



Congratulations on your winning bid!

### Next Steps

1. Sign this contract package in DocuSign *within two hours*
2. Submit your Earnest Money Deposit *without delay* using the wire instructions located on the following page
3. Once the wire transfer is complete, send confirmation of your wire transfer to [CommercialContracts@Ten-X.com](mailto:CommercialContracts@Ten-X.com)

**IMPORTANT:** It is the sender's responsibility to confirm wire instructions with the Escrow Company prior to sending a wire transfer.

If you have any questions, please refer to the contact information below for the parties involved in this transaction.

### **Escrow Company:**

Fidelity National Title  
 Courtney Triola  
 1101 College Avenue Suite 100  
 Santa Rosa California 95404  
 707-541-0300  
 Courtney.Triola@fnf.com

Event Item:	2021-Nov-9	Property ID:	1000015064
Property Name:	Chanate - Sonoma County		
Property Address:	3313 Chanate Rd, Santa Rosa, CA 95404		

Buyer:	Eddie Haddad, an individual Eddie Haddad		
Address:	900 Las Vegas Blvd., #810 Las Vegas, NV 89101		
Phone:	702-491-5812	Email:	eddie@huelofts.com

Buyer's Designated Rep:	None		
Phone:		Email:	

Buyer's Counsel Firm:	Roger P. Croteau & Associates, Ltd		
Buyer's Counsel Name:	Roger Croteau		
Phone:	702-254-7775	Email:	rcroteau@croteaulaw.com

Buyer's Brokerage Firm:	ICRE Law		
Buyer's Broker of Record:	Debi Myers		
Phone:	949-636-4501	Email:	dmyers@icre.com
Buyer's Agent (Main Contact):	None		
Phone:		Email:	

Seller:	The County of Sonoma, a political subdivision of the State of California		
Seller's Main Point of Contact:	Caroline Judy		
Phone:	707-565-8058	Email:	caroline.judy@sonoma-county.org

Listing Brokerage Firm:	North Bay Property Advisors	North Bay Property Advisors	Pmd
Listing Agent (Main Contact):	William Severi	Nick Abbott	Brian Hutcherson
Phone:	707-291-2722	707-529-1722	858-546-2639
Email:	william@northbayprop.com	nabbott@northbayprop.com	brian.hutcherson@cbre.com

Please note that the [Participation Terms](#) remain in full force and effect.



**Wire Instructions:**

Poppy Bank  
438 First St.  
Santa Rosa CA 95401  
**ABA/ Routing#: 121143891**

Account title	Commercial Investment Real Estate, Inc. DBA CIRE Property Management TRUST ACCOUNT Trustee FBO Chanate Campus
Account number	0110047650
Address	PO Box 11248 Santa Rosa CA 95406
Reference information	Chanate Campus

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Elt

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**Poppy Bank**  
**Ph 707-636-9000**  
**Fax 707-636-9109**

ITEM NO. 1000015064**SUBJECT TO CONFIRMATION ADDENDUM****Seller:** The County of Sonoma, a political subdivision of the State of California**Buyer:** Eddie Haddad, an individual**Property Address:** 3313 Chanate Rd, Santa Rosa, CA 95404

This Subject To Confirmation Addendum ("**Addendum**"), dated effective as of \_\_\_\_\_, amends and supplements that certain purchase and sale agreement ("**Agreement**") between Buyer and Seller for the purchase and sale of the real property identified above. If there is a conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. Any capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

**1. SUBJECT TO CONFIRMATION.** The transaction contemplated by the Agreement is subject to, and contingent upon, Seller approving such transaction, which approval shall be granted or denied in Seller's sole and absolute discretion within fifteen (15) business days from the date of the Agreement ("**Decision Date**").

- (A) **Approval.** If Seller approves the transaction contemplated by the Agreement, Seller (or Seller's designee) shall notify Buyer in writing (by electronic mail, overnight courier or registered mail with return receipt requested) of such approval on or before the Decision Date ("**Approval Notice**"), and notwithstanding anything to the contrary in the Agreement, the Closing Date shall be December 22, 2021 (if blank, then thirty (30) calendar days after the date of the Approval Notice).
- (B) **Disapproval.** If Seller (or Seller's designee) does not send Buyer the Approval Notice on or before the Decision Date, or if Seller otherwise notifies Buyer in writing that Seller does not approve the transaction contemplated by the Agreement, then the Agreement shall be deemed terminated without further action, and Buyer and Seller shall be relieved of any further liability and/or obligation to each other under the Agreement (other than those obligations which expressly survive the termination of the Agreement). Notwithstanding anything to the contrary in the Agreement, in the event of such termination under this Section, Closing Agent is hereby instructed to return any Earnest Money Deposit to Buyer, and Seller shall be solely responsible for all cancellation fees of Closing Agent. The provisions of this Section shall survive the termination of the Agreement.

**SELLER:**

The County of Sonoma, a political subdivision of the State of California

**BUYER:**

Eddie Haddad, an individual

**Printed Name:** Caroline Judy**Title (if applicable):** Director of General Services**Printed Name:** \_\_\_\_\_**Title (if applicable):** \_\_\_\_\_**Dated:** \_\_\_\_\_

DocuSigned by:

*Eddie Haddad*

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**Printed Name:** Eddie Haddad**Title (if applicable):** \_\_\_\_\_**Printed Name:** \_\_\_\_\_**Title (if applicable):** \_\_\_\_\_**Dated:** 11/10/2021

ITEM NO. 1000015064**CLOSING COST ALLOCATION ADDENDUM****Seller:** The County of Sonoma, a political subdivision of the State of California**Buyer:** Eddie Haddad, an individual**Property Address:** 3313 Chanate Rd, Santa Rosa, CA 95404

This Closing Cost Allocation Addendum ("Addendum"), dated effective as of \_\_\_\_\_, amends and supplements that certain purchase and sale agreement ("Agreement") between Buyer and Seller for the purchase of the real property identified above. If there is a conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. Any capitalized terms not otherwise defined herein shall have the meanings as set forth in the Agreement.

**1. CLOSING COST ALLOCATION.**

Closing Costs (as applicable)	Seller Pays	Buyer Pays	50% Seller/ 50% Buyer	Not Applicable
Title Search Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owner's Title Insurance Policy (Standard Coverage)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Additional Title Coverage or Endorsements Requested by Buyer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lender's Title Insurance Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Closing Agent Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
State and/or Local Transfer Taxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Reports, Loan Fees, Loan Points, Reports and Inspections Required by Buyer's Lender, Appraisal Fees, Mortgage Notarization and Recording Fees, and All Other Costs In Connection With Buyer's Loan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seller's Loan Prepayment Fees and All Other Costs In Connection With Seller's Existing Loan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deed Notarization and Recording Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Real Estate Broker/Agent Commissions Due Listing Broker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Offered Cooperating Real Estate Broker/Agent Commissions Due Buyer's Broker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Additional Real Estate Broker/Agent Commissions Due Buyer's Broker (If Any)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Any Reports and Inspections Requested by Buyer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seller's Attorney Fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Buyer's Attorney Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All Other Closing Costs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

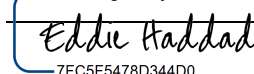
**SELLER:**

The County of Sonoma, a political subdivision of the State of California

**Printed Name:** Caroline Judy**Title (if applicable):** Director of General Services**Printed Name:** \_\_\_\_\_**Title (if applicable):** \_\_\_\_\_**Dated:** \_\_\_\_\_**BUYER:**

Eddie Haddad, an individual

DocuSigned by:



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**Printed Name:** Eddie Haddad**Title (if applicable):** \_\_\_\_\_**Printed Name:** \_\_\_\_\_**Title (if applicable):** \_\_\_\_\_**Dated:** 11/10/2021

## **Addendum**

**This Addendum is made to that certain Purchase and Sale Agreement with Joint Closing Instructions [Item No. 1000015064 (the “Purchase Agreement”) by and between County of Sonoma (“Seller” or “County”) and Eddie Haddad, an individual (“Buyer”) concerning the Property more fully described at Exhibit A to the Purchase Agreement. Notwithstanding anything to the contrary in the Purchase Agreement, the Parties agree as follows:**

### **1. General Terms**

- a. **Title Warranty:** Seller warrants that it has good and marketable title to the Property with the legal right to enter into and to consummate the transaction upon the County of Sonoma Board of Supervisors’ approval and authorizing resolution, subject to the easements, rights and interests disclosed in the title commitment No. FSNX-7052003955-A) PJ dated July 13, 2021 (“Title Report”) and any updates thereto delivered to Buyer or otherwise disclosed through delivery of due diligence materials and any and all updates thereto, or which would be disclosed through the performance of an ALTA survey of the Property.
- b. **As-Is Condition:** Buyer acknowledges that if it proceeds with the purchase, it will be acquiring the Property in an unentitled, ‘as-is with all faults’ condition and Buyer shall be responsible for any and all demolition and removal of buildings, structures, infrastructure, utilities, etc., site assessments, remediation, environmental review, CEQA compliance and receipt of all entitlements and approvals for its proposed development. **Any offer with a closing contingent on receipt of entitlements from the City of Santa Rosa or other jurisdiction shall be rejected.**
- c. **Affordable Housing Covenant:** Buyer acknowledges that at the Closing, County shall convey the entirety of the Property subject to affordable housing covenants, conditions and restrictions providing that Buyer shall develop for sale or lease no less than Fifteen Percent (15%) of any and all housing units as affordable consistent with State Surplus Land Act (“Affordable Housing Covenant”) in the form of the attached Exhibit D. The Affordable Housing Covenant shall run with the Property and be binding on Buyer and its successors and assigns for the period of time set forth therein. The Affordable Housing Covenant shall be recorded against the Property immediately following delivery and recordation of the Deed (as defined in Section 4(A)(i) of the Agreement and shall have priority over the liens of all mortgages, deeds of trust and other liens (other than the lien for current, unpaid property taxes and assessments). Buyer shall cause all such mortgagees, deed of trust beneficiaries and other lien holders to execute and deliver to Seller for recordation in the Official Records of Sonoma County a subordination agreement in a form reasonably acceptable to County Counsel and to such lien holders subordinating such mortgages, deeds of trust and other liens to the Affordable Housing Covenant.

### **2. Access to Information**

- a. **Access to Site.** Buyer acknowledges that Seller has fully cooperated to enable

representatives of Buyer to obtain the right of access to all portions of the Property. Prior to execution of this Purchase Agreement, Buyer acknowledges that it had the full and adequate opportunity at its election and expense to conduct surveys, investigations and tests to evaluate the development potential of the Property, including the investigation of the soils and environmental condition of the Property and the buildings thereon, all as deemed necessary and appropriate for Buyer's decision to purchase the Property. All costs, fees and expenses of investigating the physical and environmental condition of the Property and the buildings thereon, including a Phase 1, Phase 2, geotechnical and soils investigations, if any, shall be at Buyer's expense.

- b. **Seller's Prior Disclosure:** To the best of Seller's actual knowledge and without representation as to the completeness of Seller's analysis thereof, Seller has made available digital copies of all materials that is has determined in its own analysis and discretion may be material to the sale of the Property, receipt of which is hereby acknowledged by Buyer. Seller makes no warranty as to the completeness, accuracy, or materiality of such documents, and Buyer is relying solely on its own investigations and analysis of any documentation provided to or created by Buyer in entering into this Purchase Agreement. If the Purchase Agreement is terminated or the sale of the Property is not consummated for any reason, then at Seller's request, Buyer shall promptly provide Seller with a copy of any studies, reports, conclusions and opinions produced by Buyer, its employees and consultants regarding the Property, at no cost to Seller, which shall become the property of Seller.
- c. **Documents.** To the best of the Seller's actual knowledge (as defined herein) as of the Effective Date, Seller has furnished Buyer with copies or provided Buyer with access to any and all material existing surveys, inspection reports, environmental and/or Hazardous Materials reports, disclosures, information, photos and other data, reports and studies (collectively, "**Reports**"), pertaining to the physical, environmental and/or title condition of the Property, which are in Seller's possession or control. Further, to the best of the Seller's actual knowledge, as of the Effective Date, Seller, has furnished Buyer with copies of any and all unrecorded leases, service contracts, licenses and/or other unrecorded agreements affecting the Property, or any portion thereof ("**Unrecorded Agreements**"). Collectively, the Unrecorded Agreements and Reports are referred to herein as the "**Documents**" and are listed in the Auction page associated with the Property at <https://www.ten-x.com/listing/3313-chanate-rd-santa-rosa-ca-95404/1000015064/>. If, prior to the Closing, Seller locates or becomes aware of any other Documents relating to the Property, Seller shall immediately provide such additional Documents to Buyer. Seller shall notify Buyer in writing of any material changes to any Documents of which Seller becomes aware of before Closing. Seller makes no representation or warranty regarding the completeness or accuracy of any Documents provided to Buyer. For purposes of this Agreement "Seller's Actual Knowledge" or words to such effect shall mean the present, actual knowledge of the County Administrator (currently Sheryl Bratton), the Director, General Services Department (currently Caroline Judy), excluding constructive knowledge or duty of

inquiry, existing as of the Date of Agreement and at Closing to the extent any representation or warranty of Seller is deemed to have been remade at the time of Closing.

### **3. Other Interests:**

- a. **Leaseback of Public Health Lab Parcel:** At Closing, Seller shall retain a lease for the Public Health Lab (located on APN 180-090-001) containing 18,070 sq. ft., together with related parking and all necessary and convenient easements, for up to four (4) years after Closing at a monthly rent of \$1.00/per sq. ft./NNN, with the right to extend for two (2) additional 6- month periods. Annually on the anniversary of Closing, said rent shall increase by 3%. Seller is responsible for all real property taxes, maintenance, security, utilities, and other costs of operations for its use of said lab, parking and associated premises. The complete specific terms associated with this lease are provided in Exhibit C attached to this Purchase Agreement.
- b. **Leaseback of Morgue Parcel:** At Closing, Seller shall retain a lease for four (4) years for the County Morgue and Coroner's Office (located on APN 180-090-006) containing 6,811 sq. ft., together with related parking and all necessary and convenient easements), for up to four (4) years at \$1.00/per sq. ft./NNN, with the right to extend for two (2) additional 6-month periods. Annually on the anniversary of Closing, said rent shall increase by 3%. Seller is responsible for all real property taxes, maintenance, security, utilities, and other costs of operations for its use of said morgue, parking and associated premises. The complete specific terms associated with this lease are provided in Exhibit C attached to this Purchase Agreement.
- c. **Historic Cemetery:** Buyer acknowledges that the Property contains the "Chanate Historical Cemetery" (the "Cemetery"), a Record of Survey for which was prepared June 2004 and recorded. Buyer acknowledges the statutory requirement to protect, preserve and provide permanent public access to the Cemetery in perpetuity, and shall take title subject to any appropriate recorded covenants and restrictions related thereto. Buyer shall not disturb or move any bodies from the cemetery. Buyer shall maintain the cemetery in perpetuity and may take actions to improve or enhance the same.
- d. **Access Easements:** Seller discloses and Buyer acknowledges that the Chanate Medical Center, Office Condominium units as set forth in that certain Final Map filed with the City of Santa Rosa as No. 79-168, and recorded with the County of Sonoma Recorder on September 20, 1979 in Book of Maps 294, Pages 13-15, have access on the driveway between Public Health Lab and former Hospital pursuant to that certain deed Book 3401 Page 644 recorded May 28, 1978. Any modification or relocation of said access shall be at Buyer's expense.
- e. **Sloan House:** Buyer shall assume Seller's obligations, as landlord, between Seller and Community Action Partnership for Sloan House under the existing lease and associated agreements, which use occupies approximately one-half acre of land at 3324 Chanate Road (County Farm Drive) subject to terms and conditions of said lease. Buyer shall not amend the Sloan House lease until after closing. Buyer shall agree to provide a temporary lease to CAP Sonoma for \$1 per year NNN until entitlement of Buyer's project. Buyer shall agree to deed the Sloan House parcel to CAP Sonoma for \$1 after

entitlement of the Buyer's project and upon recordation of a map or lot line adjustment for conveyance of said parcel.

- f. **Bird Rescue Center:** Buyer shall assume Seller's obligations, as Licensor under the existing license agreement between Seller and Bird Rescue Center, which licensee occupies approximately one-half acre of land and two Quonset huts located at 3324 Chanate Road (aka County Farm Drive) subject to terms and conditions of the current proposed amendment to said license with term to expire on or about October 31, 2021. Buyer shall provide BRC with an additional extension to remain on its current premises until at least December 31, 2022.
- g. **Further Disclosures:**
  - i. Seller discloses that it caused the removal of an Underground Storage Tank (UST) at the former Sutter Hospital site which site required formal closure by NCRWQCB. A Copy of the current permits are available at the Auction website. Seller caused the removal of the UST at the former Sutter Hospital site during October, 2020; Seller's consultant took water and soil samples, and submitted a report to the NCRWQCB requesting closure of the site, which closure was granted. Seller shall have no further liability regarding said UST.
  - ii. Seismic Study. Seller has conducted a Fault Investigation and received a seismic report dated June 22, 2021 by Kleinfelder and Buyer acknowledges said disclosure and receipt of said information.
  - iii. Constraints Map. Seller has prepared a Constraints Map by BKF Engineering for the Property including ground fault locations and setbacks and Buyer acknowledges said disclosure and receipt of said information.
  - iv. Additional Required State Disclosures. Seller makes the disclosures in Exhibit E, attached hereto and incorporated herein by reference and Buyer acknowledges receipt of the same.

#### **4. Confidentiality of Information.**

- a. Any information provided by Buyer to Seller, including financial information, (whether in written, graphic, electronic or any other form) that is clearly marked as "CONFIDENTIAL/ PROPRIETARY INFORMATION" ("Confidential Information") shall be subject to the provisions of this Section 5. Subject to the terms of this Section, County shall use good faith diligent efforts to prevent disclosure of the Confidential Information to any third parties, except as may be required by the California Public Records Act (Government Code Section 6253 et seq.) or other applicable local, state or federal disclosure law (collectively, "Public Disclosure Laws"). Notwithstanding the preceding sentence, Seller may disclose Confidential Information to its officials, employees, agents, attorneys and advisors, but only to the extent necessary to carry out the purpose for which the Confidential Information was disclosed. Buyer acknowledges that Seller has not made any representations or warranties that any Confidential Information Seller receives from Buyer will be exempt from disclosure under any Public Disclosure Laws. In the event the Seller's legal counsel determines that the release of the Confidential Information is required by Public Disclosure Laws, or order of a court of competent jurisdiction, Seller shall notify Buyer of Seller's intention to release the Confidential Information. If the County Counsel, in his or her discretion, determines that only a portion of the requested



Confidential Information is exempt from disclosure under the Public Disclosure Laws, Seller may redact, delete or otherwise segregate the Confidential Information that will not be released from the non-exempt portion to be released.

- b. The restrictions set forth herein shall not apply to Confidential Information to the extent such Confidential Information: (a) is now, or hereafter becomes, through no act or failure to act on the part of Seller, generally known or available; (b) is known by the Seller at the time of receiving such information as evidenced by Seller's public records; (c) is hereafter furnished to Seller by a third party, as a matter of right and without restriction on disclosure; (d) is independently developed by Seller without any breach of this Agreement and without any use of or access to Buyer's Confidential Information as evidenced by Seller's records; (e) is not clearly marked "CONFIDENTIAL/PROPRIETARY INFORMATION" as provided above (except where Buyer notifies Seller in writing, prior to any disclosure of the Confidential Information, that omission of the "CONFIDENTIAL/PROPRIETARY INFORMATION" mark was inadvertent), or (f) is the subject of a written permission to disclose provided by Buyer to Seller.
- c. **Buyer's Duty to Defend.** If any litigation is filed seeking to make public any Confidential Information, Seller and Buyer shall cooperate in defending the litigation, and Buyer shall pay Seller's reasonable costs of defending such litigation and shall indemnify Seller against all costs and attorneys' fees awarded to the plaintiff in any such litigation. Alternatively, Buyer may elect to disclose the Confidential Information rather than defend the litigation. Buyer's indemnity obligations under this Section 5 shall survive the expiration or termination of this Agreement.

- 5. **Covenants Regarding Operation Management and Maintenance- Prior to Closing.** From the date this Agreement is fully executed until the closing or earlier termination of this Agreement, Seller shall operate, manage and maintain the Property in a manner generally consistent with the manner in which Seller has operated, managed and maintained the Property prior to the date hereof. Notwithstanding the foregoing, from and after the date of this Agreement is fully executed, excepting the continued use of all or a portion of the Property for Seller sponsored events or activities (which use shall require the prior written consent of Buyer not to be unreasonably withheld, conditioned or delayed), Seller shall not: (a) cause nor voluntarily permit, any new lien, encumbrance or any other matter to cause the condition of title to be changed, without Buyer's prior written consent in Buyer's sole discretion, other than liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, municipal or County project or special district; (b) enter into any agreements with any governmental agency, utility company or any person or entity regarding the Property, which would remain in effect after the Closing (other than to implement any matter described in (a) above), without obtaining Buyer's prior written consent in Buyer's sole discretion; or (c) amend any existing licenses, agreements or leases, or enter into any new licenses, agreements or leases, that would give any person or entity any right of possession to any portion of the Property or which would remain in effect after the closing.

- 6. **Waivers and Releases.** Except as to Seller's representations and warranties set forth in Section

10 of the Purchase Agreement and Section 11 of this Addendum and in the documents to be executed by Seller in connection with the Closing, if any, Buyer hereby waives, releases and discharges forever the Seller and Seller's officers, employees, contractors and agents from all present and future claims arising out of or in any way connected with any site conditions on the Property, whether discovered before or after the closing, and whether existing or created on the Property before or after the Closing, except for extension of existing interests disclosed to Buyer hereunder provided said extension shall not continue after closing hereunder without Buyer's consent.

Buyer acknowledges that it is aware of and familiar with the provisions of California Civil Code Section 1542, which provides as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN. BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

**As related to this Section, Buyer hereby waives and relinquishes all rights and benefits which it may have under California Civil Code Section 1542.**

INITIALS: EH

7. **Contact Persons.** All communication from Buyer to Seller pursuant to this Purchase Agreement shall be directed to the Real Estate Manager and General Services Director, and their respective designees, as communicated by Seller to Buyer.
8. **Addendum Prevailing Terms.** In the event of any inconsistency between the terms of this Addendum and the Purchase Agreement to which this Addendum is attached, the terms and conditions of this Addendum shall prevail and control.
9. **Notices**
  - a. All notices and other communications shall be in writing, personally delivered or mailed to the parties at the following addresses:

**Buyer:**

Eddie Haddad, an individual

900 Las Vegas Blvd., #810

Las Vegas NV 89101

With a copy to:

**Seller:**

County of Sonoma

Facilities Development & Management

Attn: Real Estate Manager

2300 County Center Drive, A200

Santa Rosa, CA 95403

Ph: 707 565 2348

With a copy to:

County of Sonoma

General Services Department

Attn: Caroline Judy, General Services Director

2300 County Center Drive, A200

Santa Rosa, CA 95403

Ph: 707.565.8058

**10. Hazardous Materials:** Seller makes no representations or warranties about the condition of the Property with respect to condition of the buildings, presence of hazardous materials, condition of the soils or suitability for any purpose. Buyer shall be responsible for all investigations necessary to determine whether the Property is appropriate for Buyer's use. Upon its acquisition of the Property, Buyer shall be responsible for all alterations, improvements, modifications and remediation necessary to comply with any and all laws and regulations, including without limitation, those related to remediation or abatement of Hazardous Materials including asbestos-containing building materials, and pursuant to applicable seismic, safety and other codes.

Buyer shall defend, indemnify, and hold Seller harmless from and against any claims, liabilities or damages arising from the existence or alleged presence of any Hazardous Materials in, on, under or about the Property, released after the Closing, and for any release caused by Buyer or its agents during the Right of Entry term, and/or the Due Diligence Period, except for Hazardous Materials brought onto the Property by Seller or its employees, contractors prior to the Closing.

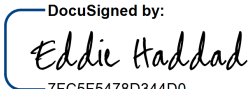
Buyer expressly acknowledges that many of the Buildings and structures on the Property were constructed in or before 1976, and may contain Hazardous Materials including asbestos-containing building materials. After and subject to the Closing, any and all Hazardous Materials required to be remediated shall be performed and paid for at Buyer's sole cost and expense, and shall be performed in compliance with all laws and best practices with respect to the existence or suspected existence of Hazardous Materials.

## 12. Miscellaneous

- a. **Proposed Assignment or Transfer:** During the term of this Agreement, Buyer shall not assign or transfer its interests in the Property, whether voluntary or involuntary, without first seeking Seller's written consent, which consent shall be subject to Seller's sole discretion. Failure to first obtain such consent shall be deemed a default and such assignment or transfer shall be deemed void. Seller acknowledges that Buyer may immediately convey the Property after recordation of the Affordable Housing Covenant and after closing under the Sales Agreement and that Seller does not object to such back to back escrow transactions.

### IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS ADDENDUM AS OF THE DATE(S) SET FORTH BELOW

**BUYER:** Eddie Haddad, an individual

By:   
Name Printed: Eddie Haddad

Title:

Date: 11/10/2021

Phone: 702-491-5812

Email: eddie@huelofts.com

**Seller:** The County of Sonoma, a political subdivision of the State of California

By:

Name Printed: Caroline Judy

Title: Director of General Services

Date:

Phone: 707-565-8058

Email: caroline.judy@sonoma-county.org

## **Addendum Regarding Earnest Money Deposit**

This Addendum Regarding Earnest Money Deposit is made to that certain Purchase and Sale Agreement with Joint Closing Instructions [Item No. 1000015064] (the "Purchase Agreement") by and between County of Sonoma ("Seller" or "County") and Eddie Haddad, an individual ("Buyer") concerning the Property more fully described at Exhibit A to the Purchase Agreement. Notwithstanding anything to the contrary in the Purchase Agreement, the Parties agree as follows:

### **1. EARNEST MONEY DEPOSIT**

- a. Section 2 "*Earnest Money Deposit*" is hereby deleted and replaced with the following:

"Buyer shall deposit on or before 5:00 p.m. PST on November 10, 2021, if Buyer is determined by County's General Services Director, or her delegee, to be the highest bidder and so informed by the County at conclusion of the auction of the Property, the Earnest Money Deposit ("EMD") in immediately available funds with the Listing Broker. Immediately thereupon, the Listing Broker shall deposit the EMD into a noninterest bearing account established for this transaction and held in trust by Listing Broker on Buyer's behalf, until the earlier of Seller's counter-execution of the Purchase Agreement, at which time Listing Broker shall forward the EMD to the Closing Agent together with the fully executed Purchase Agreement into the Escrow established for this transaction, or 5:00 p.m. PST on November 17, 2021. Listing Broker shall provide Buyer with confirmation of the deposit into the trust account and account number and bank location and bank contact information. If Seller does not countersign the Purchase Agreement on or before 5:00 pm PST on November 17, 2021, Listing Broker shall immediately return the EMD in its entirety to Buyer. The EMD is nonrefundable except as set forth in this Agreement and may be applied towards the amount payable by Buyer under this Agreement. The escrow for the purchase of the Property ("Escrow") shall be opened upon Closing Agent's receipt of the EMD from Listing Agent and a fully executed copy of the Purchase Agreement."

