

Mission Statement

“We Care for Our Residents by Working Together to Build a Better Community for Today and Tomorrow.”



**CITY OF ROHNERT PARK
CITY COUNCIL AGENDA REPORT**

Meeting Date: October 22, 2024
 Department: City Administration
 Submitted By: Marcela Piedra, City Manager
 Prepared By: Kevin King, Sr. Management Analyst
 Agenda Title: **Adopt a Resolution to Approve and Authorize the City Manager to Execute an Exclusive Negotiating Agreement between the City of Rohnert Park and CenterCal Properties, LLC for the development of 6400 State Farm Drive**

RECOMMENDED ACTION:

Adopt a resolution to approve and authorize the City Manager to execute an Exclusive Negotiating Agreement between the City of Rohnert Park and CenterCal Properties LLC for the development of 6400 State Farm Drive.

BACKGROUND:

The City is the owner of an approximately 29.88-acre parcel of real property, commonly known as 6400 State Farm Drive, Rohnert Park (Assessor Parcel Number 143-051-072-000). The property is located within the Central Rohnert Priority Development Area Plan (“PDA Plan”), with an approved Environmental Impact Report (“PDA EIR”) prepared in accordance with the requirements of the California Environmental Quality Act (“CEQA”) and a Mitigation Monitoring and Reporting Plan (“PDA MMRP”). In addition to being in the PDA, 6400 State Farm Drive is located within the Station Center Subarea and Downtown District Amenity Zone (“DDAZ”) as designated in the PDA Plan.

On March 4, 2023, the City Council adopted Resolution No. 2023-019, determining the Property is “exempt surplus land” pursuant to provisions of the Surplus Land Act (SLA), Government Code Section 54221; and on April 14, 2023, the State of California, Department of Housing and Community Development (HCD), notified the City that it concurred with the City’s determination.

On November 1, 2023, the City issued a Request for Qualifications (RFQ) for development of the property, and on August 27, 2024, City Council supported staff’s recommendation and selected CenterCal Properties Inc.—a commercial real estate developer and property manager—from a choice of five developers who applied through that RFQ.

Following that selection, the City is now considering entering into an Exclusive Negotiating Agreement (ENA) with CenterCal to develop the site at 6400 State Farm Drive.

ANALYSIS: As a result of the RFQ process, City staff is recommending approval of an ENA, so that CenterCal and the City can immediately begin negotiating the next phases of the project, including a term sheet, a disposition and development agreement (DDA) outlining the disposition of the property, scope of work, project schedule, and other important terms and conditions.

ENVIRONMENTAL ANALYSIS:

This action is exempt from the California Environmental Quality Act (“CEQA”) because it does not qualify as a “project” pursuant to Public Resource Code Section 21065 and CEQA Guidelines Sections 15320, 15378 and 15061(b)(3), because it can be seen with certainty that there is no possibility the City’s action would cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

As noted at the outset of this report, the real property located at 6400 State Farm Drive, is located within the Central Rohnert Priority Development Area Plan (“PDA Plan”). Further, the property is located within the Station Center Subarea and Downtown District Amenity Zone (“DDAZ”) as designated in the PDA Plan. The City previously certified and approved an Environmental Impact Report (“PDA EIR”) prepared in accordance with the requirements of the California Environmental Quality Act (“CEQA”) and a Mitigation Monitoring and Reporting Plan (“PDA MMRP”), in connection with the approval of the PDA Plan and the DDAZ and any development resulting from the execution of this ENA will be subject to the provisions of the PDA MMRP. Thus, reliance on the PDA EIR for purposes of approval of this ENA is appropriate at this time as there are no substantial changes to the project contemplated by the ENA, no substantial changes to the circumstances under which the project contemplated by the ENA is undertaken, and there is no new information of substantial importance, which was not known at the time the PDA EIR was certified, which would otherwise require the preparation of a subsequent EIR or supplement to the PDA EIR in accordance with CEQA Guidelines Section 15162 and 15163, respectively. Furthermore, as provided in Section 5 and 9 of the ENA, the land use entitlements required for any development of the property remain subject to further CEQA review, and the City retains all discretion in accordance with the law to evaluate the environmental impacts of any proposed development to the extent not adequately addressed in the PDA EIR.

STRATEGIC PLAN AND COUNCIL PRIORITIES ALIGNMENT:

This action is consistent with Council Strategic Plan Goal 2 (“Community Quality of Life”) and is Council Priority No. 1 for FY24/25 (“Continue to Make Progress on a Downtown”).

OPTIONS CONSIDERED:

1. Adopt a Resolution to Approve and Authorize the City Manager to Execute an Exclusive Negotiating Agreement between the City of Rohnert Park and CenterCal Properties, LLC for the development of 6400 State Farm Drive. (**recommended**)
2. Do Not Adopt a Resolution to Approve and Authorize the City Manager to Execute an Exclusive Negotiating Agreement between the City of Rohnert Park and CenterCal Properties, LLC for the development of 6400 State Farm Drive. (not recommended)

FISCAL IMPACT/FUNDING SOURCE:

To be determined. The City is relying on CenterCal to fund the construction of the project.

Code Compliance Approval Date: N/A

Department Head Approval Date: 10/15/24

Finance Approval Date: N/A

Human Resources Approval Date: N/A

City Attorney Approval Date:

City Manager Approval Date: 10/15/24

Attachments:

1. A resolution to Authorize the City Manager to Execute an Exclusive Negotiating Agreement between the City of Rohnert Park and CenterCal Properties, LLC for the development of 6400 State Farm Drive LLC
 - a. Resolution Exhibit A: Exclusive Agreement to Negotiate with CenterCal Properties, LLC

RESOLUTION NO. 2024-092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE CITY OF ROHNERT PARK AND CENTERCAL PROPERTIES LLC FOR THE DEVELOPMENT OF 6400 STATE FARM DRIVE

WHEREAS, the City is the owner of an approximately 29.88-acre parcel of real property, commonly known as 6400 State Farm Drive in Rohnert Park, California (Assessor Parcel Number 143-051-072-000, as depicted on the County Assessor’s Parcel Map)(“Property”); and

WHEREAS, City issued a Request for Qualifications (RFQ) for development of the Property on November 1, 2023, with a deadline to submit qualifications by January 18, 2024; and

WHEREAS, the City reviewed all submissions for this RFQ and determined that CenterCal Properties, LLC (“CenterCal”) would be best suited to develop the Property; and

WHEREAS, the City and CenterCal desire to enter into an Exclusive Negotiating Agreement (“ENA”) in order to set forth the terms under which both will negotiate a detailed term sheet, disposition and developer agreement (“DDA”), and process all necessary land use entitlements required to develop the Property which, if negotiations are successful, will be presented to the City Council for approval; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it hereby finds as follows:

