.50 feet to the TRUE POINT OF BEGINNING.

CONTAINING PARCEL 1: 218 Square Feet, more or less.
PARCEL 2: 1,464 Square Feet, more or less.
PARCEL 3: 650 Square Feet, more or less.

BASIS OF BEARINGS The bearings and distances contained herein are based upon the Record of Survey filed December 16, 2011 in Book 747 of Maps at Pages 50-53, in said County Recorder's Office.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

EXHIBIT "B" attached and by this reference made a part hereof.


David Baumann, P.L.S. 7309
License Expires March 31, 2013



DONDELL AVENUE

162
SANTA ROSA FARMS NO. 2
21 M 14

APN 045-055-007
COBT, LLC.
DOCUMENT NUMBER:
2007136386

REDWOOD
DRIVE

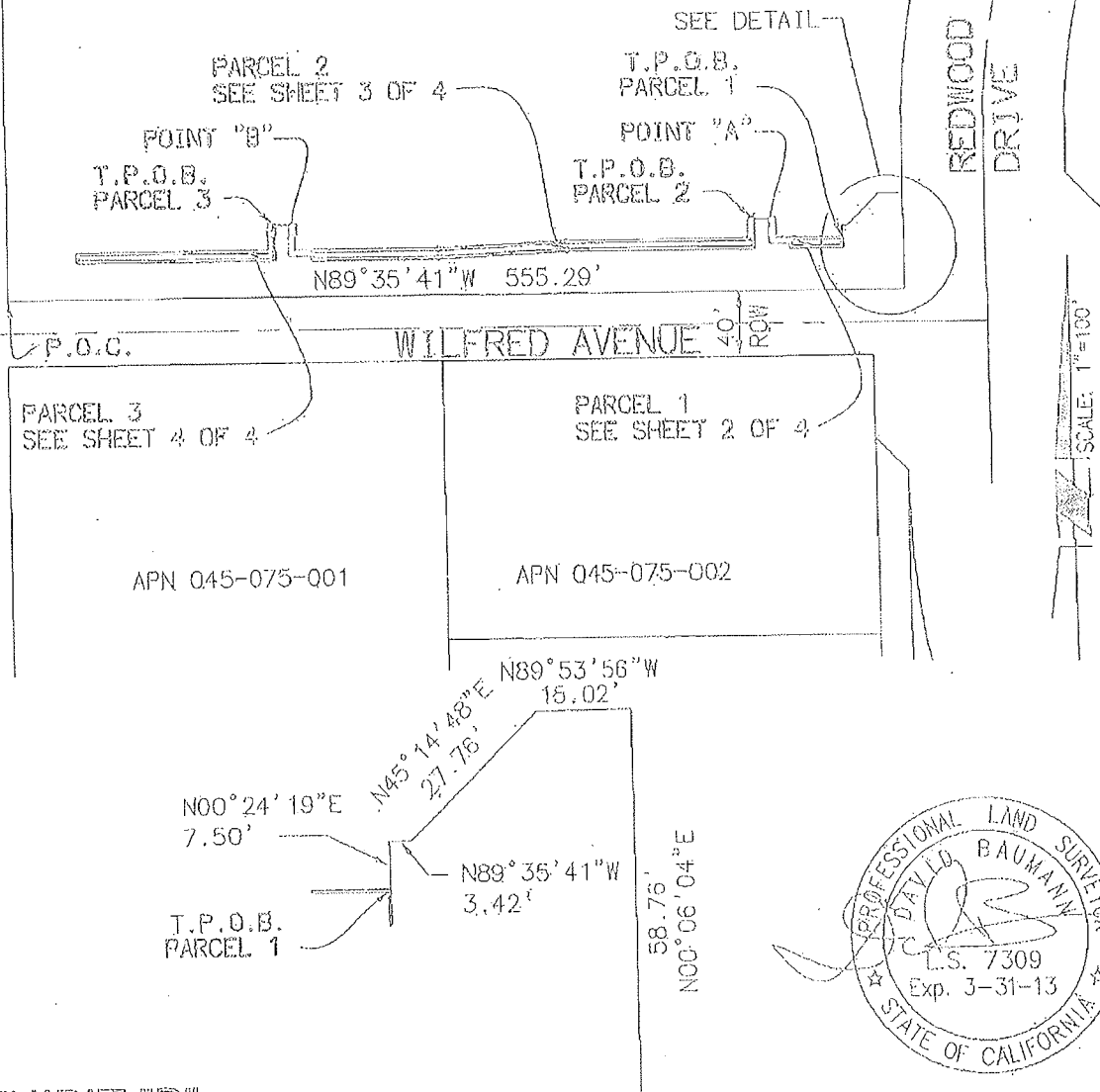


EXHIBIT "B"

PLAT TO ACCOMPANY A
LEGAL DESCRIPTION FOR
WILFRED AVENUE
TEMPORARY CONSTRUCTION EASEMENT
CITY OF ROHNERT PARK
COUNTY OF SONOMA
STATE OF CALIFORNIA

DETAIL
NOT TO SCALE

PROFESSIONAL LAND SURVEYOR
DAVID BAUMANN
C.S. 7309
Exp. 3-31-13
STATE OF CALIFORNIA

SHEET 1 OF 4 SHEETS

OCTOBER 31, 2012

JOB NO. 50-100964

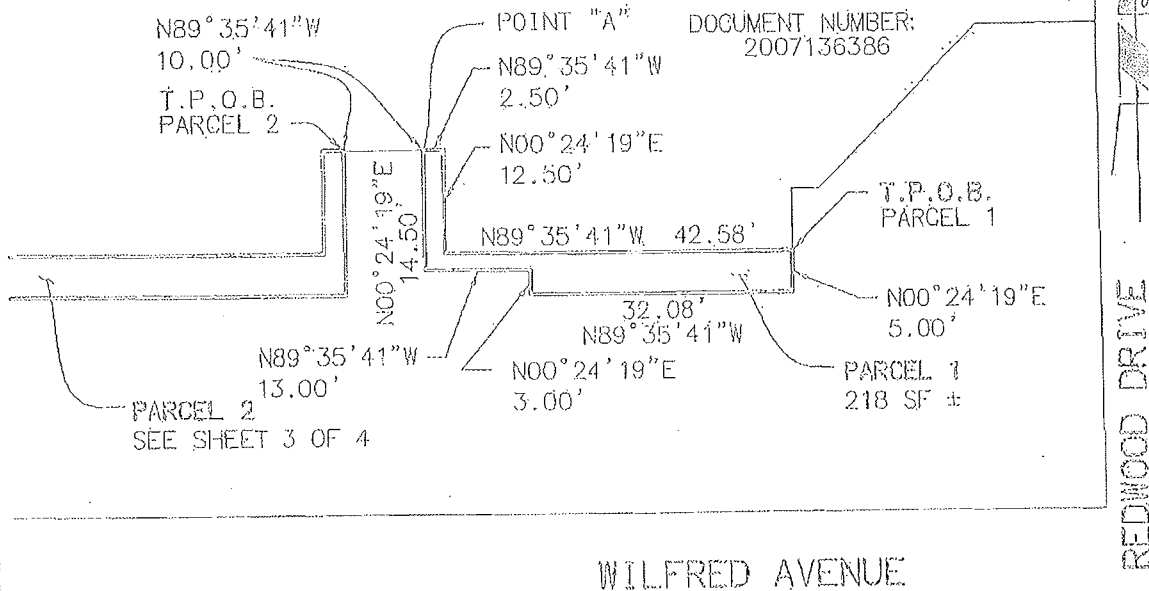
100 YONKIN VALLEY ROAD, SUITE 300
WILLYT CREEK, CALIFORNIA 94593-5807
925.369.1180 • FAX 925.909.1666 • www.RBP.com

DATA: 50100964 (000) 447400 EXHIBITS WILFRED AVE VLFREQ EX01-A TOEDWG JERRY MILLER 1/25/13 1:47 PM

162
SANTA ROSA FARMS NO. 2
21 M 14

APN 045-055-007
COBT, LLC.