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS ADDENDUM AS OF THE DATE(S) SET FORTH BELOW**

**BUYER:** Eddie Haddad, an individual

**DocuSigned by:**

Eddie Haddad

**By:** 7FC5F5478D344D0...

**Name Printed:** Eddie Haddad

**Title:** \_\_\_\_\_

**Date:** 11/10/2021

**Phone:** 702-491-5812

**Email:** eddie@huelofts.com

**Seller:** The County of Sonoma, a political subdivision of the State of California

By: \_\_\_\_\_

Name Printed: Caroline Judy

Title: Director of General Services

Date: \_\_\_\_\_

Phone: 707-565-8058

Email: caroline.judy@sonoma-county.org

ITEM NO. 1000015064**PURCHASE AND SALE AGREEMENT WITH JOINT CLOSING INSTRUCTIONS**

Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, in accordance with the terms of this Purchase and Sale Agreement with Joint Closing Instructions ("Agreement"). This Agreement is effective as of the date Seller signs this Agreement ("Effective Date").

**1. KEY TERMS.**

- (A) **Seller:** The County of Sonoma, a political subdivision of the State of California  
**phone number:** 707-565-8058 **email address:** caroline.judy@sonoma-county.org  
**mailing address:** 2300 County Center Drive, Suite A220, Santa Rosa, CA 95403
- (B) **Buyer:** Eddie Haddad, an individual  
**phone number:** 702-491-5812 **email address:** eddie@huelofts.com  
**mailing address:** 900 Las Vegas Blvd., #810 Las Vegas, NV 89101
- (C) **Purchase Price:** \$15,313,375.00 (which equals Buyer's offer price of \$15,050,000.00 plus a Ten-X Transaction Fee of \$263,375.00).
- (D) **Earnest Money Deposit:** \$1,000,000.00 (if blank, then 10% of the Purchase Price, but no less than \$50,000 or more than \$1,000,000).
- (E) **Property: Address:** 3313 Chanate Rd, Santa Rosa, CA 95404 as legally described on Exhibit A, including all permanent improvements thereon (but excluding any personal property unless specifically identified by addendum or amendment to this Agreement).
- (F) **Closing Date:** December 22, 2021 (if blank, then (i) 30 calendar days after the Effective Date). If the Closing Date falls on a weekend or a state or federally recognized holiday, the Closing Date shall be the next business day.
- (G) **Closing Agent:** Fidelity National Title **contact:** Courtney Triola  
**address:** 1101 College Avenue Suite 100 Santa Rosa California 95404 **phone number:** 707-541-0300  
**email address:** Courtney.Triola@fnf.com.
- (H) **Title Insurance Company:** Fidelity National Title.
- (I) **Closing Cost Allocations:** As described in the Section below entitled "Closing Cost Allocations".

**2. EARNEST MONEY DEPOSIT.** Buyer must deposit the Earnest Money Deposit with Closing Agent on or before 5:00 PM in the time zone where the Property is located on the first business day after Seller countersigns this Agreement. The Earnest Money Deposit is non-refundable except as set forth in this Agreement, and may be applied towards the amounts payable by Buyer under this Agreement. The escrow ("Escrow") for the purchase of the Property shall be opened upon Closing Agent's receipt of the Earnest Money Deposit and a fully-signed copy of this Agreement.

**3. CLOSING.** The transactions contemplated by this Agreement shall be consummated ("Close" or "Closing") on or before the Closing Date.

**4. CLOSING DELIVERIES.**

- (A) **Seller's Deliveries.** On or before the Closing Date, Seller shall deliver the following to Closing Agent ("Seller's Deliveries"):
- (i) The transfer deed warranting against title defects arising by, through or under Seller (in the form customarily used for similar transactions in the state where the Property is located) ("Deed") signed by Seller and acknowledged in accordance with the laws of the state in which the Property is located.
  - (ii) A Non-Foreign Transferor Declaration signed by Seller, or evidence reasonably acceptable to Closing Agent and Buyer that Seller is exempt from the withholding requirements of the Foreign Investment in Real Property Tax Act (FIRPTA), Internal Revenue Code Section 1445.
  - (iii) A counterpart of the "Settlement Statement" (defined below) signed by Seller.
  - (iv) A counterpart of the assignment and assumption of leases and contracts substantially in the form attached as Exhibit B ("Assignment of Leases and Contracts") signed by Seller.
  - (v) Any and all other instruments reasonably required by Closing Agent or otherwise necessary to Close the transactions contemplated by this Agreement.

(B) **Buyer's Deliveries.** On or before the Closing Date, Buyer shall deliver the following to Closing Agent ("**Buyer's Deliveries**"):

- (i) An amount in immediately available "good funds" equal to the Purchase Price (less the Earnest Money Deposit already deposited with Closing Agent), plus Buyer's share of closing costs, prorations and expenses as set forth in this Agreement.
- (ii) A counterpart of the Settlement Statement signed by Buyer.
- (iii) A counterpart of the Assignment of Leases and Contracts signed by Buyer.
- (iv) Any and all other instruments reasonably required by Closing Agent or otherwise necessary to Close the transactions contemplated by this Agreement.

**5. CONDITIONS PRECEDENT TO CLOSING.**

(A) **Seller's Conditions.** Seller's obligation to Close is conditioned upon the following:

- (i) All representations and warranties of Buyer in this Agreement shall have been true in all material respects as of the Effective Date.
- (ii) Buyer shall have performed in all material respects all covenants and obligations required to be performed by Buyer on or before the Closing Date.

(B) **Buyer's Conditions.** Buyer's obligation to Close is conditioned upon the following:

- (i) All representations and warranties of Seller in this Agreement shall have been true in all material respects as of the Effective Date.
- (ii) Seller shall have performed in all material respects all covenants and obligations required to be performed by Seller on or before the Closing Date.
- (iii) Title Insurance Company is irrevocably committed to issue to Buyer an owner's title insurance policy covering the Property with standard coverage customary in the state where the Property is located, showing liability in the amount of the Purchase Price and showing insurable title to the Property vested in Buyer, subject only to the following: (a) Title Insurance Company's standard exceptions; (b) liens for all current general and special real property taxes and assessments not yet due and payable; (c) liens of supplemental taxes, if any assessed; (d) any facts not shown by public records that an accurate survey and/or a personal inspection of the Property would have disclosed; (e) the mortgage/deed of trust/deed to secure debt lien in connection with any Buyer financing; (f) any laws, regulations, or ordinances regarding the use, occupancy, subdivision, or improvement of the Property, or the effect of any non-compliance with or any violation thereof; (g) rights of existing tenants and/or occupants of the Property, if any; (h) covenants, restrictions, easements, and other matters that do not materially impair the value or use of the Property; (i) non-monetary encumbrances disclosed to Buyer in writing prior to entering into this Agreement; and (j) any other matter for which Title Insurance Company agrees to provide insurance at no additional cost to Buyer.

(C) **Duty to Cooperate in Good Faith to Resolve.** Despite anything to the contrary in this Section, if either party learns that a closing condition is unlikely to be satisfied, such party shall promptly notify the other party, and both parties shall cooperate in good faith to fairly and promptly resolve the matter, and the party whose closing condition was not satisfied shall not be relieved of its obligation to Close unless (i) the other party fails to cooperate in good faith, (ii) fair and prompt resolution is not reached after the parties have cooperated in good faith, or (iii) fair and prompt resolution of the matter on or before the Closing Date would be impracticable.

(D) **Waiver of Conditions.** Either party may waive its respective closing conditions in its sole discretion. By proceeding to Closing, each party waives its respective closing conditions and irrevocably releases the other party from any liability arising from any facts known by such waiving party that would otherwise have resulted in a failure of a closing condition.

**6. CLOSING INSTRUCTIONS TO CLOSING AGENT.** At Closing, Closing Agent is irrevocably instructed to do the following:

- (A) Record the Deed.
- (B) Pay all fees, costs, deed and transfer taxes for the sale of the Property which are required to be paid by Seller and Buyer under this Agreement, the portion of any fees charged by Closing Agent which are payable by Seller and Buyer (if any) and other expenses relating to the sale of the Property which are required to be paid by Seller and Buyer.
- (C) Pay to Seller the balance of the Purchase Price and any other funds remaining after Closing.



Seller and Buyer acknowledge that Closing Agent shall have no liability in connection with its activity as Closing Agent except to the extent of Closing Agent's gross negligence, willful misconduct, or willful disregard of the terms of this Agreement.

## 7. COSTS AND PRORATIONS.

- (A) **Pre-Closing Costs.** Buyer and Seller acknowledge that Closing Agent may incur certain costs while processing this transaction which must be paid prior to Closing. Closing Agent is authorized and instructed to release funds for payment of such costs prior to Closing from funds deposited into Escrow by Buyer. Such funds are not refundable and Closing Agent is released from any liability for payment of any such funds pre-released through the Escrow. Closing Agent is authorized to charge the appropriate party for costs incurred, or credit the appropriate party for credits, as applicable at Closing or upon termination of this Agreement.
- (B) **Prorations.** The following shall be prorated as of the date of Closing, in each case based on the number of calendar days in the applicable period and in accordance with local customs: (i) all real property taxes, assessments, utilities and other operating expenses customarily apportioned in similar situations ("Property Expenses"), and (ii) all rents and other income actually received and customarily apportioned in similar situations ("Property Income"). Despite anything to the contrary in this Agreement, insurance premiums will not be prorated, and Seller may cancel any existing insurance on the Property after Closing. If either party receives Property Income or a refund of Property Expenses attributable, in whole or in part, to the other party's period of ownership, the party that received such Property Income or refund shall immediately submit to the other party the portion attributable to such other party's period of ownership. Except as set forth in this Agreement, Seller shall not be responsible for any Property Expenses accruing after Closing. This paragraph shall survive Closing indefinitely.
- (C) **Closing Costs.** Seller and Buyer shall pay closing costs as described in the Closing Cost Allocations (and Closing Agent is authorized to (i) pay Seller's costs from Seller's proceeds, and (ii) pay Buyer's costs from funds deposited into Escrow by Buyer).
- (D) **Settlement Statement.** On or before the third business day prior to Closing, Closing Agent shall prepare and deliver to Seller and Buyer a settlement statement setting forth the prorations and cost allocations set forth in this Agreement ("Settlement Statement").

## 8. TERMINATION AND CANCELLATION OF ESCROW.

- (A) **Termination Resulting from Breach.** If Closing does not or cannot occur on or before the Closing Date due to a breach of this Agreement by Buyer or Seller, then the non-breaching party may terminate this Agreement and cancel the Escrow by written notice to the breaching party and Closing Agent. If Buyer fails to timely deposit the Earnest Money Deposit, then Seller may immediately terminate this Agreement by written notice to Buyer. Upon any such termination and/or cancellation, the breaching party shall pay any cancellation fees of Closing Agent and Title Insurance Company. If Seller is the breaching party, Closing Agent shall return the Earnest Money Deposit to Buyer, and Buyer shall be entitled to pursue remedies at law or in equity. If Buyer is the breaching party, then the following shall apply:

**BUYER AND SELLER AGREE THAT IT WOULD BE EXTREMELY DIFFICULT TO DETERMINE SELLER'S ACTUAL DAMAGES RESULTING FROM A BREACH BY BUYER. IN THE EVENT OF A BREACH BY BUYER, SELLER SHALL BE ENTITLED TO AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY. BUYER AGREES THAT SUCH AMOUNT IS A REASONABLE PRE-ESTIMATE OF SELLER'S ACTUAL DAMAGES FOR BREACH OF THIS AGREEMENT AND IS NOT A PENALTY. IF CLOSING AGENT IS IN POSSESSION OF THE EARNEST MONEY DEPOSIT, THEN CLOSING AGENT SHALL DELIVER THE EARNEST MONEY DEPOSIT TO SELLER. DESPITE THE FOREGOING, IF APPLICABLE LAW LIMITS THE AMOUNT OF THE LIQUIDATED DAMAGES PAYABLE TO SELLER UPON A BREACH BY BUYER, SELLER SHALL ONLY BE ENTITLED TO THE AMOUNT PERMITTED BY LAW, AND ANY EXCESS SHALL BE PROMPTLY RETURNED TO BUYER.**

SELLER'S INITIALS \_\_\_\_\_/\_\_\_\_\_

BUYER'S INITIALS \_\_\_\_\_/\_\_\_\_\_ *eth*

- (B) **Costs Upon Termination and Cancellation of Escrow.** Except as otherwise set forth in this Section, upon termination of this Agreement and cancellation of Escrow pursuant to this Section, Seller and Buyer shall be jointly responsible for any cancellation fees of Closing Agent and Title Insurance Company, and all other costs incurred in connection with the transactions contemplated by this Agreement (including, without limitation, payments for loan applications, inspections, appraisals, and other reports) shall be the sole responsibility of the party incurring such costs.
- (C) **Closing Agent Authorization.** If Closing Agent receives a written notice from a party to cancel the Escrow in accordance with this Section 8, and Closing Agent can confirm that the other party also received the notice, Closing Agent is authorized to comply with the notice if Closing Agent does not receive a written objection within 10 calendar days after such other party received the notice.

## 9. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Seller as follows:

- (A) **Authority.** Buyer has the necessary authority to enter into and perform its obligations under this Agreement. If Buyer is an entity, the natural person signing this Agreement on behalf of Buyer represents and warrants that (i) Buyer is duly formed and in good standing and (ii) the natural person signing on behalf of Buyer has the necessary authority to bind Buyer to this Agreement.
- (B) **Property Condition and Attributes.** Prior to entering into this Agreement, Buyer had the opportunity to conduct Buyer's own due diligence and investigations. Except as expressly set forth in this Agreement, Buyer's obligations under this Agreement are not contingent on any further due diligence and/or investigation. Buyer acknowledges that the square footage of the Property (including the square footage of the lot and any improvements thereon) is deemed approximate and not guaranteed. Buyer acknowledges that except as otherwise expressly set forth in this Agreement or in written disclosures to Buyer signed by Seller, (i) Seller does not make, and expressly disclaims, any representation or warranty, express or implied, regarding the Property, and (ii) Buyer acknowledges and agrees that Seller is selling the Property "As Is, Where Is, With All Faults and Limitations" and Seller shall have no liability for or any obligation to make any repairs or improvements of any kind to the Property.
- (C) **Disclosures.** Prior to entering into this Agreement, Buyer has received (or, to the extent not received, Buyer irrevocably waives) all disclosure documents required to be provided by or on behalf of Seller or Seller's representatives. Reports furnished by or on behalf of Seller shall be for informational purposes only and are not made part of this Agreement unless required under applicable law.
- (D) **Sophisticated Buyer.** Buyer (i) is a sophisticated purchaser, (ii) is capable of evaluating the merits and risks of purchasing the Property, (iii) understands and is able to bear the economic risks of purchasing the Property, including, without limitation, a total loss of investment and/or the risk that Buyer may be required to hold the Property indefinitely.

**10. SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Buyer as follows:

- (A) **Authority.** Seller has the necessary authority to enter into and perform its obligations under this Agreement. If Seller is an entity, the natural person signing this Agreement on behalf of Seller represents and warrants that (i) Seller is duly formed and in good standing and (ii) the natural person signing on behalf of Seller has the necessary authority to bind Seller to this Agreement.
- (B) **Property Condition and Attributes.** Except as would not be reasonably expected to have a material adverse effect on the value or ongoing business or operation of the Property, the written information regarding the Property provided to Buyer by or on behalf of Seller, taken as a whole (i.e. including any updates or revisions provided, or any disclaimers in any information provided), fairly represents the Property. This paragraph shall not survive Closing.
- (C) **No Violations.** Except as disclosed in writing to Buyer prior to signing this Agreement, Seller's execution and performance of this Agreement will not result in any breach of, conflict with, or result in the creation of any encumbrance upon the Property pursuant to any indenture, mortgage, deed of trust, note, evidence of indebtedness, right of first refusal, right of first offer, or any other agreement or instrument by which Seller is bound with respect to the Property.
- (D) **Leases.** Except for the leases (including any amendments) listed in Exhibit C ("Leases"), Seller knows of no other agreement with respect to the occupancy of the Property that will be binding on Buyer after Closing, and to Seller's knowledge, the information on Exhibit C and copies of any Leases delivered by Seller to Buyer are true, correct and complete in all material respects. Except as disclosed in writing to Buyer prior to signing this Agreement and except as would not be reasonably expected to have a material adverse effect on the ongoing business or operation of the Property, to Seller's actual knowledge, (i) each of the Leases is in full force and effect; (ii) there are no uncured material defaults under any of the Leases or circumstances which with the giving of notice, the passage of time or both would constitute a material default under any of the Leases; (iii) there are no unsatisfied concessions, abatements, offsets, defenses or other basis for relief or adjustment under any of the Leases; (iv) there is no outstanding obligation to provide any tenant with an allowance to perform any tenant improvements; (v) no tenant has requested in writing a modification of its Lease or a release of any material obligation under its Lease, or has given written notice terminating its Lease, or has been released of any material obligation under its Lease prior to the normal expiration of the term of the Lease; (vi) no tenant is the subject of a bankruptcy or insolvency proceeding; (vii) no guarantor has been released or discharged from any obligation in connection with any Lease; and (viii) all brokerage commissions currently due and payable with respect to the Leases have been paid.
- (E) **No Litigation.** Except as disclosed in writing to Buyer prior to signing this Agreement, there is no pending litigation affecting the Property or that would affect Seller's ability to perform its obligations under this Agreement.
- (F) **No Mechanics' Liens.** Except as disclosed in writing to Buyer prior to signing this Agreement, there are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

**11. SELLER'S COVENANTS.**

- (A) Possession. At Closing, Seller shall relinquish possession of the Property to Buyer (subject to the Leases) and promptly provide Buyer with all keys, codes and other means of Property access in Seller's possession.
- (B) Utilities. Seller shall reasonably cooperate with Buyer prior to Closing to allow Buyer to obtain responsibility for and maintain access to applicable utilities following Closing.
- (C) Operation and Maintenance of Property. Prior to Closing, Seller shall maintain, and to the extent within Seller's reasonable control, operate, the Property consistent with past practice.
- (D) Leases and Contracts. Prior to Closing, Seller shall not enter into, terminate or amend any Lease or other material agreement with respect to the Property which would encumber or be binding upon the Property from and after Closing, without Buyer's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed.
- (E) No Violations. Prior to Closing, Seller shall comply in all material respects with the terms of the Leases and any other material document or agreement affecting the Property consistent with past practice.
- (F) Notice of Material Changes or Untrue Representations. Prior to Closing, Seller shall promptly notify Buyer if Seller learns of any material change in any condition of the Property or any event or circumstance which makes any representation or warranty of Seller under this Agreement untrue or misleading.

**12. DISPUTE RESOLUTION. AT THE REQUEST OF EITHER PARTY TO THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE FIRST SUBMITTED TO MEDIATION BEFORE A PARTY INITIATES ARBITRATION OR COURT ACTION. MEDIATION FEES SHALL BE DIVIDED EQUALLY AND EACH PARTY SHALL BEAR HIS/HER/ITS OWN ATTORNEYS' FEES AND COSTS.**

**BUYER AND SELLER HAVE READ AND UNDERSTAND THE ABOVE PARAGRAPH AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT TO MEDIATION PRIOR TO COMMENCEMENT OF ARBITRATION OR COURT ACTION.**

**SELLER'S INITIALS** \_\_\_\_\_

**BUYER'S INITIALS** \_\_\_\_\_ *EH*

**13. MISCELLANEOUS.**

- (A) Survival of Representations and Warranties. Except as otherwise set forth in this Agreement, (i) all representations and warranties of Seller and Buyer in this Agreement shall survive Closing for a period of one year, and (ii) no claim for breach of any representation or warranty in this Agreement may be made more than one year after Closing.
- (B) No Assignment or Recording. Buyer may not assign or record all or any part of this Agreement without the express prior written consent of Seller. Despite the foregoing, Buyer may assign this Agreement to any entity wholly owned, directly or indirectly, by Buyer; provided, however, that, in such event, the undersigned Buyer shall remain liable for the obligations of Buyer under this Agreement.
- (C) Casualty and Condemnation. If any material portion of the Property is damaged or taken by eminent domain (or is the subject of a pending taking) prior to Closing, Seller shall notify Buyer promptly after Seller obtains knowledge thereof. Within 10 business days after Buyer receives such written notice (if necessary, the Closing Date shall be extended until one business day after the expiration of such period), Buyer may, at its option, either (i) terminate this Agreement, or (ii) proceed to Closing in accordance with this Agreement. Buyer shall be deemed to have waived its right to terminate this Agreement if Buyer does not notify Seller in writing of its election to terminate this Agreement within such period. Buyer shall not be entitled to any insurance proceeds or obtain any rights with respect to any claims Seller may have with regard to insurance maintained by Seller with respect to the Property. In the event of a taking by eminent domain, Seller shall assign to Buyer at Closing all of Seller's right, title and interest in and to all awards, if any, for such taking.
- (D) Common Interest Development. If the Property is in a common interest development, unless otherwise required by law, Buyer acknowledges that Buyer was provided for review (or, to the extent not provided, Buyer waives any right to review) the declaration of covenants, conditions, restrictions and/or bylaws and other documentation regarding such common interest development and Buyer acknowledges that Buyer has reviewed such documentation to the fullest extent Buyer deems necessary and, by signing this Agreement, Buyer accepts the declaration of covenants, conditions, restrictions and/or bylaws of the common interest community.
- (E) Local Requirements. Some counties, cities, municipalities and other state subdivisions may require a certificate of occupancy, certificate of use or code compliance certificate and/or inspection ("Local Requirement") may be required in order to transfer and/or occupy the Property. If a Local Requirement is required for the Property to be transferred to or occupied by Buyer, Buyer waives such Local Requirements to the extent waivable. To the extent any such Local Requirement is not waivable by Buyer, Buyer shall comply with the Local Requirement at Buyer's sole cost, including, without limitation, the correction of any violations or performance of other work which may be required in connection therewith. Seller makes no representation as to whether a Local Requirement applies. Buyer shall indemnify, defend

and hold Seller harmless from and against all fines, penalties, costs, expenses, claims and liabilities arising out of or relating to any Local Requirements. This paragraph shall survive Closing indefinitely.

- (F) **Counterparts, Electronic Signatures, and Complete Agreement.** This Agreement and any addenda or other document necessary for Closing of the transactions contemplated by this Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Facsimile and electronic signatures shall have the same legal effect as original signatures. This Agreement and any addenda or other document necessary for Closing of the transactions contemplated by this Agreement may be accepted, signed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (E-Sign Act), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act (UETA) and any applicable state law. This Agreement constitutes the entire agreement of Buyer and Seller with respect to the subject matter of this Agreement and supersedes any other instruments purporting to be an agreement of Buyer and Seller relating to that subject matter. No modification of this Agreement will be effective unless it is in writing and signed by both parties.
- (G) **Severability.** If any portion of this Agreement is judicially determined to be invalid or unenforceable, that portion shall be deemed severable from this Agreement and the remainder of this Agreement shall remain in full force and effect and be construed to fulfill the intention of the parties.
- (H) **Time is of the Essence.** Time is of the essence for the performance of each and every covenant under this Agreement and the satisfaction of each and every condition under this Agreement.
- (I) **Governing Law and Venue.** This Agreement shall be interpreted, construed, applied and enforced in accordance with the laws of the state in which the Property is located. The state and federal courts located in the county in which the Property is located shall be proper forums for any legal controversy between the parties arising in connection with this Agreement, which courts shall be the exclusive forums for all such suits, actions or proceedings.
- (J) **Attorneys' Fees.** In any action, proceeding or arbitration arising out of this Agreement, the prevailing party (defined as the party who prevails as to a substantial part of the litigation or claim) shall be entitled to reasonable attorneys' fees and costs.
- (K) **Further Assurances.** The parties agree to execute such other documents, and to take such other actions as may reasonably be necessary, to further the purposes of this Agreement.
- (L) **Notices.** All notices and other communications contemplated under this Agreement shall be in writing and shall be deemed given and received upon receipt if: (i) delivered personally; or (ii) mailed by registered or certified mail return receipt requested, postage prepaid; (iii) sent by a nationally recognized overnight courier; and/or (iv) sent by email. Notice to Buyer and Seller shall be given as set forth on the first page of this Agreement or to such other address or addresses as may from time to time be designated by either party by written notice to the other.
- (M) **Prohibited Persons and Transactions.** Each party represents and warrants to the other that neither it, nor any of its affiliates, nor any of their members, directors or other equity owners (excluding holders of publicly traded shares), and none of their principal officers and employees: (i) is listed as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control ("OFAC"); (ii) is a person or entity with whom U.S. persons or entities are restricted from doing business under OFAC regulations or any other statute or executive order (including the September 24, 2001 "Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"); and (iii) is engaged in prohibited dealings or transactions with any such persons or entities.
- (N) **Brokers.** In connection with the transactions contemplated by this Agreement, Seller is represented by Listing Broker identified on the signature page hereto, Buyer is represented by Buyer's Broker identified on the signature page hereto, Ten-X is acting as the marketing firm and marketplace provider, and Seller and Buyer each represents and warrants that it has not dealt with any other broker, finder or other agent who would be entitled to any fee from Seller or Buyer. Seller and Buyer shall each indemnify and hold harmless the other from and against any claims, losses, costs, damages, liabilities or expenses, including reasonable attorneys' fees, arising in connection with any breach by the indemnifying party of the representations and warranties in this paragraph. This paragraph shall survive Closing indefinitely.
- (O) **Form of Agreement.** Buyer and Seller acknowledge that no representation, recommendation or warranty is made by Ten-X or any broker relating to the legal sufficiency or tax consequences of this Agreement or any attachments hereto, and Buyer and Seller each represent and warrant that it has consulted with, had the opportunity to consult with or waived the right to consult with counsel in connection with this Agreement.