1. The City previously certified and approved an Environmental Impact Report (“PDA EIR”) prepared in accordance with the requirements of the California Environmental Quality Act (“CEQA”) and a Mitigation Monitoring and Reporting Plan (“PDA MMRP”), in connection with the approval of the Central Rohnert Priority Development Area Plan (“PDA Plan”) and the Station Center Subarea and Downtown District Amenity Zone (“DDAZ”) which encompasses and governs land use of the Property.
2. The ENA anticipates that CenterCal Properties will pursue land use entitlements that are consistent with the PDA Plan and the DDAZ and any development resulting from the execution of this ENA will be subject to the provisions of the PDA MMRP.
3. Reliance on the PDA EIR for purposes of approval of this ENA is appropriate at this time as there are no substantial changes to the project contemplated by the ENA, no substantial changes to the circumstances under which the project contemplated by the ENA is undertaken, and there is no new information of substantial importance, which was not known at the time the PDA EIR was certified, which would otherwise require the preparation of a subsequent EIR or supplement to the PDA EIR in accordance with CEQA Guidelines Section 15162 and 15163, respectively.
4. Furthermore, as provided in Sections 5 and 9 of the ENA, the land use

entitlements required for any development of the Property remain subject to further CEQA review, and the City retains all discretion in accordance with the law to evaluate the environmental impacts of any proposed development on the Property proposed by CenterCal to the extent not adequately addressed in the PDA EIR; and,

BE IT FURTHER RESOLVED, by the City Council of the City of Rohnert Park that an Exclusive Negotiating Agreement between the City of Rohnert Park and CenterCal Properties, LLC for the development of 6400 State Farm Drive, in the form attached hereto as Exhibit A, is hereby approved; and,

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute and to take all actions necessary to implement the Exclusive Negotiating Agreement on behalf of the City of Rohnert Park.

DULY AND REGULARLY ADOPTED by the City Council of the City of Rohnert Park this 22nd day of October, 2024.

CITY OF ROHNERT PARK

Susan H. Adams, Mayor

ATTEST:

Sylvia Lopez Cuevas, City Clerk

APPROVED AS TO FORM:

Michelle M. Kenyon, City Attorney

Exhibit A: Exclusive Negotiating Agreement

ELWARD: _____ RODRIGUEZ: _____ SANBORN: _____ GIUDICE: _____ ADAMS: _____
AYES: () NOES: () ABSENT: () ABSTAIN: ()

EXCLUSIVE AGREEMENT TO NEGOTIATE

THIS EXCLUSIVE AGREEMENT TO NEGOTIATE (“**Agreement**”), dated for reference purposes as of October 22, 2024 (the “**Effective Date**”), is entered into by and between the CITY OF ROHNERT PARK, a California municipal corporation (“**City**”), and CENTERCAL PROPERTIES, LLC, a Delaware limited liability company (“**Developer**”). City and Developer are sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. The City is the owner of an approximately 29.88-acre parcel of real property, commonly known as 6400 State Farm Drive, Rohnert Park, California, Assessor Parcel Number 143-051-072-000 (the “**Property**”), as depicted on the County Assessor’s Parcel Map attached hereto as Exhibit A.

B. The Property is located within the Central Rohnert Park Priority Development Area Plan (“**PDA Plan**”), approved and adopted by the City Council on March 22, 2016, pursuant to Resolution No. 2016-28. Prior to the approval and adoption of the PDA Plan, on March 22, 2016, the City Council adopted Resolution No. 2016-27 certifying that the PDA Plan Final Environmental Impact Report (“**PDA EIR**”) was prepared in accordance with the requirements of the California Environmental Quality Act (“**CEQA**”) to evaluate the environmental impacts of the PDA Plan, adopted Findings of Facts, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Plan (“**PDA MMRP**”).

C. The Property is located within the Station Center Subarea and Downtown District Amenity Zone (“**DDAZ**”) as designated in the PDA Plan. Thereafter, to further implement the PDA Plan, on November 27, 2018, the City Council adopted Ordinance No. 927 and thereby established form based zoning code provisions consistent with adopted design guidelines for a mixed use downtown environment within the DDAZ.

D. On March 4, 2023, the City Council adopted Resolution No. 2023-019, determining the Property is “exempt surplus land” pursuant to provisions of the Surplus Land Act, Government Code Section 54221 *et seq.* Thereafter, on April 14, 2023, the State of California, Department of Housing and Community Development (“**HCD**”), notified the City that it concurred with the City’s determination. Effective January 1, 2024, the Surplus Land Act was amended such that the basis for the aforementioned “exempt surplus land” determination by the City, as concurred by HCD, is now set forth in Government Code Section 54221 (f)(1)(H) (the “**SLA Requirements**”).

E. City issued a Request for Qualifications (“**RFQ**”) for development of the Property on November 1, 2023. On August 27, 2024, the City Council, based on the statements of qualifications submitted in response to the RFQ, selected Developer to negotiate with City and to potentially become the master developer of a potential development project to include a mix of residential, commercial and public uses substantially consistent with the approved PDA Plan, DDAZ, and SLA Requirements (“**Project**”) on the Property.

F. City and Developer desire to enter into this Agreement in order to set forth the terms under which the Parties will enter into an exclusive relationship to negotiate in good faith a detailed non-binding term sheet with respect to the Project (“**Term Sheet**”) which, if negotiations are

successful, will be presented to the City Council for approval. If the City Council approves the Term Sheet, this Agreement also establishes procedures and standards for the good faith negotiation and drafting of a comprehensive proposed Disposition and Development Agreement (“DDA”), consistent with the Term Sheet providing, among other things, for City’s conveyance to Developer, subject to Developer meeting performance milestones to be set forth in the DDA, of all of the Property via multiple phased closings, and Developer’s implementation, either itself or in cooperation with one or more vertical developers, of the Project.

NOW, THEREFORE, City and Developer hereby mutually agree as follows:

AGREEMENTS

1. Incorporation of Recitals.

The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as though set forth in full.

2. Exclusive Negotiations.

City and Developer agree for the Negotiating Period described in Section 3 below, to work together cooperatively to diligently and in good faith negotiate on an exclusive basis and present for City Council consideration a Term Sheet, and, if the City Council approves the Term Sheet, to diligently negotiate in good faith and on an exclusive basis the terms of a mutually satisfactory DDA for the conveyance to Developer, subject to Developer meeting performance milestones to be set forth in the DDA, of the Property via multiple phased closings and implementation of the Project thereon, all on terms consistent with the approved Term Sheet. Further, the Parties shall reasonably cooperate to market the Project within and outside the City of Rohnert Park. Subject to third party confidentiality obligations and attorney client privilege protections, City will provide the Developer with reasonable access to all available documents in its possession related to the Property and Project, including, but not limited to surveys, maps, reports, studies, and analyses and cooperate with the Developer to provide information in the City’s possession or control so that the Developer can perform its obligation under this Agreement.

