

RESOLUTION NO. 2017-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK APPROVING AND AUTHORIZING A CONSENT OF ASSIGNMENT OF DEVELOPMENT AGREEMENT WITH RESPECT TO A 175-ACRE SITE IN THE SOUTHEAST PORTION OF THE CITY TO SONOMA MOUNTAIN VILLAGE, LLC AND A PARTIAL ASSIGNMENT AND ASSUMPTION AND GUARANTY OF DEVELOPMENT AGREEMENT AND CONSENT TO TRANSFER REAL PROPERTY FROM SONOMA MOUNTAIN VILLAGE, LLC TO SONOMA VILLAGE COMMERCIAL, LLC

WHEREAS, the City, Sonoma Mountain Village, LLC (“**Developer**”) and KDRP, LLC (“**KDRP**”), entered into a Development Agreement, approved pursuant to Ordinance No. 825 which agreement was recorded October 1, 2010, in the Official Records as Document No. 2010084467 (as amended by that certain First Amendment to Development Agreement dated June 4, 2012, Second Amendment to Development Agreement dated December 4, 2012, and subject to those certain letter agreements dated June 6, 2016 and December 29, 2016), collectively, the “**Development Agreement**”; and

WHEREAS, the Development Agreement provides for the development of a 175 acre Planned Development located on three assessor’s parcels in the southeast portion of the City (the “**Property**”) and describes a plan for funding and constructing a wide range of public improvements, most of which are tied to residential development, except for two public improvements, an extension of the Sonoma Marin Area Rail Transit’s multi-use path (the SMART path) and an all-weather soccerfield which are to be completed by “dates certain” rather than triggered by a certain level of development; and

WHEREAS, Developer and KDRP owned the Property as tenants in common upon entering the Development Agreement, however on July 21, 2016, Developer acquired from KDRP, all of KDRP’s right, title and interest in the Property; and

WHEREAS, the City is being asked to formally consent to the assignment of the Development Agreement from KDRP and Developer to Developer; and

WHEREAS, Developer desires to transfer the northern portion of the Property, which is a former Hewlett Packard/Aligent campus and is currently developed with several large industrial buildings, to Sonoma Village Commercial LLC, an affiliate of Developer, as both entities are wholly owned subsidiaries of Coddling Enterprises LP; and

WHEREAS, the assignment is being requested in order for Developer and its affiliate to obtain a loan from Ladder Capital Finance LLC, which would be secured by that portion of the Property; and

WHEREAS, City desires to consent to the transfer of the northern portion of the Property from Developer to Sonoma Village Commercial, provided that (1) Developer retains all development rights over the Property, except as to certain limited obligations over the existing buildings on the northern portion of the Property; (2) Sonoma Village Commercial acknowledges and agrees to certain development restrictions and that Developer has the full

right and authority to develop the Property, in accordance with the Development Agreement, except as the assigned obligations; and (C) Developer deposits the sum of \$2.55 million dollars in escrow to fund its obligations regarding the soccer field.

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

Section 1. Recitals. That the foregoing recitals are true and correct.

Section 2. Consent to Assignment to Sonoma Mountain Village, LLC. The City Council hereby consents to the assignment of the Development Agreement from KDRP and Sonoma Mountain Village, LLC, to Sonoma Mountain Village, LLC. The City Manager is authorized to execute any and all documents necessary to effectuate such consent.

Section 3. Approval of Partial Assignment and Assumption Agreement. The City Council approves the form of Partial Assignment and Assumption Agreement included as Exhibit A to this Resolution, subject to minor modifications approved by the City Manager and City Attorney. The City Manager is hereby authorized and directed to execute the Partial Assignment and Assumption Agreement on behalf of the City of Rohnert Park, in substantially similar form to Exhibit A. The City Manager is further authorized to execute any other documents, including without limitation escrow instructions or an escrow agreement regarding the soccer field funding, and to take any other actions to effectuate the purpose and intent of the agreement.

Section 4. Effective Date of Resolution. That this Resolution shall take effect immediately upon its adoption.

DULY AND REGULARLY ADOPTED this 11th day of April, 2017.

CITY OF ROHNERT PARK


Jake Mackenzie, Mayor

ATTEST:


Caitlin Saldanha, Deputy City Clerk

Exhibit A - *Partial Assignment and Assumption and Guaranty of Development Agreement and Consent to Transfer Real Property*

AHANOTU: Absent BELFORTE: Aye CALLINAN: Aye STAFFORD: Aye MACKENZIE: Aye
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928-2486
Attention: City Clerk

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)
Exempt from recording fee pursuant to Government Code Section 27383

**PARTIAL ASSIGNMENT AND ASSUMPTION AND GUARANTY OF DEVELOPMENT
AGREEMENT AND CONSENT TO TRANSFER OF REAL PROPERTY**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION AND GUARANTY OF DEVELOPMENT AGREEMENT AND CONSENT TO TRANSFER OF REAL PROPERTY (the "**Agreement**"), effective as of the date of the conveyance of the Transferred Property (defined below) to Transferee (defined below) (the "**Effective Date**"), is made by and between SOMO Village Commercial, LLC, a Delaware limited liability company ("**Transferee**"), SOMO Village, LLC formerly known as Sonoma Mountain Village, LLC, a Delaware limited liability company ("**Transferor**"), and the City of Rohnert Park, a municipal corporation (the "**City**").

