

Assessor Parcel No.	Owner	Site Address	Project
048-080-037	Round Walk Village Partners 2, L.P., a California limited partnership	745 North McDowell Boulevard Petaluma, CA 94954	North McDowell Boulevard Complete Streets Project

### PURCHASE AGREEMENT

This AGREEMENT OF PURCHASE AND SALE ("**Agreement**") is made and entered into by and between the City of Petaluma ("**BUYER**"), and Round Walk Village Partners 2, L.P., a California limited partnership, ("**SELLER**"). BUYER and SELLER are sometimes individually referred to herein as "**Party**" and collectively as "**Parties**." The Parties hereto have executed this Agreement on the dates set forth below next to their respective signatures.

By this AGREEMENT, SELLER agrees to sell to BUYER, and BUYER desires to purchase from SELLER that certain portion of property located at 745 North McDowell Boulevard, Petaluma, California, more particularly identified as Assessor's Parcel Number 048-080-037 and described in the form of a Highway Easement Deed identified as Exhibit "A" and attached hereto.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve BUYER of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) BUYER requires said property described in the attached Highway Easement Deed for the North McDowell Boulevard Complete Streets Project, a public use for which BUYER has the authority to exercise the power of eminent domain. SELLER is compelled to sell, and BUYER is compelled to acquire the property. The Property to be acquired by BUYER is described in the Highway Easement Deed attached as "Exhibit A".
- (C) Both SELLER and BUYER recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
- (D) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.
- (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.
- (F) A Highway Easement Deed shall be granted in favor of the BUYER by SELLER, identified as a Highway Easement Deed Exhibit "A", and is attached hereto and made a part hereof.

The total area being granted to the BUYER from the SELLER consists of 420 ±SF Highway Easement area.

- (G) SELLER shall deliver to BUYER, the City of Petaluma, a good and sufficient Highway Easement Deed, properly recorded, to the following property described in the attached Highway Easement Deed, described in the attached Exhibit "A," free and clear of all liens and encumbrances except taxes and special assessments, if any, easements, restrictions and reservations of record attached hereto and made an integral part this transaction.

2. The BUYER shall:

- (A) Pay the undersigned SELLER the sum of \$8,000.00 (EIGHT THOUSAND DOLLARS) for the property or interests conveyed by above documents when title to said property vests in BUYER free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
    - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
    - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
    - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
  - (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by City of Petaluma, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Fidelity Title Company, 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628, Escrow No. 01006794-010-AM.
  - (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
3. Any monies payable under this contract up to and including the total amount of unpaid principal and interest on notes secured by mortgages or deeds of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deeds or mortgages, shall upon demand be made payable to the mortgagees or beneficiaries entitled thereunder; said mortgagees or beneficiaries to furnish SELLER with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgages or deeds of trust.
4. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all damages, including access rights, and any and all damages which may accrue to SELLER's remainder property by reason of its severance from the property conveyed herein and the construction and use of the proposed roadway project, including, but not limited to, any expense which SELLER may incur in restoring the utility of the remaining property.

5. Any or all monies payable under this contract up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof. Said holder to furnish BUYER with good and sufficient receipt showing said monies credited against the indebtedness secured by said financing statements.
6. It is agreed between the parties hereto that the BUYER in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the SELLER and, as between the BUYER and the SELLER no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the SELLER retains their obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.
7. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.
8. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the BUYER, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) herein are deposited into the escrow controlling this transaction. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
9. BUYER agrees to indemnify and hold harmless SELLER from any liability arising out of BUYER's operations under this agreement. BUYER further agrees to assume responsibility for any damages proximately caused by reason of BUYER's operations under this agreement and BUYER will, at its option, either repair or pay for such damage to return property to like before construction condition.
10. SELLER warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the SELLER agrees to hold the BUYER harmless and reimburse the BUYER for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of SELLER for a period exceeding one month. SELLER acknowledges that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quitclaim deeds are to be provided to Title by SELLER, prior to the close of escrow.
11. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.
12. If SELLER sells, transfers, assigns or otherwise conveys the Property or any interest in the Property, SELLER shall notify the purchaser, successor, assignee or other transferee of the existence and terms of this Agreement, including, without limitation, the Highway Easement Deed and the obligations, liabilities and duties as well as the rights and remedies of the Parties. Neither BUYER nor any other person or entity shall have any obligation, liability or duty to compensate any purchaser, successor, assignee or other transferee for the interests, rights and remedies granted to or obtained by BUYER under or pursuant to this Agreement.

13. SELLER hereby represents, warrants, covenants and agrees to and for the benefit of BUYER that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Closing, and SELLER acknowledges and agrees that the truth and accuracy of such statements shall constitute a condition precedent to all of BUYER's obligations under this Agreement.
14. SELLER owns the Property in fee simple and has full power and authority to sell, transfer and/or otherwise convey the Highway Easement Deed to BUYER and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by SELLER to BUYER under or pursuant to this Agreement, at or prior to the Closing, have been, or will be, duly executed and delivered by SELLER and are, or will be, legal, valid and binding obligations of SELLER, sufficient to convey the Grant Deed to BUYER and are enforceable in accordance with their respective terms.
15. Other than as is disclosed there are no agreements for occupancy in effect for the Property, and no unrecorded possessory interests or unrecorded agreements that would adversely affect BUYER's use. SELLER will not enter into any agreements or undertake any obligations prior to Closing which will in any way burden, encumber or otherwise affect the Property without the prior written consent of BUYER, including, without limitation, any agreements for occupancy or use of the Property.
16. Representations and Warranties:
  - (A) SELLER's Representations and Warranties. SELLER hereby represents, warrants, covenants and agrees to and for the benefit of BUYER that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Closing, and SELLER acknowledges and agrees that the truth and accuracy of such statements shall constitute a condition precedent to all of BUYER's obligations under this Agreement:
    - (A1) No Liens or Encumbrances. Other than as is disclosed and covered by Subsections A4 below, the Property, are free and clear of and from liens or encumbrances that could interfere with the intended use by BUYER; and, therefore, BUYER shall quietly enjoy its rights in and to the Property without disturbance or inference by SELLER or anyone claiming by, through or under SELLER.
    - (A2) Litigation. There are no claims, actions, suits or proceedings continuing, pending or, to SELLER's knowledge, threatened (i) against or affecting SELLER or the Property, or (ii) involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by SELLER at Closing, in either case, whether at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, BUYER or instrumentality. SELLER is not subject to, or in default under, any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, BUYER or instrumentality.
    - (A3) No Breach. The execution and delivery of this Agreement and the consummation of the transaction(s) contemplated by this Agreement will not violate or result in any breach of or constitute a default under or conflict with, or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, to SELLER's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind

or character to which SELLER is a party or by which SELLER or the Property are bound.