3. Negotiating Period.

The Negotiating Period will be conducted in two stages as follows:

3.1 Preliminary Stage. The first stage of the Negotiating Period (“**Preliminary Stage**”) shall commence on the Effective Date and expire, unless extended as provided in Section 3.3 below, one hundred fifty (150) calendar days thereafter. During the Preliminary Stage, the Parties shall diligently and in good faith work together to negotiate and present to the City Council, prior to expiration of the Preliminary Stage, for Council’s consideration and potential approval of a Term Sheet addressing matters described in the RFQ, the SLA Requirements, and such other matters agreed upon by the Parties. Within five (5) calendar days of the Effective Date, the City shall provide Developer for its review and comment an initial outline of matters to be negotiated in the preparation of the Term Sheet.

In connection with the negotiation of the Term Sheet, Developer shall submit to City: (a) a pro-forma budget identifying reasonably anticipated and estimated costs of purchasing the Property and constructing the Project, and identification of the anticipated equity and debt sources of such funds (“**Sources and Uses**”) within ninety (90) calendar days following the Effective Date; and (b) draft conceptual designs for the Project, which must include, a dimensioned and detailed site plan, parking and circulation plan, elevations or renderings of critical components of the proposed Project (e.g. major public spaces) as agreed during negotiation of the Term Sheet, tabulation of areas/uses, and anticipated parcelization plan and phasing plan for public infrastructure and Project improvements (“**Draft Conceptual Design**”) within forty-five (45) calendar days following the Effective Date.

The Sources and Uses shall be updated from time to time during the Preliminary Stage as the Parties may agree, and to the extent such information is available and reliable, shall include all estimated “hard” and “soft” costs and contingencies, shall identify the anticipated source of funds (e.g. Developer’s Principals’ capital contributions, third party loans, third party equity, etc.), and shall be accompanied by evidence reasonably satisfactory to City that Developer shall have the ability to secure (based on the anticipated source of funds identified) sufficient funds to meet all budget requirements for the Project. The Sources and Uses shall be updated in connection with presentation of the Term Sheet to the City Council for approval.

Within thirty (30) calendar days of receipt of the Draft Conceptual Design, City staff and Developer shall meet and confer to discuss any revisions thereto as may be desired or required to conform with the PDA Plan, PDA MMRP, DDAZ, or SLA Requirements. Developer shall thereafter make any agreed upon revisions and resubmit the revised Draft Conceptual Design to the City within thirty (30) days after said meet and confer.

If the Parties fail to reach agreement on a mutually acceptable Term Sheet prior to expiration of the Preliminary Stage, either Party may terminate this Agreement by written notice to the other Party. Upon such termination, neither Party shall have any further rights or obligations under this Agreement, except as expressly set forth herein. If the Parties reach agreement on a mutually acceptable Term Sheet and Draft Conceptual Design, and such Term Sheet and Draft Conceptual Design are approved by the City Council, Developer, at its option, may nevertheless terminate this Agreement by written notice to City delivered within thirty (30) calendar days of the date of the City Council’s approval of the Term Sheet and Draft Conceptual Design, in which case neither Party shall have any further rights or obligations under this Agreement, except as expressly set forth herein.

3.2 DDA Stage.

(a) If, and only if, prior to expiration of the Preliminary Stage, as may be extended pursuant to Section 3.3 below, the Parties reach agreement on a mutually acceptable Term Sheet and Draft Conceptual Design, and the City Council approves the Term Sheet and Draft Conceptual Design, the Parties shall proceed to the second stage of the Negotiating Period (“**DDA Stage**”), which shall commence on the date the City Council approves the Term Sheet and Draft Conceptual Design, and unless extended as provided in Section 3.3 below, shall expire on the date which is eighteen (18) months thereafter. The City Manager or designee is authorized to approve amendments to this Agreement to the extent consistent with the approved Term Sheet. If a DDA

has not been executed by City and Developer by the expiration of the DDA Stage (as may be extended pursuant to the term herein), then this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement, except as set forth herein.

(b) In connection with the negotiation of the DDA, the Sources and Uses shall be updated from time to time during the DDA Stage as the Parties may agree, and to the extent such information is available and reliable, shall include all estimated “hard” and “soft” costs and contingencies, shall identify the anticipated source of funds (e.g. Developer’s Principals’ capital contributions, third party loans, third party equity, etc.), and shall be accompanied by evidence reasonably satisfactory to City that Developer shall have the ability to secure sufficient funds (based on the anticipated source of funds identified) to meet all budget requirements for the Project. The foregoing notwithstanding, the Sources and Uses shall be updated no later than (i) ninety (90) calendar days following submission of applications for all required Project Approvals, and (ii) not less than ninety (90) calendar days prior to the scheduled presentation of a DDA to the City Council for its consideration of approval.

(c) If Developer elects to proceed with the proposed Project in accordance with this Agreement, then within one hundred eighty (180) calendar days of City Council approval of the Draft Conceptual Design, Developer shall submit an application to the City for all required land use entitlements (e.g. use permit, design review, subdivision, etc., collectively the “**Project Approvals**”) needed for the Project based on the Draft Conceptual Design, and timely provide all information, data, plans and material requested by City to complete said applications. Developer acknowledges that City Council approval of the Draft Conceptual Design does not preclude further review and revision of the Project as may be desired by the Parties or required as part of the Project Approvals or CEQA review process. Developer shall use good faith efforts to prepare and provide all site plans, elevations, architectural details, landscape and planting plans (including evaluations of the health of existing trees on the Property), parking plans, and phasing plans as reasonably necessary and appropriate to secure the Project Approvals within the period of the DDA Stage. Developer shall pay all fees, costs and expenses associated with the application, review and processing of all required Project Approvals, and such fees, costs and expense shall not be charged against the Deposit.

3.3 Extensions. The Preliminary Stage may be extended one or more times for a period not to exceed an additional one hundred fifty (150) calendar days (for a maximum total of three hundred (300) calendar days for the Preliminary Stage) on City’s behalf by the City Manager or designee if such official determines in their sole discretion that the Parties have made substantial progress in their negotiations to merit such extension. The DDA Stage may be extended one or more times for a period not to exceed an additional ninety (90) calendar days by the City Manager or designee if such official determines in their sole discretion that such an extension is necessary to address delays related to CEQA compliance. Subject to approval by the City Council, which it may grant or deny in its sole discretion, either stage of the Negotiating Period may also be extended by mutual written agreement of the Parties.

4. Exclusivity of Negotiations; Community Outreach.

During the Negotiating Period, the City shall negotiate in good faith and exclusively with the Developer regarding implementation of the Project. Accordingly, Developer shall engage all

appropriate development team disciplines (e.g. design, construction, development, sales, marketing, budgeting, estimating, finance, legal, etc.) to fulfill the terms and conditions of this Agreement and, except as may be set forth in the Term Sheet, to thereafter implement the Project at no cost to City. In furtherance of the foregoing, the City agrees not to solicit or consider, during the Term, any other proposals or negotiate with any other developers or other parties, with respect to the subject of the negotiations set forth herein without the prior written consent of Developer, to be granted or withheld by Developer in its reasonable discretion.