RECITALS

A. That certain real property described in Exhibit A, attached hereto and incorporated herein by reference, (the "**Property**"), is subject to that certain Development Agreement entered by and among the City and Transferor and KDRP, LLC, a California limited liability company ("**KDRP**"), which was approved pursuant to Ordinance No. 825 and recorded October 1, 2010, in the Official Records as Document No. 2010084467 (as amended by that certain First Amendment to Development Agreement dated June 4, 2012, Second Amendment to Development Agreement dated December 4, 2012, and subject to those certain letter agreements dated June 6, 2016 and December 29, 2016), collectively, the "**Development Agreement**."

B. Transferor and KDRP owned the Property as tenants in common upon entering the Development Agreement, however on July 21, 2016, Transferor acquired from KDRP, all of KDRP's right, title and interest in the Property, such that Transferor is presently the only party with any rights or obligations as "Developer" under the Development Agreement.

C. Transferee is an affiliate of Transferor and the entities are each a wholly owned subsidiary of Coddling Enterprises LP, a California limited partnership.

D. Transferee desires to obtain a loan (the “**Loan**”) from Ladder Capital Finance LLC, a Delaware limited liability company, together with its successors and assigns (“**Lender**”) which loan would be secured by a portion of the Property, defined below as the Transferred Property.

E. Lender has conditioned a proposed loan to Transferee, among other things, upon (a) the transfer and conveyance from Transferor to Transferee of all of Transferor’s right, title and interest in and to the portion of the Property described in Exhibit B attached hereto (the “**Transferred Property**”); and (b) Transferee making certain restrictive covenants to Lender in the loan documents executed in connection with the Loan, pursuant to which Transferee would be prohibited from undertaking any development efforts on the Transferred Property which would subject Transferee to the terms of the Development Agreement, except as set forth below in this Agreement.

F. The Transferred Property consists of existing commercial development described in Exhibit C (“**Existing Commercial Sites**”), and outparcels intended to be developed in accordance with the Development Agreement in the future. To facilitate Transferee obtaining a loan from Lender, (A) Transferor desires (i) to transfer and convey the Transferred Property to Transferee, and (ii) to retain, guaranty and perform any and all obligations under the Development Agreement in connection with the Transferred Property, including without limitation the requirement to ensure the Transferred Property is developed in accordance with the Development Agreement and Project Approvals, as defined therein, except for the Assigned Obligations (defined herein) regarding the Existing Commercial Sites; and (B) Transferee desires to (i) receive the Transferred Property from Transferor, and (ii) assume the Assigned Obligations in connection with the Transferred Property. That portion of the Transferred Property that is not included within the “Existing Commercial Sites” may be referred to herein as the “Additional Sites”.

H. City has agreed to consent to the transfer of the Transferred Property from Transferor to Transferee with the conditions set forth above, provided that (A) Transferor retains all development rights over the Transferred Property, except as to the Assigned Obligations; (B) Transferee acknowledges and agrees to certain development restrictions and that Transferor has the full right and authority to develop the Transferred Property, in accordance with the Development Agreement, except as the Assigned Obligations; and (C) Transferor deposits the sum of \$2.55 million dollars in escrow to fund its obligations regarding the soccer fields, including those set forth in Section 4.11(B) of the Development Agreement. It is understood by the parties that Transferor’s soccer field obligations include costs to construct additional improvements to any adjoining fields impacted by the soccer field’s relocation and/or configuration.

NOW, THEREFORE, Transferor and Transferee agree as follows:

1. Retention of Rights and Obligations by Transferor. Notwithstanding Section 8.02(A) of the Development Agreement, Transferor and Transferee agree that upon the transfer of the Transferred Property from Transferor to Transferee all the rights, duties and obligations of Developer under the Development Agreement shall be retained by Transferor except as to the Assigned Obligations. Transferee agrees and acknowledges that Transferor has the full right and

authority to develop the Transferred Property and satisfy any obligations that may arise in connection with the Transferred Property, except the Existing Commercial Sites, as set forth in the Development Agreement.

2. Partial Assignment and Assumption. For and in consideration of Transferor's transfer of the Transferred Property to Transferee, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is acknowledged, as of the Effective Date, Transferor hereby assigns and Transferee assumes the rights and obligations set forth in Article 1, Sections 2.01 and 2.02, Article 3, Sections 4.01, 4.06, 4.18 and 4.19, Sections 5.01-5.04 and Articles 6-10 of the Development Agreement, only to the extent such rights and obligations pertain to the Existing Commercial Sites, and the rights and obligations set forth in Articles 6 and 8, regarding property transfer and mortgagee protection, as to the Additional Sites (collectively referred to herein as the "**Assigned Obligations**"). Transferee further agrees and acknowledges that in no event shall any portion of the Transferred Property be developed without full compliance with the terms and obligations of the Development Agreement.