**14. CLOSING COST ALLOCATIONS.**

Closing Costs (as applicable)	Seller Pays	Buyer Pays	50% Seller/ 50% Buyer
Title Search Fee	<input checked="" type="checkbox"/>		
Owner's Title Insurance Policy (Standard Coverage)	<input checked="" type="checkbox"/>		
Additional Title Coverage or Endorsements Requested by Buyer		<input checked="" type="checkbox"/>	
Lender's Title Insurance Policy		<input checked="" type="checkbox"/>	
Closing Agent Fees			<input checked="" type="checkbox"/>
State and/or Local Transfer Taxes			<input checked="" type="checkbox"/>
Credit Reports, Loan Fees, Loan Points, Reports and Inspections Required by Buyer's Lender, Appraisal Fees, Mortgage Notarization and Recording Fees, and All Other Costs In Connection With Buyer's Loan		<input checked="" type="checkbox"/>	
Seller's Loan Prepayment Fees and All Other Costs In Connection With Seller's Existing Loan	<input checked="" type="checkbox"/>		
Deed Notarization and Recording Fees	<input checked="" type="checkbox"/>		
Real Estate Broker/Agent Commissions Due Listing Broker	<input checked="" type="checkbox"/>		
Offered Cooperating Real Estate Broker/Agent Commissions Due Buyer's Broker	<input checked="" type="checkbox"/>		
Additional Real Estate Broker/Agent Commissions Due Buyer's Broker (If Any)		<input checked="" type="checkbox"/>	
Any Reports and Inspections Requested by Buyer		<input checked="" type="checkbox"/>	
Seller's Attorney Fees	<input checked="" type="checkbox"/>		
Buyer's Attorney Fees		<input checked="" type="checkbox"/>	
All Other Closing Costs		<input checked="" type="checkbox"/>	

SELLER'S INITIALS \_\_\_\_\_/\_\_\_\_\_

BUYER'S INITIALS \_\_\_\_\_/\_\_\_\_\_ DS  
EH

**15. STATE-SPECIFIC PROVISIONS.** See state-specific rider attached hereto and incorporated herein by reference (if applicable).

(Remainder of Page Intentionally Blank)

**SELLER:**

The County of Sonoma, a political subdivision of the State of California

**BUYER:**

Eddie Haddad, an individual

(and its permitted assigns under Section 13(B))

Printed Name: Caroline Judy

Title (if applicable): Director of General Services

Printed Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Dated: \_\_\_\_\_

Eddie Haddad

Printed Name: Eddie Haddad

Title (if applicable): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Dated: 11/10/2021

**LISTING BROKER (if any):**

Broker Printed Name: William Severi

Brokerage Printed Name: North Bay Property Advisors

Brokerage License Number: 01000344 State: CA

**BUYER'S BROKER (if any):**

Broker Printed Name: Debi Myers

Brokerage Printed Name: ICRE Law

Brokerage License Number: 01852719 State: CA

(Brokers must be licensed in the state where the Property is located.)

**DISCLOSURE AND CONFIRMATION OF AGENCY RELATIONSHIP**

Buyer and Seller acknowledge that, unless otherwise set forth in this Agreement, Ten-X is not acting as Seller's real estate agent or Buyer's real estate agent, and Ten-X is acting as a marketing firm and marketplace provider only.

SELLER'S INITIALS \_\_\_\_\_/\_\_\_\_\_

BUYER'S INITIALS \_\_\_\_\_/\_\_\_\_\_ EH

**CLOSING AGENT ACKNOWLEDGEMENT**

Closing Agent acknowledges receipt of a copy of this Agreement and the Earnest Money Deposit set forth in Section 1(D) and agrees to act as Closing Agent in accordance with this Agreement.

Fidelity National Title

By: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

SEE ATTACHED

## EXHIBIT "A"

### Legal Description

For APN/Parcel ID(s): 180-090-001-000, 180-090-002-000, 180-090-003-000, 180-090-004-000, 180-090-005-000, 180-090-006-000, 180-090-008-000, 180-090-009-000, 180-090-010-000, 180-100-001-000, 180-100-029-000 and and 173-130-038-000

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

#### TRACT ONE (APN: 180-090-002-000 AND 173-130-038-000):

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B.&M., CITY OF SANTA ROSA, STATE OF CALIFORNIA, BEING A PORTION OF LANDS CONVEYED TO THE COUNTY OF SONOMA BY DEEDS RECORDED IN THE OFFICE OF THE SONOMA COUNTY RECORDER IN BOOK 52 OF DEEDS PAGE 435, BOOK 478 OF OFFICIAL RECORDS, PAGE 402, BOOK 2490 OF OFFICIAL RECORDS, PAGE 896, BOOK 3252 OF OFFICIAL RECORDS, PAGE 767, AND BOOK 3268 OF OFFICIAL RECORDS, PAGE 803, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LANDS OF THE COUNTY OF SONOMA DESCRIBED IN THAT CERTAIN DEED RECORDED IN BOOK 2490 OF OFFICIAL RECORDS, PAGE 896, SONOMA COUNTY RECORDS, BEING ALSO THE MOST SOUTHERLY CORNER OF LOT 56 AS DESIGNATED AND SHOWN ON THAT CERTAIN MAP ENTITLED "COBBLESTONE," FILED IN BOOK 280 OF MAPS, AT PAGES 45 THROUGH 49, S.C.R., SAID CORNER BEING MONUMENTED WITH A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE ALONG THE COMMON BOUNDARY BETWEEN SAID LANDS OF THE COUNTY OF SONOMA AND SAID LOT 56 NORTH 64° 16' 33" WEST, 95.74 FEET; THENCE NORTH 22° 47' 42" WEST, 279.64 FEET; THENCE NORTH 24° 02' 43" WEST, 155.94 FEET; THENCE NORTH 42° 25' 04" WEST, 120.07 FEET; THENCE NORTH 48° 37' 12" WEST, 209.32 FEET; THENCE NORTH 55° 11' 33" WEST, 11.67 FEET TO A 3/4" IRON PIPE MONUMENT, MARKED CSSC, LOCATED AT THE MOST NORTHERLY CORNER OF SAID LANDS OF THE COUNTY OF SONOMA DESCRIBED IN THAT CERTAIN DEED RECORDED IN BOOK 3268 OF OFFICIAL RECORDS, PAGE 803, S.C.R.; THENCE LEAVING THE BOUNDARY OF SAID LOT 56 AND RUNNING ALONG THE COMMON BOUNDARY BETWEEN SAID LANDS OF THE COUNTY OF SONOMA AND LOT 1 AS DESIGNATED AND SHOWN ON THAT CERTAIN MAP ENTITLED "CHANATE MEDICAL CENTER, AN OFFICE CONDOMINIUM," FILED IN BOOK 294 OF MAPS, AT PAGES 13 THROUGH 15, S.C.R., SOUTH 56° 18' 14" WEST, 149.91 FEET; THENCE SOUTH 33° 31' 55" EAST, 240.00 FEET; THENCE SOUTH 5° 50' 05" WEST, 234.00 FEET; THENCE SOUTH 41° 45' 06" WEST, 155.32 FEET TO A 3/4" DIAMETER IRON PIPE LOCATED AT THE MOST WESTERLY CORNER OF SAID LANDS OF THE COUNTY OF SONOMA DESCRIBED IN BOOK 3268 OF OFFICIAL RECORDS, PAGE 803, S.C.R.; THENCE ALONG THE COMMON BOUNDARY BETWEEN SAID LANDS OF THE COUNTY OF SONOMA AND THOSE CERTAIN LANDS DESIGNATED AND SHOWN WITHIN THE BORDER OF "NEILSON ESTATES," FILED JANUARY 13, 1994 IN BOOK 519 OF MAPS, AT PAGES 1 THROUGH 5, SONOMA COUNTY RECORDS, SOUTH 4° 55' 58" EAST, 88.97 FEET;

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## EXHIBIT "A"

### Legal Description

THENCE SOUTH 29° 14' 48" EAST, 37.37 FEET; THENCE SOUTH 39° 04' 13" EAST, 84.60 FEET; THENCE SOUTH 22° 57' 49" EAST, 160.76 FEET TO THE MOST EASTERLY CORNER OF SAID "NIELSON ESTATES,"; THENCE ALONG THE NORTHERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA DESCRIBED IN [BOOK 52 OF DEEDS, AT PAGE 435](#), NORTH 59° 50' 08" EAST, 108.50 FEET TO A 1/2" DIAMETER IRON PIPE TAGGED R.C.E. 17913; THENCE LEAVING SAID LINE SOUTH 30° 34' 50" EAST, 214.45 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 8° 42' 57" WEST, 80.51 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E., 17913; THENCE SOUTH 19° 18' 22" EAST, 78.02 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913, LAYING ON THE NORTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN THAT CERTAIN GRANT DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA, RECORDED IN [BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533](#), S.C.R.; THENCE ALONG SAID LINE NORTH 69° 40' 36" EAST, 267.72 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 574.00 FEET, THROUGH A SUBTENDED ARC OF 19° 06' 06" A DISTANCE OF 191.36 FEET; THENCE NORTH 88° 46' 42" EAST, 29.39 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE LEAVING SAID LINE NORTH 19° 02' 26" WEST, 101.96 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 9° 58' 44" EAST, 38.84 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 56° 18' 57" WEST, 53.26 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 37° 58' 01" WEST, 119.08 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 5° 36' 10" EAST, 99.97 FEET TO A 1/2" DIAMETER IRON PIPE TAGGED R.C.E. 17913; THENCE NORTH 37° 05' 57" WEST, 110.29 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST, 305.22 FEET BETWEEN CITY OF SANTA ROSA CONTROL MONUMENTS G-488 AND G-489, AS SHOWN ON PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27, SONOMA COUNTY RECORDS.

**PURSUANT TO THAT CERTAIN GRANT DEED, RECORDED JANUARY 11, 1996, [INSTRUMENT NO. 1996-0002848, OF OFFICIAL RECORDS.](#)**

#### **TRACT TWO ([APN: 180-090-010-000](#)):**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B.&M., CITY OF SANTA ROSA, STATE OF CALIFORNIA, BEING A PORTION OF THOSE CERTAIN LANDS CONVEYED BY L.S.A. MURDOCK TO THE COUNTY OF SONOMA BY DEED RECORDED JANUARY 7, 1876 IN [BOOK 52 OF DEEDS, AT PAGE 435](#), SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LAYING ON THE WESTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA, SAID POINT BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, AS DESIGNATED AND SHOWN ON CITY OF SANTA ROSA PARCEL MAP NO. 373, FILED DECEMBER 6, 1982 IN BOOK 339 OF MAPS AT PAGE

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ALTA Commitment for Title Insurance (08/01/2016)



## EXHIBIT "A"

### Legal Description

44 AND 45, SONOMA COUNTY RECORDS AND BEING MONUMENTED BY A 5/8" DIAMETER REBAR CAPPED R.E. 7538; THENCE LEAVING SAID WESTERLY LINE SOUTH 89° 16' 56" EAST, 232.62 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 63° 04' 24" EAST, 136.65 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 34° 00' 29" EAST, 77.43 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 2° 40' 29" EAST, 22.71 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 61° 39' 21" EAST, 145.53 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 17° 18' 42" WEST, 135.61 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; LAYING ON THE SOUTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN THAT CERTAIN DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA, RECORDED IN [BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533 SONOMA COUNTY RECORDS](#); THENCE ALONG SAID LINE SOUTH 69° 40' 36" WEST, 23.49 FEET; THENCE NORTH 20° 19' 24" WEST, 5.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE FROM WHICH WHOSE RADIUS POINT BEARS NORTH 20° 19' 24" WEST, 814.00 FEET DISTANT; THENCE WESTERLY ALONG SAID CURVE THROUGH A SUBTENDED ARC OF 32° 54' 39" A DISTANCE OF 467.56 FEET TO A POINT LAYING ON THE WESTERLY BOUNDARY OF SAID LANDS OF THE COUNTY OF SONOMA; THENCE ALONG SAID LINE SOUTH 0° 29' 28" WEST, 309.83 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST, 305.22 FEET BETWEEN CITY OF SANTA ROSA CONTROL MONUMENTS G-488 AND G-489 AS SHOWN ON PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27 SONOMA COUNTY RECORDS.

**PURSUANT TO THAT CERTAIN GRANT DEED, RECORDED JANUARY 11, 1996, [INSTRUMENT NO. 1996-0002849, OF OFFICIAL RECORDS](#).**

#### **TRACT THREE ([APN: 180-090-009-000](#)):**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B.&M., CITY OF SANTA ROSA, STATE OF CALIFORNIA BEING A PORTION OF THOSE CERTAIN LANDS CONVEYED BY L.S.A. MURDOCH TO THE COUNTY OF SONOMA, BY DEED RECORDED JANUARY 7, 1876 IN [BOOK 52 OF DEEDS, AT PAGE 435](#), SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LAYING ON THE WESTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA, SAID POINT LAYING ALSO ON THE DESCRIBED CENTERLINE OF THAT CERTAIN SANITARY SEWER EASEMENT CONVEYED BY THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA BY DEED RECORDED JUNE 11, 1956 UNDER [SERIAL NO. E-84378](#), SONOMA COUNTY RECORDS; THENCE ALONG SAID WESTERLY LINE NORTH 0° 43' 04" EAST, 47.23 FEET TO THE TRUE POINT OF BEGINNING; THENCE RUNNING PARALLEL TO AND 25.00 FEET NORTHERLY OF, MEASURED PERPENDICULAR TO SAID EASEMENT CENTERLINE, SOUTH 31° 14' 20" EAST, 94.24 FEET; THENCE NORTH 83° 47' 01" EAST, 343.32 FEET; THENCE SOUTH 73° 06' 20"

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ALTA Commitment for Title Insurance (08/01/2016)



## EXHIBIT "A"

### Legal Description

EAST, 168.71 FEET TO A POINT LAYING ON THE WESTERLY BOUNDARY OF THOSE CERTAIN LANDS CONVEYED BY THE COUNTY OF SONOMA TO THE SONOMA COUNTY WATER AGENCY BY DEED RECORDED IN [BOOK 1817 OF OFFICIAL RECORDS, AT PAGE 872](#), SONOMA COUNTY RECORDS; THENCE ALONG SAID BOUNDARY NORTH 58° 45' 07" EAST, 373.83 FEET; THENCE NORTH 7° 30' 50" EAST, 176.04 FEET; THENCE NORTH 2° 48' 54" EAST, 115.05 FEET; THENCE NORTH 14° 38' 08" WEST, 172.24 FEET TO AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF LOT 1 AS DESIGNATED AND SHOWN ON CITY OF SANTA ROSA PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27 SONOMA COUNTY RECORDS; THENCE ALONG SAID BOUNDARY SOUTH 75° 21' 52" WEST, 95.84 FEET; THENCE NORTH 43° 59' 29" WEST, 222.41 FEET; THENCE NORTH 17° 18' 42" WEST, 202.30 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, THROUGH A SUBTENDED ARC OF 86° 59' 18" A DISTANCE OF 37.96 FEET; THENCE RADIAL TO SAID CURVE NORTH 20° 19' 24" WEST, 5.00 FEET TO A POINT LAYING ON THE SOUTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN THAT CERTAIN GRANT DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA, RECORDED IN [BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533](#), SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE SOUTH 69° 40' 36" WEST, 73.53 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE LEAVING SAID LINE SOUTH 17° 18' 42" EAST, 135.61 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 61° 39' 21" WEST, 145.53 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 2° 40' 29" WEST, 22.71 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 34° 00' 29" WEST, 77.43 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 63° 04' 24" WEST, 136.65 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 89° 16' 56" WEST, 232.62 FEET TO A POINT LAYING ON THE WESTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA, SAID POINT BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, AS DESIGNATED AND SHOWN UPON CITY OF SANTA ROSA, PARCEL MAP NO. 373, FILED DECEMBER 6, 1982 IN [BOOK 339 OF MAPS, AT PAGES 44 AND 45](#), SONOMA COUNTY RECORDS AND BEING MONUMENTED BY A 5/8" DIAMETER REBAR CAPPED R.E. 7538; THENCE ALONG SAID WESTERLY LINE SOUTH 0° 43' 04" WEST, 552.20 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST, 305.22 FEET BETWEEN CITY OF SANTA ROSA CONTROL MONUMENTS G-488 AND G-489, AS SHOWN ON PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27, SONOMA COUNTY RECORDS.

**PURSUANT TO THAT CERTAIN GRANT DEED, RECORDED JANUARY 11, 1996, [INSTRUMENT NO. 1996-0002850, OF OFFICIAL RECORDS.](#)**

**TRACT FOUR ([APN: 180-090-001-000](#)):**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B.&M., CITY OF SANTA ROSA, STATE OF CALIFORNIA, BEING A PORTION OF THOSE

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## EXHIBIT "A"

### Legal Description

CERTAIN LANDS CONVEYED BY L.S.A. MURDOCK TO THE COUNTY OF SONOMA, BY DEED RECORDED JANUARY 7, 1876 IN [BOOK 52 OF DEEDS, AT PAGE 435](#), SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LAYING ON THE NORTHWESTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA, SAID POINT BEING THE MOST EASTERLY CORNER OF THAT CERTAIN SUBDIVISION OF LAND SHOWN UPON THE FINAL MAP ENTITLED "NEILSON ESTATES," FILED JANUARY 13, 1994 IN [BOOK 519 OF MAPS, AT PAGES 1](#) THROUGH 5, SONOMA COUNTY RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 59° 50' 08" EAST, 108.50 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE LEAVING SAID LINE SOUTH 30° 34' 50" EAST, 214.45 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 8° 42' 57" WEST, 80.51 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 19° 18' 22" EAST, 78.02 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913, LAYING ON THE NORTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN THAT CERTAIN GRANT DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA, RECORDED IN [BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533](#), S.C.R.; THENCE ALONG SAID LINE SOUTH 69° 40' 36" WEST, 37.50 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 761.00 FEET, THROUGH A SUBTENDED ARC OF 33° 46' 03" A DISTANCE OF 448.50 FEET TO A POINT LAYING ON THE WESTERLY LINE OF SAID LANDS OF THE; COUNTY OF SONOMA, BEING ALSO THE EASTERLY LINE OF SAID "NEILSON ESTATES;" THENCE ALONG SAID COMMON BOUNDARY NORTH 0° 29' 28" EAST, 172.68 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID COMMON BOUNDARY NORTH 59° 50' 08" EAST, 298.89 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST, 305.22 FEET BETWEEN CITY OF SANTA ROSA CONTROL MONUMENTS G-488 AND G-489, AS SHOWN ON PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27, SONOMA COUNTY RECORDS.

**PURSUANT TO THAT CERTAIN GRANT DEED, RECORDED JANUARY 11, 1996, [INSTRUMENT NO. 1996-0002851, OF OFFICIAL RECORDS](#).**

**TRACT FIVE ([APN: 180-090-003-000, 180-090-004-000, 180-090-005-000, 180-090-006-000, 180-100-001-000 AND 180-100-029-000](#)):**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11 AND SECTION 12, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B.&M., CITY OF SANTA ROSA, STATE OF CALIFORNIA, BEING ALL THAT PORTION OF LANDS CONVEYED TO THE COUNTY OF SONOMA BY DEEDS RECORDED IN THE OFFICE OF THE SONOMA COUNTY RECORDER IN [BOOK 52 OF DEEDS, AT PAGE 435](#), BOOK 129 OF OFFICIAL RECORDS, AT PAGE 366, [BOOK 346 OF OFFICIAL RECORDS, AT PAGE 207](#), AND [BOOK 2223 OF OFFICIAL RECORDS, AT PAGE 963](#), LAYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

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## EXHIBIT "A"

### Legal Description

BEGINNING AT THE MOST EASTERLY CORNER OF THOSE CERTAIN LANDS CONVEYED TO THE COUNTY OF SONOMA BY DEED RECORDED IN [BOOK 2490 OF OFFICIAL RECORDS, AT PAGE 896](#), SONOMA COUNTY RECORDS, BEING ALSO THE MOST SOUTHERLY CORNER OF LOT 56 AS DESIGNATED AND SHOWN ON THAT CERTAIN MAP ENTITLED "COBBLESTONE," FILED IN [BOOK 280 OF MAPS, AT PAGES 45](#) THROUGH 49, S.C.R. AND BEING MONUMENTED BY A 1/2" IRON PIPE TAGGED R.C.E. 17913; THENCE SOUTH 37° 05' 57" EAST, 110.29 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 5° 36' 10" WEST, 99.97 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 37° 58' 01" EAST, 119.08 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 56° 18' 57" EAST, 53.26 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 9° 58' 44" WEST, 38.84 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 19° 02' 26" EAST, 101.96 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913, LAYING ON THE NORTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN THAT CERTAIN GRANT DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA, RECORDED IN [BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533](#), S.C.R.; THENCE LEAVING SAID LINE SOUTH 1° 13' 18" EAST, 58.00 FEET TO A POINT LAYING ON THE SOUTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN SAID DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA; THENCE ALONG SAID LINE NORTH 88° 46' 42" EAST, 227.20 FEET; THENCE LEAVING SAID LINE SOUTH 1° 13' 10" EAST, 5.00 FEET TO THE NORTHEAST CORNER OF LOT 1, AS DESIGNATED AND SHOWN ON CITY OF SANTA ROSA PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27, S.C.R.; THENCE ALONG THE BOUNDARY OF SAID LOT 1, SOUTH 18° 40' 38" EAST, 121.76 FEET; THENCE SOUTH 63° 13' 43" WEST, 23.94 FEET TO AN ANGLE POINT IN THE BOUNDARY OF THOSE CERTAIN LANDS CONVEYED BY THE COUNTY OF SONOMA TO THE SONOMA COUNTY WATER AGENCY, BY DEED RECORDED IN [BOOK 1817 OF OFFICIAL RECORDS AT PAGE 872](#), S.C.R.; THENCE LEAVING THE BOUNDARY OF SAID LOT 1 AND RUNNING ALONG THE BOUNDARY OF SAID LANDS OF THE SONOMA COUNTY WATER AGENCY SOUTH 62° 11' 09" EAST, 215.38 FEET; THENCE NORTH 83° 09' 26" EAST, 37.77 FEET; THENCE NORTH 42° 37' 35" EAST, 273.18 FEET; THENCE NORTH 12° 01' 05" EAST, 86.84 FEET; THENCE SOUTH 86° 07' 48" EAST, 108.18 FEET; THENCE SOUTH 16° 24' 15" EAST, 382.87 FEET; THENCE SOUTH 16° 47' 14" EAST, 149.04 FEET; THENCE SOUTH 42° 32' 29" EAST, 269.99 FEET; THENCE SOUTH 0° 54' 50" EAST, 125.00 FEET; THENCE SOUTH 65° 59' 04" WEST, 313.90 FEET; THENCE SOUTH 41° 43' 49" WEST, 299.99 FEET TO A POINT LAYING ON THE SOUTHEASTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA DESCRIBED IN THAT CERTAIN DEED RECORDED IN [BOOK 52 OF DEEDS, AT PAGE 435](#), S.C.R., THE TERMINATION OF THIS DESCRIBED LINE.

BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST, 305.22 FEET BETWEEN CITY OF SANTA ROSA CONTROL MONUMENTS G-488 AND G-489, AS SHOWN ON PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27, SONOMA COUNTY RECORDS.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## EXHIBIT "A"

### Legal Description

EXCEPTING THEREFROM THAT PORTION CONVEYED TO BUILDERS LAND DEVELOPMENT COMPANY BY GRAND DEED RECORDED AUGUST 9, 1966 IN [BOOK 2225 OF OFFICIAL RECORDS, AT PAGE 296](#), SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY GRANT DEED RECORDED OCTOBER 21, 1966 IN [BOOK 2237 OF OFFICIAL RECORDS, AT PAGE 165](#), SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY GRANT DEED RECORDED JULY 16, 1975 IN [BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533](#), SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY QUITCLAIM DEED RECORDED MAY 11, 1978 IN [BOOK 3395 OF OFFICIAL RECORDS, AT PAGE 120](#), SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY QUITCLAIM DEED RECORDED SEPTEMBER 15, 1978 IN [BOOK 3453 OF OFFICIAL RECORDS, AT PAGE 996](#), SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY QUITCLAIM DEED RECORDED MARCH 1, 1979 IN [BOOK 3528 OF OFFICIAL RECORDS, AT PAGE 569](#), SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF THE WESTERLY LINE OF HIDDEN VALLEY DRIVE, AS DESIGNATED AND SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "HIDDEN VALLEY ESTATES, SUBDIVISION NO. 2" FILED IN [BOOK 147 OF MAPS, AT PAGES 43 THROUGH 45, INCLUSIVE](#), SONOMA COUNTY RECORDS.

**PURSUANT TO THAT CERTAIN GRANT DEED, RECORDED JANUARY 11, 1996, [INSTRUMENT NO. 1996-0002853, OF OFFICIAL RECORDS](#).**

**TRACT SIX ([APN: 180-090-008-000](#)):**

LOT 1, AS SHOWN AND DESIGNATED ON PARCEL MAP NO. 511, FILED JULY 1, 1993 IN [BOOK 510 OF MAPS AT PAGE 25](#), SONOMA COUNTY RECORDS.

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ALTA Commitment for Title Insurance (08/01/2016)



**RECORDING REQUESTED BY AND  
AFTER RECORDATION MAIL TO:**

*This document is exempt from the payment  
of a recording fee pursuant to Government  
Code §§ 6103, 27383*

*(Space Above This Line for Recorder's Use Only)*

**GRANT DEED**

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County of Sonoma, a political subdivision of the State of California ("**Grantor**"), hereby grants to \_\_\_\_\_, a \_\_\_\_\_ ("**Grantee**"), the real property (the "**Property**") located in the City of Santa Rosa, County of Sonoma, and more particularly described in Exhibit A attached hereto and incorporated herein by reference.

TOGETHER WITH all existing improvements, buildings, structures, fixtures, infrastructure, personal property, and all tenements, hereditaments, and appurtenances including easements if any, belonging or appertaining thereto, and any reversions and remainders, all rents, issues or profits thereof.

SUBJECT TO non-delinquent taxes and assessments, all existing rights of way of record or in use for roads, pipelines, ditches, conduits, telephone and electrical transmission lines, on, over and across the Property.

SUBJECT TO existing encumbrances, easement, covenants, conditions and restrictions, rights of way, dedication, offers of dedication, leases and all other matters of record or in use affecting title or use of the Property.

SUBJECT TO the existing Chanate Historic Cemetery and rights of the public to access on foot or by vehicle said cemetery in perpetuity, as described in that certain Record of Survey recorded May 20, 2005 in Book 676 of Maps at Page 37, Document No 2005-070311 in the Official Records of Sonoma County. Grantee acknowledges and agrees that this grant is subject to a statutory requirement to protect, preserve and provide permanent public access to the Cemetery. Grantee shall not disturb, move or remove any human remains. Grantee shall maintain the Cemetery and may improve or enhance the same.

SUBJECT TO the Declaration of Affordable Housing Covenant of even date herewith and recorded subsequent hereto in favor of the County of Sonoma.

RESERVING THEREFROM all necessary and convenient access and utilities easements in favor of Grantor associated with and for the benefit of the leaseback of the Public Health Building and the Morgue and Coroner's Office in the Leases executed by the parties of even date herewith for the term set forth in each respective agreement.