(A4) No Condemnation or Other Proceedings. Exclusive of any action proposed or contemplated by BUYER, SELLER is not aware of any contemplated condemnation of the Property or any portion thereof by any public BUYER, authority or entity. BUYER has negotiated in good faith to acquire the Property and to pay just compensation for that acquisition. SELLER understands that, if the transaction, including, without limitation, the acquisition, set forth in and/or contemplated by this Agreement had not been (or are not) successful, then staff for BUYER may have recommended (or may recommend) initiation of eminent domain proceedings to acquire the Property.

(B) Survival of Representations and Warranties. SELLER acknowledges and agrees that the covenants, agreements, representations and warranties of SELLER set forth in this Agreement shall be true and correct on and as of the Effective Date as well as the Closing, and SELLER's liability for any breach, default or failure of the same, including, without limitation, any misrepresentation, shall survive not only the recordation of the Grant Deed, but also the Closing. SELLER shall protect, indemnify, defend, and hold BUYER free and harmless of, from and against any and all claims, demands, losses, liabilities, obligations, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and litigation expenses, which BUYER may incur, suffer or sustain by reason of or in connection with any misrepresentation made by SELLER under or pursuant to this Article 14.

## 17. Notices and Demands

All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the address(es) provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To BUYER: City of Petaluma  
Attn: Ken Eichstaedt  
202 North McDowell Boulevard  
Petaluma, CA 94954

To SELLER: Round Walk Village Partners 2, LP  
1425 Corporate Center Parkway  
Santa Rosa, CA 95407

18. Entire Agreement

This Agreement constitutes the Entire Agreement between SELLER and BUYER pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

19. Miscellaneous

- (A) Required Actions of BUYER and SELLER. BUYER and SELLER agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use commercially reasonable efforts to accomplish the Closing in accordance with the provisions of this Agreement.
- (B) Time of Essence. Time is of the essence of each and every term, condition, obligation and provision of this Agreement.
- (C) Counterparts; Copies. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Except as required for recordation, the parties as well as Escrow Holder and Title Company shall accept copies of signatures, including, without limitation, electronically transmitted (for example, by e-mail, facsimile, PDF or otherwise) signatures.
- (D) Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California. Any and all legal actions brought to enforce or interpret the terms and provisions of this Agreement shall be commenced exclusively in a court of competent jurisdiction in the BUYER of Sonoma.
- (E) BUYER's Assignment. BUYER shall have the right, in its sole discretion, to assign this Agreement as well as its rights and remedies in, to and under the Grant Deed, and any right or obligation herein and therein, to any party of its choice without the prior consent or approval of SELLER.
- (F) Successors and Assigns. This Agreement as well as the Grant Deed shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.
- (G) Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.
- (H) Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction(s) described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise,

it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting thereof.

- (I) Legal Fees. Each Party shall be responsible for payment of its own attorneys' fees with respect to negotiation and preparation of this Agreement and processing of the Escrow. However, in the event of the bringing of any action or proceeding to enforce, interpret or construe any of the provisions of this Agreement, including, without limitation, seeking damages as a result of breach of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including actual attorneys' fees.

20. Approval of BUYER

SELLER understands that this Agreement is subject to approval by the City Manager and/or the City Council of the City of Petaluma and this Agreement shall have no force or effect unless and until such approval has been obtained.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

BUYER:

CITY OF PETALUMA

ATTEST:

By: \_\_\_\_\_  
Kendall Rose  
City Clerk

By: \_\_\_\_\_  
Peggy Flynn  
City Manager

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

SELLER: Round Walk Village Partners 2, L.P.,  
a California limited partnership

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

Name: \_\_\_\_\_  
Benjamin Wickham  
VP of Operations / COO

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

**EXHIBIT "A"**

**Highway Easement Deed**

RECORDED FOR THE BENEFIT OF  
CITY OF PETALUMA

WHEN RECORDED RETURN TO:  
Bender Rosenthal, Inc.  
Attn: Rebekah Green  
2825 Watt Avenue, Suite 200  
Sacramento, CA 95821

No Fee Document – per Government code 27383  
No Document Transfer Tax- per R&T Code 11922

A portion of APN 048-080-037

SPACE ABOVE THE LINE FOR  
RECORDER'S USE

**HIGHWAY EASEMENT DEED**

The undersigned Grantor (s) declare (s): Documentary Transfer Tax is: \$0.00 (County Tax):  
and \$0.00 (City Tax).

- ☒ [ X ] City of Petaluma, County of Sonoma  
☐ [ ] computed on full value of property conveyed, or  
☐ [ ] computed on full value less liens or encumbrances remaining at time of sale

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Round Walk Village Partners 2, L.P., a California limited partnership, hereby grant to the City of Petaluma, a municipal, an easement for road purposes and incidentals thereto, including utility rights over, on, under and across all that real property situated in the County of Sonoma, State of California and more particularly described as follows:

**SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART  
HEREOF**

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant Deed as of  
this \_\_\_\_ day of \_\_\_\_\_, 2022.

Grantor: Round Walk Village Partners 2, L.P., a California limited partnership

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

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1180**

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, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Highway Easement Deed, dated \_\_\_\_\_ from Round Walk Village Partners 2, L.P., a California limited partnership, to the City of Petaluma, a municipal corporation and California Charter City ("CITY") , GRANTEE, relating to the real property commonly known as 745 North McDowell Boulevard (APN: 048-08-037) is hereby accepted on behalf of the CITY by its City Manager pursuant to authority conferred by Resolution No. 4201 (N.C.S.), adopted by the CITY on January 15, 1965, and that Grantee consents to recordation of the Highway Easement Deed by its duly authorized officer.

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

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

City Manager  
Peggy Flynn

### ATTEST:

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

City Clerk

### APPROVED AS TO FORM:

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

City Attorney  
Eric Danly

## **Exhibit "A"**



### **EXHIBIT 'A'**

**Legal Description  
Public Access Easement  
Over the lands of  
Round Walk Village Partners 2, LP**

All that real property situated in the City of Petaluma, lying within the County of Sonoma, State of California and being a portion of the lands of Round Walk Village Partners 2, LP, a California limited partnership, as described in that Grant Deed filed for record April 3, 2013, under Document No. 2013-034371, Official Records of the County of Sonoma, and being more particularly described as follows:

#### **PARCEL ONE**

Commencing at a standard City monument set at the intersection of N. McDowell Blvd. and Southpoint Blvd. as designated and delineated on City of Petaluma Parcel Map No. 212, filed for record July 20, 1988 in Book 419 of Maps, at Pages 48-50, Sonoma County Records; thence from said Point of Commencement, along the monument line delineated on said Parcel Map, South 54°00'07" East, for a distance of 530.63 feet; thence, South 35°59'53" West, for a distance of 42.00 feet to a point on the westerly right of way of McDowell Blvd. as described the Public Utilities Easement Deed, Temporary Construction Easement Deed and Grant to the City of Petaluma, filed for record September 4, 1990 under Document No. 1990-0088361, Official Records of the County of Sonoma, and the Point of Beginning of the parcel to be herein described; thence from said POINT OF BEGINNING, leaving said right of way line, South 35°59'53" West a distance of 3.00 feet; thence, South 54°00'07" East, for a distance of 80.00 feet; thence, North 35°59'53" East, for a distance of 3.00 feet to said westerly right of way of N. McDowell Blvd.; thence, along said westerly right of way, North 54°00'07" West, for a distance of 80.00 feet to the Point of Beginning of the hereinabove described parcel of land.

