Assessor Parcel No.	Owner	Site Address	Project
137-011-063 and 137-011-064	BB&T LLC, a California limited liability company and Socks, LLC, a California limited liability company	1390 N. 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 BB&T LLC, a California limited liability company, and Socks, LLC, a California limited liability company, ("**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 1390 North McDowell Boulevard, Petaluma, California, more particularly identified as Assessor's Parcel Numbers 137-011-063 and 137-011-064 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 164, 49 C.F.R Section50.3.

   (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 328 ±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 $6,300 (SIX THOUSAND THREE HUNDRED AND FIFTY 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. 01006800-010-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: SOCKS, LLC and BB&T LLC
900 High Street
Palo Alto, CA 94301

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 ~~San Joaquin~~. 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: BB&T LLC, a California limited liability company, and Socks, LLC, a California limited liability company

By: _____

Name: GORDON BLATENCOURT

It's: MANAGER (SOCKS, LLC)

By: _____

Name: _____

It's: _____

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: 2/10/2023

SELLER: BB&T LLC, a California limited liability company, and Socks, LLC, a California limited liability company

By: _____

Name: KAREN MARIE BETTENCOURT HELTON

It's: Manager

By: _____

Name: _____

It's: _____

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)
County of Monterey)

On February 10, 2023 before me, Barbara Luis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Karen Marie Bettencourt Helton
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.

BARBARA LUIS
Notary Public - California
Monterey County
Commission # 2311165
My Comm. Expires Nov 26, 2023

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: Purchase Agreement
Document Date: 2/10/2023 Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
Corporate Officer — Title(s):	Corporate Officer — Title(s):
Partner — Limited General	Partner — Limited General
Individual Attorney in Fact	Individual Attorney in Fact
Trustee Guardian or Conservator	Trustee Guardian or Conservator
Other:	Other:
Signer Is Representing:	Signer Is Representing:

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 137-011-063
137-011-064

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, BB&T LLC, a California limited liability company, and Socks, LLC, a California limited liability company, 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

Signature Page to Follow

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant Deed as of this 6th day of FEBRUARY, 2022.

Grantor: BB&T LLC, a California limited liability company, and Socks, LLC, a California limited liability company

BB&T LLC, a California limited liability company
By: _____

Name: _____

Its: _____

Socks, LLC, a California limited liability company

By: _____

Name: GREGORY M. PETERSON

Its: MANAGER

PLEASE SEE
NOTARY ATTACHMENT

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)
County of San Mateo)

On 02/06/2023 before me, Hamed Jirsaraei, Notary public
Date *Here Insert Name and Title of the Officer*

personally appeared Gregory M Bettencourt
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

HAMED JIRSARAEI
Notary Public - California
San Mateo County
Commission # 2378148
My Comm. Expires Oct 11, 2025

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:
Number of Pages: 2P Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant Deed as of this 10 day of FEBRUARY, 2022

Grantor: BB&T LLC, a California limited liability company; and Socks, LLC, a California limited liability company

BB&T LLC, a California limited liability company

By: KBelton

Name: Karen Marie-Bettencourt Helton

Its: MANAGER

Socks, LLC, a California limited liability company

By: _____

Name: _____

Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

State of California
County of Monterey
On February 10, 2023 Before me, Barbara Luis, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Karen Marie Bettencourt Helton
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.

BARBARA LUIS
Notary Public - California
Monterey County
Commission # 2311165
My Comm. Expires Nov 26, 2023

Place Notary Seal Above

OPTIONAL

Description of Attached Document Exhibit A
Title or Type of Document Highway Easement Deed Date 2/10/2023
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

Exhibit "A"

EXHIBIT 'A'

Legal Description
Public Access Easement
Over the lands of
BB&T LLC and Socks, LLC

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 BB&T LLC, a California limited liability company as described in that Grant Deed filed for record March 2, 2000 under Document No. 2000-020333, Official Records of the County of Sonoma, and Socks, LLC, a California limited liability company as described in that Grant Deed filed for record October 23, 2001 under Document No. 2001-144635, Official Records of the County of Sonoma, and being more particularly described as follows:

PARCEL ONE
Commencing at a found 2" brass disk and punch mark in a standard City monument well at the intersection of N. McDowell Blvd. and Redwood Way as designated and delineated on that Record of Survey of the lands of SARM Enterprises, filed for record April 16, 1996 in Book 551 of Maps, at Pages 10-11, Sonoma County Records; thence from said Point of Commencement, along the extension of the monument line delineated on said Record of Survey, thence, North 53°38'23" West, for a distance of 417.73 feet; thence, North 36°21'37" East, for a distance of 43.37 feet to a point on the northeasterly right of way of N. McDowell Blvd and the Point of Beginning of the parcel to be herein described; thence, from said **POINT OF BEGINNING**, leaving said northeasterly right of way, North 36°32'31" East, for a distance of 3.00 feet; thence, South 53°27'29" East, for a distance of 32.00 feet; thence, South 36°32'31" West, for a distance of 3.00 feet to said northeasterly right of way of N. McDowell Blvd.; thence, along said northeasterly right of way, North 53°27'29" West, for a distance of 32.00 feet to the Point of Beginning of the hereinabove described parcel of land.

Containing 96 square feet, more or less.

PARCEL TWO
Commencing at a found 2" brass disk and punch mark in a standard City monument well at the intersection of N. McDowell Blvd. and Redwood Way as designated and delineated on that Record of Survey of the lands of SARM Enterprises, filed for record April 16, 1996 in Book 551 of Maps, at Pages 10-11, Sonoma County Records; thence from said Point of Commencement, along the extension of the monument line delineated on said Record of Survey, thence, North 53°38'23" West, for a distance of 527.87 feet; thence, North 36°21'37" East, for a distance of 43.72 feet to a point on the northeasterly right of way of N. McDowell Blvd and the Point of Beginning of the parcel to be herein described; thence, from said **POINT OF BEGINNING**, leaving said northeasterly right of way, North 36°32'31" East, for a distance of 3.50 feet; thence, South 53°27'29" East, for a distance of 39.00 feet; thence, South 36°32'31" West, for a distance of 3.50 feet to said northeasterly right of way of N. McDowell Blvd.; thence, along said northeasterly right of way, North 53°27'29" West, for a distance of 39.00 feet to the Point of Beginning of the hereinabove described parcel of land.

Containing 136 square feet, more or less.

PARCEL THREE

Commencing at a found 2" brass disk and punch mark in a standard City monument well at the intersection of N. McDowell Blvd. and Redwood Way as designated and delineated on that Record of Survey of the lands of SARM Enterprises, filed for record April 16, 1996 in Book 551 of Maps, at Pages 10-11, Sonoma County Records; thence from said Point of Commencement, along the extension of the monument line delineated on said Record of Survey, thence, North 53°38'23" West, for a distance of 385.73 feet; thence, North 36°21'37" East, for a distance of 43.27 feet to a point on the northeasterly right of way of N. McDowell Blvd and the Point of Beginning of the parcel to be herein described; thence, from said **POINT OF BEGINNING**, leaving said northeasterly right of way, North 36°32'31" East, for a distance of 3.00 feet; thence, South 53°27'29" East, for a distance of 32.00 feet; thence, South 36°32'31" West, for a distance of 3.00 feet to said northeasterly right of way of N. McDowell Blvd.; thence, along said northeasterly right of way, North 53°27'29" West, for a distance of 32.00 feet to the Point of Beginning of the hereinabove described parcel of land.

Containing 96 square feet, more or less.

Basis of Bearings: Record of Survey of the lands of SARM Enterprises, filed for record April 16, 1996 in Book 551 of Maps, at Pages 10-11, Sonoma County Records

Prepared by:

BKF ENGINEERS

PROFESSIONAL LAND SURVEYOR
RALPH H. THOMAS
No. 4760
STATE OF CALIFORNIA

Dated: 10/6/2022

Ralph H. Thomas, PLS No. 4760

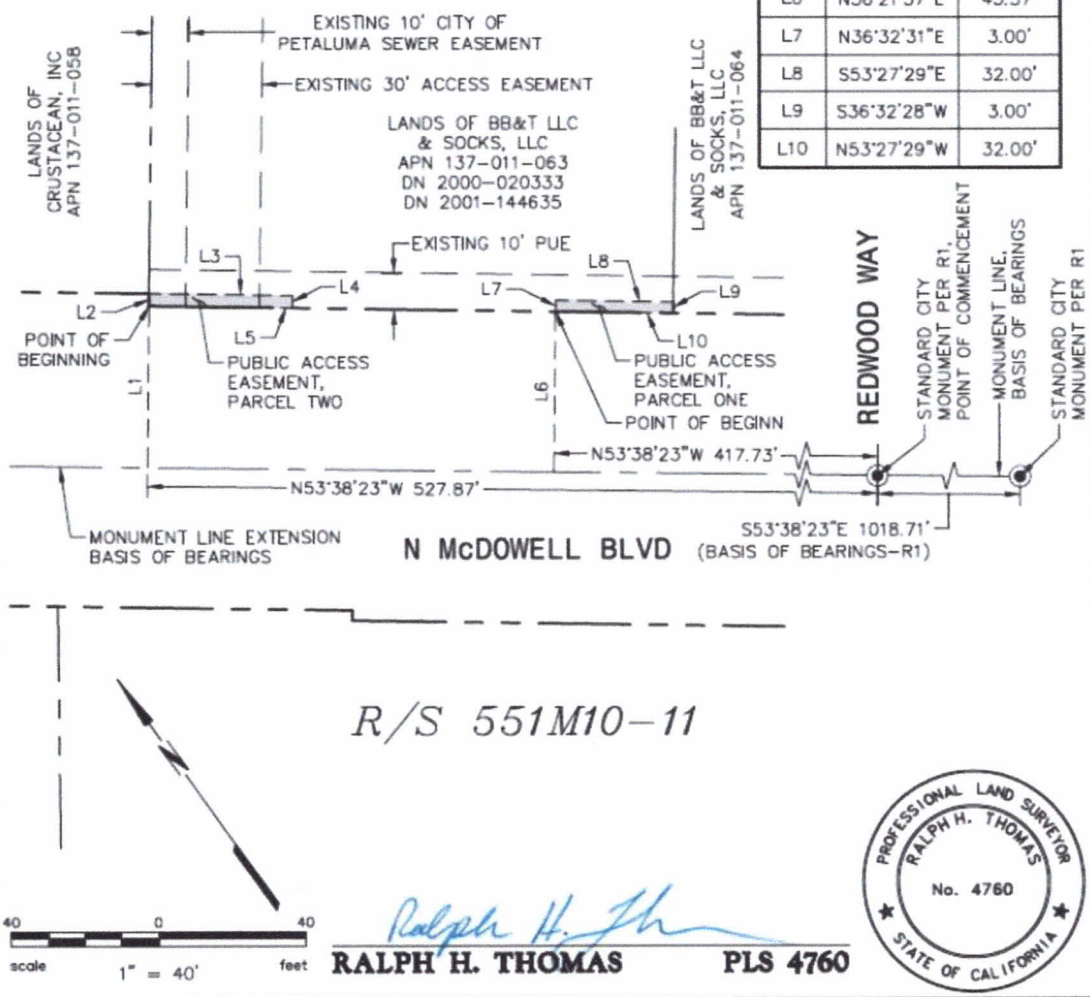
APN 137-011-063 & 064

Exhibit "B"

EXHIBIT 'B-1'

LEGEND:
R1 551 MAPS 10-11

PARCEL LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N36°21'37"E	43.72'
L2	N36°32'31"E	3.50'
L3	S53°27'29"E	39.00'
L4	S36°32'31"W	3.50'
L5	N53°27'29"W	39.00'
L6	N36°21'37"E	43.37'
L7	N36°32'31"E	3.00'
L8	S53°27'29"E	32.00'
L9	S36°32'28"W	3.00'
L10	N53°27'29"W	32.00'



Ralph H. Th

RALPH H. THOMAS PLS 4760

PROFESSIONAL LAND SURVEYOR RALPH H. THOMAS No. 4760 STATE OF CALIFORNIA

BKF
200 4th STREET
SUITE 300
SANTA ROSA, CA 95401
(707) 583-8500
www.bkf.com

Subject GRANT OF PUBLIC ACCESS EASEMENT OVER THE LANDS OF BB&T LLC AND SOCKS, LLC
Job No. 20202059
By BTL Date OCT 2022 Chkd. RHT
SHEET 1 OF 2