5. Project Implementation.

Pursuant to the requirements of CEQA, the City certified the PDA EIR, adopted Findings of Fact, a Statement of Overriding Considerations, and adopted the PDA MMRP in conjunction with adoption of the PDA Plan and DDAZ. Developer acknowledges that in conjunction with City consideration of a proposed DDA and the Project Approvals, it will be necessary to comply with CEQA at the Project level. However, to the extent permitted, the PDA EIR may be relied upon by the City in its evaluation of the environmental impacts of the DDA and Project Approvals under CEQA. Furthermore, Developer acknowledges that it will be necessary to comply with the SLA Requirements.

6. Funding of City Costs.

Developer shall, within five (5) business days of execution of this Agreement by City, provide to City a cash deposit in the amount of Fifty Thousand Dollars (\$50,000) (“**Deposit**”). City is entitled to draw against the Deposit and apply such draws to pay all City Costs (defined below) incurred after the Effective Date and during the Negotiating Period. Thereafter, City shall provide Developer with monthly invoices for City Costs. Such invoices must provide sufficient detail (which for any third party such as consultants, vendors or service providers, excluding outside legal counsel who shall provide invoices as set forth below, shall be by way of the inclusion of reasonably detailed invoices from such third parties) from which Developer may confirm who performed the services (i.e. city staff, outside counsel or consultants), the nature of the work performed, the hours worked, the rates charged to Developer, and that the services performed are properly included within City Costs. Developer acknowledges that the information shown on the outside legal counsel invoices will be general in nature, shall include only a high level summary of time spent and amount payable for each billing period, and shall not include details that may be included in billing statements provided to City, which the Parties acknowledge are attorney-client privileged. Developer shall be responsible for all City Costs incurred by City during the Negotiation Period and shall make subsequent increases to the Deposit in increments of no less than Twenty Thousand Dollars (\$20,000) within fifteen (15) calendar days after written notice from City that the amount of the unexpended Deposit is less than Ten Thousand Dollars (\$10,000).

If the Parties are unable to reach agreement on a mutually acceptable Term Sheet or if the City Council does not approve the Term Sheet, the remaining Deposit funds, if any, shall be returned to Developer within thirty (30) calendar days following the expiration or termination of this Agreement.

As used in this Agreement, “**City Costs**” means and includes all internal and reasonable third party expenses incurred by City after the Effective Date and during the Negotiation Period in

connection with the negotiation and drafting of the Term Sheet and DDA, including but not limited to expenses of City staff, financial consultants, attorneys, planners, and engineers retained to negotiate and draft the Term Sheet and DDA, and prepare analyses regarding the timing and Developer's financial ability to complete the Project, all related solely to the Project. City may not impose any "upcharge" or "overhead" fee or charge on the rates payable under any outside vendor- or third party consultant-related contracts for City Costs.

Developer acknowledges that separate and apart from its obligation to pay for City Costs pursuant to this Agreement, Developer will be responsible to pay all costs, fees and expenses associated with the processing, review and analysis of applications for the Project Approvals, including any review as may be required in accordance with CEQA, and such fees, costs and expense shall not be charged against the Deposit.

Within thirty (30) calendar days of the Effective Date, City shall provide Developer with a good faith budget of the total City Costs it anticipates to incur during the Negotiating Period; and within thirty (30) calendar days of the commencement of the DDA Stage, an updated good faith budget of the total of the City Costs it anticipates to incur during the DDA Stage (collectively, the "**City Costs Budget**"). City shall use good faith and commercially reasonable efforts to abide by the City Costs Budget, shall provide Developer with timely notice if it anticipates any material increases to the City Costs Budget, and shall provide Developer with periodic budget tracking updates upon Developer's request.

7. Developer's Representations and Warranties.

Developer represents and warrants to City as follows:

7.1 Authority. Developer is a limited liability company duly organized in the State of Delaware and in good standing under the laws of the State of California. Developer has full right, power, and lawful authority to undertake all of its obligations under this Agreement, and Developer's execution and delivery of this Agreement, and the performance of the obligations of Developer hereunder have been duly authorized by all requisite company actions on the part of Developer.

7.2 No Conflict. Developer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer and/or Developer's manager or managing member, as applicable, is a party or by which it is bound.

7.3 Litigation or Other Proceedings. The litigation disclosures previously provided by Developer to City in connection with Developer's Statement of Qualifications ("**SOQ**"), dated January 22, 2024, in response to the RFQ are true and complete in all material respects. As of the Effective Date, Developer is not a party to, or subject of, any development project-related litigation other than as previously disclosed to City in connection with Developer's SOQ submittal. Further, to Developer's knowledge, no litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of Developer to perform its obligations under this Agreement.

7.4 Financial Statements; No Material Change in Financial Condition. The financial statements previously submitted by Developer to City in connection with Developer's SOQ submittal are true and accurate in all material respects. As of the Effective Date, to Developer's knowledge, there have been no material changes in Developer's financial condition from the financial condition as reflected in the financial statements previously submitted by Developer.

7.5 No Developer Bankruptcy. As of the Effective Date, neither Developer nor Developer's manager or managing member, as applicable, is the subject of any bankruptcy proceeding, nor has either (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by its respective creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of its assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of its assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

Developer shall promptly notify City of any material change in any condition or of any event or circumstance which makes any representation or warranty of Developer under this Section 7 untrue or misleading.

8. Progress Reports and Information.

Within fifteen (15) business days following the City's request, which may be made from time to time during the Negotiating Period, the Developer shall submit to the City a written progress report advising the City on the status of all work being undertaken by Developer or on its behalf.

9. Limitations on Effect of Agreement.

This Agreement (and any extension of the Negotiating Period) does not obligate either Party to enter into a DDA on or containing any particular terms. By execution of this Agreement (and any extension of the Negotiating Period), City is not committing itself to, or agreeing to, undertake disposition of the Property or any portion thereof and Developer is not committing itself to acquire the Property or any portion thereof. Execution of this Agreement by City and Developer is merely an agreement to conduct a period of diligent, good faith negotiations in accordance with the terms hereof, reserving for subsequent City action the final discretion and approval regarding the execution of a DDA and all proceedings and decisions in connection therewith.

Any DDA resulting from negotiations pursuant to this Agreement shall become effective only if and after such DDA is considered and approved by the City Council, following conduct of all legally required procedures, and executed by duly authorized representatives of City and Developer. Until and unless a DDA is signed by Developer, approved by the City Council, and executed by City, no agreement drafts, actions, deliverables or communications arising from the performance of this Agreement shall impose any legally binding obligation on either Party to enter into or support entering into a DDA or be used as evidence of any oral or implied agreement by either Party to enter into any other legally binding agreement.