**Grantee:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Grantor:**

COUNTY OF SONOMA, a political subdivision  
of the State of California

By: \_\_\_\_\_

Its: \_\_\_\_\_

Chair of the Board

Dated: \_\_\_\_\_

***[SIGNATURES MUST BE NOTARIZED]***



ATTEST:

---

County Clerk

APPROVED AS TO FORM:

---

\_\_\_\_\_, County Counsel

EXHIBIT A

LEGAL DESCRIPTION

**For APN/Parcel ID(s):**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ROSA, COUNTY OF SONOMA, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED BELOW AS SET FORTH IN THAT CERTAIN FIDELITY TITLE FSNX-7052003955 Update A, DATED JULY 13, 2021 ATTACHED HERETO:

## EXHIBIT "A"

### Legal Description

For APN/Parcel ID(s): 180-090-001-000, 180-090-002-000, 180-090-003-000, 180-090-004-000, 180-090-005-000, 180-090-006-000, 180-090-008-000, 180-090-009-000, 180-090-010-000, 180-100-001-000, 180-100-029-000 and and 173-130-038-000

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

#### TRACT ONE (APN: 180-090-002-000 AND 173-130-038-000):

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B.&M., CITY OF SANTA ROSA, STATE OF CALIFORNIA, BEING A PORTION OF LANDS CONVEYED TO THE COUNTY OF SONOMA BY DEEDS RECORDED IN THE OFFICE OF THE SONOMA COUNTY RECORDER IN BOOK 52 OF DEEDS PAGE 435, BOOK 478 OF OFFICIAL RECORDS, PAGE 402, BOOK 2490 OF OFFICIAL RECORDS, PAGE 896, BOOK 3252 OF OFFICIAL RECORDS, PAGE 767, AND BOOK 3268 OF OFFICIAL RECORDS, PAGE 803, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LANDS OF THE COUNTY OF SONOMA DESCRIBED IN THAT CERTAIN DEED RECORDED IN BOOK 2490 OF OFFICIAL RECORDS, PAGE 896, SONOMA COUNTY RECORDS, BEING ALSO THE MOST SOUTHERLY CORNER OF LOT 56 AS DESIGNATED AND SHOWN ON THAT CERTAIN MAP ENTITLED "COBBLESTONE," FILED IN BOOK 280 OF MAPS, AT PAGES 45 THROUGH 49, S.C.R., SAID CORNER BEING MONUMENTED WITH A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE ALONG THE COMMON BOUNDARY BETWEEN SAID LANDS OF THE COUNTY OF SONOMA AND SAID LOT 56 NORTH 64° 16' 33" WEST, 95.74 FEET; THENCE NORTH 22° 47' 42" WEST, 279.64 FEET; THENCE NORTH 24° 02' 43" WEST, 155.94 FEET; THENCE NORTH 42° 25' 04" WEST, 120.07 FEET; THENCE NORTH 48° 37' 12" WEST, 209.32 FEET; THENCE NORTH 55° 11' 33" WEST, 11.67 FEET TO A 3/4" IRON PIPE MONUMENT, MARKED CSSC, LOCATED AT THE MOST NORTHERLY CORNER OF SAID LANDS OF THE COUNTY OF SONOMA DESCRIBED IN THAT CERTAIN DEED RECORDED IN BOOK 3268 OF OFFICIAL RECORDS, PAGE 803, S.C.R.; THENCE LEAVING THE BOUNDARY OF SAID LOT 56 AND RUNNING ALONG THE COMMON BOUNDARY BETWEEN SAID LANDS OF THE COUNTY OF SONOMA AND LOT 1 AS DESIGNATED AND SHOWN ON THAT CERTAIN MAP ENTITLED "CHANATE MEDICAL CENTER, AN OFFICE CONDOMINIUM," FILED IN BOOK 294 OF MAPS, AT PAGES 13 THROUGH 15, S.C.R., SOUTH 56° 18' 14" WEST, 149.91 FEET; THENCE SOUTH 33° 31' 55" EAST, 240.00 FEET; THENCE SOUTH 5° 50' 05" WEST, 234.00 FEET; THENCE SOUTH 41° 45' 06" WEST, 155.32 FEET TO A 3/4" DIAMETER IRON PIPE LOCATED AT THE MOST WESTERLY CORNER OF SAID LANDS OF THE COUNTY OF SONOMA DESCRIBED IN BOOK 3268 OF OFFICIAL RECORDS, PAGE 803, S.C.R.; THENCE ALONG THE COMMON BOUNDARY BETWEEN SAID LANDS OF THE COUNTY OF SONOMA AND THOSE CERTAIN LANDS DESIGNATED AND SHOWN WITHIN THE BORDER OF "NEILSON ESTATES," FILED JANUARY 13, 1994 IN BOOK 519 OF MAPS, AT PAGES 1 THROUGH 5, SONOMA COUNTY RECORDS, SOUTH 4° 55' 58" EAST, 88.97 FEET;

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ALTA Commitment for Title Insurance (08/01/2016)



## EXHIBIT "A"

### Legal Description

THENCE SOUTH 29° 14' 48" EAST, 37.37 FEET; THENCE SOUTH 39° 04' 13" EAST, 84.60 FEET; THENCE SOUTH 22° 57' 49" EAST, 160.76 FEET TO THE MOST EASTERLY CORNER OF SAID "NIELSON ESTATES,"; THENCE ALONG THE NORTHERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA DESCRIBED IN [BOOK 52 OF DEEDS, AT PAGE 435](#), NORTH 59° 50' 08" EAST, 108.50 FEET TO A 1/2" DIAMETER IRON PIPE TAGGED R.C.E. 17913; THENCE LEAVING SAID LINE SOUTH 30° 34' 50" EAST, 214.45 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 8° 42' 57" WEST, 80.51 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E., 17913; THENCE SOUTH 19° 18' 22" EAST, 78.02 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913, LAYING ON THE NORTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN THAT CERTAIN GRANT DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA, RECORDED IN [BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533](#), S.C.R.; THENCE ALONG SAID LINE NORTH 69° 40' 36" EAST, 267.72 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 574.00 FEET, THROUGH A SUBTENDED ARC OF 19° 06' 06" A DISTANCE OF 191.36 FEET; THENCE NORTH 88° 46' 42" EAST, 29.39 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE LEAVING SAID LINE NORTH 19° 02' 26" WEST, 101.96 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 9° 58' 44" EAST, 38.84 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 56° 18' 57" WEST, 53.26 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 37° 58' 01" WEST, 119.08 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 5° 36' 10" EAST, 99.97 FEET TO A 1/2" DIAMETER IRON PIPE TAGGED R.C.E. 17913; THENCE NORTH 37° 05' 57" WEST, 110.29 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST, 305.22 FEET BETWEEN CITY OF SANTA ROSA CONTROL MONUMENTS G-488 AND G-489, AS SHOWN ON PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27, SONOMA COUNTY RECORDS.

**PURSUANT TO THAT CERTAIN GRANT DEED, RECORDED JANUARY 11, 1996, [INSTRUMENT NO. 1996-0002848, OF OFFICIAL RECORDS.](#)**

#### **TRACT TWO ([APN: 180-090-010-000](#)):**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B.&M., CITY OF SANTA ROSA, STATE OF CALIFORNIA, BEING A PORTION OF THOSE CERTAIN LANDS CONVEYED BY L.S.A. MURDOCK TO THE COUNTY OF SONOMA BY DEED RECORDED JANUARY 7, 1876 IN [BOOK 52 OF DEEDS, AT PAGE 435](#), SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LAYING ON THE WESTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA, SAID POINT BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, AS DESIGNATED AND SHOWN ON CITY OF SANTA ROSA PARCEL MAP NO. 373, FILED DECEMBER 6, 1982 IN BOOK 339 OF MAPS AT PAGE

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## EXHIBIT "A"

### Legal Description

44 AND 45, SONOMA COUNTY RECORDS AND BEING MONUMENTED BY A 5/8" DIAMETER REBAR CAPPED R.E. 7538; THENCE LEAVING SAID WESTERLY LINE SOUTH 89° 16' 56" EAST, 232.62 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 63° 04' 24" EAST, 136.65 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 34° 00' 29" EAST, 77.43 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 2° 40' 29" EAST, 22.71 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 61° 39' 21" EAST, 145.53 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 17° 18' 42" WEST, 135.61 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; LAYING ON THE SOUTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN THAT CERTAIN DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA, RECORDED IN [BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533 SONOMA COUNTY RECORDS](#); THENCE ALONG SAID LINE SOUTH 69° 40' 36" WEST, 23.49 FEET; THENCE NORTH 20° 19' 24" WEST, 5.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE FROM WHICH WHOSE RADIUS POINT BEARS NORTH 20° 19' 24" WEST, 814.00 FEET DISTANT; THENCE WESTERLY ALONG SAID CURVE THROUGH A SUBTENDED ARC OF 32° 54' 39" A DISTANCE OF 467.56 FEET TO A POINT LAYING ON THE WESTERLY BOUNDARY OF SAID LANDS OF THE COUNTY OF SONOMA; THENCE ALONG SAID LINE SOUTH 0° 29' 28" WEST, 309.83 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST, 305.22 FEET BETWEEN CITY OF SANTA ROSA CONTROL MONUMENTS G-488 AND G-489 AS SHOWN ON PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27 SONOMA COUNTY RECORDS.

**PURSUANT TO THAT CERTAIN GRANT DEED, RECORDED JANUARY 11, 1996, [INSTRUMENT NO. 1996-0002849, OF OFFICIAL RECORDS](#).**

#### **TRACT THREE ([APN: 180-090-009-000](#)):**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B.&M., CITY OF SANTA ROSA, STATE OF CALIFORNIA BEING A PORTION OF THOSE CERTAIN LANDS CONVEYED BY L.S.A. MURDOCH TO THE COUNTY OF SONOMA, BY DEED RECORDED JANUARY 7, 1876 IN [BOOK 52 OF DEEDS, AT PAGE 435](#), SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LAYING ON THE WESTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA, SAID POINT LAYING ALSO ON THE DESCRIBED CENTERLINE OF THAT CERTAIN SANITARY SEWER EASEMENT CONVEYED BY THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA BY DEED RECORDED JUNE 11, 1956 UNDER [SERIAL NO. E-84378](#), SONOMA COUNTY RECORDS; THENCE ALONG SAID WESTERLY LINE NORTH 0° 43' 04" EAST, 47.23 FEET TO THE TRUE POINT OF BEGINNING; THENCE RUNNING PARALLEL TO AND 25.00 FEET NORTHERLY OF, MEASURED PERPENDICULAR TO SAID EASEMENT CENTERLINE, SOUTH 31° 14' 20" EAST, 94.24 FEET; THENCE NORTH 83° 47' 01" EAST, 343.32 FEET; THENCE SOUTH 73° 06' 20"

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## EXHIBIT "A"

### Legal Description

EAST, 168.71 FEET TO A POINT LAYING ON THE WESTERLY BOUNDARY OF THOSE CERTAIN LANDS CONVEYED BY THE COUNTY OF SONOMA TO THE SONOMA COUNTY WATER AGENCY BY DEED RECORDED IN [BOOK 1817 OF OFFICIAL RECORDS, AT PAGE 872](#), SONOMA COUNTY RECORDS; THENCE ALONG SAID BOUNDARY NORTH 58° 45' 07" EAST, 373.83 FEET; THENCE NORTH 7° 30' 50" EAST, 176.04 FEET; THENCE NORTH 2° 48' 54" EAST, 115.05 FEET; THENCE NORTH 14° 38' 08" WEST, 172.24 FEET TO AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF LOT 1 AS DESIGNATED AND SHOWN ON CITY OF SANTA ROSA PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27 SONOMA COUNTY RECORDS; THENCE ALONG SAID BOUNDARY SOUTH 75° 21' 52" WEST, 95.84 FEET; THENCE NORTH 43° 59' 29" WEST, 222.41 FEET; THENCE NORTH 17° 18' 42" WEST, 202.30 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, THROUGH A SUBTENDED ARC OF 86° 59' 18" A DISTANCE OF 37.96 FEET; THENCE RADIAL TO SAID CURVE NORTH 20° 19' 24" WEST, 5.00 FEET TO A POINT LAYING ON THE SOUTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN THAT CERTAIN GRANT DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA, RECORDED IN [BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533](#), SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE SOUTH 69° 40' 36" WEST, 73.53 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE LEAVING SAID LINE SOUTH 17° 18' 42" EAST, 135.61 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 61° 39' 21" WEST, 145.53 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 2° 40' 29" WEST, 22.71 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 34° 00' 29" WEST, 77.43 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 63° 04' 24" WEST, 136.65 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 89° 16' 56" WEST, 232.62 FEET TO A POINT LAYING ON THE WESTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA, SAID POINT BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, AS DESIGNATED AND SHOWN UPON CITY OF SANTA ROSA, PARCEL MAP NO. 373, FILED DECEMBER 6, 1982 IN [BOOK 339 OF MAPS, AT PAGES 44 AND 45](#), SONOMA COUNTY RECORDS AND BEING MONUMENTED BY A 5/8" DIAMETER REBAR CAPPED R.E. 7538; THENCE ALONG SAID WESTERLY LINE SOUTH 0° 43' 04" WEST, 552.20 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST, 305.22 FEET BETWEEN CITY OF SANTA ROSA CONTROL MONUMENTS G-488 AND G-489, AS SHOWN ON PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27, SONOMA COUNTY RECORDS.

**PURSUANT TO THAT CERTAIN GRANT DEED, RECORDED JANUARY 11, 1996, [INSTRUMENT NO. 1996-0002850, OF OFFICIAL RECORDS.](#)**

**TRACT FOUR ([APN: 180-090-001-000](#)):**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B.&M., CITY OF SANTA ROSA, STATE OF CALIFORNIA, BEING A PORTION OF THOSE

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## EXHIBIT "A"

### Legal Description

CERTAIN LANDS CONVEYED BY L.S.A. MURDOCK TO THE COUNTY OF SONOMA, BY DEED RECORDED JANUARY 7, 1876 IN [BOOK 52 OF DEEDS, AT PAGE 435](#), SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LAYING ON THE NORTHWESTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA, SAID POINT BEING THE MOST EASTERLY CORNER OF THAT CERTAIN SUBDIVISION OF LAND SHOWN UPON THE FINAL MAP ENTITLED "NEILSON ESTATES," FILED JANUARY 13, 1994 IN [BOOK 519 OF MAPS, AT PAGES 1](#) THROUGH 5, SONOMA COUNTY RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 59° 50' 08" EAST, 108.50 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE LEAVING SAID LINE SOUTH 30° 34' 50" EAST, 214.45 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 8° 42' 57" WEST, 80.51 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 19° 18' 22" EAST, 78.02 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913, LAYING ON THE NORTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN THAT CERTAIN GRANT DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA, RECORDED IN [BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533](#), S.C.R.; THENCE ALONG SAID LINE SOUTH 69° 40' 36" WEST, 37.50 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 761.00 FEET, THROUGH A SUBTENDED ARC OF 33° 46' 03" A DISTANCE OF 448.50 FEET TO A POINT LAYING ON THE WESTERLY LINE OF SAID LANDS OF THE; COUNTY OF SONOMA, BEING ALSO THE EASTERLY LINE OF SAID "NEILSON ESTATES;" THENCE ALONG SAID COMMON BOUNDARY NORTH 0° 29' 28" EAST, 172.68 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID COMMON BOUNDARY NORTH 59° 50' 08" EAST, 298.89 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST, 305.22 FEET BETWEEN CITY OF SANTA ROSA CONTROL MONUMENTS G-488 AND G-489, AS SHOWN ON PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27, SONOMA COUNTY RECORDS.

**PURSUANT TO THAT CERTAIN GRANT DEED, RECORDED JANUARY 11, 1996, [INSTRUMENT NO. 1996-0002851, OF OFFICIAL RECORDS](#).**

**TRACT FIVE ([APN: 180-090-003-000, 180-090-004-000, 180-090-005-000, 180-090-006-000, 180-100-001-000 AND 180-100-029-000](#)):**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11 AND SECTION 12, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B.&M., CITY OF SANTA ROSA, STATE OF CALIFORNIA, BEING ALL THAT PORTION OF LANDS CONVEYED TO THE COUNTY OF SONOMA BY DEEDS RECORDED IN THE OFFICE OF THE SONOMA COUNTY RECORDER IN [BOOK 52 OF DEEDS, AT PAGE 435](#), BOOK 129 OF OFFICIAL RECORDS, AT PAGE 366, [BOOK 346 OF OFFICIAL RECORDS, AT PAGE 207](#), AND [BOOK 2223 OF OFFICIAL RECORDS, AT PAGE 963](#), LAYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

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## EXHIBIT "A"

### Legal Description

BEGINNING AT THE MOST EASTERLY CORNER OF THOSE CERTAIN LANDS CONVEYED TO THE COUNTY OF SONOMA BY DEED RECORDED IN [BOOK 2490 OF OFFICIAL RECORDS, AT PAGE 896](#), SONOMA COUNTY RECORDS, BEING ALSO THE MOST SOUTHERLY CORNER OF LOT 56 AS DESIGNATED AND SHOWN ON THAT CERTAIN MAP ENTITLED "COBBLESTONE," FILED IN [BOOK 280 OF MAPS, AT PAGES 45](#) THROUGH 49, S.C.R. AND BEING MONUMENTED BY A 1/2" IRON PIPE TAGGED R.C.E. 17913; THENCE SOUTH 37° 05' 57" EAST, 110.29 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 5° 36' 10" WEST, 99.97 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 37° 58' 01" EAST, 119.08 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 56° 18' 57" EAST, 53.26 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 9° 58' 44" WEST, 38.84 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 19° 02' 26" EAST, 101.96 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913, LAYING ON THE NORTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN THAT CERTAIN GRANT DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA, RECORDED IN [BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533](#), S.C.R.; THENCE LEAVING SAID LINE SOUTH 1° 13' 18" EAST, 58.00 FEET TO A POINT LAYING ON THE SOUTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN SAID DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA; THENCE ALONG SAID LINE NORTH 88° 46' 42" EAST, 227.20 FEET; THENCE LEAVING SAID LINE SOUTH 1° 13' 10" EAST, 5.00 FEET TO THE NORTHEAST CORNER OF LOT 1, AS DESIGNATED AND SHOWN ON CITY OF SANTA ROSA PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27, S.C.R.; THENCE ALONG THE BOUNDARY OF SAID LOT 1, SOUTH 18° 40' 38" EAST, 121.76 FEET; THENCE SOUTH 63° 13' 43" WEST, 23.94 FEET TO AN ANGLE POINT IN THE BOUNDARY OF THOSE CERTAIN LANDS CONVEYED BY THE COUNTY OF SONOMA TO THE SONOMA COUNTY WATER AGENCY, BY DEED RECORDED IN [BOOK 1817 OF OFFICIAL RECORDS AT PAGE 872](#), S.C.R.; THENCE LEAVING THE BOUNDARY OF SAID LOT 1 AND RUNNING ALONG THE BOUNDARY OF SAID LANDS OF THE SONOMA COUNTY WATER AGENCY SOUTH 62° 11' 09" EAST, 215.38 FEET; THENCE NORTH 83° 09' 26" EAST, 37.77 FEET; THENCE NORTH 42° 37' 35" EAST, 273.18 FEET; THENCE NORTH 12° 01' 05" EAST, 86.84 FEET; THENCE SOUTH 86° 07' 48" EAST, 108.18 FEET; THENCE SOUTH 16° 24' 15" EAST, 382.87 FEET; THENCE SOUTH 16° 47' 14" EAST, 149.04 FEET; THENCE SOUTH 42° 32' 29" EAST, 269.99 FEET; THENCE SOUTH 0° 54' 50" EAST, 125.00 FEET; THENCE SOUTH 65° 59' 04" WEST, 313.90 FEET; THENCE SOUTH 41° 43' 49" WEST, 299.99 FEET TO A POINT LAYING ON THE SOUTHEASTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA DESCRIBED IN THAT CERTAIN DEED RECORDED IN [BOOK 52 OF DEEDS, AT PAGE 435](#), S.C.R., THE TERMINATION OF THIS DESCRIBED LINE.

BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST, 305.22 FEET BETWEEN CITY OF SANTA ROSA CONTROL MONUMENTS G-488 AND G-489, AS SHOWN ON PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27, SONOMA COUNTY RECORDS.

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## EXHIBIT "A"

### Legal Description

EXCEPTING THEREFROM THAT PORTION CONVEYED TO BUILDERS LAND DEVELOPMENT COMPANY BY GRAND DEED RECORDED AUGUST 9, 1966 IN [BOOK 2225 OF OFFICIAL RECORDS, AT PAGE 296](#), SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY GRANT DEED RECORDED OCTOBER 21, 1966 IN [BOOK 2237 OF OFFICIAL RECORDS, AT PAGE 165](#), SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY GRANT DEED RECORDED JULY 16, 1975 IN [BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533](#), SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY QUITCLAIM DEED RECORDED MAY 11, 1978 IN [BOOK 3395 OF OFFICIAL RECORDS, AT PAGE 120](#), SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY QUITCLAIM DEED RECORDED SEPTEMBER 15, 1978 IN [BOOK 3453 OF OFFICIAL RECORDS, AT PAGE 996](#), SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY QUITCLAIM DEED RECORDED MARCH 1, 1979 IN [BOOK 3528 OF OFFICIAL RECORDS, AT PAGE 569](#), SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF THE WESTERLY LINE OF HIDDEN VALLEY DRIVE, AS DESIGNATED AND SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "HIDDEN VALLEY ESTATES, SUBDIVISION NO. 2" FILED IN [BOOK 147 OF MAPS, AT PAGES 43 THROUGH 45, INCLUSIVE](#), SONOMA COUNTY RECORDS.

**PURSUANT TO THAT CERTAIN GRANT DEED, RECORDED JANUARY 11, 1996, [INSTRUMENT NO. 1996-0002853, OF OFFICIAL RECORDS](#).**

**TRACT SIX ([APN: 180-090-008-000](#)):**

LOT 1, AS SHOWN AND DESIGNATED ON PARCEL MAP NO. 511, FILED JULY 1, 1993 IN [BOOK 510 OF MAPS AT PAGE 25](#), SONOMA COUNTY RECORDS.

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ALTA Commitment for Title Insurance (08/01/2016)



**EXHIBIT B****ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS****ASSIGNMENT AND ASSUMPTION OF LEASES AND OTHER CONTRACTS**

This Assignment and Assumption of Leases and other Contracts, is made as of \_\_\_\_\_, 2021 ("Assignment"), by and between the County of Sonoma a political subdivision of the State of California ("Seller") and \_\_\_\_\_, a California \_\_\_\_\_ ("Buyer").

**RECITALS**

A. Seller is the owner of the Chanate Campus Property, containing approximately 71 acres located on Chanate Road, in the City of Santa Rosa, comprised of land, buildings, infrastructure and other improvements located on or around 3313, 3322, 3323, 3325, 3333 and 3410 Chanate Road, in Santa Rosa, California (APN No's: 173-130-038; 180-090-001; 180-090-002; 180-090-003; 180-090-004; 180-090-005; 180-090-006; 180-090-008; 180-090-009; 180-090-010; 180-100-001; and 180-100-029 (collectively the "Property");

B. Seller and Buyer have entered into that certain Purchase and Sale Agreement with Joint Closing Instructions [Item No. \_\_\_\_\_] dated \_\_\_\_\_, 2021 (the "Purchase and Sale Agreement") for the sale of the Property; and

C. Seller desires to assign and transfer to Buyer all of Seller's right, title and interest in and to the lease(s) ("Lease(s)") and other contract(s) ("Contract(s)") concerning the Property and set forth at Schedule A attached hereto, and Buyer desires to accept and assume, observe and perform all of the terms, covenants, and conditions to be observed or performed by Seller under the Lease(s) and Contract(s).

**NOW, THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed, effective as of the Closing Date, as defined in the Purchase and Sale Agreement ("Effective Date") as follows.

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated by reference as if fully set forth herein.

2. Validity of Assigned Agreements. To the best of its actual knowledge, Seller hereby warrants and represents that the Lease(s) and Contract(s) are valid, in good standing, and in full force and effect and that there is no condition or state of facts now in existence, which, if not corrected, would constitute a default by Seller as landlord or licensor, and that Seller does not have any unfulfilled obligation under any such Lease(s) or Contract(s). Seller warrants that there is no rent or other fees payable by tenant under the Lease(s) or licensee or other contracting party under the Contract(s) except as set forth to the contrary on Schedule A. Seller warrants that is does not hold any security deposit relating the leasehold estate created by the Lease(s).

3. Assignment. As of the Effective Date, and subject to all of the terms, provisions, conditions, obligations, covenants and agreements contained or referred to in the Lease(s) to be observed and performed by the tenant thereunder and under the Contract(s) to be observed and performed by licensee or other contracting party (collectively, the "Obligations"), Seller does hereby grant, bargain, sell, convey, transfer, assign and deliver unto Buyer all of Seller's right, title, and interest in the Lease(s) and Contract(s).

4. Acceptance. As of the Effective Date, Buyer accepts the transfer and assignment of the Lease(s) and the Contract(s). Buyer further assumes and agrees to observe and perform all of the Obligations of Seller under the Lease(s) and Contract(s).

5. Maintenance of Agreement. Buyer shall indemnify, defend, protect and hold Seller harmless from any loss, damage, liability, cost or expense, including without limitation reasonable attorneys' fees and costs and court costs, arising with respect to the Obligations under the Lease(s) and Contract(s) arising on and after the date hereof.

6. Further Assurances. Seller and Buyer agree to execute such other documents and perform such other acts as may be reasonably necessary or proper and usual to effect this Assignment.

7. Amendment. This Assignment shall not be modified except by written instrument subscribed to by Seller and Buyer.

8. Inurement. The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

9. Headings. This section and paragraph headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

10. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the same instrument.

11. Construction. This Assignment shall be governed by and construed in accordance with the laws of the State wherein the Property is located.

**SIGNATURES ON FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed as of the date first above written.

**BUYER:**

\_\_\_\_\_, a  
California \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SELLER:**

COUNTY OF SONOMA, a political  
subdivision of the State of California

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM  
FOR COUNTY:

\_\_\_\_\_  
Robert Pittman  
County Counsel

SCHEDULE A

A. Lease(s)

1. Ground Lease dated February 3, 2004 with Community Action Partners of Sonoma County regarding premises located at 3438 Chanate Road.

B. Contract(s)

1. Revocable License with Bird Rescue Center dated February 11, 2014, as amended by that certain First Amendment dated February 1, 2019, that certain Second Amendment dated October 30, 2019, that letter agreement dated October 29, 2020, and that further letter agreement dated January 27, 2021, regarding premises located at 3430 Chanate Road, as may be amended consistent with the Purchase and Sale Agreement. Licensors pay electricity charges for licensee which are reimbursed by licensee.
2. Letter Agreement dated October 23, 2001 with Steve O'Rourke re tree planting on a portion of APN 180-090-006.