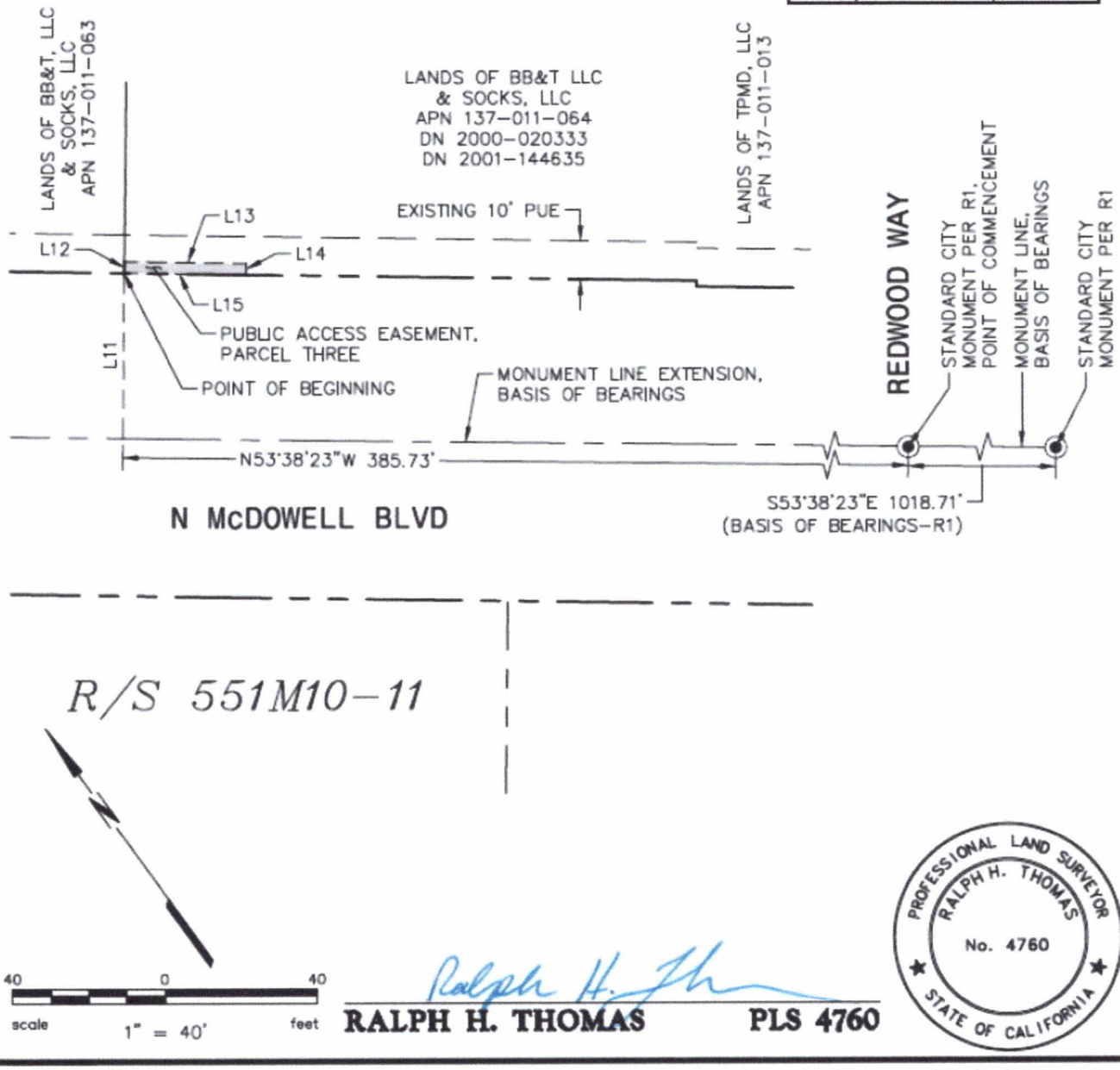
Plot Oct 05, 2022 at 10:44am

202059_ESMT-PAE-137-01-BOB.dwg

EXHIBIT 'B-2'