This Agreement, which pertains only to negotiating procedures and standards between City and Developer, does not limit in any way the discretion of City in acting on any applications for

any Project Approvals; provided, however, City agrees to timely coordinate with Developer the scheduling of meetings for Planning Commission and City Council consideration of such applications for approval. Consistent with Section 5 of this Agreement, the Parties acknowledge that CEQA compliance in connection with consideration of the Project is required, and that City retains the discretion in accordance with applicable law, before action on the Project or Project Approvals by the Planning Commission and/or City Council to: (i) identify and impose mitigation measures to mitigate significant environmental impacts, (ii) select other feasible alternatives to avoid significant environmental impacts, (iii) balance the benefits of the Project against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided; or (iv) determine not to proceed with the Project.

10. Defaults and Remedies.

10.1 Default. Failure by either Party to negotiate in good faith, and without unreasonable delay, as provided in this Agreement constitutes an event of default hereunder. Except as otherwise set forth herein with respect to City's right to terminate the Agreement under Section 12, the non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the required action to cure the default. If such default remains uncured ten (10) calendar days after receipt by the defaulting Party of such notice in the case of a default on an obligation to pay or reimburse money, or thirty (30) calendar days after receipt of such notice in the case of all other defaults, the non-defaulting Party may exercise the remedies set forth in Section 10.2 or Section 10.3 below.

10.2 Exclusive Remedies for City Default. In the event of an uncured default by City due to failure to negotiate exclusively with Developer in accordance with Section 2 and Section 4, Developer's sole and exclusive remedy shall be to terminate this Agreement and to seek reimbursement from City of the Deposit expended on City Costs in accordance with Section 6, plus all third party costs and expenses ("**Third Party Costs**") incurred by Developer in connection with this Agreement after the Effective Date, provided such Third Party Costs shall not exceed one hundred thousand dollars (\$100,000.00). As used in this Section 10.2, Third Party Costs shall include the costs and expenses for architects, engineers, consultants, attorneys and other professionals engaged by Developer in connection with the performance of its obligations under this Agreement, as supported by contracts, invoices and receipts of payment between Developer and such third party vendors. In the event of an uncured default by City of any other provision of this Agreement, Developer's sole and exclusive remedy shall be to terminate this Agreement. Following such termination, neither Party will have any right, remedy, or obligation under this Agreement, except for those surviving rights and obligations of the Parties as set forth in Sections 16 and 177 hereof.

10.3 Exclusive Remedies for Developer Default. In the event of an uncured default by Developer, City's sole and exclusive remedy shall be to terminate this Agreement. Following such termination, neither Party will have any right, remedy, or obligation under this Agreement, except for those surviving rights and obligations of the Parties as set forth in Sections 166 and 177 hereof.

10.4 No Damages. Except as expressly set forth herein, neither Party shall have any liability to the other for damages or otherwise for any default, nor shall either Party have any other claims with respect to performance or non-performance by the other Party under this Agreement.

Each Party specifically waives and releases any such rights or claims they may otherwise have at law or in equity in the event of a default by the other Party, including the right to recover consequential, special, or punitive damages from the defaulting Party.

10.5 Indemnification. Except as otherwise set forth expressly herein, Developer shall indemnify, defend (with counsel reasonably acceptable to City), protect and hold City, and its officers, officials, employees, contractors, agents and representatives, harmless from, all third-party claims, demands, damages, defense costs or liability of any kind or nature (collectively, "**Claims**") arising directly or indirectly from the approval or implementation of this Agreement, including any Project Approvals, and/or Developer's investigation activities of the Property, including damages to property or injuries to persons, accidental death, and reasonable attorneys' fees and costs, whether such activities or performance thereof be by Developer or by anyone directly or indirectly employed or contracted with by Developer and whether such damage shall be discovered before or after expiration or termination of this Agreement. Developer's indemnity obligations under this Section shall not extend to Claims to the extent arising directly or indirectly from (1) the negligence or willful misconduct of City, or its officers, officials, employees, contractors, agents or representatives, (2) any physical condition of the Property existing before the Effective Date and discovered by Developer during investigation of the Property; or (3) Developer's discovery of any hazardous substances (defined in any applicable federal, state or local law or statute) on or under the Property that existed on or under the Property before the Effective Date (unless Developer's actions exacerbate any Property condition, including any release of any pre-existing hazardous substance). Developer's indemnity obligations under this Section shall survive expiration or termination of this Agreement.

11. Rights to Project Materials.

Except as provided in Section 14 below, as between City and Developer, Developer shall own and have rights in and to: (i) all surveys, marketing reports, lot studies and improvement plans; (ii) design concepts and draft land use and infrastructure plans, including any draft specific plan, and any other permits and approvals for any other land use entitlements; and (iii) any other relevant information or documentation relative to entitlement, approval or development of the Project (collectively, "**Project Materials**"), prepared, produced, or generated by, or on behalf of, Developer by its agents, consultants or contractors and submitted to City after the Effective Date.

12. Campaign Contributions.

12.1 Campaign Contribution Restrictions. During the term of this Agreement, Developer shall require that the Developer Restricted Individuals (meaning any Developer employees working directly on the Project) not make, or solicit another to make, any political contribution(s) to the campaign, or any political action committee supporting or opposing the election or re-election, of (i) any appointed or elected sitting City of Rohnert Park official running for any elected office, or (ii) any candidate running for elected City office. Within ten (10) business days of the execution of this Agreement (or, in the case of newly appointed or newly elected officials, within ten (10) business days of such appointment or election), the City Manager shall advise all appointed or elected sitting City of Rohnert Park officials in writing of the restrictions on campaign contributions set forth in this Section 12.1.

12.2 City Remedies. In the event City has reason to believe Developer has violated its obligations under this Section 12, City may notify Developer in writing which notice shall include a brief recitation of the facts City believes constitute evidence of such violation. Developer shall have fifteen (15) days following receipt of such notice to provide any exculpatory evidence demonstrating that no such violation has occurred. Within ten (10) days of Developer providing exculpatory evidence to the City, the Parties shall meet and confer in an attempt to resolve the matter. If the City Manager or designee determines that Developer has violated its obligations under this Section 12 and if the matter is not resolved within fifteen (15) days of Developer providing exculpatory evidence to the City, or within the 10-day period if Developer fails to provide any such exculpatory evidence, the City Manager may immediately terminate this Agreement by written notice to Developer, and without affording Developer any opportunity to cure such violation.

12.3 SB 1439. Developer also acknowledges its obligations under other laws governing campaign contributions, including SB 1439, which prohibits elected and appointed officials from accepting, soliciting or directing a campaign contribution of more than \$250 from any “party” to or “participant,” in a proceeding involving a license, permit or other entitlement for use both while that proceeding is pending and for 12 months following the date a final decision is rendered.

13. Rights Following Expiration or Termination.

If a DDA is signed by the Developer, approved by the City Council, and executed by City, the ongoing rights and obligations of the Parties shall be as specified in the DDA and any ancillary agreements. If, at the time this Agreement expires or is terminated in accordance with its terms, the Parties have not entered into a DDA, then City has the absolute right to pursue disposition and development of all or portion of the Property in any manner and with any party or parties it deems appropriate, subject to the terms of this Agreement that survive termination or expiration.