**EXHIBIT C**

**LEASES**

**All leases posted to the Property's listing page on Ten-X's website (a) after the date of the attached list, and (b) before Buyer signs this Agreement are hereby incorporated herein by reference.**

LEASE FOR MORGUE AND CORONER'S OFFICE

LEASE FOR PUBLIC HEALTH LAB

AND

SEE ATTACHED



**LEASE FOR PUBLIC HEALTH LAB**  
3313 Chanate Rd., Santa Rosa, CA 95404  
(Commercial Lease – Single Tenant Net)

**1. Basic Provisions** ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only November 9, 2021, 2021, is made by and between Eddie Haddad, an individual ("Lessor") and The County of Sonoma, a political subdivision of the State of California ("County" or "Lessee"), (collectively the "Parties," or individually a "Party"). County and Lessor have entered into that Purchase and Sale Agreement with Joint Closing Instructions [Item No. 1000015064] (the "Purchase Agreement") dated \_\_\_\_\_ (the "Purchase and Sale Agreement") for The Chanate Campus, Santa Rosa, County of Sonoma, described as approximately 71 acres located on Chanate Road, in the City of Santa Rosa, comprised of land, buildings, infrastructure and other improvements located on or around 3313, 3322, 3323, 3325, 3333 and 3410 Chanate Road, in Santa Rosa, California (APN No's: 173-130-038; 180-090-001; 180-090-002; 180-090-003; 180-090-004; 180-090-005; 180-090-006; 180-090-008; 180-090-009; 180-090-010; 180-100-001; and 180-100-029 (the "Property"). Under said Purchase and Sale Agreement, County retained the right to lease back the "Premises" on the terms and conditions hereunder subject to and upon close of escrow on the Property.

1.2 **Premises:** That certain portion of the Property, specifically APN 180-090-001, consisting of approximately containing approximately three (3) acres, consisting of a building containing approximately 18,070 sq. ft. together with related improvements parking, utilities, landscaping and access therein or to be provided by Lessor under the terms of this Lease, commonly known as 3313 Chanate Rd., Santa Rosa, CA 95404 ("Premises") as more particularly described at Exhibit A attached hereto. The Premises are generally described as Sonoma County Public Health Lab and are part of the Property.

1.3 **Term:** Four (4) years and Zero (0) months ("the Term") commencing on close of escrow on the sale of the Property under the Purchase and Sale Agreement ("Commencement Date") and ending four years thereafter ("Expiration Date"), provided that County shall have the option to extend the Term for two (2) additional six (6) month periods at its sole discretion.

1.4 **Early Possession:** Lessee is currently in possession of the Premises, as the Seller of the subject property.

1.5 **Base Rent:** \$1.00/per square foot or Eighteen Thousand Seventy Dollars (\$18,070) per month during the Term ("Base Rent"), payable on the first day of the month following close of escrow on the Property. This Lease is made on a triple net (NNN) basis consistent with Section 7 below.

(a) Annual Increases. The Base Rent shall be increased by three percent (3%) on the anniversary of the Commencement Date commencing on the second year of the Term.

1.6 **Security Deposit:** None.

1.7 **Agreed Use:** Governmental related purposes including public health lab and related activities and/or other lawful purposes. (See also Paragraph 6)

1.8 **Insuring Party.** Lessee and Lessor shall each carry insurance for the Premises as set forth herein.

1.9 **Attachments.** Attached hereto are the following, all of which constitute a part of



this Lease:

- (a) A plot plan depicting the Premises;
- (b) Exhibit B (Site Area and Premises Calculations).

## **2. Premises.**

**2.1 Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease.

**2.2 Condition.** Lessor shall deliver the Premises to Lessee in its current "as is", "where is", "with or without faults" condition. Lessee is the prior owner of the subject premises, and is responsible for 100% of Premises expenses, repairs and maintenance without exclusion.

**2.3 Compliance.** Lessor makes no warranties regarding the Premises. Lessee is accepting the Premises in its current "as is", "where is", "with or without faults" condition. Lessee is the prior owner of the subject premises.

## **3. Term.**

**3.1 Term.** The Commencement Date and Expiration Date of this Lease are as specified in Paragraph 1.3.

**3.2 Early Possession.** Lessee is already in possession of the Premises as the prior owner of said Premises.

**3.3 Lessee Compliance.** Prior to Lease execution, Lessee shall comply with its obligation to provide evidence of insurance as set forth herein. Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Commencement Date, including the payment of Rent.

**3.4 Right to Terminate.** Lessee shall have the right to terminate this Lease for any reason or no reason upon providing a minimum ninety (90) days' prior written notice to Lessor ("Termination Notice"), and in such event no Lease termination fee shall be charged to Lessee.

## **4. Rent.**

**4.1 Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease are deemed to be rent ("Rent").

**4.2 Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due.

**5. Security Deposit.** No security deposit is required of Lessee or held by Lessor hereunder.

## **6. Use.**

**6.1 Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other governmental related legal use or other lawful use. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. .

### **6.2 Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health,

safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed

to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

**6.3 Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, without regard to whether said Applicable Requirements are now in effect or become effective after the Commencement Date. Lessee shall, within ten (10) days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within ten (10) days of the receipt of a written request therefor. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within ten (10) days of the receipt of a written request therefor.

**6.4 Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in herein) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (as defined herein) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within ten (10) days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain.

## **7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**

### **7.1 Lessee's Obligations.**

(a) In General. Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in such condition and repair as needed for Lessee's own use thereof (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee shall, during the term of this Lease, keep the exterior appearance of the building in a condition

(including, e.g. graffiti removal) consistent with existing condition at the Commencement Date

(b) Failure to Perform. Except as set forth to the contrary in Section 9.3 below, if Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after ten (10) days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

**7.2 Lessor's Obligations.** it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.

**7.3 Utility Installations; Trade Fixtures; Alterations.**

(a) Definitions. The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed with or without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made and owned by Lessee.

(b) Liens; Bonds. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than ten (10) days' notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

**7.4 Ownership; Surrender; and Restoration.**

(a) Ownership. All Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises.

(b) Surrender; Restoration. Lessee may but is not obligated to remove all furnishings, equipment, fixtures, whether or not permanently installed, and any personal property at the expiration of the term at its option and expense. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire at no cost to Lessee.

**8. Insurance.**

8.1 Carried by Lessee.

(a) Notwithstanding anything to the contrary in the Lease, Lessee may elect to self-

insure, jointly-insure, or maintain insurance or an insurance equivalent (including, but not limited to, that offered to a municipality through and by a joint powers authority, a self-insurance pool of liability coverage authorized pursuant to California Government Code Section 6500, or similar collective).

(b) Lessee shall, at Lessee's expense, obtain and keep in force at all times during the Term the insurance described in Exhibit C-1 attached hereto and shall be liable for all premiums, deductibles and self-insured amounts.

#### 8.2 Carried by Lessor.

(a) Lessor shall, at Lessor's expense, obtain and keep in force at all times during the Term the insurance described in Exhibit C-2 attached hereto and shall be liable for all premiums and deductibles, which insurance shall be in addition to, and not in lieu of, the insurance required to be maintained by Lessee.

### 9. **Damage or Destruction.**

9.1 **Destruction.** Notwithstanding any other provision hereof, including without limitation Section 7.1(a) above, if the Premises are damaged or destroyed in a manner which cannot reasonably be repaired in six (6) months or less from the date of the damage or destruction, Lessee may terminate this Lease at its election effective on sixty (60) days' notice to Lessor and Lessee shall have no further obligations hereunder.

9.2 **Damage Near End of Term.** If at any time during the last six (6) months of this Lease there is damage which significantly and adversely affects Lessee's continued operations Lessee may at its election terminate this Lease effective on ten (10) days' notice to Lessor and Lessee shall have no further obligations hereunder.

9.3. **Limitation on Rebuilding Premises.** It is acknowledged that the Premises are at the end of their useful life. In no event shall Lessee be obligated to rebuild or restore the Premises to their condition as of the Commencement Date. In no event shall Lessee be required to take any action to repair or rebuild the Premises, or portion thereof, in the event of any damage or destruction, and any election to so repair or rebuild shall remain subject to Lessee's sole discretion.

### 10. **Real Property Taxes.**

10.1 **Definition.** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** In addition to Base Rent, Lessee shall pay to Lessor an amount equal to the Real Property Tax installment due at least twenty (20) days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate

the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Property Taxes when due, Lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest.

**10.3 Personal Property Taxes.** Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within ten (10) days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

**11. Utilities and Services.** Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions. Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

**12. Assignment and Subletting.** Lessee shall have the right with Lessor's approval at any time and from time to time to assign or otherwise transfer all or any part of Lessee's interest in this Lease and to sublet the building, or any part thereof, to any governmental or quasi-governmental agency, provided that: (i) any assignment or subletting shall provide that the assignee or sublessee assumes and agrees to carry out and perform all of the terms and conditions of this Lease on the part of Lessee to be carried out and performed; (ii) an executed copy of the assignment or subletting shall be delivered to Lessor and approved by the Lessor; (iii) the proposed use is consistent with the Permitted Use provisions of this Lease governing such matters; and (iv) Lessor has provided its written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Upon any assignment of Lessee entire interest in this Lease, Lessee shall be released from any further liability with respect thereto upon the written consent of Lessor, which consent shall not be unreasonably withheld. Lessor's consent shall be deemed to have been given if within thirty (30) days of notice of assignment to Lessor, Lessor fails to object to the new tenant by written notice to Lessee, stating in detail the reasons for such objection.

**13. Default; Breach; Remedies.**

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants or conditions under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The failure of Lessee to make any payment of Rent required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(b) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(c) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) material safety data sheets (MSDS), or (iii) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of ten (10) days following written notice to Lessee.

(d) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of thirty (30) days after written notice; provided, however, that if the nature of Lessee's Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(e) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within ten (10) days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the

exercise of any right or remedy which Lessor may have by reason of such Breach.

**13.3 Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than thirty (30) days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within thirty (30) days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed the actual amount incurred by Lessee to effect the cure. Lessee shall document the cost of said cure and supply said documentation to Lessor.

**14. Condemnation.** If the Premises are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs.

**15. Brokerage Fees.** There are no brokerage fees owed to any party in connection with this Lease.

**16. Estoppel Certificates.**

(a) Each Party (as "Responding Party") shall within ten (10) days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" on standard industry form, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party; (ii) there are no uncured defaults in the Requesting Party's performance; and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

**17. Definition of Lessor.** The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. The obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

**18. Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

**19. Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.



**20. Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

**21. Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

**22. No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

**23. Notices.**

**23.1 Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

**23.2 Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

**24. Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach

by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

**25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties

of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Commencement Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

**26. Right To Holdover.** Notwithstanding anything to the contrary in the Lease, Lessee, at its election, shall have the right to remain and holdover in the Premises at the expiration of the Term, on a month-to-month basis, on all other existing terms and conditions of the Lease, provided that upon Lessor receipt of demolition permit for the Premises and notice that Lessor intends to commence demolition, Lessee shall vacate the Premises not later than ninety (90) days prior to the date Lessor intends to commence demolition.

**27. Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**28. Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

**29. Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

**30. Subordination; Attornment; Non-Disturbance.**

30.1 Subordination. This Lease shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of

its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

**30.2 Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

**30.3 Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within sixty (60) days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said sixty (60) days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

**30.4 Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

**31. Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within ten (10) days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

**32. Consents.** All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other

consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

**33. Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

**34. Additional Appurtenances.** Lessee shall have the right to the exclusive use, throughout the Term of this Lease, of all stairways, elevators, sidewalks, plazas and walkways, easements and service alleys located on the Premises, delivery and loading areas and facilities of the Premises, lobbies, elevator lobbies, utility equipment rooms and all other facilities in or about the buildings, and the appurtenances thereto, as the same may exist from time to time. Lessee shall have the right to non-exclusive use, throughout the Term of this Lease, of all roadways, alleys, sidewalks, walkways and paths over and across the balance of the property acquired by Lessor from Lessee, necessary for pedestrian and vehicular ingress and egress between the Premises and the public rights of way. Further, Lessee shall also have the right to retain utility easements to service the Premises as may be needed between the Premises and utility connections elsewhere on the larger surrounding property. Such use shall be for Lessee and its customers, agents, employees, assignees, subtenants, licensees and invitees. In addition, Lessor, at its expense, shall maintain, service, repair, replace and rehabilitate, as necessary, all gas, electric, water, sewer, storm drain, telecommunication and any other utility facility connections located off the Premises but within the larger surrounding property and the public right of way which are connected to and/or are critical to the proper functioning of said utility facilities on the Premises.

**35. Reservations.** Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

**36. Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum

or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within six (6) months shall be deemed to have waived its right to protest such payment.

**37. Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within thirty (30) days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**38. Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

**39. Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

**40. Arbitration of Disputes.** The Parties may but are not obligated to arbitrate any disputes between the Parties and/or Brokers arising out of this Lease.

**41. Accessibility; Americans with Disabilities Act.**

(a) The Premises have not undergone an inspection by a Certified Access Specialist (CAsp). Note: A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CAsp inspection, the payment of the fee for the CAsp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR

INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

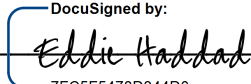
Executed at:

Executed at:

On:

By LESSOR:

Eddie Haddad, an individual

By:  7FC5F5478D344D0...

Name Printed: Eddie Haddad

Title: \_\_\_\_\_

Phone: 702-491-5812

Fax: \_\_\_\_\_

Email: eddie@huelofts.com

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

BROKER

Attn:

ICRE Law

Debi Myers

Title:

\_\_\_\_\_  
\_\_\_\_\_

Address:

4340 Von Karman #380

Newport Beach, CA 92660

Phone **949-636-4501**

Chanate PHL Lease 09.02.21.docx

On:

By LESSEE:

The County of Sonoma, a political subdivision of the State of California

By: \_\_\_\_\_

Name Printed: Caroline Judy

Title: Director of General Services

Phone: 707-565-8058

Fax: \_\_\_\_\_

Email: caroline.judy@sonoma-county.org

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

BROKER

North Bay Property Advisors

Attn: William Severi

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone 707-291-2722

DRE License #: 01000344

BROKER



Attn:

01852719

Broker DRE License #:

\_\_\_\_\_

Agent DRE License #:

\_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

("Premises")

The Premises are "Tract Four" described in that certain Title Commitment dated July 13, 2021, issued by Fidelity National Title Insurance Company showing title vested in the County of Sonoma, which are the lands more particularly described in that certain Grant Deed, recorded January 11, 1996, Instrument No. 1996-0002851, of Official Records, and are referred to as APN 180-090-001. Said Premises consists of approximately three (3) acres including one building consisting of approximately 18,070 +/- sq. ft., parking, infrastructure, improvements, easements, rights of way and other appurtenances, and commonly known as 3313 Chanate Rd., Santa Rosa, CA 95404.



# Untitled Map

Write a description for your map.





**Exhibit C-1****Section I: Insurance required to be maintained by Lessee**

Lessee shall, at Lessee's expense, obtain and keep in force at all times during the Term the following "Lessee's Insurance," and shall be liable for all premiums, deductibles, and self-insured amounts, if any, in connection therewith.

Lessee may elect to self-insure, jointly-insure, or maintain insurance or an insurance equivalent - including, but not limited to, that offered to a municipality through and by a joint powers authority, a self-insurance pool of liability coverage authorized pursuant to California Government Code Section 6500, or similar collective. Lessee may elect to maintain additional insurance coverages at its sole discretion.

**1. Workers Compensation and Employers Liability Insurance**

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. Required Evidence of Insurance:
  - i. Certificate of Insurance.

**2. General Liability Insurance**

- a. General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate. The required limits may be provided by a combination of General Liability Insurance and Excess or Umbrella Liability Insurance.
- d. [insert name of buyer] shall be additional insureds for liability arising out of the Licensee's operations or premises rented to Licensee.
- e. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

**3. Property Insurance**

- a. "All risk" property insurance, or insurance equivalent, including flood, covering direct loss or damage to structure, tenant's improvements, and Lessee's personal property, in amounts determined by Lessee in its sole discretion. Lessee may elect to carry earthquake insurance at its sole discretion.
- b. Lessee is responsible for any deductible or self-insured retention.
- c. Required Evidence of Insurance: Certificate of Property Insurance or Evidence of Commercial Property Insurance.

**4. Automobile Liability Insurance**

- a. Minimum Limit: \$2,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

**5. Documentation**

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Lessee agrees to maintain current Evidence of Insurance on file with Lessor for the required period of insurance.

**Exhibit C-2****Section II: Insurance required to be maintained by Lessor**

At all times during the term of this Lease, Lessor shall purchase and maintain, at its own expense, insurance as described below.

**1. Workers Compensation and Employers Liability Insurance**

- d. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- e. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- f. Required Evidence of Insurance:
  - i. Certificate of Insurance.

**2. General Liability Insurance**

- c. General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- d. Minimum Limits: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate. The required limits may be provided by a combination of General Liability Insurance and Excess or Umbrella Liability Insurance.
- f. **The County of Sonoma, its officers, agents and employees** shall be additional insureds for liability arising out of the Lessor's operations or premises.
- g. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

**3. Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

**4. Documentation**

- b. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Lessee agrees to maintain current Evidence of Insurance on file with Lessor for the required period of insurance.

## LEASE FOR MORGUE AND CORONER'S OFFICE

3336 Chanate Rd., Santa Rosa, CA 95404

(Commercial Lease – Single Tenant Net)

### 1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only November 9, 2021, 2021, is made by and between Eddie Haddad, an individual ("Lessor") and The County of Sonoma, a political subdivision of the State of California ("County" or "Lessee"), (collectively the "Parties," or individually a "Party"). County and Lessor have entered into that Purchase and Sale Agreement with Joint Closing Instructions [Item No. 1000015064] (the "Purchase Agreement") dated \_\_\_\_\_ (the "Purchase and Sale Agreement") for The Chanate Campus, Santa Rosa, County of Sonoma, described as approximately 71 acres located on Chanate Road, in the City of Santa Rosa, comprised of land, buildings, infrastructure and other improvements located on or around 3313, 3322, 3323, 3325, 3333 and 3410 Chanate Road, in Santa Rosa, California (APN No's: 173-130-038; 180-090-001; 180-090-002; 180-090-003; 180-090-004; 180-090-005; 180-090-006; 180-090-008; 180-090-009; 180-090-010; 180-100-001; and 180-100-029 (the "Property"). Under said Purchase and Sale Agreement, County retained the right to lease back the "Premises" on the terms and conditions hereunder subject to and upon close of escrow on the Property.

1.2 **Premises:** That certain portion of the Property, specifically APN 180-090-006, consisting of approximately (31,950+/- of 1,224,036 +/- sq. ft. = approximately 2.6%) including one building consisting of approximately 6,811 +/- sq. ft., parking and the improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as 3336 Chanate Rd., Santa Rosa, CA 95404 ("Premises") as more particularly described at Exhibit A attached hereto. The Premises are generally described as Sonoma County Sheriff Morgue and Coroner's Office and are part of the Property.

1.3 **Term:** Four (4) years and Zero (0) months ("the Term") commencing on close of escrow on the sale of the Property under the Purchase and Sale Agreement ("Commencement Date") and ending four years thereafter ("Expiration Date"), provided that County shall have the option to extend the Term for two (2) additional six (6) month periods at its sole discretion.

1.4 **Early Possession:** Lessee is currently in possession of the Premises, as the Seller of the subject property.

1.5 **Base Rent:** \$1.00/per square foot or Six Thousand Eight Hundred Eleven Dollars (\$6,811) per month during the Term ("Base Rent"), payable on the first day of the month following close of escrow on the Property. This Lease is made on a triple net (NNN) basis consistent with Section 7 below.

(a) Annual Increases. The Base Rent shall be increased by three percent (3%) on the anniversary of the Commencement Date commencing on the second year of the Term.

1.6 **Security Deposit:** None.

1.7 **Agreed Use:** Governmental related purposes including Sonoma County Sheriff Morgue and Coroner's and/or other lawful purposes. (See also Paragraph 6)

1.8 **Insuring Party.** Lessee and Lessor shall each carry insurance for the Premises as set forth herein.

1.9 **Attachments.** Attached hereto are the following, all of which constitute a part of

this Lease:

- (a) A plot plan depicting the Premises;
- (b) Exhibit B (Site Area and Premises Calculations).

## **2. Premises.**

**2.1 Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease.

**2.2 Condition.** Lessor shall deliver the Premises to Lessee in its current "as is", "where is", "with or without faults" condition. Lessee is the prior owner of the subject premises, and is responsible for 100% of Premises expenses, repairs and maintenance without exclusion.

**2.3 Compliance.** Lessor makes no warranties regarding the Premises. Lessee is accepting the Premises in its current "as is", "where is", "with or without faults" condition. Lessee is the prior owner of the subject premises.

## **3. Term.**

**3.1 Term.** The Commencement Date and Expiration Date of this Lease are as specified in Paragraph 1.3.

**3.2 Early Possession.** Lessee is already in possession of the Premises as the prior owner of said Premises.

**3.3 Lessee Compliance.** Prior to Lease execution, Lessee shall comply with its obligation to provide evidence of insurance as set forth herein. Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Commencement Date, including the payment of Rent.

**3.4 Right to Terminate.** Lessee shall have the right to terminate this Lease for any reason or no reason upon providing a minimum ninety (90) days' prior written notice to Lessor ("Termination Notice"), and in such event no Lease termination fee shall be charged to Lessee.

## **4. Rent.**

**4.1 Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease are deemed to be rent ("Rent").

**4.2 Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due.

**5. Security Deposit.** No security deposit is required of Lessee or held by Lessor hereunder.

## **6. Use.**

**6.1 Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other governmental related legal use or other lawful use. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. .

### **6.2 Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health,



safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed

to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

**6.3 Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, without regard to whether said Applicable Requirements are now in effect or become effective after the Commencement Date. Lessee shall, within ten (10) days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within ten (10) days of the receipt of a written request therefor. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within ten (10) days of the receipt of a written request therefor.

**6.4 Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in herein) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (as defined herein) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within ten (10) days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain.

## **7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**

### **7.1 Lessee's Obligations.**

(a) In General. Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in such condition and repair as needed for Lessee's own use thereof (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee shall, during the term of this Lease, keep the exterior appearance of the building in a condition

(including, e.g. graffiti removal) consistent with existing condition at the Commencement Date

(b) Failure to Perform. Except as set forth to the contrary in Section 9.3 below, if Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after ten (10) days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

**7.2 Lessor's Obligations.** it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.

**7.3 Utility Installations; Trade Fixtures; Alterations.**

(a) Definitions. The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed with or without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made and owned by Lessee.

(b) Liens; Bonds. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than ten (10) days' notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

**7.4 Ownership; Surrender; and Restoration.**

(a) Ownership. All Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises.

(b) Surrender; Restoration. Lessee may but is not obligated to remove all furnishings, equipment, fixtures, whether or not permanently installed, and any personal property at the expiration of the term at its option and expense. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire at no cost to Lessee.

**8. Insurance.**

8.1 Carried by Lessee.

(a) Notwithstanding anything to the contrary in the Lease, Lessee may elect to self-

insure, jointly-insure, or maintain insurance or an insurance equivalent (including, but not limited to, that offered to a municipality through and by a joint powers authority, a self-insurance pool of liability coverage authorized pursuant to California Government Code Section 6500, or similar collective).

(b) Lessee shall, at Lessee's expense, obtain and keep in force at all times during the Term the insurance described in Exhibit C-1 attached hereto and shall be liable for all premiums, deductibles and self-insured amounts.

**8.2 Carried by Lessor.**

(a) Lessor shall, at Lessor's expense, obtain and keep in force at all times during the Term the insurance described in Exhibit C-2 attached hereto and shall be liable for all premiums and deductibles, which insurance shall be in addition to, and not in lieu of, the insurance required to be maintained by Lessee.

**9. Damage or Destruction.**

**9.1 Destruction.** Notwithstanding any other provision hereof, including without limitation Section 7.1(a) above, if the Premises are damaged or destroyed in a manner which cannot reasonably be repaired in six (6) months or less from the date of the damage or destruction, Lessee may terminate this Lease at its election effective on sixty (60) days' notice to Lessor and Lessee shall have no further obligations hereunder.

**9.2 Damage Near End of Term.** If at any time during the last six (6) months of this Lease there is damage which significantly and adversely affects Lessee's continued operations, Lessee may at its election terminate this Lease effective on ten (10) days' notice to Lessor and Lessee shall have no further obligations hereunder.

**9.3. Limitation on Rebuilding Premises.** It is acknowledged that the Premises are at the end of their useful life. In no event shall Lessee be obligated to rebuild or restore the Premises to their condition as of the Commencement Date. In no event shall Lessee be required to take any action to repair or rebuild the Premises, or portion thereof, in the event of any damage or destruction, and any election to so repair or rebuild shall remain subject to Lessee's sole discretion.

**10. Real Property Taxes.**

**10.1 Definition.** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

**10.2 Payment of Taxes.** In addition to Base Rent, Lessee shall pay to Lessor an amount equal to the Real Property Tax installment due at least twenty (20) days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate

the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Property Taxes when due, Lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest.

**10.3 Personal Property Taxes.** Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within ten (10) days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

**11. Utilities and Services.** Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions. Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

**12. Assignment and Subletting.** Lessee shall have the right with Lessor's approval at any time and from time to time to assign or otherwise transfer all or any part of Lessee's interest in this Lease and to sublet the building, or any part thereof, to any governmental or quasi-governmental agency, provided that: (i) any assignment or subletting shall provide that the assignee or sublessee assumes and agrees to carry out and perform all of the terms and conditions of this Lease on the part of Lessee to be carried out and performed; (ii) an executed copy of the assignment or subletting shall be delivered to Lessor and approved by the Lessor; (iii) the proposed use is consistent with the Permitted Use provisions of this Lease governing such matters; and (iv) Lessor has provided its written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Upon any assignment of Lessee entire interest in this Lease, Lessee shall be released from any further liability with respect thereto upon the written consent of Lessor, which consent shall not be unreasonably withheld. Lessor's consent shall be deemed to have been given if within thirty (30) days of notice of assignment to Lessor, Lessor fails to object to the new tenant by written notice to Lessee, stating in detail the reasons for such objection.

**13. Default; Breach; Remedies.**

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants or conditions under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The failure of Lessee to make any payment of Rent required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(b) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(c) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) material safety data sheets (MSDS), or (iii) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of ten (10) days following written notice to Lessee.

(d) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of thirty (30) days after written notice; provided, however, that if the nature of Lessee's Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(e) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within ten (10) days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the

exercise of any right or remedy which Lessor may have by reason of such Breach.

**13.3 Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than thirty (30) days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within thirty (30) days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed the actual amount incurred by Lessee to effect the cure. Lessee shall document the cost of said cure and supply said documentation to Lessor.