DOCUMENT NUMBER:
2007136386



WILFRED AVENUE

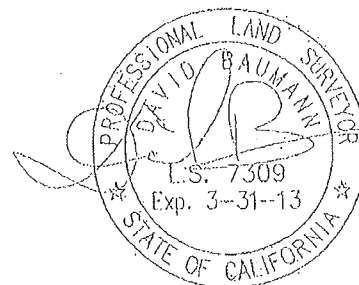


EXHIBIT "B"

PLAT TO ACCOMPANY A
LEGAL DESCRIPTION FOR
WILFRED AVENUE
TEMPORARY CONSTRUCTION EASEMENT
CITY OF ROHNERT PARK
COUNTY OF SONOMA
STATE OF CALIFORNIA



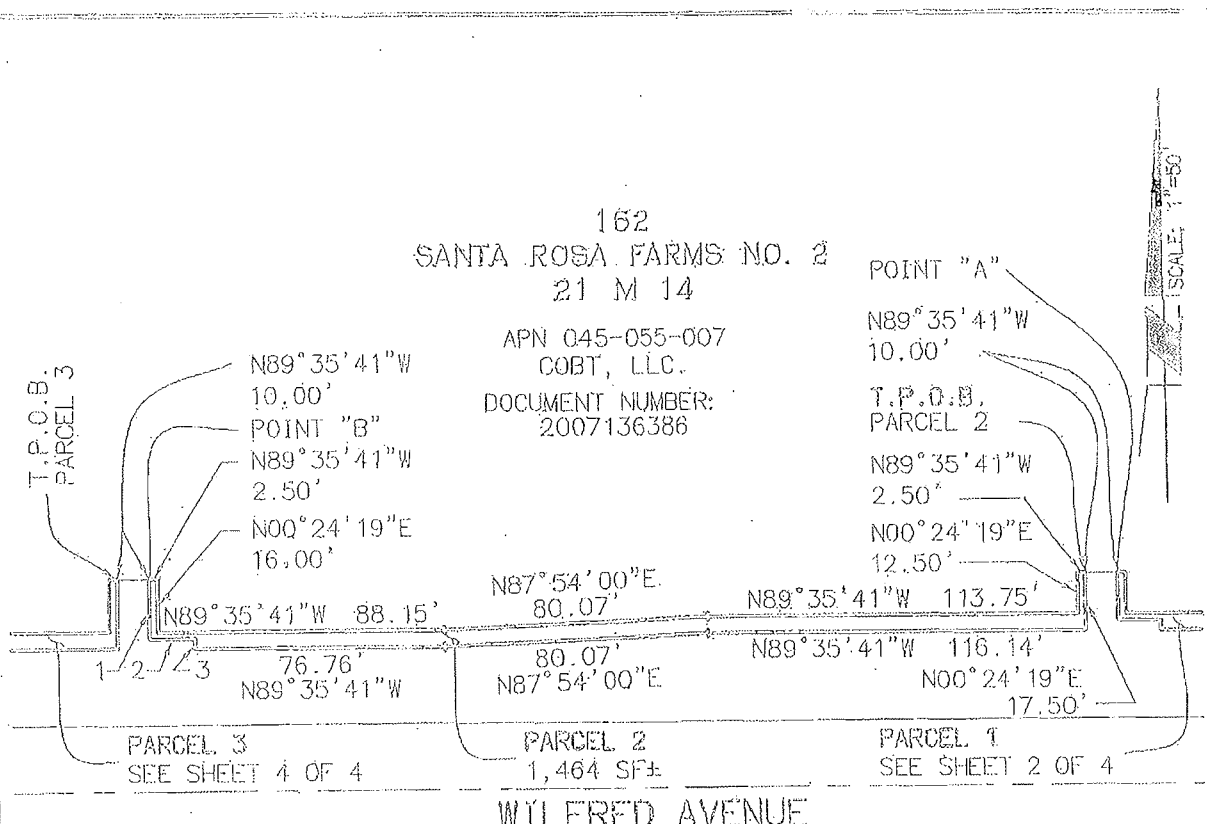
OCTOBER 31, 2012

SHEET 2 OF 4 SHEETS

440 YONGEY VALLEY ROAD, SUITE 300
MOUNTAIN VIEW, CALIFORNIA 94038-2117
916.225.1100 • FAX 916.225.1105 • WWW.RBF.COM

JOB NO. 60-100964

H:\DATA\50100964\CADD\MAPPING\EXHIBITS\WILFRED AVENUE\WILFRED EX21-A REDDING JERRY MILLER 1/23/13 11:48 PM



LINE DATA TABLE		
NO.	BEARING	LENGTH
1	N00°24'19"E	18.00'
2	N89°35'41"W	14.00'
3	N00°24'19"E	3.00'

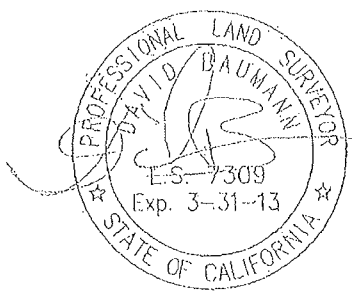


EXHIBIT "B"
 PLAT TO ACCOMPANY A
 LEGAL DESCRIPTION FOR
 WILFRED AVENUE
 TEMPORARY CONSTRUCTION EASEMENT
 CITY OF ROHNERT PARK
 COUNTY OF SONOMA
 STATE OF CALIFORNIA



500 YGUAICO VALLEY ROAD, SUITE 300