14. Right to Enter and Inspect the Property.

City and Developer shall cooperate to enable representatives of Developer to obtain the right of access to all portions of the Property for the purpose of obtaining data and conducting inspections, tests, examinations, surveys, studies, appraisals, and marketing tours necessary to evaluate the development potential of the Property, including the investigation of the soils, soil gas, groundwater and environmental condition of the Property. All costs of investigating the physical and environmental condition of the Property, including a Phase 1, Phase 2, geotechnical, soils, soil gas, and groundwater investigations (the “**Site Condition Studies**”), if any, shall be paid by Developer at its expense. Any and all data, tests, information, reports, surveys, studies prepared, produced, or generated by, or on behalf of, Developer by its agents, consultants or contractors in connection with the preparation of all Site Condition Studies as a result of Developer’s access to and evaluation of the Property shall be provided to City at the same time it becomes available to Developer and, notwithstanding any language in Section 11, as between the Developer and City, shall be and remain the property of City; provided, that City acknowledges that any Site Condition Studies shall be certified to Developer (and/or its affiliates) by Developer’s representatives, agents, consultants, or contractors as Developer deems appropriate, and Developer shall have the right to use and rely on any such materials in connection with the proposed acquisition of the Property and development of the Project by Developer as contemplated herein.

Within sixty (60) calendar days of the Effective Date, City and Developer shall execute one or more right of entry agreements satisfactory to City's legal counsel providing Developer access to the Property in order to commence such studies or work.

Within one hundred fifty (150) calendar days after City Council approval of the Term Sheet and Draft Conceptual Design, Developer shall complete its investigation of the Property, including any environmental investigation of hazardous materials or substances in the soil or groundwater in, on or under the Property, and notify City that either (i) Developer has determined that the condition of the Property is inadequate for development or that any remedies needed to make the Property adequate for development make development of the Property economically infeasible, and therefore Developer terminates this Agreement, or (ii) Developer has determined that the Property is adequate for development and therefore accepts the Property in its "as-is" condition. In the event of such termination by the Developer, neither Party shall have any further rights against or liability to the other under this Agreement. If the Developer does not provide the City with such notification by the end of the aforementioned period, the Property shall be deemed inadequate for development by the Developer and this Agreement shall terminate. Upon termination as provided herein, the remaining Deposit funds, if any, shall be returned to Developer within thirty (30) calendar days following the termination of this Agreement.

15. Notices.

Any approval, disapproval, demand or other notice which any Party may desire to give to the other Party under this Agreement must be in writing and may be given by any commercially acceptable means that offers confirmation of receipt, including by certified or registered U.S. Mail, postage prepaid and return receipt requested, personal delivery, overnight courier, or email, to the Party to whom the notice is directed at the address of the Party as set forth below, or at any other address as that Party may later designate by notice:

To Developer: CenterCal Properties, LLC
1600 E. Franklin Avenue
El Segundo, CA 90245
Attention: Jean-Paul Wardy
Telephone: (310) 563-6900
Email: jwardy@centercal.com

With a copy to: CenterCal Properties, LLC
1600 E. Franklin Avenue
El Segundo, CA 90245
Attention: General Counsel
Email: jkim@centercal.com

To City: City of Rohnert Park
130 Aram Avenue
Rohnert Park, California 94928
Attention: Marcela Piedra, City Manager
Telephone: (707) 588-2243
Email: mpiedra@rpcity.org

With copies to: Burke, Williams & Sorensen, LLP
1999 Harrison Street, Suite 1650
Oakland, CA 94612-3520
Attention: Michelle Marchetta Kenyon
Telephone: (510) 273-8780
Email: MKenyon@bwslaw.com

Any notice shall be deemed given on the date of delivery if delivered by certified or registered mail, personal delivery to the recipient, or overnight courier if on a business day (and if not on a business day, then on the next business day) or when delivery is refused.

16. Confidentiality of Information.

Any information provided by Developer to City, including pro formas and other financial projections (whether in written, graphic, electronic or any other form) that is clearly marked as “CONFIDENTIAL/PROPRIETARY INFORMATION” or that otherwise could be reasonably considered confidential based on the nature of the information disclosed or the circumstances surrounding its disclosure (“**Confidential Information**”) is subject to the provisions of this Section 16. Subject to the terms of this Section, City shall use reasonable efforts to prevent disclosure of the Confidential Information to any third parties, except as may be required by the California Public Records Act (Government Code Section 6253, *et seq.*) or other applicable local, state, or federal law (collectively, “**Public Disclosure Laws**”). Notwithstanding the preceding sentence, City may disclose Confidential Information to its officials, employees, agents, attorneys, and advisors (“**City Representatives**”), but only to the extent necessary to carry out the purpose for which the Confidential Information was disclosed. City shall notify the City Representatives of the requirements of this Section 16 and request such City Representatives to maintain the confidentiality of such Confidential Information. Developer acknowledges that City has not made any representations or warranties that any Confidential Information City receives from Developer will be exempt from disclosure under any Public Disclosure Laws.

In the event the City’s legal counsel determines that the release of the Confidential Information is required by Public Disclosure Laws, or order of a court of competent jurisdiction, City shall notify Developer, prior to disclosure of such Confidential Information, of City’s intention to release the Confidential Information. Developer shall have five (5) calendar days after the date of City’s notice (“**Objection Period**”) to deliver to City a written objection notice, which includes (a) justification for non-disclosure of all or any portion of the requested Confidential Information, and (b) legally binding confirmation of Developer’s indemnity and release obligations as set forth in this Section (“**Objection Notice**”). City may release the Confidential Information if (i) City does not timely receive an Objection Notice, (ii) a final and non-appealable order by a court of competent jurisdiction requires City to release Confidential Information, or (iii) the City’s City Attorney, in their reasonable discretion, upon review of the Objection Notice, notifies Developer in writing that they have determined that it does not satisfy the requirements set forth in this Section or that the requested Confidential Information is not exempt from disclosure under the Public Disclosure Laws and Developer then fails to file and obtain a temporary restraining order or other similar injunctive relief preventing such disclosure within ten (10) days after receipt of the City Attorney’s determination. If the City Attorney, in their reasonable discretion determines that only a portion of the requested Confidential Information is

exempt from disclosure under the Public Disclosure Laws, City may redact, delete or otherwise segregate the Confidential Information that will not be released from the non-exempt portion to be released, and may key by footnote or other reference to the appropriate justification for not disclosing the unreleased Confidential Information.

Developer acknowledges that in connection with City Council's consideration of any DDA as contemplated by this Agreement, City may need to present a summary of Developer's financial projections, including anticipated costs of development, anticipated project revenues, and returns on equity, cost and/or investment. If this Agreement is terminated without the execution of a DDA, City shall return to Developer any Confidential Information within thirty (30) days.