**14. Condemnation.** If the Premises are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs.

**15. Brokerage Fees.** There are no brokerage fees owed to any party in connection with this Lease.

**16. Estoppel Certificates.**

(a) Each Party (as "Responding Party") shall within ten (10) days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" on standard industry form, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party; (ii) there are no uncured defaults in the Requesting Party's performance; and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

**17. Definition of Lessor.** The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. The obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

**18. Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

**19. Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

**20. Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

**21. Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

**22. No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

**23. Notices.**

**23.1 Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

**23.2 Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

**24. Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach



by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

**25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties

of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Commencement Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

**26. Right To Holdover.** Notwithstanding anything to the contrary in the Lease, Lessee, at its election, shall have the right to remain and holdover in the Premises at the expiration of the Term, on a month-to-month basis, on all other existing terms and conditions of the Lease, provided that upon Lessor receipt of demolition permit for the Premises and notice that Lessor intends to commence demolition, Lessee shall vacate the Premises not later than ninety (90) days prior to the date Lessor intends to commence demolition.

**27. Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**28. Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

**29. Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

**30. Subordination; Attornment; Non-Disturbance.**

30.1 Subordination. This Lease shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of

its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

**30.2 Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

**30.3 Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within sixty (60) days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said sixty (60) days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

**30.4 Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

**31. Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within ten (10) days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

**32. Consents.** All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other

consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

**33. Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

**34. Additional Appurtenances.** Lessee shall have the right to the exclusive use, throughout the Term of this Lease, of all stairways, elevators, sidewalks, plazas and walkways, easements and service alleys located on the Premises, delivery and loading areas and facilities of the Premises, lobbies, elevator lobbies, utility equipment rooms and all other facilities in or about the buildings, and the appurtenances thereto, as the same may exist from time to time. Lessee shall have the right to non-exclusive use, throughout the Term of this Lease, of all roadways, alleys, sidewalks, walkways and paths over and across the balance of the property acquired by Lessor from Lessee, necessary for pedestrian and vehicular ingress and egress between the Premises and the public rights of way. Further, Lessee shall also have the right to retain utility easements to service the Premises as may be needed between the Premises and utility connections elsewhere on the larger surrounding property. Such use shall be for Lessee and its customers, agents, employees, assignees, subtenants, licensees and invitees. In addition, Lessor, at its expense, shall maintain, service, repair, replace and rehabilitate, as necessary, all gas, electric, water, sewer, storm drain, telecommunication and any other utility facility connections located off the Premises but within the larger surrounding property and the public right of way which are connected to and/or are critical to the proper functioning of said utility facilities on the Premises.

**35. Reservations.** Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

**36. Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum

or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within six (6) months shall be deemed to have waived its right to protest such payment.

**37. Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within thirty (30) days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**38. Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

**39. Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

**40. Arbitration of Disputes.** The Parties may but are not obligated to arbitrate any disputes between the Parties and/or Brokers arising out of this Lease.

**41. Accessibility; Americans with Disabilities Act.**

(a) The Premises have not undergone an inspection by a Certified Access Specialist (CAsp). Note: A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CAsp inspection, the payment of the fee for the CAsp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR

INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at:

Executed at:

On:

By LESSOR:

Eddie Haddad, an individual

By: DocuSigned by:

Eddie Haddad

7FC5F5478D344D0...

Name Printed: Eddie Haddad

Title: \_\_\_\_\_

Phone: 702-491-5812

Fax: \_\_\_\_\_

Email: eddie@huelofts.com

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

BROKER

Attn:

ICRE Law

Debi Myers

Title:

\_\_\_\_\_  
\_\_\_\_\_

Address:

4340 Von Karman #380

Newport Beach, CA 92660

Phone **949-636-4501**

Chanate Morgue Lease 09.02.21.docx

On:

By LESSEE:

The County of Sonoma, a political subdivision of the State of California

By: \_\_\_\_\_

Name Printed: Caroline Judy

Title: Director of General Services

Phone: 707-565-8058

Fax: \_\_\_\_\_

Email: caroline.judy@sonoma-county.org

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

BROKER

North Bay Property Advisors

Attn: William Severi

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone 707-291-2722

DRE License #: 01000344

BROKER

Attn:

01852719

Broker DRE License #:

\_\_\_\_\_

Agent DRE License #:

\_\_\_\_\_

Title: \_\_\_\_\_



## **EXHIBIT A**

("Premises")

The Premises are a portion of "Tract Five" described in that certain Title Commitment dated July 13, 2021, issued by Fidelity National Title Insurance Company showing title vested in the County of Sonoma, which is a portion of the lands more particularly described in that certain Grant Deed, recorded January 11, 1996, Instrument No. 1996-0002853, of Official Records, which lands are furthermore a portion of APN 180-090-006. Said Premises consists of approximately 31,950+/- (approximately 2.6% of said APN 180-090-006 which contains a total of 1,224,036 +/- sq. ft.) including one building consisting of approximately 6,811 +/- sq. ft., and all associated parking, infrastructure, improvements, easements, rights of way and other appurtenances, and commonly known as 3336 Chanate Rd., Santa Rosa, CA 95404.



Un...  
Write... map.



Landscaped  
Area  
(7,500sqft)

Water POE

Gas POE

Tele/Data POE

Parking  
(6,000sqft)

Coroner's  
Office (6,811  
sqft)

Electrical POE

Garbage/Recycle Bins

Generator

Storage Medical Supplies

Forensic Pathologist  
and Staff parking

Private Entry to receive  
/ release decedents

Mass Casualty Trailer

Transportation Van

COVID-19 Cold Storage Boxes

COVID-19 storage of shelving,  
body bags and cardboard coffins

New Fence

Walkway

Quonset  
(1,500sqft)

Parking  
(9,400sqft)

Sewer Line

Country Farm Dr



**Exhibit C-1****Section I: Insurance required to be maintained by Lessee**

Lessee shall, at Lessee's expense, obtain and keep in force at all times during the Term the following "Lessee's Insurance," and shall be liable for all premiums, deductibles, and self-insured amounts, if any, in connection therewith.

Lessee may elect to self-insure, jointly-insure, or maintain insurance or an insurance equivalent - including, but not limited to, that offered to a municipality through and by a joint powers authority, a self-insurance pool of liability coverage authorized pursuant to California Government Code Section 6500, or similar collective. Lessee may elect to maintain additional insurance coverages at its sole discretion.

**1. Workers Compensation and Employers Liability Insurance**

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. Required Evidence of Insurance:
  - i. Certificate of Insurance.

**2. General Liability Insurance**

- a. General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate. The required limits may be provided by a combination of General Liability Insurance and Excess or Umbrella Liability Insurance.
- d. [insert name of buyer] shall be additional insureds for liability arising out of the Licensee's operations or premises rented to Licensee.
- e. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

**3. Property Insurance**

- a. "All risk" property insurance, or insurance equivalent, including flood, covering direct loss or damage to structure, tenant's improvements, and Lessee's personal property, in amounts determined by Lessee in its sole discretion. Lessee may elect to carry earthquake insurance at its sole discretion.
- b. Lessee is responsible for any deductible or self-insured retention.
- c. Required Evidence of Insurance: Certificate of Property Insurance or Evidence of Commercial Property Insurance.

**4. Automobile Liability Insurance**

- a. Minimum Limit: \$2,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

**5. Documentation**

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Lessee agrees to maintain current Evidence of Insurance on file with Lessor for the required period of insurance.

**Exhibit C-2****Section II: Insurance required to be maintained by Lessor**

At all times during the term of this Lease, Lessor shall purchase and maintain, at its own expense, insurance as described below.

**1. Workers Compensation and Employers Liability Insurance**

- d. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- e. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- f. Required Evidence of Insurance:
  - i. Certificate of Insurance.

**2. General Liability Insurance**

- c. General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- d. Minimum Limits: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate. The required limits may be provided by a combination of General Liability Insurance and Excess or Umbrella Liability Insurance.
- f. **The County of Sonoma, its officers, agents and employees** shall be additional insureds for liability arising out of the Lessor's operations or premises.
- g. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

**3. Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

**4. Documentation**

- b. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Lessee agrees to maintain current Evidence of Insurance on file with Lessor for the required period of insurance.

**EXHIBIT D**  
**AFFORDABLE HOUSING COVENANT**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

County of Sonoma  
General Services Department  
2300 County Center Drive, Suite A200  
Santa Rosa, CA 95403  
Attention: Director of General Services

No fee for recording pursuant to  
Government Code Section 27383

*(Space above for Recorder's Use)*

**AFFORDABLE HOUSING AGREEMENT AND DECLARATION  
OF RESTRICTIVE COVENANTS**

(Restrictive Covenant Required by the Surplus Lands Act, Government Code Section 54233)

This Affordable Housing Agreement and Declaration of Restrictive Covenants (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_ (the "Effective Date"), by and between **County of Sonoma**, a political subdivision of the State of California ("County"), and \_\_\_\_\_, a California \_\_\_\_\_ ("Buyer") with reference to the following facts:

**RECITALS**

- A.** County is the owner of numerous parcels containing approximately 71 acres located on Chanate Road, in the City of Santa Rosa, comprised of land, buildings, infrastructure and other improvements located on or around 3313, 3322, 3323, 3325, 3333 and 3410 Chanate Road, in Santa Rosa, California (APN No's: 173-130-038; 180-090-001; 180-090-002; 180-090-003; 180-090-004; 180-090-005; 180-090-006; 180-090-008; 180-090-009; 180-090-010; 180-100-001; and 180-100-029 (collectively the "Property"), and more particularly described by the legal description that is attached hereto and incorporated herein by this reference as **Exhibit A**, which together with all rights, privileges, easements and appurtenances thereto, including, without limitation, all mineral and water rights, all permanent improvements and County's personal property, fixtures, furniture and/or furnishings located thereon at close of escrow, are hereinafter collectively referred to as the "Property." The Property is located in the City of Santa Rosa, and all entitlements for use will be granted by the City of Santa Rosa.
- B.** The Property was previously used by County for public hospital, health and other County uses for more than eighty years. The Property was last used as a public hospital in 2014 and has sat mostly vacant since that time.
- C.** The County on prior occasions issued notices of availability seeking interest and/or proposals

to purchase the Property from the agencies or entities specified by the Surplus Lands Act (California Government Code section 54220 *et seq.*) (The “Act”) to whom notice was given of the Board’s decision to declare the Property as surplus.

- D.** On August 11, 2015, the Board of Supervisors (“Board”) directed staff to develop a Request for Proposals (“RFP”) to solicit a master developer to work with County to plan for repurposing the Property. On October 28, 2015, the Board declared the Property as surplus and authorized the disposal of the Property pursuant to the Surplus Lands Act (Government Code section 54222 *et seq.*).
- E.** On February 2, 2016, the Board authorized staff to issue an RFP to identify a developer to work with County and the City of Santa Rosa for the development of the Property and thereafter entered into a development and disposition agreement with a qualified party which agreement was thereafter rescinded after a court decision related to a CEQA challenge.
- F.** On December 11, 2018, the Board again declared the Property surplus and authorized the disposal of the Property pursuant to the Act.
- G.** In further compliance with the Act, County issued a Request for Proposals (RFP) in February 2019 and conducted extensive marketing to ensure that all entities specifically identified under the Act received notice.
- H.** In May 2019, County received three offers to said RFP which were evaluated by staff, and thereafter on July 9, 2019, the Board provided direction to County's real property negotiators to reach terms of the sale with the selected buyer CalCHA, who subsequently backed out of negotiations.
- I.** On August 20, 2019, staff recommended to the Board that County negotiate with one of the remaining proposers, EAH, Inc., a nonprofit housing provider, based on multiple factors including price, public benefit and level of affordability, and staff pursued said negotiations until February 3, 2020, at which time EAH withdrew from the process as the inclusionary affordable member of the development team and its partners terminated negotiations.
- J.** On April 6, 2020, County staff submitted a letter to State Department of Housing and Community Development, Division of Housing Policy Development (“HCD”) in accordance with the requirements of the Act, providing detail on County’s efforts since 2015 to surplus the Property through the surplus procedures, stating County’s belief that it had fully complied with the requirements of the Act, and requesting authority to proceed with an effort to sell the Property to private buyer(s).

- K. On May 14, 2020, HCD confirmed in writing that it has reviewed and considered the documentation submitted by County regarding County efforts to surplus the Property commencing in 2014, a second time in 2017 and most recently in 2019, and that based on that documentation and pursuant to Government Code section 54230.5(c), County could proceed with the private sale of the Property.
  
- L. At its August 31, 2021 meeting, the Board directed the General Services Department to take the following actions to complete the sale of the Property: (a) dispose of the Property pursuant to a private market sale conducted through an on line auction, with sealed bids to be delivered by November 9, 2021 and oral bidding to be conducted immediately thereafter; and (b) staff to return to the Board on November 16, 2021 with a recommendation on acceptance of the highest offer after conclusion of the oral bidding for consideration and approval by the Board and execution of a purchase and sale agreement with said selected buyer, or to reject all bids.
  
- M. County retained previously qualified brokers, CBRE, Inc. and North Bay Property Advisors (collectively, "Brokers"), to market the Property for private sale. At its August 31, 2021 meeting the Board authorizing the commencement of marketing on or about September 7, 2021 through an online auction ("Auction") platform hosted by Ten-X <https://www.ten-x.com/> . The Brokers will conduct tours of the Property for interested buyers. The Auction site described the purchase opportunity and the required terms of the sale and provided photos, past reports and investigations, title report and additional information on the Property to potentially interested buyers, and established the deadline for submittal of a sealed bids to be not later than 9:00 am PST on November 9, 2021; and (ii) County also sent out a notice of the availability of the Property for purchase on the private market through its purchasing portal to interested registered parties.
  
- N. At its meeting on August 31, 2021, the Board directed the publication of a notice which confirmed County's Resolution of Intent passed by not less than a two-thirds vote of all of its members, declaring County's intention to sell the Property consistent with Resolution 2021-\_\_\_\_\_, which Resolution confirmed the purchase terms and process for receiving, examining and negotiating responsive sealed bid offers and conducting oral bidding, at which time the Board delegated to the General Services Department Director ("Director") the authority to establish to review all offers received by the Auction deadline and to further negotiate with any and all offerors, in cooperation with the Brokers, to obtain the best overall value for County based on all terms.
  
- O. Thereafter, the County Staff and the Brokers conducted negotiations with the offerors submitting responsive, highest and best offers and obtain said offerors' best and final offer and provide said final offers with its recommendation for acceptance to be presented by the Director to the Chair of the Board of Supervisors which was considered at the regular Board of Supervisors meeting held on November 16, 2021.



- P. On November 16, 2021, pursuant to Government Code section 25535, the Board adopted Resolution No. 2021-\_\_\_\_\_, selecting Buyer as the purchaser of the Property after completion of a sale and disposition process pursuant to Government Code Section 25539. Pursuant to said Resolution No. 2021-\_\_\_\_\_, the Board directed that County convey the Property subject to an affordable housing covenant which will require Buyer to comply with a restrictive covenant (the "Covenant") to be recorded by County against the Property prior to close of escrow, to require that, if the Property is subsequently developed for residential purposes, Buyer construct at least fifteen percent (15%) of the total number of any and all dwelling units (the "Affordable Units"), to either be sold at affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, or rented at affordable rent, as defined in Section 50053 of the Health and Safety Code, to lower income households, as defined in Section 50079.5 of the Health and Safety Code, or very low income households, as defined in Section 50105 of the Health and Safety Code.
- Q. This Agreement sets forth the Covenant. The Parties acknowledge that they are executing this Agreement at a time when there is no approved project, and the scope and character of any future project is unknown to the Parties. It is acknowledged that the City of Santa Rosa is the entitling agency for any and all development plans of Buyer, and that County shall not have any authority to approve the scope or character of any such plans. The Parties anticipate that Buyer and the City may execute and record one or more regulatory agreement(s) specifically identifying the Affordable Units to be developed and constructed on portions of the Property and setting forth the covenants applicable thereto ("Regulatory Agreement"), which may describe with sufficient particularity the terms of the construction and restricted uses of the Affordable Units such that the Regulatory Agreement, when executed and recorded, satisfies the requirements of Government Code section 54233, and the purpose of this Agreement. It is anticipated that once the Regulatory Agreement(s) between City and Buyer is/are recorded and all the Affordable Units are built, if such agreements satisfy the conditions of Government Code section 54233 that this Agreement and the Covenant are intended to satisfy, County will record an instrument confirming that the terms of this Agreement have been fulfilled and County shall reconvey and release this Agreement, except to that portion of the Property where the Affordable Units are built and except to the extent this Agreement is required to comply with Government Code section 54233.

**NOW, THEREFORE**, in consideration of the promises set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows. The foregoing recitals are hereby incorporated by reference and made part of this Agreement.

## **AGREEMENT**

### **ARTICLE 1 DEFINITIONS AND EXHIBITS**

Section 1.1 **Definitions.** In addition to those terms defined in the Recitals, the terms listed here have the following meanings in this Agreement:

(a) "Adjusted for family size appropriate to the unit" shall be determined consistent with Section 50052.5(h) of the California Health and Safety Code, as amended, or any successor statute thereto, subject to the application of federal rules associated with Project financing sources.

(b) "Affordable Ownership Price" means a sales price that includes a reasonable down payment and results in a Monthly Housing Payment during the first calendar year of a household's occupancy that (i) for Low Income Households, is equal to or less than one-twelfth (1/12) of thirty percent (30%) of seventy percent (70%) of Area Median Income, as adjusted for Assumed Household Size; and (ii) for Very Low Income Households, is equal to or less than one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Area Median Income, as adjusted for Assumed Household Size, as calculated consistent with Health & Safety Code Section 50052.5, as amended, or any successor statute thereto.

(c) "Affordable Rent" means monthly Rent that: (i) for Low Income Households, is equal to or less than one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Area Median Income, as adjusted for Assumed Household Size; and (ii) for Very Low Income Households, is equal to or less than one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Area Median Income, as adjusted for Assumed Household Size, as calculated consistent with Health & Safety Code Section 50053, as amended, or any successor statute thereto. If a tenant receives Section 8 housing assistance payments, the "Affordable Rent" requirement shall apply to the portion of such amount paid by the tenant.

(d) "Area Median Income" means the median income applicable to Sonoma County, adjusted for actual household size, as published annually by the California Department of Housing and Community Development in Title 25, Section 6932 of the California Code of Regulations (or successor provision) pursuant to California Health and Safety Code Section 50093(c).

(e) "Assumed Household Size" means one person in a studio dwelling unit, two persons in a one bedroom dwelling unit, three persons in a two bedroom dwelling unit, and one additional person for each additional bedroom thereafter.

(f) "Eligible Household" means a household that is a Low Income Household or a Very Low Income Household.

(g) "Low Income Household" means a household whose annual household income does not exceed the low income limits applicable to Sonoma County as published annually pursuant to Title 25, Section 6932, of the California Code of Regulations (or its successor provision) by the California Department of Housing and Community Development.

(h) "Monthly Housing Payment" includes monthly payment of mortgage interest and principal, property taxes, mortgage insurance, homeowner's insurance, homeowners' association dues, assessments paid by homeowners, and a reasonable allowance for utilities (excluding telephone service and cable television).

(i) "Rent" means the total of monthly payments required to be paid by a tenant for the following: use and occupancy of an Affordable Unit and associated facilities, including parking; any

separately charged fees or service charges assessed by Buyer and required to be paid by the tenant other than security deposits; utilities paid by the tenant, if any, which may include garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, excluding telephone service or cable television; and any other interest, taxes, fees or charges paid by the tenant in connection with the use of the Affordable Unit or associated facilities and assessed by a public or private entity other than Buyer.

(j) “Term” is the period of time: (1) beginning on the date that a permanent certificate of occupancy is issued for all of the affordable rental housing units and ending fifty-five (55) years following that date; and (2) beginning on the date that a permanent certificate of occupancy is issued for all affordable ownership housing units and ending forty-five (45) years following that date, in accordance with Government Code Section 54233.5.

(k) “Very Low Income Household” means a household whose annual household income does not exceed the very low income limits applicable to Sonoma County as published annually pursuant to Title 25, Section 6932, of the California Code of Regulations (or its successor provision) by the California Department of Housing and Community Development.

Section 1.2 Exhibits. The following Exhibit is attached and incorporated into this Agreement:

Exhibit A Legal Description of the Property

## **ARTICLE 2 AFFORDABILITY AND OCCUPANCY COVENANTS**

Section 2.1 Affordable Housing Requirements.

(a) Affordable Units. At least fifteen percent (15%) of the total dwelling units to be developed on the Property shall be constructed on the Property and shall be Affordable Units that shall be sold at an Affordable Ownership Price to Eligible Households, or rented at Affordable Rent to Eligible Households. The Affordable Units shall be used only as residences for the Term of this Agreement.

(b) Satisfaction of Affordable Housing Requirements. The affordable housing requirements contained in this Agreement shall be satisfied with respect to the Property: (i) when Buyer constructs, or causes to be constructed, and completes the construction of the Affordable Units meeting the requirements of this Agreement; and (ii) for the Term of this Agreement, Buyer sells or rents all Affordable Units to Eligible Households at an Affordable Ownership Price or Affordable Rent, as applicable, in compliance Section 2.1(a) above.

(c) Recordation of Agreement. Concurrently with close of escrow on sale of the Property to Buyer, this Agreement shall be duly executed by County and Buyer and recorded against the Property in the Official Records of the County of Sonoma, consistent with the requirements of Section 54233 of the Act.

Section 2.2 Term of Agreement; Release of Property from Agreement.

(a) Term of Agreement. The provisions of this Agreement shall apply to the Property for the entire Term unless released as described in subsection (c) below. This Agreement shall bind any successor, heir, or assign of Buyer, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by County. County intends to sell the Property to Buyer on the condition, and in consideration of, this provision, and would not do so otherwise.

(b) Covenant Running with the Land. The covenants and conditions herein contained shall apply to and bind, during their respective periods of fee ownership, Buyer and its heirs, executors, administrators, successors, transferees, and assignees having or acquiring any right, title, or interest in or to any part of the Property, whether by operation of law or in any manner whatsoever, and shall run with and burden the Property for the Term of this Agreement until terminated in accordance with this Section. All of the provisions of this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable laws, including without limitation Section 1468 of the California Civil Code. Each covenant to do, or to refrain from doing, some act on the Property hereunder: (i) is for the benefit of the Property and is a burden on the Property; (ii) runs with the Property; and (iii) is binding upon each party and each successive owner during its ownership of the Property or any portion thereof, and shall be a benefit to and a burden upon each party and the Property or any portion thereof, hereunder and each other person or entity succeeding in an interest to the Property or any portion thereof.

(c) Release of Agreement.

(i) Upon completion of all of the Affordable Units and the sale or rental of all of the Affordable Units at Affordable Ownership Price or Affordable Rent, as applicable, to Eligible Households for the Term of this Agreement, County shall release and discharge all portions of the Property except the parcels occupied by the Affordable Units pursuant to the Regulatory Agreement, from the burdens of this Agreement within thirty (30) days following written notice from Buyer, if at the time Buyer is in compliance with all terms of this Agreement.

(ii) Prior to the expiration of the Term, Buyer shall provide all notifications required by Government Code Sections 65863.10 and 65863.11 or successor provisions and any other notification required by any state, federal, or local law.

(iii) Upon the expiration of the Term, County shall execute and record a release of all portions of the Property from the burdens of this Agreement within thirty (30) days following written notice from Buyer, if at the time Buyer is in compliance with all terms of this Agreement, including without limitation, Buyer's compliance with subparagraph (c) (ii) of this Section.

(iv) It is acknowledged that the City of Santa Rosa is the entitling agency for any and all development plans of Buyer, and that County shall not have any authority to approve the scope or character of any such plans. Therefore, the Parties are uncertain as to the

total number of residential units, if any, that may be constructed upon the Property, and the terms of any Regulatory Agreements that may describe with more particularity than this Agreement, the construction and use of Affordable Units. If any Regulatory Agreement, when executed and recorded, satisfies the requirements of Government Code section 54233, and the purpose of this Agreement, by requiring the construction and use of sufficient Affordable Units in a manner whereby compliance with such Regulatory Agreement is sufficient to satisfy the terms of this Agreement, then County shall record an instrument confirming that the performance of the Regulatory Agreement satisfies the terms of this Agreement, and reconvey the interest created by this Agreement and release the Property therefrom. Any such release and reconveyance shall be with respect to the entire Property, except to that portion of the Property where the Affordable Units are built or are to be built, and to the extent necessary to comply with Government Code section 54233. It is the intention of the Parties that for the Term of this Agreement, all restrictions on use and construction of residential units as set forth in Government Code section 54233 shall be in place as required by section 54233, and County shall have no obligation to reconvey any interest to Buyer where such reconveyance would cause a violation of the terms thereof.

Section 2.3 Nondiscrimination. Buyer shall not discriminate against persons or groups of persons on account of race, color, religion, creed, sex, sexual orientation, marital status, familial status, ancestry or national origin in the use, sale, transfer, occupancy, lease, tenure or enjoyment of the Property, nor shall Buyer or any person claiming under or through Buyer establish or permit any such practice or practices of discrimination or segregation with respect to use or occupancy of the Property.

### **ARTICLE 3 DEFAULT AND REMEDIES**

Section 3.1 Default. Failure of Buyer to cure any default in Buyer's obligations under the terms of this Agreement within thirty (30) days after the delivery of a written notice of default from County (or such longer period of time up to an additional one hundred twenty (120) days as may be necessary to remedy such default, provided that Buyer has commenced action during the thirty (30) days necessary to remedy such default, and Buyer is proceeding with reasonable diligence to remedy such default) will constitute a default under this Agreement, and, in addition to any other remedy authorized by law or equity for breach of this Agreement, County may exercise any and all remedies available to it with respect to Buyer's failure to satisfy the terms of this Agreement, including but not limited to:

(a) instituting against Buyer, or other parties, a civil action for declaratory relief, injunction or any other equitable relief, or relief at law, including without limitation an action to rescind a transaction and/or to require repayment of any funds received in connection with such a violation; and

(b) where one or more persons have received financial benefit as a result of a violation of this Agreement, County may assess, and institute legal action to recover as necessary, a penalty in any amount up to and including the amount of financial benefit received,

in addition to recovery of other benefits received;

(c) prosecuting a misdemeanor against any person who has violated the County Code; and

(d) any other remedies authorized by the County Code.

Section 3.2 Enforcement by Third Parties. As required by Section 54233 of the Act, any default in Buyer's obligations under the terms of this Agreement shall also be enforceable against Buyer by any of the entities described in subdivisions (a) through (f), inclusive, of Government Code Section 54222.5.

Section 3.3 Remedies Cumulative. No right, power, or remedy given to County by the terms of this Agreement is intended to be exclusive of any other available right, power, or remedy; but each and every such right, power, or remedy shall be cumulative and shall be in addition to every other right, power, or remedy given under this Agreement or now or hereafter existing at law, in equity, or by statute or ordinance. Neither the failure nor any delay on the part of County to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 3.4 Attorneys Fees. In any proceeding brought to enforce rights under this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and costs in addition to any other recovery under this Agreement. Whether or not litigation is instituted, County shall be entitled to receive from any person violating this Agreement, in addition to any remedy otherwise available under this Agreement, the costs of enforcing this Agreement, including without limitation reasonable attorney's fees and costs of County staff.