3. Guaranty of Development Agreement Rights and Obligations.

- a. Transferor's Guaranty. In consideration of City's consent to the transfer of the Transferred Property from Transferor to Transferee, and other good and valuable consideration, the receipt and adequacy of which is acknowledged, Transferor hereby unconditionally and irrevocably guarantees the full and prompt performance of all duties and obligations of Developer (as such term is defined in the Development Agreement) under the Development Agreement which may arise in connection with the Transferred Property, following the transfer of the Transferred Property to Transferee as contemplated under this Agreement.
- b. Transferee's Guaranty and Grant of Rights. In consideration of City's consent to the transfer of the Transferred Property from Transferor to Transferee, and other good and valuable consideration, the receipt and adequacy of which is acknowledged, Transferee, as the owner of the Transferred Property, hereby unconditionally and irrevocably guarantees that it is hereby granting and assigning to Transferor all right and authority to fulfill and perform all duties and obligations of Developer (as such term is defined in the Development Agreement) under the Development Agreement which may arise in connection with the Transferred Property, except for the Assigned Obligations, following the transfer of the Transferred Property to Transferee as contemplated under this Agreement. Transferee agrees to execute any and all further documents as may be necessary to effectuate this guaranty.

4. Development Restrictions. Transferee will not undertake any development or improvement on the Transferred Property, except for tenant improvements and similar work on the Existing Commercial Sites, which would trigger any obligation under the Development Agreement, as such rights are retained and guaranteed by Transferor.

5. Intended Use of Loan Proceeds. Transferee intends that the net proceeds of any loan extended by Lender to Transferee will be devoted toward development of the Project (as such term is defined in the Development Agreement).

6. Escrow Deposit to Guarantee Soccer Field Obligations. Concurrently with execution of this Agreement, Transferor shall deposit the amount of \$2.55 Million Dollars into an escrow account pursuant to an escrow agreement or instructions agreed upon by and between Transferor and City, subject to approval by City's City Attorney, with such funds to be used solely toward compliance with Transferor's soccer field obligations, including Section 4.11.B of the Development Agreement and other obligations regarding the soccer field. It is understood by the parties that Transferor's soccer field obligations include costs to construct additional improvements to any adjoining fields impacted by the soccer field's relocation and/or configuration.

7. Third Amendment to Development Agreement. Transferee agrees and acknowledges that the Transferor and City are negotiating a third amendment to the Development Agreement pursuant to that certain letter agreement dated December 29, 2016, and that Transferee will be obligated to execute the third amendment as the owner of the Transferred Property. Transferee hereby unconditionally and irrevocably guarantees that it will execute such third amendment as may be negotiated between the City and Transferor provided that (i) Transferee does not assume any additional liability associated with such third amendment and (ii) such third amendment codifies the terms of the letter agreement dated December 29, 2016 and incorporates the terms and provisions of this Agreement. Transferee agrees to work in good faith with City and Transferor on future amendments to the Development Agreement.

8. Assignment Prohibited. The qualifications and identity of the Transferee as an affiliate of Transferor are of particular concern to City and City is only entering this Agreement and consenting to the transfer based on the identity of the Transferee. Therefore, in addition to and notwithstanding the provisions on assignment set forth in the Development Agreement, subject to the provisions on mortgagee protections set forth in Article 6 of the Development Agreement, Transferee shall not assign this Agreement or the Development Agreement, or sell, transfer or convey the Transferred Property without the prior written consent of the City. In the event of a foreclosure, Lender, as the successor Transferee, may assign this Agreement or the Development Agreement, or sell, transfer or convey the Transferred Property, in accordance with the provisions of Article 8 of the Development Agreement and the requirement that the proposed assignee agrees to assume all terms, rights and obligations of Transferee under the Development Agreement and this Agreement. Provided, however, that notwithstanding any restrictions on transfer set forth in this Section 8, Transferee may transfer, and assign the rights and obligations under the Development Agreement regarding, the Additional Sites back to Transferor without the prior written consent of the City. In such event, Transferee and Transferor shall provide City with a copy of a fully-executed assignment agreement. If Transferor fully assumes all of Transferee's rights and obligations, as determined by City in its discretion, Transferee shall be released from the provisions of the Development Agreement.

9. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, subject to the limitation of assignment set forth herein and in the Development Agreement.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

11. Amendment. This Agreement may only be amended or modified by a written instrument executed by all of the parties hereto.

12. Governing Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

13. Entire Agreement. This Agreement, together with the applicable terms of the Development Agreement, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements. In the event of any conflict between this Agreement and the Development Agreement, the terms of this Agreement shall govern and control.

14. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or otherwise by law rendered invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15. Notices. All notices shall be in writing, and shall be given in the manner prescribed by Section 10.07 of the Development Agreement. Pursuant to Section 10.07 of the Development Agreement, the address for Transferee is: 1400 Valley House Drive, Rohnert Park, Suite 100, Rohnert Park, CA 94928. In addition, pursuant to Section 6.03 of the Development Agreement, the Lender has requested copies of any notices of default to the following address: Ladder Capital Finance LLC, 345 Park Avenue, 8th Floor, New York, NY 10154, Attn: Mark Ableman.

16. Authority. Each individual executing this Agreement on behalf of a corporation or other legal entity represents and warrants that: (a) he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation or other legal entity in accordance with and without violating the provisions of its governing documents, and (b) this Agreement is binding upon and enforceable against said corporation or other legal entity in accordance with its terms. Any entity signing this Agreement on behalf of a corporation or other legal entity hereby represents and warrants in its own capacity that it has full authority to do so on behalf of the corporation or other legal entity.

IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the Effective Date.

“TRANSFEROR”

SOMO Village LLC,
a Delaware limited liability company

By: _____
Name: Bradley E. Baker
Title: Manager

By: _____
Name: Lisa B. Coddling
Title: Manager

“CITY”

CITY:

City of Rohnert Park, a municipal corporation

By: _____
City Manager

Approved as to Form:

By: _____
City Attorney

Attest:

By: _____
City Clerk

“TRANSFeree”

SOMO Village Commercial, LLC,
a Delaware limited liability company

By: SOMO Management LLC
Its: Manager

By: _____
Name: Bradley E. Baker
Title: Manager

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20__ before me, _____, 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.

Signature: _____ (seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20__ before me, _____, 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.

Signature: _____ (seal)

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20__ before me, _____, 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.

Signature: _____ (seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20__ before me, _____, 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.

Signature: _____ (seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE "PROPERTY"

EXHIBIT A TO ASSIGNMENT AGREEMENT
BROUGHT FORWARD FROM EXHIBIT B TO DEVELOPMENT AGREEMENT

EXHIBIT B

Legal Description of Property

Being a portion of the lands of Sonoma Mountain Village, LLC, a California Limited Liability Company formerly known as Sonoma Green LLC, a California Limited Liability Company, as to an undivided 66.667% interest and KDRP LLC, a California Limited Liability Company, as to an undivided 33.333% interest as described in that Grant Deed from Agilent Technologies, filed for record March 30, 2005 under Document No. 2005-041873, Official Records of the County of Sonoma, and being more particularly described as follows:

Parcel One

Being Parcel 1, as shown upon "City of Rohnert Park Parcel Map No. 174 Agilent", filed November 6, 2003 in Book 656 of Maps, Pages 19 through 23, Sonoma County Records.

Excepting therefrom that portion conveyed to The City of Rohnert Park, a municipal corporation, in that grant deed recorded June 28, 2006 under Document No. 2006-080692, Official records of the County of Sonoma.

Also excepting therefrom, the following described parcel of land:

Being a portion of the lands of Sonoma Mountain Village, LLC, a California Limited Liability Company formerly known as Sonoma Green LLC, a California Limited Liability Company, as to an undivided 66.667% interest and KDRP LLC, a California Limited Liability Company, as to an undivided 33.333% interest as described in that Grant Deed from Agilent Technologies, filed for record March 30, 2005 under Document No. 2005-041873, Official Records of the County of Sonoma, and being more particularly described as follows:

Commencing at the northeasterly corner of Parcel 2, as shown upon "City of Rohnert Park Parcel Map No. 174 Agilent", filed November 6, 2003 in Book 656 of Maps, Pages 19 through 23, Sonoma County Records; thence from said Point of Commencement, along the easterly boundary of Parcel 1, as shown on said Parcel Map No. 174, North 00°40'04" West for a distance of 280.91 feet to the Point of Beginning of the parcel to be herein described; thence from said **POINT OF BEGINNING**, leaving said easterly boundary, South 89°19'56" West for a distance of 65.00 feet; thence North 00°40'04" West for a distance of 100.00 feet; thence North 89°19'56" East for a distance of 65.00 feet to said easterly boundary of said Parcel 1; thence along said easterly boundary, S 00°40'04" East for a distance of 100.00 feet to the Point of Beginning of the hereinabove described parcel of land.

EXHIBIT A TO ASSIGNMENT AGREEMENT
BROUGHT FORWARD FROM EXHIBIT B TO DEVELOPMENT AGREEMENT

ALSO BEING DESCRIBED AS:

Being a portion of the lands of Sonoma Mountain Village, LLC, a California Limited Liability Company formerly known as Sonoma Green LLC, a California Limited Liability Company, as to an undivided 66.667% interest and KDRP LLC, a California Limited Liability Company, as to an undivided 33.333% interest as described in that Grant Deed from Agilent Technologies, filed for record March 30, 2005 under Document No. 2005-041873, Official Records of the County of Sonoma, and being more particularly described as follows:

Beginning at the northwesterly corner of Parcel 2, as shown upon "City of Rohnert Park Parcel Map No. 174 Agilent", filed November 6, 2003 in Book 656 of Maps, Pages 19 through 23, Sonoma County Records; thence from said POINT OF BEGINNING, North 63°42'05" East, for a distance of 46.56 feet; thence, South 89°20'37" East, for a distance of 498.27 feet; thence, North 77°59'51" East, for a distance of 84.98 feet; thence, along a non tangent curve to the right, from a tangent that bears, North 49°48'29" East, with a radius of 346.71 feet, through a central angle of 64°22'24", for a distance of 389.54 feet; thence, South 65°49'07" East, for a distance of 223.71 feet; thence, North 80°34'09" East, for a distance of 46.54 feet; thence, South 58°56'49" East, for a distance of 70.70 feet; thence, North 75°01'27" East, for a distance of 199.27 feet; thence, North 28°52'31" East, for a distance of 69.41 feet; thence, North 73°43'26" East, for a distance of 130.98 feet; thence, North 30°20'49" East, for a distance of 135.05 feet; thence, North 89°19'56" East, for a distance of 587.83 feet; thence, North 00°40'04" West, for a distance of 280.91 feet; thence, South 89°19'56" West, for a distance of 65.00 feet; thence, North 00°40'04" West, for a distance of 100.00 feet; thence, North 89°19'56" East, for a distance of 65.00 feet; thence, North 00°40'04" West, for a distance of 1,016.97 feet; thence, along a non tangent curve to the left, from a tangent that bears, North 00°40'33" West, with a radius of 35.00 feet, through a central angle of 90°00'00", for a distance of 54.98 feet; thence, South 89°19'27" West, for a distance of 845.50 feet; thence, along a tangent curve to the left, with a radius of 35.00 feet, through a central angle of 90°00'00", for a distance of 54.98 feet; thence, South 89°19'27" West, for a distance of 84.00 feet; thence, along a non tangent curve to the left, from a tangent that bears, North 00°40'33" West, with a radius of 35.00 feet, through a central angle of 90°00'00", for a distance of 54.98 feet; thence, South 89°19'27" West, for a distance of 980.92 feet; thence, along a tangent curve to the right, with a radius of 550.00 feet, through a central angle of 15°23'02", for a distance of 147.67 feet; thence, South 00°40'33" East, for a distance of 104.44 feet; thence, South 89°06'03" West, for a distance of 123.13 feet; thence, North 00°40'33" West, for a distance of 98.13 feet; thence, North 89°06'03" East, for a distance of 45.98 feet; thence, North 22°30'03" East, for a distance of 29.26 feet; thence, South 89°19'27" West, for a distance of 889.56 feet; thence, South 26°17'55" East, for a distance of 1,864.97 feet to the Point of Beginning.

Containing 4,271,736 Sq. Ft. (98.07 Acres) of land, more or less

APN 046-051-045

Exhibit B

EXHIBIT A TO ASSIGNMENT AGREEMENT
BROUGHT FORWARD FROM EXHIBIT B TO DEVELOPMENT AGREEMENT

Parcel Two

Being Parcel 2, as shown upon "City of Rohnert Park Parcel Map No. 174 Agilent", filed November 6, 2003 in Book 656 of Maps, Pages 19 through 23, Sonoma County Records.

ALSO BEING DESCRIBED AS:

Being a portion of the lands of Sonoma Mountain Village, LLC, a California Limited Liability Company formerly known as Sonoma Green LLC, a California Limited Liability Company, as to an undivided 66.667% interest and KDRP LLC, a California Limited Liability Company, as to an undivided 33.333% interest as described in that Grant Deed from Agilent Technologies, filed for record March 30, 2005 under Document No. 2005-041873, Official Records of the County of Sonoma, and being more particularly described as follows:

Beginning at the northwesterly corner of Parcel 2, as shown upon "City of Rohnert Park Parcel Map No. 174 Agilent", filed November 6, 2003 in Book 656 of Maps, Pages 19 through 23, Sonoma County Records; thence from said **POINT OF BEGINNING**, North 63°42'05" East, for a distance of 46.56 feet; thence, South 89°20'37" East, for a distance of 498.27 feet; thence, North 77°59'51" East, for a distance of 84.98 feet; thence, along a non tangent curve to the right, from a tangent that bears, North 49°48'29" East, with a radius of 346.71 feet, through a central angle of 64°22'24", for a distance of 389.54 feet; thence, South 65°49'07" East, for a distance of 223.71 feet; thence, North 80°34'09" East, for a distance of 46.54 feet; thence, South 58°56'49" East, for a distance of 70.70 feet; thence, North 75°01'27" East, for a distance of 199.27 feet; thence, North 28°52'31" East, for a distance of 69.41 feet; thence, North 73°43'26" East, for a distance of 130.98 feet; thence, North 30°20'49" East, for a distance of 135.05 feet; thence, North 89°19'56" East, for a distance of 587.83 feet; thence, South 00°40'04" East, for a distance of 34.13 feet; thence, along a tangent curve to the left, with a radius of 500.00 feet, through a central angle of 19°36'34", for a distance of 171.12 feet; thence, along a reverse curve to the right, with a radius of 500.00 feet, through a central angle of 19°36'34"; for a distance of 171.12 feet; thence, South 00°40'04" East, for a distance of 1,312.17 feet; thence, South 86°59'29" West, for a distance of 1,394.74 feet; thence, South 00°38'51" East, for a distance of 742.15 feet; thence, South 89°46'42" West, for a distance of 50.53 feet; thence, North 19°29'35" West, for a distance of 923.94 feet; thence, along a tangent curve to the left, with a radius of 5,759.65 feet, through a central angle of 06°48'20", for a distance of 684.13 feet; thence, North 26°17'55" West, for a distance of 847.57 feet to the **POINT OF BEGINNING**.