Containing 240 square feet, more or less.

#### **PARCEL TWO**

Commencing at a standard City monument set at the intersection of N. McDowell Blvd. and Southpoint Blvd. as designated and delineated on City of Petaluma Parcel Map No. 212, filed for record July 20, 1988 in Book 419 of Maps, at Pages 48-50, Sonoma County Records; thence from said Point of Commencement, along the monument line delineated on said Parcel Map, South 54°00'07" East, for a distance of 820.92 feet; thence, South 35°59'53" West, for a distance of 42.00 feet to a point on the westerly right of way of McDowell Blvd. as described the Public Utilities Easement Deed, Temporary Construction Easement Deed and Grant to the City of Petaluma, filed for record September 4, 1990 under Document No. 1990-0088361, Official Records of the County of Sonoma, and the Point of Beginning of the parcel to be herein described; thence from said POINT OF BEGINNING, leaving said right of way line, South 35°59'53" West a distance of 3.00 feet; thence, South 54°00'07" East, for a distance of 60.00 feet; thence, North 35°59'53" East, for a distance of 3.00 feet to said westerly right of way of N. McDowell Blvd.; thence, along said westerly right of way, North 54°00'07" West, for a distance of 60.00 feet to the Point of Beginning of the hereinabove described parcel of land.



Containing 180 square feet, more or less.

Basis of Bearings: City of Petaluma Parcel Map No. 212, filed for record July 20, 1988 in Book 419 of Maps, at Pages 48-50, Sonoma County Records

Prepared by:

BKF ENGINEERS

*Ralph*

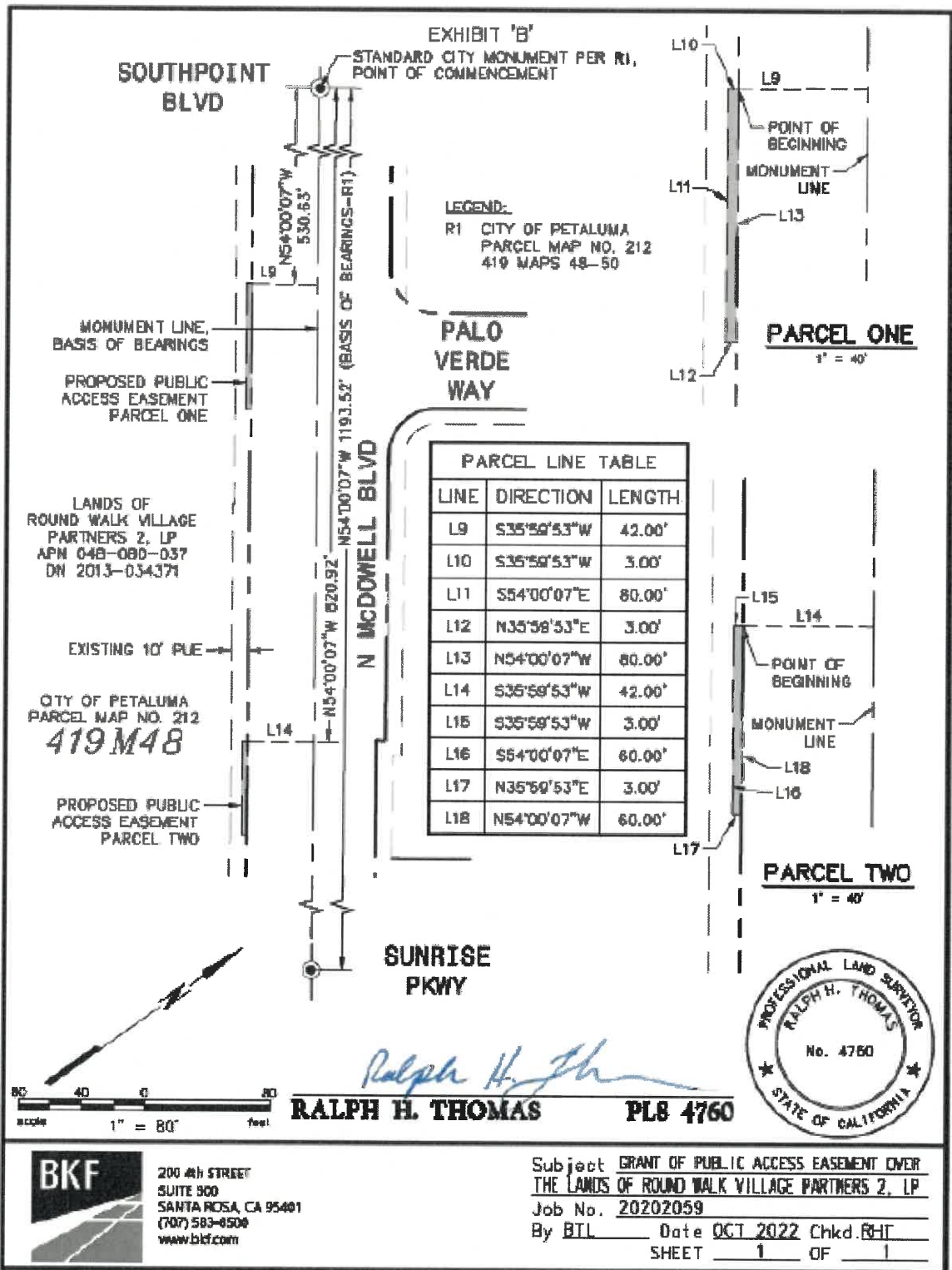
Ralph H. Thomas



Dated: 9/26/2022

APN 048-080-037

# Exhibit "B"



RECORDED FOR THE BENEFIT OF  
CITY OF PETALUMA

WHEN RECORDED RETURN TO:

Bender Rosenthal, Inc.  
Attn: Rebekah Green  
2825 Watt Avenue, Suite 200  
Sacramento, CA 95821

No Fee Document – per Government code 27383  
No Document Transfer Tax- per R&T Code 11922

A portion of APN 048-080-037

SPACE ABOVE THE LINE FOR  
RECORDER'S USE

### HIGHWAY EASEMENT DEED

The undersigned Grantor (s) declare (s): Documentary Transfer Tax is: \$0.00 (County Tax):  
and \$0.00 (City Tax).