Section 3.5 Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Project or the Property, and the purchaser at any trustee's sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale. Promptly upon determining that a violation of this Agreement has occurred, County shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Project or the Property that such violation has occurred.

Section 3.6 Estoppel Certificate. At any time during the term hereof, County, Buyer, or any party owning an interest in the Property may request an estoppel certificate from Buyer or County attesting to such party's compliance with the terms and provisions of this Agreement. A party making a request for an estoppel certificate shall provide Buyer or County, as applicable, with all documentation reasonably necessary for Buyer or County to form an opinion as to compliance or non-compliance with the provisions hereof. After receiving such a request and the necessary supporting documentation, Buyer or County, as applicable, shall respond, in writing, within fifteen

(15) calendar days following the date of receipt and shall either confirm compliance with the terms and provisions of this Agreement or shall state in reasonable detail any alleged failure to comply and the steps necessary to cure such lack of compliance

#### **ARTICLE 4 GENERAL PROVISIONS**

Section 4.1 Appointment of Other Entities. At its sole discretion, County may designate any other public agency, for-profit, or non-profit entity to perform County's obligations under this Agreement. County shall notify Buyer of any such designee pursuant to this Section 4.3 of this Agreement.

Section 4.2 Subordination. In no event shall this Agreement be subordinated to any mortgage, deed of trust, or other method of security encumbering Buyer's estate in the Property.

Section 4.3 Notices. All notices required pursuant to this Agreement shall be in writing and may be given by personal delivery or by registered or certified mail, return receipt requested, with a courtesy copy sent concurrently via email, to the Party to receive such notice at the address set forth below:

To County:

County of Sonoma  
General Services Department  
2300 County Center Drive, Suite A200  
Santa Rosa, CA 95403  
Attn: Caroline Judy, Director 707.565.8058  
Email: Caroline.Judy@sonoma-county.org

With a copy to:

County of Sonoma  
Office of the County Counsel  
575 Administration Drive, Room 105A  
Santa Rosa, CA 95403  
Attn: Robert Pittman 707.565.3310  
Email: Robert.Pittman@sonoma-county.org

To Buyer:

Attn:  
Email:  
Copy to:

Further Copy to:

Any party may change the address to which notices are to be sent by notifying the other parties of the new address, in the manner set forth above. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 4.4 Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior arrangements and understandings between the parties, and no other agreement, statement, or promise made by the parties which is not contained in this Agreement shall be binding or valid. No modification of this Agreement shall be binding unless reduced to writing and signed by the parties.

Section 4.5 Interpretation. The parties to this Agreement have read and reviewed this Agreement and agree that this Agreement reflects the mutual intentions of the parties and any rule of construction (including, but not limited to, Civil Code Section 1654 as may be amended from time to time) to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretations of this Agreement. The terms of this Agreement shall be interpreted so as to insure to the maximum extent possible that the Affordable Units are used for affordable housing and are occupied by Eligible Households.

Section 4.6 Applicable Law and Venue. The laws of the State of California shall govern this Agreement. Venue for any dispute arising out of this Agreement shall be Sonoma County, California.

Section 4.7 Hold Harmless and Indemnification. Buyer will indemnify and hold harmless (without limit as to amount), with counsel approved by County and its elected officials, officers, employees, and agents in their official capacity (hereinafter collectively referred to as "Indemnitees"), and any of them, from and against all claims, damages, losses, liabilities, actions, causes of action, expenses, and demands whatsoever, including without limitation attorney's fees arising out of the performance of this Agreement (collectively "Claims"), arising out of or relating in any manner as a result of or in connection with Buyer's construction, sale, management, or operation of the Affordable Units, or Buyer's performance or non-performance of any obligation as and when required by this Agreement, caused in whole or part by any negligent act or omission of Buyer, except where caused by the gross negligence or willful misconduct of County, and shall protect and defend Indemnitees, and any of them with respect thereto. The provisions of this Section 4.7 shall survive expiration or other termination of this Agreement or any release of part or all of the Property from the burdens of this Agreement, and the provisions of this Section 4.7 shall remain in full force and effect.

Section 4.8 Waivers. Any waiver by County of any obligation or condition in this Agreement must be in writing. No waiver shall be implied from any delay or failure by County to take action on any breach or default of Buyer or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Buyer to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this



Agreement. Consent by County to any act or omission by Buyer shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for County's written consent to future waivers.

Section 4.9 Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 4.10 Amendment of Agreement. This Agreement, and any section, subsection, or covenant contained herein, may be amended only upon the written consent of County and Buyer.

Section 4.11 Governmental Standards. In the event any standard established and maintained by any governmental agency which is necessary to give effect to this Agreement ceases to exist, and no comparable replacement is issued, County shall create a replacement standard utilizing the formula and factors previously used to create the discontinued standard.

Section 4.12 Authority. This Agreement has been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Buyer, and all actions required under Buyer's organizational documents and applicable governing law for the authorization, execution, delivery, and performance of this Agreement have been duly taken.

Section 4.13 Survival; No Merger. All of the terms, provisions, representations, warranties and covenants of the parties under this Agreement shall survive the close of escrow of any sale of the Property or the Affordable Units and shall not be merged in any deed transferring the Property or the Affordable Units.

Section 4.14 Further Assurances. The parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

Section 4.15 Multiple Originals; Counterpart. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 4.16 Severability. In the event any limitation, condition, restriction, covenant, or provision contained in this Agreement is to be held invalid, void or unenforceable by any court of competent jurisdiction, or if any provision of this Agreement is rendered invalid or unenforceable pursuant to any California statute which became effective after the effective date of this Agreement, the remaining portions of this Agreement shall nevertheless remain in full force and effect.

Section 4.17 Time is of the Essence. Time is of the essence in the performance of this Agreement.

Section 4.18 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing Party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

**BUYER:**

\_\_\_\_\_, a

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**COUNTY:**

COUNTY OF SONOMA, a political  
subdivision of the State of California

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM  
FOR COUNTY:

\_\_\_\_\_  
Robert Pittman  
County Counsel

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 \_\_\_\_\_, before me, \_\_\_\_\_, the undersigned, a notary public for the state, personally appeared \_\_\_\_\_, proved to me to be the person(s) whose name(s) is/are subscribed to the within instrument, as a witness thereto, on the oath of \_\_\_\_\_, a credible witness who is known to me and provided a satisfactory identifying document. \_\_\_\_\_, being by me duly sworn, deposed and said that he/she/they was present and saw/heard \_\_\_\_\_, the same person(s) described in and whose name(s) is/are subscribed to the within, or attached, instrument in his/her/their authorized capacity(ies) as a party(ies) thereto, execute or acknowledge executing the same, and that said affiant subscribed his/her/their name(s) to the within instrument as a witness at the request of \_\_\_\_\_.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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 \_\_\_\_\_, before me, \_\_\_\_\_, the undersigned, a notary public for the state, personally appeared \_\_\_\_\_, proved to me to be the person(s) whose name(s) is/are subscribed to the within instrument, as a witness thereto, on the oath of \_\_\_\_\_, a credible witness who is known to me and provided a satisfactory identifying document. \_\_\_\_\_, being by me duly sworn, deposed and said that he/she/they was present and saw/heard \_\_\_\_\_, the same person(s) described in and whose name(s) is/are subscribed to the within, or attached, instrument in his/her/their authorized capacity(ies) as a party(ies) thereto, execute or acknowledge executing the same, and that said affiant subscribed his/her/their name(s) to the within instrument as a witness at the request of \_\_\_\_\_.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

Chanate Road Medical Complex

3313, 3322, 3323, 3325, 3333 and 3410 Chanate Road

Santa Rosa, California 95404

APNs: 180-090-001; 180-090-002; 180-090-003; 180-090-004; 180-090-005; 180-090-006;

180-090-008; 180-090-009; 180-090-010;

180-100-001; 180-100-029;

173-130-038

[Attach legal description from Fidelity Title Commitment]

## EXHIBIT "A"

### Legal Description

For APN/Parcel ID(s): 180-090-001-000, 180-090-002-000, 180-090-003-000, 180-090-004-000, 180-090-005-000, 180-090-006-000, 180-090-008-000, 180-090-009-000, 180-090-010-000, 180-100-001-000, 180-100-029-000 and and 173-130-038-000

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

#### TRACT ONE (APN: 180-090-002-000 AND 173-130-038-000):

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B.&M., CITY OF SANTA ROSA, STATE OF CALIFORNIA, BEING A PORTION OF LANDS CONVEYED TO THE COUNTY OF SONOMA BY DEEDS RECORDED IN THE OFFICE OF THE SONOMA COUNTY RECORDER IN BOOK 52 OF DEEDS PAGE 435, BOOK 478 OF OFFICIAL RECORDS, PAGE 402, BOOK 2490 OF OFFICIAL RECORDS, PAGE 896, BOOK 3252 OF OFFICIAL RECORDS, PAGE 767, AND BOOK 3268 OF OFFICIAL RECORDS, PAGE 803, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LANDS OF THE COUNTY OF SONOMA DESCRIBED IN THAT CERTAIN DEED RECORDED IN BOOK 2490 OF OFFICIAL RECORDS, PAGE 896, SONOMA COUNTY RECORDS, BEING ALSO THE MOST SOUTHERLY CORNER OF LOT 56 AS DESIGNATED AND SHOWN ON THAT CERTAIN MAP ENTITLED "COBBLESTONE," FILED IN BOOK 280 OF MAPS, AT PAGES 45 THROUGH 49, S.C.R., SAID CORNER BEING MONUMENTED WITH A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE ALONG THE COMMON BOUNDARY BETWEEN SAID LANDS OF THE COUNTY OF SONOMA AND SAID LOT 56 NORTH 64° 16' 33" WEST, 95.74 FEET; THENCE NORTH 22° 47' 42" WEST, 279.64 FEET; THENCE NORTH 24° 02' 43" WEST, 155.94 FEET; THENCE NORTH 42° 25' 04" WEST, 120.07 FEET; THENCE NORTH 48° 37' 12" WEST, 209.32 FEET; THENCE NORTH 55° 11' 33" WEST, 11.67 FEET TO A 3/4" IRON PIPE MONUMENT, MARKED CSSC, LOCATED AT THE MOST NORTHERLY CORNER OF SAID LANDS OF THE COUNTY OF SONOMA DESCRIBED IN THAT CERTAIN DEED RECORDED IN BOOK 3268 OF OFFICIAL RECORDS, PAGE 803, S.C.R.; THENCE LEAVING THE BOUNDARY OF SAID LOT 56 AND RUNNING ALONG THE COMMON BOUNDARY BETWEEN SAID LANDS OF THE COUNTY OF SONOMA AND LOT 1 AS DESIGNATED AND SHOWN ON THAT CERTAIN MAP ENTITLED "CHANATE MEDICAL CENTER, AN OFFICE CONDOMINIUM," FILED IN BOOK 294 OF MAPS, AT PAGES 13 THROUGH 15, S.C.R., SOUTH 56° 18' 14" WEST, 149.91 FEET; THENCE SOUTH 33° 31' 55" EAST, 240.00 FEET; THENCE SOUTH 5° 50' 05" WEST, 234.00 FEET; THENCE SOUTH 41° 45' 06" WEST, 155.32 FEET TO A 3/4" DIAMETER IRON PIPE LOCATED AT THE MOST WESTERLY CORNER OF SAID LANDS OF THE COUNTY OF SONOMA DESCRIBED IN BOOK 3268 OF OFFICIAL RECORDS, PAGE 803, S.C.R.; THENCE ALONG THE COMMON BOUNDARY BETWEEN SAID LANDS OF THE COUNTY OF SONOMA AND THOSE CERTAIN LANDS DESIGNATED AND SHOWN WITHIN THE BORDER OF "NEILSON ESTATES," FILED JANUARY 13, 1994 IN BOOK 519 OF MAPS, AT PAGES 1 THROUGH 5, SONOMA COUNTY RECORDS, SOUTH 4° 55' 58" EAST, 88.97 FEET;

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## EXHIBIT "A"

### Legal Description

THENCE SOUTH 29° 14' 48" EAST, 37.37 FEET; THENCE SOUTH 39° 04' 13" EAST, 84.60 FEET; THENCE SOUTH 22° 57' 49" EAST, 160.76 FEET TO THE MOST EASTERLY CORNER OF SAID "NIELSON ESTATES,"; THENCE ALONG THE NORTHERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA DESCRIBED IN [BOOK 52 OF DEEDS, AT PAGE 435](#), NORTH 59° 50' 08" EAST, 108.50 FEET TO A 1/2" DIAMETER IRON PIPE TAGGED R.C.E. 17913; THENCE LEAVING SAID LINE SOUTH 30° 34' 50" EAST, 214.45 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 8° 42' 57" WEST, 80.51 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E., 17913; THENCE SOUTH 19° 18' 22" EAST, 78.02 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913, LAYING ON THE NORTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN THAT CERTAIN GRANT DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA, RECORDED IN [BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533](#), S.C.R.; THENCE ALONG SAID LINE NORTH 69° 40' 36" EAST, 267.72 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 574.00 FEET, THROUGH A SUBTENDED ARC OF 19° 06' 06" A DISTANCE OF 191.36 FEET; THENCE NORTH 88° 46' 42" EAST, 29.39 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE LEAVING SAID LINE NORTH 19° 02' 26" WEST, 101.96 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 9° 58' 44" EAST, 38.84 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 56° 18' 57" WEST, 53.26 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 37° 58' 01" WEST, 119.08 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 5° 36' 10" EAST, 99.97 FEET TO A 1/2" DIAMETER IRON PIPE TAGGED R.C.E. 17913; THENCE NORTH 37° 05' 57" WEST, 110.29 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST, 305.22 FEET BETWEEN CITY OF SANTA ROSA CONTROL MONUMENTS G-488 AND G-489, AS SHOWN ON PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27, SONOMA COUNTY RECORDS.

**PURSUANT TO THAT CERTAIN GRANT DEED, RECORDED JANUARY 11, 1996, [INSTRUMENT NO. 1996-0002848, OF OFFICIAL RECORDS.](#)**

#### **TRACT TWO ([APN: 180-090-010-000](#)):**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B.&M., CITY OF SANTA ROSA, STATE OF CALIFORNIA, BEING A PORTION OF THOSE CERTAIN LANDS CONVEYED BY L.S.A. MURDOCK TO THE COUNTY OF SONOMA BY DEED RECORDED JANUARY 7, 1876 IN [BOOK 52 OF DEEDS, AT PAGE 435](#), SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LAYING ON THE WESTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA, SAID POINT BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, AS DESIGNATED AND SHOWN ON CITY OF SANTA ROSA PARCEL MAP NO. 373, FILED DECEMBER 6, 1982 IN BOOK 339 OF MAPS AT PAGE

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment for Title Insurance (08/01/2016)



## EXHIBIT "A"

### Legal Description

44 AND 45, SONOMA COUNTY RECORDS AND BEING MONUMENTED BY A 5/8" DIAMETER REBAR CAPPED R.E. 7538; THENCE LEAVING SAID WESTERLY LINE SOUTH 89° 16' 56" EAST, 232.62 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 63° 04' 24" EAST, 136.65 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 34° 00' 29" EAST, 77.43 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 2° 40' 29" EAST, 22.71 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 61° 39' 21" EAST, 145.53 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 17° 18' 42" WEST, 135.61 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; LAYING ON THE SOUTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN THAT CERTAIN DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA, RECORDED IN [BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533 SONOMA COUNTY RECORDS](#); THENCE ALONG SAID LINE SOUTH 69° 40' 36" WEST, 23.49 FEET; THENCE NORTH 20° 19' 24" WEST, 5.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE FROM WHICH WHOSE RADIUS POINT BEARS NORTH 20° 19' 24" WEST, 814.00 FEET DISTANT; THENCE WESTERLY ALONG SAID CURVE THROUGH A SUBTENDED ARC OF 32° 54' 39" A DISTANCE OF 467.56 FEET TO A POINT LAYING ON THE WESTERLY BOUNDARY OF SAID LANDS OF THE COUNTY OF SONOMA; THENCE ALONG SAID LINE SOUTH 0° 29' 28" WEST, 309.83 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST, 305.22 FEET BETWEEN CITY OF SANTA ROSA CONTROL MONUMENTS G-488 AND G-489 AS SHOWN ON PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27 SONOMA COUNTY RECORDS.

**PURSUANT TO THAT CERTAIN GRANT DEED, RECORDED JANUARY 11, 1996, [INSTRUMENT NO. 1996-0002849, OF OFFICIAL RECORDS](#).**

#### **TRACT THREE ([APN: 180-090-009-000](#)):**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B.&M., CITY OF SANTA ROSA, STATE OF CALIFORNIA BEING A PORTION OF THOSE CERTAIN LANDS CONVEYED BY L.S.A. MURDOCH TO THE COUNTY OF SONOMA, BY DEED RECORDED JANUARY 7, 1876 IN [BOOK 52 OF DEEDS, AT PAGE 435](#), SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LAYING ON THE WESTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA, SAID POINT LAYING ALSO ON THE DESCRIBED CENTERLINE OF THAT CERTAIN SANITARY SEWER EASEMENT CONVEYED BY THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA BY DEED RECORDED JUNE 11, 1956 UNDER [SERIAL NO. E-84378](#), SONOMA COUNTY RECORDS; THENCE ALONG SAID WESTERLY LINE NORTH 0° 43' 04" EAST, 47.23 FEET TO THE TRUE POINT OF BEGINNING; THENCE RUNNING PARALLEL TO AND 25.00 FEET NORTHERLY OF, MEASURED PERPENDICULAR TO SAID EASEMENT CENTERLINE, SOUTH 31° 14' 20" EAST, 94.24 FEET; THENCE NORTH 83° 47' 01" EAST, 343.32 FEET; THENCE SOUTH 73° 06' 20"

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ALTA Commitment for Title Insurance (08/01/2016)





## EXHIBIT "A"

### Legal Description

EAST, 168.71 FEET TO A POINT LAYING ON THE WESTERLY BOUNDARY OF THOSE CERTAIN LANDS CONVEYED BY THE COUNTY OF SONOMA TO THE SONOMA COUNTY WATER AGENCY BY DEED RECORDED IN [BOOK 1817 OF OFFICIAL RECORDS, AT PAGE 872](#), SONOMA COUNTY RECORDS; THENCE ALONG SAID BOUNDARY NORTH 58° 45' 07" EAST, 373.83 FEET; THENCE NORTH 7° 30' 50" EAST, 176.04 FEET; THENCE NORTH 2° 48' 54" EAST, 115.05 FEET; THENCE NORTH 14° 38' 08" WEST, 172.24 FEET TO AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF LOT 1 AS DESIGNATED AND SHOWN ON CITY OF SANTA ROSA PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27 SONOMA COUNTY RECORDS; THENCE ALONG SAID BOUNDARY SOUTH 75° 21' 52" WEST, 95.84 FEET; THENCE NORTH 43° 59' 29" WEST, 222.41 FEET; THENCE NORTH 17° 18' 42" WEST, 202.30 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, THROUGH A SUBTENDED ARC OF 86° 59' 18" A DISTANCE OF 37.96 FEET; THENCE RADIAL TO SAID CURVE NORTH 20° 19' 24" WEST, 5.00 FEET TO A POINT LAYING ON THE SOUTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN THAT CERTAIN GRANT DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA, RECORDED IN [BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533](#), SONOMA COUNTY RECORDS; THENCE ALONG SAID LINE SOUTH 69° 40' 36" WEST, 73.53 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE LEAVING SAID LINE SOUTH 17° 18' 42" EAST, 135.61 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 61° 39' 21" WEST, 145.53 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 2° 40' 29" WEST, 22.71 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 34° 00' 29" WEST, 77.43 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 63° 04' 24" WEST, 136.65 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE NORTH 89° 16' 56" WEST, 232.62 FEET TO A POINT LAYING ON THE WESTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA, SAID POINT BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11, AS DESIGNATED AND SHOWN UPON CITY OF SANTA ROSA, PARCEL MAP NO. 373, FILED DECEMBER 6, 1982 IN [BOOK 339 OF MAPS, AT PAGES 44 AND 45](#), SONOMA COUNTY RECORDS AND BEING MONUMENTED BY A 5/8" DIAMETER REBAR CAPPED R.E. 7538; THENCE ALONG SAID WESTERLY LINE SOUTH 0° 43' 04" WEST, 552.20 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST, 305.22 FEET BETWEEN CITY OF SANTA ROSA CONTROL MONUMENTS G-488 AND G-489, AS SHOWN ON PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27, SONOMA COUNTY RECORDS.

**PURSUANT TO THAT CERTAIN GRANT DEED, RECORDED JANUARY 11, 1996, [INSTRUMENT NO. 1996-0002850, OF OFFICIAL RECORDS.](#)**

**TRACT FOUR ([APN: 180-090-001-000](#)):**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B.&M., CITY OF SANTA ROSA, STATE OF CALIFORNIA, BEING A PORTION OF THOSE

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## EXHIBIT "A"

### Legal Description

CERTAIN LANDS CONVEYED BY L.S.A. MURDOCK TO THE COUNTY OF SONOMA, BY DEED RECORDED JANUARY 7, 1876 IN [BOOK 52 OF DEEDS, AT PAGE 435](#), SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LAYING ON THE NORTHWESTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA, SAID POINT BEING THE MOST EASTERLY CORNER OF THAT CERTAIN SUBDIVISION OF LAND SHOWN UPON THE FINAL MAP ENTITLED "NEILSON ESTATES," FILED JANUARY 13, 1994 IN [BOOK 519 OF MAPS, AT PAGES 1](#) THROUGH 5, SONOMA COUNTY RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 59° 50' 08" EAST, 108.50 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE LEAVING SAID LINE SOUTH 30° 34' 50" EAST, 214.45 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 8° 42' 57" WEST, 80.51 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 19° 18' 22" EAST, 78.02 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913, LAYING ON THE NORTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN THAT CERTAIN GRANT DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA, RECORDED IN [BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533](#), S.C.R.; THENCE ALONG SAID LINE SOUTH 69° 40' 36" WEST, 37.50 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 761.00 FEET, THROUGH A SUBTENDED ARC OF 33° 46' 03" A DISTANCE OF 448.50 FEET TO A POINT LAYING ON THE WESTERLY LINE OF SAID LANDS OF THE; COUNTY OF SONOMA, BEING ALSO THE EASTERLY LINE OF SAID "NEILSON ESTATES;" THENCE ALONG SAID COMMON BOUNDARY NORTH 0° 29' 28" EAST, 172.68 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID COMMON BOUNDARY NORTH 59° 50' 08" EAST, 298.89 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST, 305.22 FEET BETWEEN CITY OF SANTA ROSA CONTROL MONUMENTS G-488 AND G-489, AS SHOWN ON PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27, SONOMA COUNTY RECORDS.

**PURSUANT TO THAT CERTAIN GRANT DEED, RECORDED JANUARY 11, 1996, [INSTRUMENT NO. 1996-0002851, OF OFFICIAL RECORDS](#).**

**TRACT FIVE ([APN: 180-090-003-000, 180-090-004-000, 180-090-005-000, 180-090-006-000, 180-100-001-000 AND 180-100-029-000](#)):**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN SECTION 11 AND SECTION 12, TOWNSHIP 7 NORTH, RANGE 8 WEST, M.D.B.&M., CITY OF SANTA ROSA, STATE OF CALIFORNIA, BEING ALL THAT PORTION OF LANDS CONVEYED TO THE COUNTY OF SONOMA BY DEEDS RECORDED IN THE OFFICE OF THE SONOMA COUNTY RECORDER IN [BOOK 52 OF DEEDS, AT PAGE 435](#), BOOK 129 OF OFFICIAL RECORDS, AT PAGE 366, [BOOK 346 OF OFFICIAL RECORDS, AT PAGE 207](#), AND [BOOK 2223 OF OFFICIAL RECORDS, AT PAGE 963](#), LAYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

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## EXHIBIT "A"

### Legal Description

BEGINNING AT THE MOST EASTERLY CORNER OF THOSE CERTAIN LANDS CONVEYED TO THE COUNTY OF SONOMA BY DEED RECORDED IN [BOOK 2490 OF OFFICIAL RECORDS, AT PAGE 896](#), SONOMA COUNTY RECORDS, BEING ALSO THE MOST SOUTHERLY CORNER OF LOT 56 AS DESIGNATED AND SHOWN ON THAT CERTAIN MAP ENTITLED "COBBLESTONE," FILED IN [BOOK 280 OF MAPS, AT PAGES 45](#) THROUGH 49, S.C.R. AND BEING MONUMENTED BY A 1/2" IRON PIPE TAGGED R.C.E. 17913; THENCE SOUTH 37° 05' 57" EAST, 110.29 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 5° 36' 10" WEST, 99.97 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 37° 58' 01" EAST, 119.08 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 56° 18' 57" EAST, 53.26 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 9° 58' 44" WEST, 38.84 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913; THENCE SOUTH 19° 02' 26" EAST, 101.96 FEET TO A 1/2" DIAMETER IRON PIPE, TAGGED R.C.E. 17913, LAYING ON THE NORTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN THAT CERTAIN GRANT DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA, RECORDED IN [BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533](#), S.C.R.; THENCE LEAVING SAID LINE SOUTH 1° 13' 18" EAST, 58.00 FEET TO A POINT LAYING ON THE SOUTHERLY LINE OF CHANATE ROAD AS DESCRIBED IN SAID DEED FROM THE COUNTY OF SONOMA TO THE CITY OF SANTA ROSA; THENCE ALONG SAID LINE NORTH 88° 46' 42" EAST, 227.20 FEET; THENCE LEAVING SAID LINE SOUTH 1° 13' 10" EAST, 5.00 FEET TO THE NORTHEAST CORNER OF LOT 1, AS DESIGNATED AND SHOWN ON CITY OF SANTA ROSA PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27, S.C.R.; THENCE ALONG THE BOUNDARY OF SAID LOT 1, SOUTH 18° 40' 38" EAST, 121.76 FEET; THENCE SOUTH 63° 13' 43" WEST, 23.94 FEET TO AN ANGLE POINT IN THE BOUNDARY OF THOSE CERTAIN LANDS CONVEYED BY THE COUNTY OF SONOMA TO THE SONOMA COUNTY WATER AGENCY, BY DEED RECORDED IN [BOOK 1817 OF OFFICIAL RECORDS AT PAGE 872](#), S.C.R.; THENCE LEAVING THE BOUNDARY OF SAID LOT 1 AND RUNNING ALONG THE BOUNDARY OF SAID LANDS OF THE SONOMA COUNTY WATER AGENCY SOUTH 62° 11' 09" EAST, 215.38 FEET; THENCE NORTH 83° 09' 26" EAST, 37.77 FEET; THENCE NORTH 42° 37' 35" EAST, 273.18 FEET; THENCE NORTH 12° 01' 05" EAST, 86.84 FEET; THENCE SOUTH 86° 07' 48" EAST, 108.18 FEET; THENCE SOUTH 16° 24' 15" EAST, 382.87 FEET; THENCE SOUTH 16° 47' 14" EAST, 149.04 FEET; THENCE SOUTH 42° 32' 29" EAST, 269.99 FEET; THENCE SOUTH 0° 54' 50" EAST, 125.00 FEET; THENCE SOUTH 65° 59' 04" WEST, 313.90 FEET; THENCE SOUTH 41° 43' 49" WEST, 299.99 FEET TO A POINT LAYING ON THE SOUTHEASTERLY LINE OF SAID LANDS OF THE COUNTY OF SONOMA DESCRIBED IN THAT CERTAIN DEED RECORDED IN [BOOK 52 OF DEEDS, AT PAGE 435](#), S.C.R., THE TERMINATION OF THIS DESCRIBED LINE.