Containing 3,351,121 Sq. Ft. (76.93 Acres) of land, more or less

APN 046-051-040

Parcel Three

Being a portion of the lands of Sonoma Mountain Village, LLC, a California Limited Liability Company formerly known as Sonoma Green LLC, a California Limited Liability Company, as to an undivided 66.667% interest and KDRP LLC, a California Limited Liability

EXHIBIT A TO ASSIGNMENT AGREEMENT
BROUGHT FORWARD FROM EXHIBIT B TO DEVELOPMENT AGREEMENT

Company, as to an undivided 33.333% interest as described in that Grant Deed from Agilent Technologies, filed for record March 30, 2005 under Document No. 2005-041873, Official Records of the County of Sonoma, and being more particularly described as follows:

Commencing at the northeasterly corner of Parcel 2, as shown upon "City of Rohnert Park Parcel Map No. 174 Agilent", filed November 6, 2003 in Book 656 of Maps, Pages 19 through 23, Sonoma County Records; thence from said Point of Commencement, along the easterly boundary of Parcel 1, as shown on said Parcel Map No. 174, North 00°40'04" West for a distance of 280.91 feet to the Point of Beginning of the parcel to be herein described; thence from said **POINT OF BEGINNING**, leaving said easterly boundary, South 89°19'56" West for a distance of 65.00 feet; thence North 00°40'04" West for a distance of 100.00 feet; thence North 89°19'56" East for a distance of 65.00 feet to said easterly boundary of said Parcel 1; thence along said easterly boundary, S 00°40'04" East for a distance of 100.00 feet to the Point of Beginning of the hereinabove described parcel of land.

Containing 6500 Sq. Ft. (0.15 Acres) of land, more or less

APN 046-051-042

Basis of Bearings: City of Rohnert Park Parcel Map No. 174 Agilent, filed November 6, 2003 in Book 656 of Maps, Pages 19 through 23, Sonoma County Records.

Prepared by:

BKF / Carlenzoli


 Ralph H. Thomas Dated: 8/11/10
Ralph H. Thomas, L.S. No. 4760
Lic. Exp. 9/30/11

Exhibit B

EXHIBIT B
LEGAL DESCRIPTION OF THE "TRANSFERRED PROPERTY"

EXHIBIT B

Legal Description – Transferred Property

The land referred to herein is situated in the State of California, County of Sonoma, City of Rohnert Park and described as follows:

Parcel One:

Parcels 1, as shown upon City of Rohnert Park Parcel Map No. 174 Agilent, filed November 6, 2003 in Book 656 of Maps, Pages 19 through 23, Sonoma County Records.

Excepting from Parcel 1, as shown upon City of Rohnert Park Parcel Map No. 174, Filed November 6, 2003 in Book 656 of Maps, Pages 19 through 23, Sonoma County Records, that portion conveyed to the City of Rohnert Park, a municipal corporation in Grant Deed Recorded February 10, 2005, as Instrument No. 2005 017622, Sonoma County Records.

Also excepting from Parcel 1, as shown upon City of Rohnert Park Parcel Map No. 174, Filed November 6, 2003 in Book 656 of Maps, Pages 19 through 23, Sonoma County Records, that portion conveyed to the City of Rohnert Park, a municipal corporation in Grant Deed recorded June 28, 2006, Instrument No. 2006080692, of Official Records.

Reserving therefrom, a non-exclusive easement for Private Storm Drain purposes over that portion designated as, "15' Wide Private Storm Drain Easement in Favor of Parcel 2" Said Easement to be appurtenant to and for the benefit of Parcel 2 as shown upon City of Rohnert Park Parcel Map No. 174 Agilent, filed November 6, 2003 in Book 656 of Maps, Pages 19 through 23, Sonoma County Records.

Parcel Two:

Being a portion of Parcel 1 as designated and shown on City of Rohnert Park Parcel Map No. 174, filed November 6, 2003 in Book 656 of Maps, at Pages 19 through 23, Sonoma County Records, and being more particularly described as follows:

Beginning at a point laying on the Westerly line of that certain right-of-way conveyed by Hewlett-Packard Company to the City of Rohnert Park by Grant Deed recorded June 27, 1994 in Official Records of Sonoma County under Document No. 1994-0080331, from which point the Northwest corner of said right-of-way bears North 00° 40' 04" West (North 00° 40' 33" West, record) 1,016.97 feet distant; thence along said Westerly line South 00° 40' 04" East 100.00 feet; thence leaving said Westerly line, South 89° 19' 56" West 65.00 feet; thence North 00° 40' 04" West 100.00 feet; thence North 89° 19' 56" East 65.00 feet to the point of beginning.