- ☒ [ X ] City of Petaluma, County of Sonoma  
☐ [ ] computed on full value of property conveyed, or  
☐ [ ] computed on full value less liens or encumbrances remaining at time of sale

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Round Walk Village Partners 2, L.P., a California limited partnership, hereby grant to the City of Petaluma, a municipal, an easement for road purposes and incidentals thereto, including utility rights over, on, under and across all that real property situated in the County of Sonoma, State of California and more particularly described as follows:

**SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART  
HEREOF**

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant Deed as of  
this 13 day of December, 2022.

Grantor: Round Walk Village Partners 2, L.P., a California limited partnership

By: Benjamin Wockham

Name: [Signature]

Its: Chief Operating Officer

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

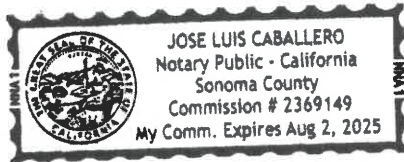
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California Sonoma )  
 County of Sonoma )  
 On December 13, 2022 before me, Jose Luis Caballero, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Benjamin Laurence Wickham  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jose Luis Caballero  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Highway Easement Deed Document Date: December 13, 2022  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

## Exhibit "A"



### EXHIBIT 'A'

**Legal Description  
Public Access Easement  
Over the lands of  
Round Walk Village Partners 2, LP**

All that real property situated in the City of Petaluma, lying within the County of Sonoma, State of California and being a portion of the lands of Round Walk Village Partners 2, LP, a California limited partnership, as described in that Grant Deed filed for record April 3, 2013, under Document No. 2013-034371, Official Records of the County of Sonoma, and being more particularly described as follows:

#### PARCEL ONE

Commencing at a standard City monument set at the intersection of N. McDowell Blvd. and Southpoint Blvd. as designated and delineated on City of Petaluma Parcel Map No. 212, filed for record July 20, 1988 in Book 419 of Maps, at Pages 48-50, Sonoma County Records; thence from said Point of Commencement, along the monument line delineated on said Parcel Map, South 54°00'07" East, for a distance of 530.63 feet; thence, South 35°59'53" West, for a distance of 42.00 feet to a point on the westerly right of way of McDowell Blvd. as described the Public Utilities Easement Deed, Temporary Construction Easement Deed and Grant to the City of Petaluma, filed for record September 4, 1990 under Document No. 1990-0088361, Official Records of the County of Sonoma, and the Point of Beginning of the parcel to be herein described; thence from said POINT OF BEGINNING, leaving said right of way line, South 35°59'53" West a distance of 3.00 feet; thence, South 54°00'07" East, for a distance of 80.00 feet; thence, North 35°59'53" East, for a distance of 3.00 feet to said westerly right of way of N. McDowell Blvd.; thence, along said westerly right of way, North 54°00'07" West, for a distance of 80.00 feet to the Point of Beginning of the hereinabove described parcel of land.

Containing 240 square feet, more or less.

#### PARCEL TWO

Commencing at a standard City monument set at the intersection of N. McDowell Blvd. and Southpoint Blvd. as designated and delineated on City of Petaluma Parcel Map No. 212, filed for record July 20, 1988 in Book 419 of Maps, at Pages 48-50, Sonoma County Records; thence from said Point of Commencement, along the monument line delineated on said Parcel Map, South 54°00'07" East, for a distance of 820.92 feet; thence, South 35°59'53" West, for a distance of 42.00 feet to a point on the westerly right of way of McDowell Blvd. as described the Public Utilities Easement Deed, Temporary Construction Easement Deed and Grant to the City of Petaluma, filed for record September 4, 1990 under Document No. 1990-0088361, Official Records of the County of Sonoma, and the Point of Beginning of the parcel to be herein described; thence from said POINT OF BEGINNING, leaving said right of way line, South 35°59'53" West a distance of 3.00 feet; thence, South 54°00'07" East, for a distance of 60.00 feet; thence, North 35°59'53" East, for a distance of 3.00 feet to said westerly right of way of N. McDowell Blvd.; thence, along said westerly right of way, North 54°00'07" West, for a distance of 60.00 feet to the Point of Beginning of the hereinabove described parcel of land.



Containing 180 square feet, more or less.

Basis of Bearings: City of Petaluma Parcel Map No. 212, filed for record July 20, 1988 in Book 419 of Maps, at Pages 48-50, Sonoma County Records

Prepared by:

BKF ENGINEERS

*Ralph*

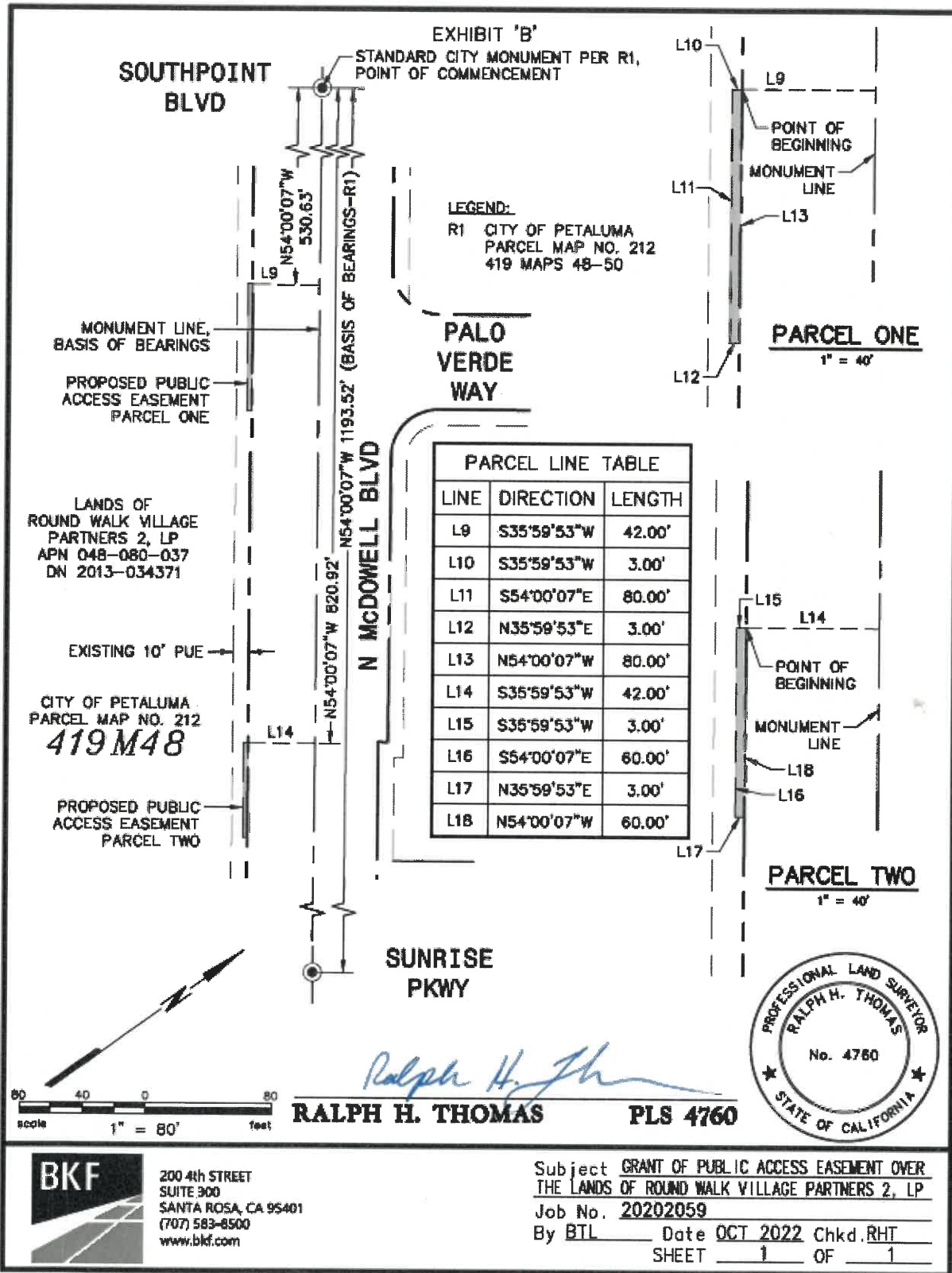


Dated: 9/26/2022

Ralph H. Thomas, PLS No. 4760

APN 048-080-037

# Exhibit "B"



## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Highway Easement Deed, dated \_\_\_\_\_ from Round Walk Village Partners 2, L.P., a California limited partnership, to the City of Petaluma, a municipal corporation and California Charter City ("CITY") , GRANTEE, relating to the real property commonly known as 745 North McDowell Boulevard (APN: 048-08-037) is hereby accepted on behalf of the CITY by its City Manager pursuant to authority conferred by Resolution No. 4201 (N.C.S.), adopted by the CITY on January 15, 1965, and that Grantee consents to recordation of the Highway Easement Deed by its duly authorized officer.

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

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

City Manager  
Peggy Flynn

### ATTEST:

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

City Clerk

### APPROVED AS TO FORM:

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

City Attorney  
Eric Danly

## ESCROW INSTRUCTIONS

Audra Meyer  
Fidelity National Title Company  
8525 Madison Avenue, Suite 110  
Sacramento, CA 95628

North McDowell Boulevard Complete Streets Project  
Parcel No.: 048-080-037  
Owner: Round Walk Village Partners 2 LP  
Escrow No.: 01006794-AM

Dear Ms. Meyer:

This escrow will be closed in accordance with the Agreement executed by Round Walk Village Partners 2, L.P., a California limited partnership and City of Petaluma. The following items have been checked to indicate the method in which this escrow is to be closed.

The sale price of this transaction is \$8,000.00

- X   Enclosed is a warrant in the sum of \$8,000.00
- X   Enclosed is a Easement Deed, with attached Certificate of Acceptance and a copy of the Agreement for Purchase of Real Property.
- X   Taxes will be prorated and cancelled as of Close of Escrow and any taxes due shall be paid to the County Tax Collector from this escrow.
- X   No tax cancellation or proration will be necessary for easements.
- X   Policy of Title insurance shall be issued in the amount of \$8,000.00

Proceeds from this transaction are to be sent to OWNER at: 1425 Corporate Center Parkway, Santa Rosa, CA 95407

The enclosed payment represents the consideration in this transaction in the amount of \$5,250.00. The closing costs will be processed separately. You are authorized to record any documents, disburse any monies, and close this escrow when you are able to issue a title policy naming the City of Petaluma A as Grantee, free and clear of all liens, and encumbrances except the following as shown in your preliminary report number 01006794 dated August 18, 2022.

### THE FOLLOWING EXCEPTION(S) MAY APPEAR IN THE TITLE POLICY:

<u>Item No./Description</u>	<u>Action</u>
1 Current Taxes/Assessments	Current taxes shall be cleared and prorated effective close of escrow
2 Assessment – North McDowell Boulevard Assessment District 9	To be current
4 Lien of supplemental taxes	Said rights will not conflict with City's use
5 AT&T -Easement	Said rights will not conflict with City's use
7 Regulatory Agreement – City	Said rights will not conflict with City's use
8 AT&T -Easement	Said rights will not conflict with City's use
9 Regulatory Agreement – City	Said rights will not conflict with City's use
10 Sonoma Water Agency – Easement	Said rights will not conflict with City's use
11 PG&E -Easement	Said rights will not conflict with City's use
13 Tele-View Systems	Said rights will not conflict with City's use
14 Job No. 2129080 / BFK	Said rights will not conflict with City's use
16 County of Sonoma	Said rights will not conflict with City's use
20 Comcast Cable	Said rights will not conflict with City's use

## THE FOLLOWING MUST NOT APPEAR IN THE TITLE POLICY:

Item No./Description	Reason
3 Tax Collectors Office	To be removed
6 Deed of Trust	Subordination and/or Consent to Easement to be obtained prior to close of escrow
12 Regulatory Agreement	To be removed
15 Regulatory Agreement	To be removed
17 Deed of Trust	Subordination and/or Consent to Easement to be obtained prior to close of escrow
18 Deed of Trust	Subordination and/or Consent to Easement to be obtained prior to close of escrow
19 Regulatory Agreement	To be removed
21 Parties of Possession	To be removed
22 ALTA Survey	Obtaining a CLTA Policy, to be removed
23 Owner's Affidavit	To be obtained; this to be removed
24 Entity documents	To be obtained; this to be removed
25 Title Review	To be removed
26 Underwriters Review	To be removed

Purchaser will pay for all costs of escrow and the title insurance policy. Costs will not include the cost of any title insurance the seller may wish to acquire for any property the seller may be receiving in this transaction. The original policy together with two copies of title insurance, all recorded documents, and your billing should be sent to Bender Rosenthal, Inc., Attn: Rebekah Green, 2825 Watt Avenue, Suite 200, Sacramento, CA 95821 at the close of escrow.