To the extent Developer believes the Confidential Information is not subject to Public Disclosure Laws, Developer may, at no cost to the City, file any necessary legal actions to enjoin or prevent the disclosure of the Confidential Information.

Developer shall defend, indemnify, and hold harmless City and its officers, officials, employees, volunteers, agents, attorneys, and representatives (collectively, "**Indemnitees**") from and against any and all Claims arising out of or in any way connected with disclosure or non-disclosure of any Confidential Information. For purposes of this Section 16, "**Claim**" or "**Claims**" means any and all present and future liabilities, claims, demands, obligations, grievances, judgments, orders, injunctions, causes of action, assessments, losses, costs, damages, fines, penalties, expenses, suits or actions of every name, kind, description and nature (including attorneys' fees and costs), known or unknown, and whether now existing or hereafter arising, including all costs, attorneys' fees, expenses and liabilities incurred in the defense of any legal challenge brought by a third-party seeking or objecting to the disclosure of that Confidential Information.

The restrictions set forth herein shall not apply to Confidential Information to the extent such Confidential Information: (i) is now, or hereafter becomes, through no act or failure to act on the part of City, generally known or available; (ii) is known by the City at the time of receiving such information as evidenced by City's public records; (iii) is hereafter furnished to City by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by City without any breach of this Agreement and without any use of or access to Developer's Confidential Information as evidenced by City's records; (v) is not clearly marked "**CONFIDENTIAL/PROPRIETARY INFORMATION**" as provided above (except where Developer notifies City in writing, prior to any disclosure of the Confidential Information, that omission of the "**CONFIDENTIAL/PROPRIETARY INFORMATION**" mark was inadvertent), or (vi) is the subject of a written permission to disclose provided by Developer to City.

Nothing herein shall prohibit Developer from seeking injunctive relief to prevent disclosure of information which Developer believes qualifies as Confidential Information.

The Parties' obligations under this Section 16 shall survive the expiration or termination of this Agreement.

17. No Commissions.

Each Party represents and warrants that it has not entered into any agreement, and has no obligation, to pay any real estate commission in connection with the transaction contemplated by this Agreement. If a real estate commission is claimed through either Party in connection with the potential transaction contemplated by this Agreement or any resulting DDA, then the Party through whom the commission is claimed shall indemnify, defend, and hold the other Party harmless from any liability related to such commission. The provisions of this Section 17 shall survive expiration or termination of this Agreement.

18. Assignment.

The qualifications and identity of Developer were material considerations by City in selecting Developer. Accordingly, Developer may not assign all or any portion of this Agreement to any other person or entity, without the prior written approval of the City Council, which shall not be unreasonably withheld, conditioned or delayed if to an Affiliate of Developer. For purposes of this Section 18, “**Affiliate of Developer**” means either: 1) an entity or entities in which Developer retains more than fifty percent (50%) in the aggregate, directly or indirectly, of the ownership or beneficial interest and retains full management and control of the day-to-day affairs of the transferee entity or entities, either directly or indirectly through another entity, subject only to certain major events requiring the consent or approval of the other owners of such entity; 2) a limited partnership of which the Developer, either directly or through a single-member LLC of which Developer is the sole member/manager, is a general partner or a co-general partner and will retain the management and control, together with any co-general partner, of the day-to-day affairs of the limited partnership, subject only to certain major events requiring the consent or approval of the other owners of such entity, or 3) any entity in which Jean Paul Wardy owns more than fifty percent (50%) in the aggregate, directly or indirectly, of the ownership or beneficial interest and retains full management and control of the day-to-day affairs of the transferee entity or entities, either directly or indirectly through another entity, subject only to certain major events requiring the consent or approval of the other owners of such entity.

19. Applicable Law; Venue.

This Agreement shall be construed in accordance with the law of the State of California, including its statutes of limitation, but without reference to choice of laws principles, and venue for any action under this Agreement shall be in Sonoma County, California.

20. Severability.

If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired, or invalidated.

21. Integration.

This Agreement contains the entire understanding between the Parties relating to the matters set forth herein. All prior or contemporaneous agreements, understandings,

representations, and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.

22. Modifications.

Any alteration, change, or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

23. Waiver of Lis Pendens.

It is expressly understood and agreed by the Parties that no lis pendens shall be filed against any portion of the Property with respect to this Agreement or any dispute or act arising from this Agreement.

24. Interpretation.

As used in this Agreement, masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word “including” shall be construed as if followed by the words “without limitation.” Unless otherwise expressly stated, “days” means calendar days. This Agreement shall be interpreted as though prepared jointly by the Parties. Titles and captions are for convenience of reference only and do not define, describe, or limit the scope or the intent of this Agreement or any of its terms.

25. Authority.

Each person executing this Agreement on behalf of Developer does hereby covenant and warrant that: (a) Developer is created and validly existing under the laws of Delaware; (b) Developer has and is duly qualified to do business in California; (c) Developer has full company power and authority to enter into this Agreement and to perform all of Developer’s obligations hereunder; and (d) each person (and all of the persons if more than one signs) signing this Agreement on behalf of Developer is duly and validly authorized to do so.

26. Non-Liability of Officials, Employees and Agents.

No City council member, board member, commission member, official, employee, attorney or agent of City shall be personally liable to Developer, or any successor in interest to Developer, in the event of any default or breach by City of any representation, warranty, or covenant herein, or for any amount which may become due to Developer or any successor or on any obligation under the terms of this Agreement. No direct or indirect principal, member, partner, officer, director, employee, attorney or agent of Developer shall be personally liable to City, or any successor in interest to City, in the event of any default or breach by Developer of any representation, warranty, or covenant herein, or for any amount which may become due to City or any successor or on any obligation under the terms of this Agreement.

27. Next Business Day.

In the event the date on which the City or Developer is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

28. Joint and Several.

If Developer consists of more than one entity or person, the obligations of Developer hereunder shall be joint and several.

29. Counterparts.

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

30. No Conflict of Interest. No member, official, or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement that affects their personal interests or the interests of any corporation, partnership, or association in which they are, directly or indirectly, interested.

31. Unavoidable Delay. Performance by either party under this Agreement shall not be considered to be in default, where any such default is due to the occurrence of an Unavoidable Delay. Any Party claiming an Unavoidable Delay shall notify the other Party: (a) within ten (10) days after such party becomes aware of the Unavoidable Delay; and (b) within ten (10) days after the Unavoidable Delay ceases to exist. A notice of an Unavoidable Delay must describe the Unavoidable Delay in reasonable written detail, and the party claiming an extension of time to perform due to an Unavoidable Delay shall exercise commercially reasonable efforts to remedy the condition causing the Unavoidable Delay, within a reasonable time and to the extent reasonably practical. Notwithstanding anything to the contrary in this Agreement, no obligation of a party for payment of money under this Agreement may be delayed by the occurrence of an Unavoidable Delay (unless the nature of the Unavoidable Delay is such that it also prevents or materially limits the ability to transfer funds by or between federal or state chartered financial institutions). "Unavoidable Delay" means and refers to a delay in either party performing any obligation under this Agreement arising from or on account of any cause whatsoever beyond the Party's reasonable control, including, without limitation, strike, labor trouble or other union activity, casualty, war, act of terrorism, riot, litigation, regional natural disaster or pandemic.