Bearings based on and identical to City of Rohnert Park Parcel Map No. 174, filed in Book 656 of Maps, at Pages 19 through 23, Sonoma County Records.

Parcel Three:

A non-exclusive easement for Private Electric, Water, PG&E and Telephone purposes over that portion of Parcel 2 as shown upon City of Rohnert Park Parcel Map No. 174 Agilent, filed November 6, 2003 in Book 656 of Maps, Pages 19 through 23, Sonoma County Records, designated as, "20' Wide Private Electric & Water Easement, PG&E (Gas) & Telephone in Favor of Parcel 1"

Parcel Four:

A non-exclusive easement for Private Gas and Water purposes over that portion of Parcel 2 as shown upon City of Rohnert Park Parcel Map No. 174 Agilent, filed November 6, 2003 in Book 656 of Maps, Pages 19 through 23, Sonoma County Records, designated as, "Proposed 20' Wide Private Gas and Water Easement in Favor of Parcel 1".

Parcel Five:

A non-exclusive easement for Private Electric, and Telephone purposes over that portion of Parcel 2 as shown upon City of Rohnert Park Parcel Map No. 174 Agilent, filed November 6, 2003 in Book 656 of Maps, Pages 19 through 23, Sonoma County Records, designated as, "Proposed 15' Wide Private Electric & Telephone Easement, in Favor of Parcel 1".

Parcel Six:

A non-exclusive easement for Private Electric, and Telephone Substation purposes over that portion of Parcel 2 as shown upon City of Rohnert Park Parcel Map No. 174 Agilent, filed November 6, 2003 in Book 656 of Maps, Pages 19 through 23, Sonoma County Records, designated as, "Proposed Private Electric & Telephone Substation Easement, in Favor of Parcel 1".

APN 046-051-042 & 045

EXHIBIT C
DEPICTION OF THE “EXISTING COMMERCIAL SITES”

EXHIBIT C

LEGAL DESCRIPTION – EXISTING COMMERCIAL SITES

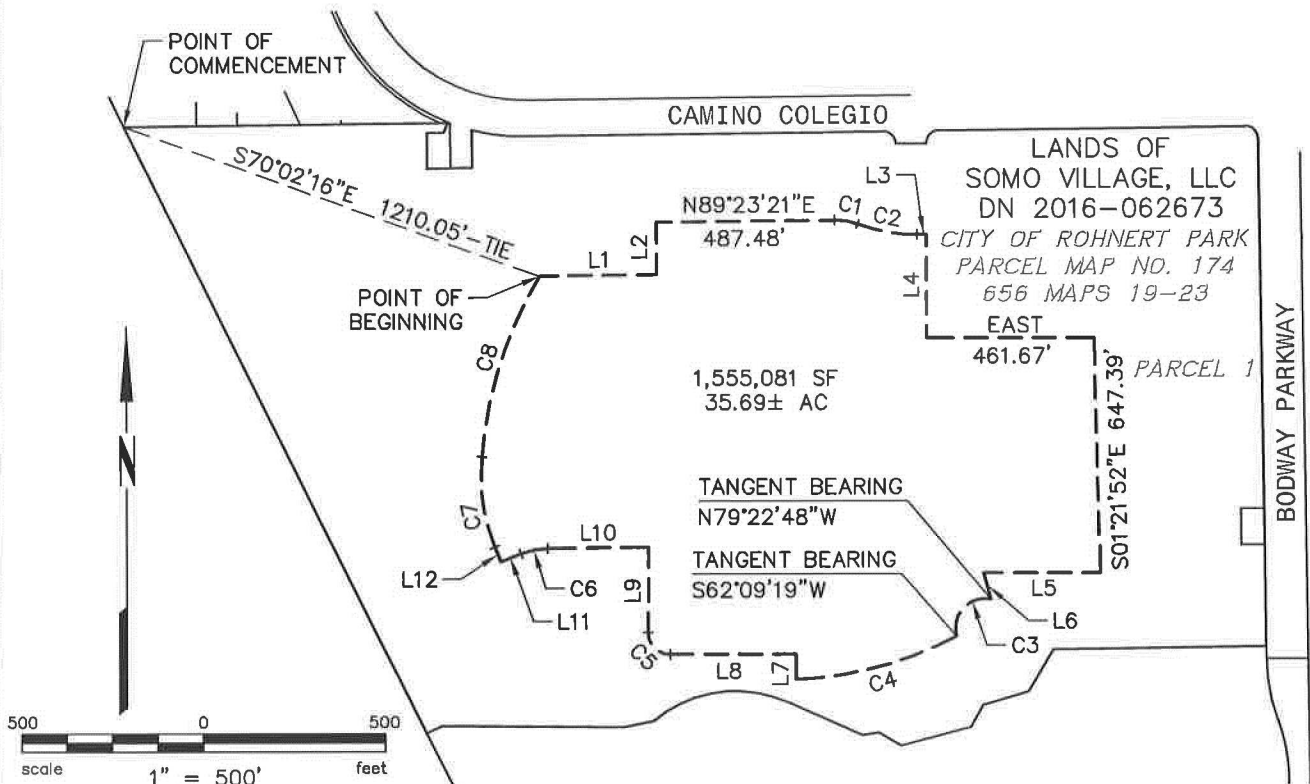
All that real property situated in the City of Rohnert Park, lying within the County of Sonoma, State of California and being a portion of the lands of SOMO Village LLC, a California limited liability company, as described in that Grant Deed filed for record July 22, 2016, under Document No. 2016-062673, Official Records of the County of Sonoma, and being more particularly described as follows:

Commencing at the northwest corner of Parcel 1, as said parcel is designated and delineated on City of Rohnert Park Parcel Map No. 174, filed for record November 6, 2003 in Book 656 of Maps, at Pages 19-23, Sonoma County Records; thence from said Point of Commencement, South 70°02'16" East, for a distance of 1,210.05 feet to the Point of Beginning of the Parcel to be herein described; thence from said **POINT OF BEGINNING**, North 89°15'41" East, for a distance of 321.17 feet; thence, North 00°24'45" East, for a distance of 143.85 feet; thence, North 89°23'21" East, for a distance of 487.48 feet; thence, along a tangent curve to the right, with a radius of 180.00 feet, through a central angle of 20°39'48", for a distance of 64.92 feet; thence, along a reverse curve to the left, with a radius of 475.00 feet, through a central angle of 20°03'09"; for a distance of 166.24 feet; thence due East, for a distance of 24.31 feet; thence, due South, for a distance of 284.55 feet; thence, due East, for a distance of 461.67 feet; thence, South 01°21'52" East, for a distance of 647.39 feet; thence, due West, for a distance of 320.65 feet; thence, South 15°23'29" East, for a distance of 75.13 feet; thence, along a non tangent curve to the left, from a tangent that bears, North 79°22'48" West, with a radius of 82.00 feet, through a central angle of 116°04'59", for a distance of 166.13 feet; thence, along a non tangent curve to the right, from a tangent that bears, South 62°09'19" West, with a radius of 1,030.00 feet, through a central angle of 25°42'29", for a distance of 462.15 feet; thence, due North, for a distance of 69.01 feet; thence, due West, for a distance of 343.40 feet; thence, along a tangent curve to the right, with a radius of 60.00 feet, through a central angle of 90°00'00", for a distance of 94.25 feet; thence, due North, for a distance of 236.01 feet; thence, South 89°23'25" West, for a distance of 273.90 feet; thence, along a tangent curve to the left, with a radius of 205.00 feet, through a central angle of 21°00'46", for a distance of 75.18 feet; thence, South 68°22'40" West, for a distance of 59.40 feet; thence, North 21°37'20" West, for a distance of 43.07 feet; thence, along a tangent curve to the right, with a radius of 550.00 feet, through a central angle of 26°28'53", for a distance of 254.20 feet; thence, along a compound curve to the right, with a radius of 1,173.00 feet, through a central angle of 25°40'33", for a distance of 525.66 feet to the Point of Beginning of the hereinabove described parcel of land.

Containing 1,555,081 square feet (35.69 acres), more or less.

Basis of Bearings: City of Rohnert Park Parcel Map No. 174, filed for record November 6, 2003 in Book 656 of Maps, at Pages 19-23, Sonoma County Records

EXHIBIT 'B'



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°15'41"E	321.17'
L2	N00°24'45"E	143.85'
L3	EAST	24.31'
L4	SOUTH	284.55'
L5	WEST	320.65'
L6	S15°23'29"E	75.13'
L7	NORTH	69.01'
L8	WEST	343.40'
L9	NORTH	236.01'
L10	S89°23'25"W	273.90'
L11	S68°22'40"W	59.40'
L12	N21°37'20"W	43.07'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	20°39'48"	180.00'	64.92'
C2	20°03'09"	475.00'	166.24'
C3	116°04'59"	82.00'	166.13'
C4	25°42'29"	1030.00'	462.15'
C5	90°00'00"	60.00'	94.25'
C6	21°00'46"	205.00'	75.18'
C7	26°28'53"	550.00'	254.20'
C8	25°40'33"	1173.00'	525.66'

PRELIMINARY

FOR STUDY PURPOSES ONLY

03/17/2017

DATE:

RALPH H. THOMAS

PLS 4760



ENGINEERS / SURVEYORS / PLANNERS

200 4TH ST, STE. 300
SANTA ROSA, CA 95401
PH: 707-583-8500
FAX: 707-583-8539

Subject SONOMA MOUNTAIN VILLAGE

Job No. 20065064

By AEG Date FEB 2017 Chkd. RHT
SHEET 1 OF 1