BASIS OF BEARINGS: THE CENTERLINE OF CHANATE ROAD IS TAKEN AS NORTH 69° 40' 36" EAST, 305.22 FEET BETWEEN CITY OF SANTA ROSA CONTROL MONUMENTS G-488 AND G-489, AS SHOWN ON PARCEL MAP NO. 511, FILED IN [BOOK 510 OF MAPS, AT PAGES 25](#) THROUGH 27, SONOMA COUNTY RECORDS.

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## EXHIBIT "A"

### Legal Description

EXCEPTING THEREFROM THAT PORTION CONVEYED TO BUILDERS LAND DEVELOPMENT COMPANY BY GRAND DEED RECORDED AUGUST 9, 1966 IN [BOOK 2225 OF OFFICIAL RECORDS, AT PAGE 296](#), SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY GRANT DEED RECORDED OCTOBER 21, 1966 IN [BOOK 2237 OF OFFICIAL RECORDS, AT PAGE 165](#), SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY GRANT DEED RECORDED JULY 16, 1975 IN [BOOK 2978 OF OFFICIAL RECORDS, AT PAGE 533](#), SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY QUITCLAIM DEED RECORDED MAY 11, 1978 IN [BOOK 3395 OF OFFICIAL RECORDS, AT PAGE 120](#), SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY QUITCLAIM DEED RECORDED SEPTEMBER 15, 1978 IN [BOOK 3453 OF OFFICIAL RECORDS, AT PAGE 996](#), SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA ROSA BY QUITCLAIM DEED RECORDED MARCH 1, 1979 IN [BOOK 3528 OF OFFICIAL RECORDS, AT PAGE 569](#), SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF THE WESTERLY LINE OF HIDDEN VALLEY DRIVE, AS DESIGNATED AND SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "HIDDEN VALLEY ESTATES, SUBDIVISION NO. 2" FILED IN [BOOK 147 OF MAPS, AT PAGES 43 THROUGH 45, INCLUSIVE](#), SONOMA COUNTY RECORDS.

**PURSUANT TO THAT CERTAIN GRANT DEED, RECORDED JANUARY 11, 1996, [INSTRUMENT NO. 1996-0002853, OF OFFICIAL RECORDS](#).**

**TRACT SIX ([APN: 180-090-008-000](#)):**

LOT 1, AS SHOWN AND DESIGNATED ON PARCEL MAP NO. 511, FILED JULY 1, 1993 IN [BOOK 510 OF MAPS AT PAGE 25](#), SONOMA COUNTY RECORDS.

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ALTA Commitment for Title Insurance (08/01/2016)



**EXHIBIT E**  
**ADDITIONAL SELLER DISCLOSURES**

**ADDITIONAL SELLER DISCLOSURES TO  
PURCHASE AND SALE AGREEMENT WITH JOINT CLOSING INSTRUCTIONS [ITEM NO. 1000015064]  
(“THE “PURCHASE AGREEMENT””)  
BY AND BETWEEN  
COUNTY OF SONOMA (COUNTY) AND PROSPECTIVE BUYER (“BUYER”)  
FOR THE CHANATE CAMPUS, SANTA ROSA, CA (THE “PROPERTY”)**

**1. Certified Access Specialist Disclosure**

- A. County as Seller states that the Property have \_\_\_\_, or have not X been inspected by a Certified Access Specialist (CASP).
- B. If the Property have been inspected by a CASp,
  - (1) Seller states that the Property have \_\_\_\_, or have not X been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Seller shall provide Buyer a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.
  - (2) (i) Buyer has received a copy of the report at least 48 hours before executing this lease. Buyer has no right to rescind the lease based upon information contained in the report; or (ii) Buyer has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Buyer has 72 hours after execution of this lease to rescind it; or (iii) Buyer has not received a copy of the report prepared by the CASp prior to execution of this lease. Seller shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Buyer shall have up to 3 days thereafter to rescind the lease based upon information in the report.
- C. If the Property have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection, “A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial Property owner or lessor may not prohibit the Buyer or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the Buyer or tenant, if requested by the Buyer or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”
- D. Notwithstanding anything to the contrary in the Lease, any repairs or modifications necessary to correct violations of construction related accessibility standards to the Property pursuant to Civil Code Section 55.53, are the responsibility of Buyer, at its sole cost and expense.

**2. Disclosure of Material Facts.**

Seller has delivered and Buyer acknowledges receipt and its review and consideration of the following reports and the facts and information disclosed therein, as provided by the County and third parties:

- A. See attached list of “the Documents” (as defined in the Purchase and Sale Agreement) made available to Buyer via the Ten-X online auction for the Property at the Property address webpage at <https://www.ten-x.com/> digital portal, by Seller’s agents or otherwise delivered or made available to Buyer through the Ten-x online portal.
- B. Seller has delivered to Buyer and Buyer acknowledges receipt of that certain FANHD Commercial Resale Property Disclosure Report for the Property dated 10/23/20 (the “NHD Report”).
- C. Seller also discloses that the Property requires water, sewer connections and service from the City of Santa

Rosa, and is subject to the jurisdiction of the City of Santa Rosa re compliance with fire, life, safety building codes and requirements. Buyer shall be fully responsible for ascertaining all information regarding size, location, adequacy and condition of existing and necessary water and sewer supply line and all related infrastructure at the Property and adjacent or otherwise serving the Property.

3. **Notice re Asbestos under Health and Safety Code §25915 and §25915.5:** The owner of any building constructed prior to 1979, who knows that the building contains asbestos containing construction materials, shall provide notice to all tenants of the contents of any report conducted to determine its existence, its location, and the general procedures and handling restrictions necessary to prevent or minimize disturbance, release and exposure. Buyer acknowledges that Seller has provided information and documentation including sampling data re asbestos as referenced above as part of the Documents, disclosing the potential and actual existence of asbestos and asbestos containing building materials in the Property.

4. **Notice to Owners, Buyers and Buyer's Regarding Hazardous Wastes or Substances and Underground Storage Tanks:**

Comprehensive federal and state laws and regulations have been enacted in the last few years in an effort to develop controls over the use, storage, handling, cleanup, removal and disposal of hazardous wastes or substances. Some of these laws and regulations, such as, for example, the so-called "Super Fund Act", provide for broad liability schemes wherein an owner, tenant or other user of the Property may be liable for cleanup costs and damages regardless of fault. Other laws and regulations set standards for the handling of asbestos or establish requirements for the use, modification, abandonment, or closing of underground storage tanks.

It is not practical or possible to list all such laws and regulations in this Notice. Therefore, lessors and Buyers are urged to consult legal counsel to determine their respective rights and liabilities with respect to the issues described in this Notice as well as other aspects of the proposed transaction. If various materials that have been or may be in the future determined to be toxic, hazardous or undesirable, or are going to be used, stored, handled or disposed of on the Property, or if the Property has or may have underground storage tanks for storage of such hazardous materials, or that such materials may be in the equipment, improvements or soil, it is essential that legal and technical advice be obtained to determine, among other things, what permits and approvals have been or may be required, if any, the estimated costs and expenses associated with the use, storage, handling, cleanup, removal or disposal of the hazardous wastes or substances and what contractual provisions and protection are necessary or desirable. It may also be important to obtain expert assistance for site investigations and building inspections. The past uses of the Property may provide valuable information as to the likelihood of hazardous wastes or substances, or underground storage tanks being on the Property.

The term "hazardous wastes or substances" is used in this Notice in its very broadest sense and includes, but is not limited to, all those listed under Proposition 65, petroleum base products, paints and solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCBs and other chemical products. Hazardous wastes or substances and underground storage tanks may be present on all types of real Property. This Notice is, therefore, meant to apply to any transaction involving any type of real Property, whether improved or unimproved.

Although Seller will disclose any knowledge it actually possesses with respect to the existence of hazardous wastes or substances, or underground storage tanks on the Property, except as disclosed in those certain reports delivered to Buyer as referenced herein, has not made investigations or obtained reports regarding the subject matter of this Notice, except as may be described in a separate written document, studies or investigation by experts. Therefore, unless there are additional documents or studies previously disclosed and listed herein or attached to this notice, lease or contract, this will serve as notification that Seller makes no representation regarding the existence or non-existence of hazardous wastes or substances, or underground storage tanks on the Property.

Buyer should contact a professional, such as a civil engineer, geologist, industrial hygienist or other persons



with experience in these matters to advise Buyer concerning the Property.

Seller hereby discloses that: it is actively involved with removing an underground storage tank at the former Sutter Hospital Site and has provided Buyer with correspondence with the Santa Rosa Fire Dept. concerning the same, including permit(s) for removal activities and will provide Buyer when available final testing and closure reports.

5. **Americans with Disabilities Act (ADA)** On July 26, 1990, President Bush signed the federal legislation known as the Americans with Disabilities Act (ADA) into law. The purpose of the ADA is to integrate persons with disabilities into the economic and social mainstream of American life. Title III of the ADA applies to Lessors and Buyers of "places of public accommodation" and "commercial facilities", and requires that places of public accommodation undertake "readily achievable" removal of communication and access barriers to the disabled. This requirement of Title III of the ADA is effective January 26, 1992.

It is important that building owners identify and undertake "readily achievable" removal of any such barriers in the common areas, sidewalks, parking lots and other areas of the building under their control.

Buyer, at its sole cost and expense, shall assume and be responsible for all construction, alterations and modifications to the Property necessary or appropriate to comply with any and all federal, state and local laws, codes or polices associated with ADA requirements, including without limitation, that relating to removal of barriers within the workplace i.e., arrangement of interior furnishings and access within the premises, and any improvements installed by Buyer.

6. **Natural Hazards Disclosure Act:**

Seller has delivered the NHD Report to Buyer which Buyer acknowledge receipt of. The Property which is the subject of this contract may be situated in a Special Study Zone as designated under the Natural Hazards Disclosure Act, inclusive, of the California Public Resources Code; and, as such, the construction or development on this Property of any structure for human occupancy may be subject to the findings of a geologic report prepared by a geologist registered in the State of California, unless such report is waived by the City or County under the terms of that act. No representations on the subject are made by the lessor or agent, and the Buyer should make his own inquiry or investigation.

7. **Flood Hazard Area Disclosure:**

The subject Property may be situated in a "Special Flood Hazard Area" as set forth on a Federal Emergency Management Agency (FEMA) "Flood Insurance Rate Map" (FIRM) or "Flood Hazard Boundary Map" (FHBM). The law provides that, as a condition of obtaining financing on most structures located in a "Special Floods Hazard Area", lender requires flood insurance where the Property or its attachments are security for a loan. Buyer should consult with experts concerning the possible risk of flooding.

8. **Area of Potential Flooding**

County as Seller provided Buyer with the NHD Report for the Property in compliance with this requirement, Buyer agrees it has received the same and acknowledges the information and contents of said NHD. Cal. Gov't. Code; §§ 8589.4, 8589.5; Cal. Civ. Code §§ 1103 et seq.

9. **Earthquake Fault Zone & Seismic Hazard Zone**

County as Seller provided Buyer with the NHD Report for the Property in compliance with this requirement, Buyer agrees it has received the same and acknowledges the information and contents of said NHD. Cal. Pub. Res. Code §§ 2621 et seq.; Cal. Pub. Res. Code § 2694; Cal. Civ. Code §§ 1103 et seq.;

10. **Special Flood Hazard Area**

County as Seller provided Buyer with the NHD Report for the Property in compliance with this requirement, Buyer agrees it has received the same and acknowledges the information and contents of said NHD. Cal. Gov't Code § 8589.3; Cal. Civ. Code §§ 1103 et seq.

**11. Flood Disaster Insurance Requirements**

Buyer assumes all responsibility to investigate and inform itself concerning the applicability of any and all flood disaster related requirements. 42 U.S.C. § 5154a.

**12. Wildland Urban Interface (WUI) and State Responsibility Area (SRA) (Fire Hazard Area)**

County as Seller provided Buyer with the NHD Report for the Property in compliance with this requirement, Buyer agrees it has received the same and acknowledges the information and contents of said NHD. Further County delivers the attached map disclosing the location of the Property and the boundaries of the WUI and SRA. Cal. Pub. Res. Code §§ 4125, 4136; Cal. Civ. Code §§ 1103 et seq.

**13. Local Land Use Matters**

**Seller discloses the availability of the following information that may or does affect the Property.**

- A. County Wildfire Hazard Area Map – see the NHD Report.
- B. County of Sonoma Land Use GIS Maps  
<http://sonomacounty.ca.gov/PRMD/Administration/GIS/ActiveMap/>
- C. WUI: Wildland Urban Interface Map  
<https://neighborstogethersr.com/2018/06/17/wui-wildland-urban-interface-map/>
- D. City Santa Rosa GIS  
<https://maps.srcity.org/Html5Viewer/Index.html?viewer=publiccity>
- E. City Evacuation Planning and Maps  
<https://srcity.org/3254/Evacuation-Routes>
- F. CPUC Map  
<https://ia.cpuc.ca.gov/firemap/>

**14. Groundwater Basin Comprehensive Notice (if received):**

County as Seller states that the Property have \_\_\_\_, or have not \_\_X\_\_\_\_ received a notice regarding Groundwater Basin. Cal. Code of Civil Procedure § 836(f).

**15. Toxic Mold Disclosure (Pursuant to the Toxic Mold Protection Act of 2001):**

The Toxic Mold Protection Act of 2001 requires any person who sells, transfers or rents residential, commercial or industrial Property to disclose if they have ACTUAL KNOWLEDGE of a mold condition on the Property. The law also requires the California Department of Health Services to identify tolerable exposure limits and develop guidelines for toxic mold identification and remediation. Property owners will be required to provide a more detailed disclosure on toxic mold once the Department of Health Services develops and adopts standards for identifying, measuring and remediating toxic mold.

The Toxic Mold Protection Act of 2001 does NOT require that a Property owner have their Property tested for toxic mold. It also does NOT require that an agent investigate a Property for toxic mold. Property owners only need to disclose any ACTUAL KNOWLEDGE of a mold condition on their Property until the above mentioned guidelines are developed and approved. This disclosure can be made on the Real Estate Transfer Disclosure Statement (TDS 11) Form. A chapter-discussing Mold has also been added to the Environmental Hazards: A Guide for Homeowners, Buyers, Sellers and Buyer booklet that must be provided to a buyer or tenant in the transaction. The chapter contains descriptions of mold, symptoms of mold exposure, and information on testing and cleanup procedures. The chapter also lists other publications available that discuss mold and indoor air quality. For local assistance, Buyer shall contact county or city Department of Health, Housing, or Environmental Health.

Explanation of Mold Conditions on Property: (to be completed by Transfer or if they have ACTUAL



KNOWLEDGE of a mold condition on the Property.) Seller discloses the following: see the Documents previously provided to Buyer.

**16. Smoke Alarm Compliance**

Buyer agrees to assume all responsibility to comply with all applicable building and safety codes regarding installation of smoke alarms and carbon monoxide detector and similar warning equipment. Cal. Health & Safety Code §§13113.7, 13113.8, 18029.6.

**17. Water Conserving Fixtures Compliance** (For properties built and available for use or occupancy on or before January 1, 1994).

Seller discloses that the Property may not have water-conserving plumbing fixtures. Buyer expressly assumes the responsibility of determining whether water conserving fixtures exist or existing fixtures must be replaced, and if said fixtures must be replaced Buyer shall perform the same with fixtures that are in compliance with current building standards applicable to a newly constructed real Property of the same type. Additionally, water-conserving plumbing fixtures shall be operating at the manufacturer's rated water consumption at the time that the tenant takes possession. "Non compliant plumbing fixture" means any of the following: Any toilet manufactured to use more than 1.6 gallons of water per flush; Any urinal manufactured to use more than one gallon of water per flush; Any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute; Any interior faucet that emits more than 2.2 gallons of water per minute.

**18. Proposition 65 Warning Notice**

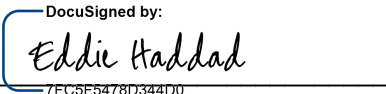
The law applies to a "person in the course of doing business" employing 10 or more employees in his or her business. Seller has disclosed the certain reports to Buyer concerning the building condition and Buyer shall be responsible to post a copy of the Proposition 65 Warning Notice\* visible to its employees, agents, and visitors to avoid potential violations and civil lawsuits since certain chemicals on the list such as tobacco smoke or motor vehicle exhaust may be regularly released into the environment.

\* "WARNING: THIS FACILITY CONTAINS ONE OR MORE CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS OR REPRODUCTIVE HARM. CALIFORNIA HEALTH AND SAFETY CODE SEC. 25249.6."

Cal. Health & Safety Code, §§ 25249.5 et seq., See 22 Cal. Code Regs. § 12601 for the rules regarding the warning sign.

Eddie Haddad, an individual

**Buyer:**

By:  7FC5F5478D344D0...

Name: Eddie Haddad

Date: 11/10/2021

**County as Seller:**

**County of Sonoma, a political subdivision  
of the State of California**

By: \_\_\_\_\_

**Caroline Judy**

**Its: Director of General Services**

Dated: \_\_\_\_\_

## **CALIFORNIA RIDER TO** **PURCHASE AND SALE AGREEMENT WITH JOINT CLOSING INSTRUCTIONS**

### **STATE-SPECIFIC PROVISIONS.**

- (A) **Additional Closing Deliveries.** The term "Seller's Deliveries" shall also include a California Nonresident Withholding Exemption Certificate for Real Estate Sales, Form 593-C (Cal FIRPTA) or evidence reasonably acceptable to Closing Agent that Seller is exempt from the withholding requirements of the California Revenue and Taxation Code.

The term "Buyer's Deliveries" shall also include a Preliminary Change of Ownership Statement completed and executed by Buyer that complies with Section 480.3 of the California Revenue and Taxation Code. Notwithstanding the foregoing, if Buyer fails to deliver such Preliminary Change of Ownership Statement with the remainder of the Buyer's Deliveries pursuant to the Agreement, then (1) such failure shall not constitute a breach or failed condition by Buyer under the Agreement and (2) in lieu thereof Buyer hereby authorizes Closing Agent to debit Buyer's account in the amount of \$20 to cover the cost of any penalties resulting from such failure.

- (B) **Agency Disclosure.** North Bay Property Advisors ("Listing Broker") is the agent of (check one): ☒ Seller exclusively; or ☐ both Buyer and Seller. ICRE Law ("Buyer's Broker") is the agent of (check one): ☒ Buyer exclusively; or ☐ both Buyer and Seller. Buyer and Seller each acknowledge prior receipt of a "Disclosure Regarding Real Estate Agency Relationship".

- (C) **Environmental Hazards.** Seller makes no representation or warranty, and Buyer has investigated to Buyer's satisfaction, regarding whether the location of the Property is in an earthquake fault zone, seismic hazard zone, flood hazard zone, state fire responsibility area (fire hazard area), very high fire hazard severity zone, or area of potential flooding, or whether the Property is subject to any flood disaster or other insurance requirements or whether the Property contains wetlands or other environmental constraints.

- (D) **Special Studies Zone.** It is Buyer's responsible to determine whether the Property is located in a Special Studies Zone under the California Public Resources Code. Seller makes no representations or warranties in this regard.

- (E) **General Release.** IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ANY LIABILITY RELEASE OR WAIVER IN THIS AGREEMENT IS IN FULL ACCORD, SATISFACTION, AND DISCHARGE OF ANY CLAIMS AND THAT THIS AGREEMENT HAS BEEN EXECUTED WITH THE EXPRESS INTENTION OF EFFECTUATING THE LEGAL CONSEQUENCES PROVIDED FOR IN SECTION 1541 OF THE CALIFORNIA CIVIL CODE, THE EXTINGUISHMENT OF ALL OBLIGATIONS AS HEREIN DESCRIBED. WITH RESPECT TO ANY LIABILITY RELEASE OR WAIVER IN THIS AGREEMENT, BUYER SPECIFICALLY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES AS FOLLOWS:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

BUYER'S INITIALS                      /                     

- (F) **Notice Regarding Gas and Hazardous Liquid Transmission Pipelines.** This notice is being provided simply to inform Buyer that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, Buyer may contact the local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

*(Remainder of Page Intentionally Blank)*

## **CALIFORNIA AGENCY DISCLOSURE**

By signing the agreement to which this page is attached, the parties acknowledge receipt of the agency disclosure located at <https://www.ten-x.com/company/california/>

*(Remainder of Page Intentionally Blank)*

**Certificate Of Completion**

Envelope Id: 25281D6D12FB48AD8B8FAFE2041C9EF5

Status: Sent

Subject: Online Contract for Digital Signature for item 1000015064 - Chanate - Sonoma County (VR)

Source Envelope:

Document Pages: 123

Signatures: 8

Certificate Pages: 7

Initials: 8

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Envelope Originator:

Commercial Contracts

15295 Alton Parkway

Irvine, CA 92618

commercialcontracts@ten-x.com

IP Address: 34.223.80.15

**Record Tracking**

Status: Original

11/9/2021 3:40:45 PM

Holder: Commercial Contracts

commercialcontracts@ten-x.com

Location: DocuSign

**Signer Events**

Eddie Haddad

eddie@huelofts.com

manager

Security Level: Email, Account Authentication  
(None), Authentication**Signature**

DocuSigned by:



7FC5F5478D344D0...

Signature Adoption: Pre-selected Style

Using IP Address: 70.170.53.168

**Timestamp**

Sent: 11/9/2021 3:55:17 PM

Resent: 11/10/2021 11:19:52 AM

Viewed: 11/10/2021 11:23:58 AM

Signed: 11/10/2021 11:50:43 AM

**Authentication Details**

ID Check:

Transaction: 31012785202415

Result: passed

Vendor ID: LexisNexis

Type: iAuth

Recipient Name Provided by: Recipient

SSN9, SSN4, DOB

Information Provided for ID Check: Address,  
Performed: 11/10/2021 11:23:38 AM

Question Details:

passed corporate.association.fake

passed person.state.real

passed property.county.real

passed vehicle.historical.association.real

passed property.association.single.real

passed vehicle.historical.association.real

**Electronic Record and Signature Disclosure:**

Accepted: 11/10/2021 11:23:58 AM

ID: 87ba8bbf-1ee0-437c-a4d1-916d765df95b

Caroline Judy

caroline.judy@sonoma-county.org

Security Level: Email, Account Authentication  
(None)

Sent: 11/10/2021 11:50:56 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Courtney Triola

Courtney.Triola@fnf.com

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Cyrus Khadivi bkhadivi@ten-x.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/9/2021 3:55:14 PM
Tim O'Callaghan tocallaghan@ten-x.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/9/2021 3:55:15 PM
Debi Myers dmyers@icre.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/9/2021 3:55:15 PM Viewed: 11/9/2021 4:02:46 PM
Tim Gunsten tgunsten@ten-x.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/9/2021 3:55:15 PM
Sandra Mendoza smendoza@ten-x.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/9/2021 3:55:16 PM Viewed: 11/10/2021 8:02:58 AM
Roger Croteau rcroteau@croteaulaw.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/9/2021 3:55:16 PM
Pamela Asselmeier pamela.asselmeier@sonoma-county.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/9/2021 4:12:51 PM Viewed: 11/9/2021 4:19:22 PM
Cyrus Khadivi bkhadivi@ten-x.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/10/2021 11:50:47 AM
Tim O'Callaghan tocallaghan@ten-x.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/10/2021 11:50:48 AM

Carbon Copy Events	Status	Timestamp
<p>Tim Gunsten tgunsten@ten-x.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	COPIED	Sent: 11/10/2021 11:50:49 AM
<p>William Severi william@northbayprop.com President/CEO Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	COPIED	Sent: 11/10/2021 11:50:50 AM
<p>Nick Abbott nabbott@northbayprop.com Broker North Bay Property Advisors Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	COPIED	<p>Sent: 11/10/2021 11:50:51 AM</p> <p>Viewed: 11/10/2021 11:51:34 AM</p>
<p>Brian Hutcherson brian.hutcherson@cbre.com PIES Western Regional Manager, CBRE Inc. Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	COPIED	<p>Sent: 11/10/2021 11:50:52 AM</p> <p>Viewed: 11/10/2021 11:51:32 AM</p>
<p>Vanessa Ramirez VanessaR@ten-x.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 7/30/2021 11:17:48 AM ID: be3f153c-3295-4338-97c5-78616237e6e4</p>	COPIED	Sent: 11/10/2021 11:50:53 AM
<p>Courtney Triola Courtney.Triola@fnf.com Escrow Officer Fidelity National Title Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	COPIED	Sent: 11/10/2021 11:50:54 AM
<p>Pamela Asselmeier pamela.asselmeier@sonoma-county.org Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	COPIED	<p>Sent: 11/10/2021 11:50:55 AM</p> <p>Viewed: 11/10/2021 11:51:23 AM</p>
<p>Eddie Haddad eddie@huelofts.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/10/2021 11:23:58 AM ID: 87ba8bbf-1ee0-437c-a4d1-916d765df95b</p>		

Carbon Copy Events	Status	Timestamp
Roger Croteau rcroteau@croteaulaw.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Debi Myers dmyers@icre.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Thomas Servantes tservantes@ten-x.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Cyrus Khadivi bkhadivi@ten-x.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Tim O'Callaghan tocallaghan@ten-x.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Sandra Mendoza smendoza@ten-x.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
null null FinanceRevenueInvoicing@ten-x.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/9/2021 3:55:14 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Ten-X (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Ten-X:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [legal-notice@ten-x.com](mailto:legal-notice@ten-x.com)

### **To advise Ten-X of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [legal-notice@ten-x.com](mailto:legal-notice@ten-x.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Ten-X**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [legal-notice@ten-x.com](mailto:legal-notice@ten-x.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Ten-X**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [legal-notice@ten-x.com](mailto:legal-notice@ten-x.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Ten-X as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Ten-X during the course of your relationship with Ten-X.