LEGEND:
R1 551 MAPS 10-11

PARCEL LINE TABLE		
LINE	DIRECTION	LENGTH
L11	N36°21'37"E	43.27'
L12	N36°32'28"E	3.00'
L13	S53°27'29"E	32.00'
L14	S36°32'31"W	3.00'
L15	N53°27'29"W	32.00'



PROFESSIONAL LAND SURVEYOR
RALPH H. THOMAS
No. 4760
STATE OF CALIFORNIA

Ralph H. Th

RALPH H. THOMAS **PLS 4760**

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Subject GRANT OF PUBLIC ACCESS EASEMENT OVER THE LANDS OF BB&T LLC AND SOCKS, LLC
Job No. 20202059
By BTL Date OCT 2022 Chkd. RHT
SHEET 2 OF 2

Plot Oct 05, 2022 at 10:45am

202059_ESMT-PAE-137-01-B08.dwg

CITY OF PETALUMA

POST OFFICE BOX 61
PETALUMA, CA 94953-0061

January 9, 2023

Greg Bettencourt
B B & T LLC ET AL
900 High Street
Palo Alto, CA 94301

RE: 1390 N McDowell Blvd, Petaluma - Wilco building
APNs 137-011-063 and -064

Dear Mr. Bettencourt,

The City of Petaluma's Public Works and Utilities Department will be implementing a street improvement project extending along 1.75 miles of North McDowell Boulevard from Sunrise Parkway north to Old Redwood Highway in 2023. This Complete Streets Project (the project) proposes a full reconstruction of the current four-lane arterial roadway and includes work to provide a safe path of travel on sidewalks alongside the Boulevard. The intent is to remedy locations along the corridor where the existing sidewalk is not compliant with current ADA (Americans with Disabilities Act) standards, primarily because of the slopes or lack of detectable surfaces.

The City would like to improve the existing sidewalk and ramp at the driveway near your property at 1390 N McDowell Blvd, currently tenanted by Wilco. The City holds a utility easement over most of the area in question, but to improve the sidewalk, the City needs an access (sidewalk) easement. City acquisition of an access easement will allow a compliant ADA path of travel to be constructed that is safe and directionally correct.

This letter is to confirm that the City's project would not change the current or future development potential for the 1390 N McDowell Blvd site comprised of 137-011-063 and -064 in that the improvement project will not change the zoning of the property or the applicable development standards. The site has Commercial 1 zoning with a Floodplain Combining District overlay; this designation does not require any setback from the front or street side. The existing public utility easement along McDowell already restricts development from occurring over the sidewalk area. Furthermore, any site redevelopment would require a public sidewalk and compliant ADA access. The Planning Division does not foresee any circumstance in which the requested minor easement or sidewalk improvements would negatively impact the property's development potential in the near or long term should the property owner accept an offer from Public Works to convey a sidewalk access easement to the City.

Community Development Department
11 English Street
Petaluma, CA 94952

Phone (707) 778-4301
Fax (707) 778-4498

Building Division
Phone (707) 778-4301
Fax (707) 778-4498
E-Mail:
building@cityofpetaluma.org

To Schedule Inspections
Phone (707) 778-4479

Planning Division
Phone (707) 778-4470
Fax (707) 778-4498
E-Mail:
petalumaplanning@cityofpetaluma.org

Project Manager and Senior Traffic Engineer Ken Eichstaedt will reach out to you regarding the easement request, or you can reach him at KEichstaedt@cityofpetaluma.org or 707-776-3672.

Sincerely,

Brian Oh

Brian Oh
Community Development Director

Copy:

Tiffany Robbe, Deputy Planning Manager
Andrew Trippel, Planning Manager
Ken Eichstaedt, Senior Traffic Engineer, Public Works & Utilities

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Highway Easement Deed, dated _____ from BB&T LLC, a California limited liability company, and Socks, LLC, a California limited liability company, to the City of Petaluma, a municipal corporation and California Charter City ("CITY"), GRANTEE, relating to the real property commonly known as 1390 N. McDowell Boulevard (APNs: 1390 N. McDowell Boulevard) is hereby accepted on behalf of the CITY buy 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