 WALNUT CREEK, CALIFORNIA 94595-5647
 (925) 933-1160 • FAX (925) 933-1165 • WWW.RBF.COM

OCTOBER 31, 2012

SHEET 3 OF 4 SHEETS
 JOB NO. 50-100964

H:\DATA\50-00564\CADD\MAPPING\EXHIBITS\WILFRED AVE\WILFRED EXHIBIT-A.TXD DWG JERRYWALLER 1/23/13 11:45 AM

DOWDELL AVENUE

162
SANTA ROSA FARMS NO. 2
23 M 14

APN 045-055-007
COBT, LLC.
DOCUMENT NUMBER:
2007136386

T.P.O.B.
PARCEL 3

N89°35'41"W

2.50'

N00°24'19"E

16.00'

N89°35'41"W 119.46'

N89°35'41"W 121.96'

PARCEL 3

650 SF±

N89°35'41"W

10.00'

POINT "B"

PARCEL 2

SEE SHEET 3 OF 4

N00°24'19"E

21.00'

WILFRED AVENUE

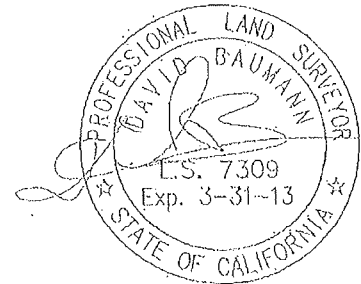


EXHIBIT "B"

PLAT TO ACCOMPANY A
LEGAL DESCRIPTION FOR
WILFRED AVENUE
TEMPORARY CONSTRUCTION EASEMENT
CITY OF ROHNERT PARK
COUNTY OF SONOMA
STATE OF CALIFORNIA



SHEET 4 OF 4 SHEETS

OCTOBER 31, 2012

JOB NO. 50-100964

\\PDATA\50100964\CADD\MAPPG\EXHIBITS\WILFRED AVE\WILFRED EX01-A.TCE.DWG. JERRY MILLER 1/23/13 1:49 PM