**Seller:** Round Walk Village Partners 2, L.P., a California limited partnership

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

Date: 12/13/2022

Name: Benjamin Wickham  
VP of Operations / COO

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

**Buyer:** City of Petaluma

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

Peggy Flynn  
City Manager

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



**Fidelity National Title Company**  
1200 Concord Ave., #400, Concord, CA 94520  
Phone: (925) 288-8000 • Fax:

### Issuing Policies of Fidelity National Title Insurance Company

Order No.: 01006794-010-AM-PJ

Title Officer: Paul Jacobson

TO:

Escrow Officer: Audra Meyer  
8525 Madison Avenue, Suite 110  
Fair Oaks, CA 95628  
(916) 646-6018  
(916) 224-2697

Bender Rosenthal, Inc.  
2825 Watt Avenue, Suite 200  
Sacramento, CA 95821

ATTN: **Rebekah Green**

YOUR REFERENCE:

**PROPERTY ADDRESS: 745 N. McDowell Boulevard, Petaluma, CA**

### PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

*The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.*

*This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.*

*The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a Florida Corporation.*

***Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.***

***It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.***

Countersigned by:

Authorized Signature



By:   
Michael J. Nolan  
President

ATTEST:   
Marjorie Nemzura  
Secretary



**Fidelity National Title Company**  
1200 Concord Ave., #400, Concord, CA 94520  
Phone: (925) 288-8000 • Fax:

## PRELIMINARY REPORT

**EFFECTIVE DATE:** August 18, 2022 at 7:30 a.m.

**ORDER NO.:** 01006794-010-AM-PJ

The form of policy or policies of title insurance contemplated by this report is:

**CLTA Standard Coverage Policy (04-08-14)**

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

**A Fee**

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

**Round Walk Village Partners 2, L.P., a California partnership**

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

**See Exhibit A attached hereto and made a part hereof.**

## EXHIBIT A LEGAL DESCRIPTION

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

Commencing at the Easterly corner of Lot 308 of the Petaluma Rancho; running thence North 54° 33' West along the Northeasterly line of Lot 308, 614.78 feet, more or less, to the land heretofore conveyed to C.J. Crowley; Thence South 36° 02' West, and along the line of land of C.J. Crowley, 394.74 feet to the Northeasterly line of the right of way of the California Northwestern Railway; Thence along the Northeasterly line of said right of way, South 40° 11' East, 634 feet to a point on the Southeasterly line of Lot 308; Thence along the Southeasterly line of Lot 308, North 36° 02' East, 551.9 feet to the point of beginning.

Excepting therefrom that portion conveyed to the Sonoma County Water Agency by Deed Recorded February 16, 1971, in [Book 2513, Page 874](#), Sonoma County Official Records.

Also Excepting therefrom that portion as described in that certain Deed to the City of Petaluma Recorded September 4, 1990, [Instrument No. 90-88361](#), Sonoma County Records.

[APN: 048-080-037-000](#)

**EXCEPTIONS****AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.

2. An assessment by the improvement district shown below:

District: North McDowell Boulevard Assessment District 9

Said assessment is collected with the county/city property taxes.

3. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Telephone and Telegraph Company  
 Purpose: Public utilities  
 Recording Date: June 28, 1974  
 Recording No: P-7278, [Book 2876, Page 668, of Official Records](#)  
 Affects: The Northeasterly 5 feet

6. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$930,567.00  
 Dated: July 18, 1995  
 Trustor/Grantor: Round Walk Village Partners L.P., a California limited partnership  
 Trustee: North American Title Company  
 Beneficiary: City of Petaluma  
 Loan No.: Not Shown  
 Recording Date: July 21, 1995  
Recording No: [1995 0058788, of Official Records](#)

An agreement recorded September 21, 1995 at [Recording No.: 1995-0078580, of Official Records](#) which states that this instrument was subordinated to the document or interest described in the instrument

Recording Date: July 24, 1995  
Recording No.: [1995-0059302, of Official Records](#)

**EXCEPTIONS  
(Continued)**

Matters contained in that certain document

Entitled: Assignment and Assumption of City Home Investment Partnerships  
Dated: April 3, 2012  
Executed by: Round Walk Village Partners, L.P., a California limited partnership, Burbank Housing Communities Corporation, a California non-profit public benefit corporation and The City of Petaluma, a California municipal corporation  
Recording Date: April 10, 2012  
[Recording No.: 2012034087, of Official Records](#)

Reference is hereby made to said document for full particulars.

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Burbank Housing Communities Corporation and the City of Petaluma  
Recording Date: April 3, 2013  
[Recording No.: 2013034375, of Official Records](#)

Matters contained in that certain document

Entitled: Assignment and Assumption of City Home Loan  
Dated: March 1, 2013  
Executed by: Burbank Housing Communities Corporation, Round Walk Village Partners 2, and The City of Petaluma  
Recording Date: April 3, 2013  
[Recording No.: 2013034376, of Official Records](#)

Reference is hereby made to said document for full particulars.

An agreement recorded April 3, 2013 at [Recording No.: 2013034377, of Official Records](#) which states that this instrument was subordinated to the document or interest described in the instrument

Recording Date: April 3, 2013  
[Recording No.: 2013034373, of Official Records](#)

7. Matters contained in that certain document

Entitled: Regulatory Agreement  
Dated: July 18, 1995  
Executed by: Round Walk Village Partners L.P., a California limited partnership and The City of Petaluma  
Recording Date: July 21, 1995  
[Recording No.: 1995-0058789, of Official Records](#)

Reference is hereby made to said document for full particulars.

An agreement recorded September 21, 1995 at [Recording No.: 1995 0078580, of Official Records](#) which states that this instrument was subordinated to the document or interest described in the instrument

Recording Date: July 24, 1995  
[Recording No.: 1995-0059302, of Official Records](#)

**EXCEPTIONS  
(Continued)**

Matters contained in that certain document

Entitled: Assignment and Assumption of City Home Investment Partnerships  
Dated: April 3, 2012  
Executed by: Round Walk Village Partners, L.P., a California limited partnership, Burbank Housing Communities Corporation, a California non-profit public benefit corporation and The City of Petaluma, a California municipal corporation  
Recording Date: April 10, 2012  
Recording No: [2012034087, of Official Records](#)

Reference is hereby made to said document for full particulars.

An agreement to modify the terms and provisions of the said document, as therein provided

Entitled: First Amendment to City of Petaluma Home Investment Partnerships Program (Home) Regulatory Agreements  
Recording Date: April 3, 2013  
Recording No: [2013034375, of Official Records](#)

Matters contained in that certain document

Entitled: Assignment and Assumption of City Home Loan  
Dated: March 1, 2013  
Executed by: Round Walk Village Partners, L.P., a California limited partnership, Burbank Housing Communities Corporation, a California non-profit public benefit corporation and The City of Petaluma, a California municipal corporation  
Recording Date: April 3, 2013  
Recording No: [2013034376, of Official Records](#)

Reference is hereby made to said document for full particulars.