32. List of Exhibits.

The following Exhibit is attached hereto and incorporated herein by reference:

- (a) Exhibit A - Map of Property.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CITY:

CITY OF ROHNERT PARK, a California municipal corporation

By:

Name: _____
Marcela Piedra

Title: City Manager

APPROVED AS TO FORM:

By:

Michelle Marchetta Kenyon, City Attorney

DEVELOPER:

CENTERCAL PROPERTIES, LLC, a Delaware limited liability company

By:

Name: _____
Jean Paul Wardy

Title: Chief Executive Officer

EXHIBIT A – MAP OF PROPERTY

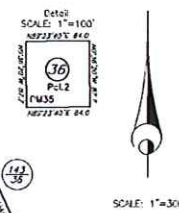
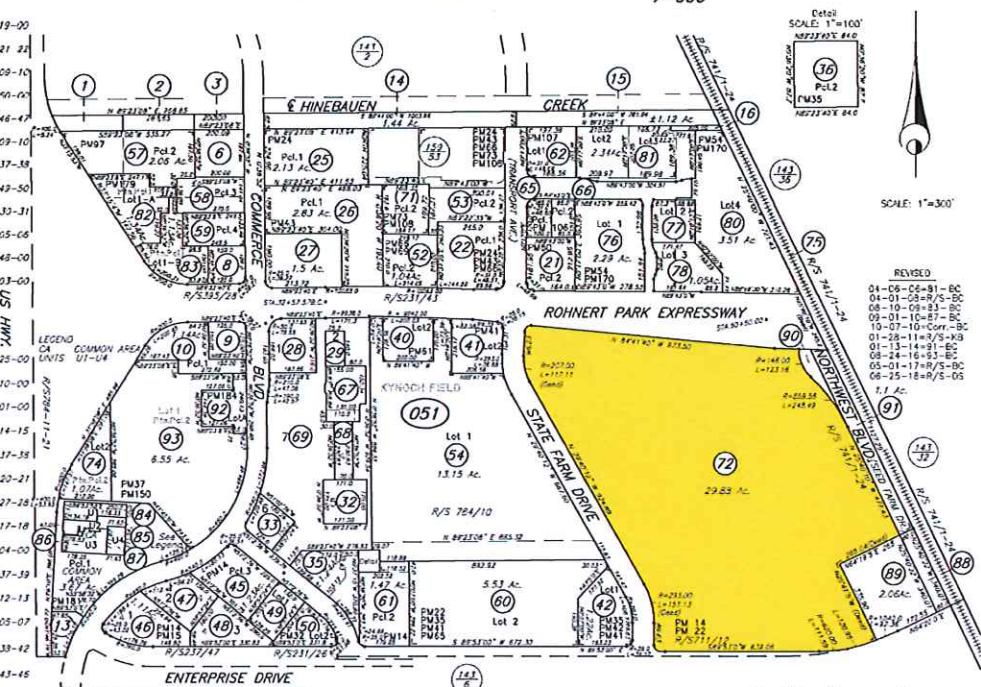
A COMMERCIAL CONDOMINIUM
 C#110-082337 Corridor Plan
 C#110-082338 CCR's

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
 7-006

143-05

- Parcel Map No. 14
REC. 02-06-1976 IN BK 230, MAPS, PAGES 19-20
- Parcel Map No. 15
REC. 03-09-1976 IN BK 233, MAPS, PAGES 21-22
- Parcel Map No. 22
REC. 03-14-1976 IN BK 233, MAPS, PAGES 09-10
- Parcel Map No. 24
REC. 10-05-1976 IN BK 233, MAPS, PAGES 50-51
- Parcel Map No. 32
REC. 4-29-1977 IN BK 249, MAPS, PAGES 48-49
- Parcel Map No. 35
REC. 03-05-1977 IN BK 251, MAPS, PAGES 09-10
- Parcel Map No. 37
REC. 03-31-1977 IN BK 251, MAPS, PAGES 37-38
- Parcel Map No. 41
REC. 06-21-1977 IN BK 253, MAPS, PAGES 49-50
- Parcel Map No. 42
REC. 11-14-1977 IN BK 260, MAPS, PAGES 33-34
- Parcel Map No. 43
REC. 11-29-1977 IN BK 262, MAPS, PAGES 05-06
- Parcel Map No. 54
REC. 11-16-1978 IN BK 278, MAPS, PAGES 48-50
- Parcel Map No. 60
REC. 11-17-1978 IN BK 281, MAPS, PAGES 03-04
- Parcel Map No. 61
REC. 01-25-1979 IN BK 282, MAPS, PAGES 25-26
- Parcel Map No. 65
REC. 03-12-1979 IN BK 285, MAPS, PAGES 10-11
- Parcel Map No. 66
REC. 03-06-1979 IN BK 285, MAPS, PAGES 01-02
- Parcel Map No. 69
REC. 03-07-1980 IN BK 302, MAPS, PAGES 14-15
- Parcel Map No. 73
REC. 06-25-1980 IN BK 307, MAPS, PAGES 37-38
- Parcel Map No. 97
REC. 08-07-1985 IN BK 371, MAPS, PAGES 20-21
- Parcel Map No. 106
REC. 04-01-1986 IN BK 383, MAPS, PAGES 27-28
- Parcel Map No. 107
REC. 06-18-1986 IN BK 385, MAPS, PAGES 17-18
- Parcel Map No. 108
REC. 07-19-1989 IN BK 441, MAPS, PAGES 04-05
- Parcel Map No. 150
REC. 12-06-1993 IN BK 516, MAPS, PAGES 37-39
- Parcel Map No. 170
REC. 07-10-2002 IN BK 636, MAPS, PAGES 12-13
- Parcel Map No. 179
REC. 03-21-2009 IN BK 733, MAPS, PAGES 05-07
- Parcel Map No. 181
REC. 07-29-2010 IN BK 741, MAPS, PAGES 33-42
- Parcel Map No. 184
REC. 04-05-2016 IN BK 776, MAPS, PAGES 43-45



- REVISOR
- 04-06-02-B1-EC
 - 04-01-05-R/S-BC
 - 08-10-09-B3-BC
 - 09-01-10-B7-BC
 - 10-07-10-Corr-B2
 - 01-28-11-R/S-VB
 - 01-13-14-B1-EC
 - 08-24-16-B3-BC
 - 05-01-17-R/S-BC
 - 08-25-18-R/S-OS

NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the data presented. The parcels are based on the information furnished to the Assessor (i.e. recorded survey, recorded death, 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.

Assessor's Map Bk. 143, Pg. 05
 Sonoma County, Calif. (AC05)
 KEY 8-10-09-53 EC