An agreement recorded April 3, 2013 at [Recording No.: 2013034377, of Official Records](#) which states that this instrument was subordinated to the document or interest described in the instrument

Recording Date: April 3, 2013  
Recording No.: [2013034373, of Official Records](#)

Matters contained in that certain document

Entitled: Assignment and Assumption of City Home Loan  
Dated: July 10, 2013  
Executed by: Round Walk Village Partners, L.P., a California limited partnership, Burbank Housing Communities Corporation, a California non-profit public benefit corporation and The City of Petaluma, a California municipal corporation  
Recording Date: August 1, 2013  
Recording No: [2013078609, of Official Records](#)

Reference is hereby made to said document for full particulars.

**EXCEPTIONS  
(Continued)**

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Bell  
Purpose: Public utilities  
Recording Date: July 24, 1995  
Recording No: [1995-0059302, of Official Records](#)  
Affects: The Southwesterly 20 feet of the land

and Recording Date: August 31, 1995  
and Recording No: [95-72473, of Official Records](#)

9. Matters contained in that certain document

Entitled: Regulatory Agreement Round Walk Village Partners L.P.  
Dated: September 14, 1995  
Executed by: Round Walk Village Partners L.P., a California limited partnership and The City of Petaluma  
Recording Date: September 21, 1995  
Recording No: [1995-0078582, of Official Records](#)

Reference is hereby made to said document for full particulars.

Matters contained in that certain document

Entitled: Assignment and Assumption of City Home Investment Partnerships  
Dated: April 3, 2012  
Executed by: Round Walk Village Partners, L.P., a California limited partnership, Burbank Housing Communities Corporation, a California non-profit public benefit corporation and The City of Petaluma, a California municipal corporation  
Recording Date: April 10, 2012  
Recording No: [2012034087, of Official Records](#)

Reference is hereby made to said document for full particulars.

An agreement to modify the terms and provisions of the said document, as therein provided

Entitled: First Amendment to City of Petaluma Home Investment Partnerships Program (Home) Regulatory Agreements  
Recording Date: April 3, 2013  
Recording No: [2013034375 of Official Records](#)

Matters contained in that certain document

Entitled: Assignment and Assumption of City Home Loan  
Dated: March 1, 2013  
Executed by: Burbank Housing Communities Corporation, Round Walk Village Partners 2, and The City of Petaluma  
Recording Date: April 3, 2013  
Recording No: [2013034376, of Official Records](#)

Reference is hereby made to said document for full particulars.

**EXCEPTIONS  
(Continued)**

An agreement recorded April 3, 2013 at [Recording No.: 2013034377, of Official Records](#) which states that this instrument was subordinated to the document or interest described in the instrument

Recording Date: April 3, 2013  
[Recording No.: 2013034373, of Official Records](#)

Matters contained in that certain document

Executed by: Burbank Housing Communities Corporation, a California non-profit public benefit corporation and The City of Petaluma, a California municipal corporation  
Recording Date: August 1, 2013  
[Recording No.: 2013078609, of Official Records](#)

Reference is hereby made to said document for full particulars.

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Sonoma County Water Agency  
Purpose: Ingress and egress  
Recording Date: September 29, 1995  
[Recording No.: 1995-0081710, of Official Records](#)  
Affects: A portion of said land

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Gas and Electric Company, a California Corporation  
Purpose: Public utilities  
Recording Date: October 3, 1996  
[Recording No.: 1996-0088123, of Official Records](#)  
Affects: A portion of the land

12. Matters contained in that certain document

Entitled: Regulatory Agreement  
Dated: August 5, 1996  
Executed by: Tax Credit Allocation Committee and Round Walk Village Partners L.P., a California limited partnership  
Recording Date: March 19, 1998  
[Recording No.: 1998-0027758, of Official Records](#)

Reference is hereby made to said document for full particulars.

Matters contained in that certain document

Entitled: Assignment, Assumption and Subordination of Regulatory Agreement  
Executed by: Tax Credit Allocation Committee, Round Walk Village Partners L.P., a California limited partnership and Burbank Housing Communities Corporation, a California limited partnership  
Recording Date: April 10, 2012  
[Recording No.: 2012034089, of Official Records](#)

Reference is hereby made to said document for full particulars.

## EXCEPTIONS (Continued)

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Tele-Vue Systems, Inc.  
 Purpose: The installation, repair and maintenance of a Broadband Communication System  
 Recording Date: July 15, 2004  
Recording No: [2004109090, of Official Records](#)

The exact location and extent of said easement is not disclosed of record.

14. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.: 20129080  
 Dated: Nov 2012, last revised Feb 2013  
 Prepared by: BKF Engineers/Surveyors/Planners  
 Matters shown:

a) The fact that some of the fence lines are not located on the property boundary lines.

b) The fact that there is a discrepancy in the boundary lines distance and bearing between the record vesting deed [Instrument No. 2012-034085](#) and Parcel Map No. 212 [Book 419 of Maps, Pages 48-50](#).

c) The fact that facilities for electric, firehydrants, grate inlets, sanitary sewer, sanitary sewer cleanouts & manholes, telephone, television, utility boxes, water, gate valves and light poles are located within the premises at various locations shown on said ALTA Survey.

15. Matters contained in that certain document

Entitled: Regulatory Agreement and Declaration of Restrictive Covenants  
 Dated: April 1, 2012  
 Executed by: California Municipal Finance Authority and Round Walk Village Partners 2, L.P.  
 Recording Date: April 3, 2013  
Recording No: [2013034372, of Official Records](#)

Reference is hereby made to said document for full particulars.

16. The right of the County of Sonoma to regulate and control the sale and occupancy of said land as a part of said authority's low and moderate income housing program, pursuant to Regulation No. 142 of said County, as disclosed by the Declaration of Covenants, Conditions and Restrictions recorded April 3, 2013, [Instrument No. 2013034372, of Official Records](#).

17. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$7,361,000.00 & \$4,639,000.00  
 Dated: April 1, 2013  
 Trustor/Grantor: Round Walk Village Partners 2, L.P.  
 Trustee: First Clara Corporation  
 Beneficiary: California Municipal Finance Authority  
 Loan No.: 1060420201  
 Recording Date: April 3, 2013  
Recording No: [2013034373, of Official Records](#)

**EXCEPTIONS  
(Continued)**

An assignment of the beneficial interest under said deed of trust which names:

Assignee: California Municipal Finance Authority  
Loan No.: 1060420201  
Recording Date: April 3, 2013  
Recording No.: [2013034373, of Official Records](#)

18. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$7,972,233.00  
Dated: April 1, 2013  
Trustor/Grantor Round Walk Village Partners 2, L.P.  
Trustee: Fidelity National Title Company  
Beneficiary: Burbank Housing Communities Corporation  
Loan No.: Not Shown  
Recording Date: April 3, 2013  
Recording No.: [2013034378, of Official Records](#)

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Bank of the West  
Loan No.: 1060420201  
Recording Date: April 3, 2013  
Recording No: 2013034374, of Official Records

An agreement recorded April 3, 2013 at [Recording No.: 2013034379, of Official Records](#) which states that this instrument was subordinated to the document or interest described in the instrument

Recording Date: April 3, 2013  
Recording No.: [2013034373, of Official Records](#)

Matters contained in that certain document

Entitled: Assignment and Assumption of City Home Loan  
Dated: July 10, 2013  
Executed by: Round Walk Village Partners, L.P., a California limited partnership, Burbank Housing Communities Corporation, a California non-profit public benefit corporation and The City of Petaluma, a California municipal corporation  
Recording Date: August 1, 2013  
Recording No.: [2013078609, of Official Records](#)

Reference is hereby made to said document for full particulars.

19. Matters contained in that certain document

Entitled: Regulatory Agreement  
Executed by: Tax Credit Allocation Committee and Round Walk Village Partners, L.P.  
Recording Date: April 9, 2015  
Recording No.: [2015029887, of Official Records](#)

Reference is hereby made to said document for full particulars.

## EXCEPTIONS (Continued)

An agreement to modify the terms and provisions of the said document, as therein provided

Executed by: Tax Credit Allocation Committee and Round Walk Village Partners 2, L.P.  
Recording Date: November 19, 2018  
Recording No: [2018079761, of Official Records](#)

20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Comcast Cable Communications, LLC  
Purpose: Broadband communications services  
Recording Date: May 16, 2018  
Recording No: [2018035568, of Official Records](#)  
Affects: As described therein

21. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

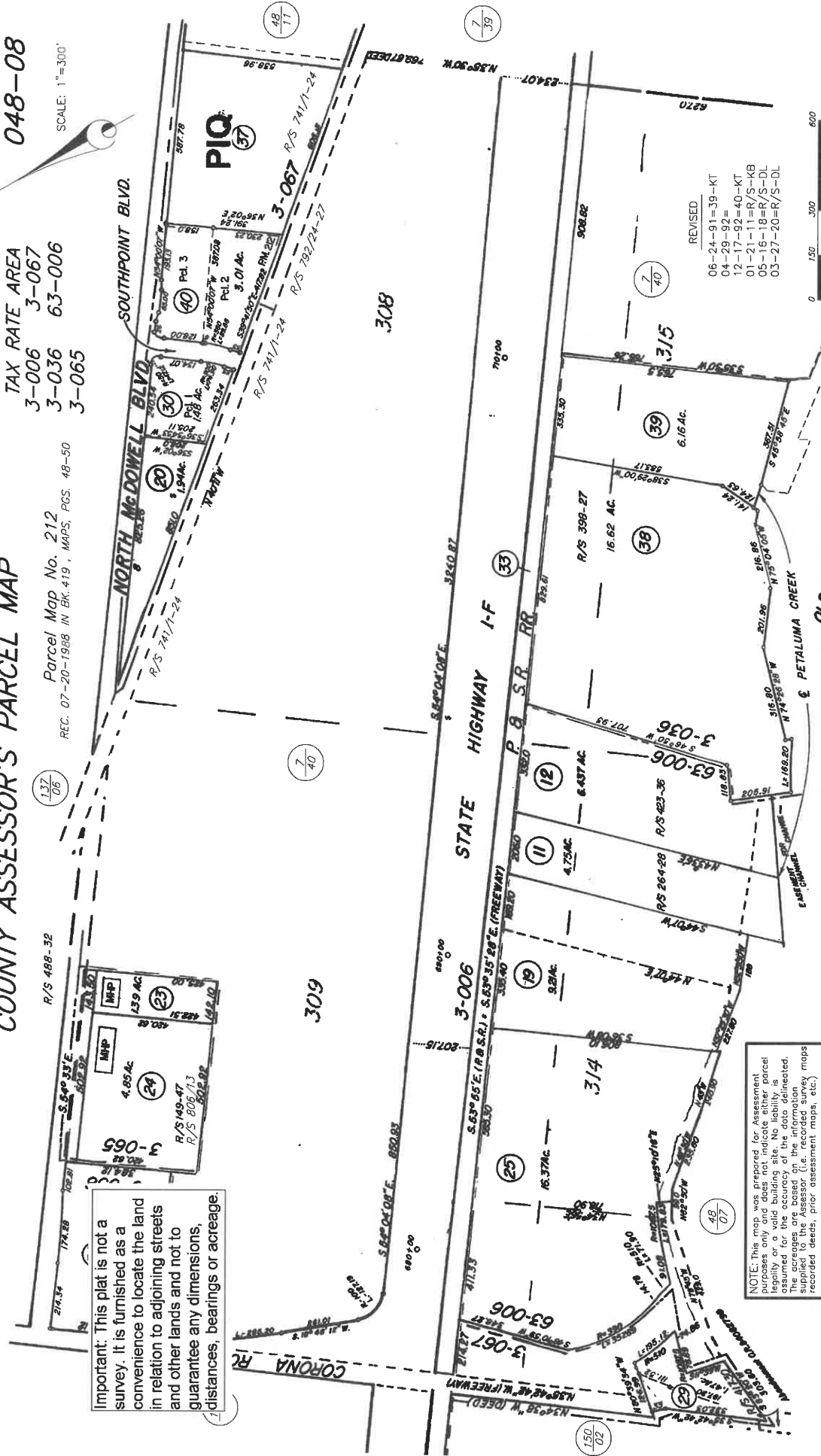
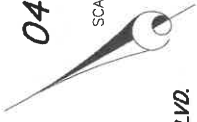
# COUNTY ASSESSOR'S PARCEL MAP

048-08

TAX RATE AREA  
3-006 3-067  
3-036 63-006  
3-065

Parcel Map No. 212  
REC. 07-20-1988 IN BK. 419, MAPS, PGS. 48-50

SCALE: 1"=300'



Important: This plat is not a survey. It is furnished as a convenience to locate the land in relation to adjoining streets and other lands and not to guarantee any dimensions, distances, bearings or acreage.

NOTE: This map was prepared for Assessment purposes only and does not constitute a legal plat or a valid building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

REVISED  
06-24-91=39-KT  
04-29-92=  
12-17-92=40-KT  
01-21-11=R/S-KB  
05-16-18=R/S-DL  
03-27-20=R/S-DL



Assessor's Map Bk. 048, Pg. 08  
Sonoma County, Calif. (ACAD)

HYBRID 1-21-11 KB