

City of Cotati

Sonoma County, California



NOTICE

SPECIAL JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF COTATI AND THE BOARD OF DIRECTORS OF THE COTATI COMMUNITY REDEVELOPMENT AGENCY

6:30 PM TUESDAY MARCH 15, 2011

City Council Chambers, City Hall, 201 W. Sierra Avenue

NOTICE IS HEREBY GIVEN that a special joint meeting of the City Council of the City of Cotati and the Board of Directors of the Cotati Community Redevelopment Agency will be held on Tuesday, March 15, 2011 at 6:30 p.m. in the City Council Chamber at Cotati City Hall, which is located at 201 West Sierra Avenue, Cotati, California.

Councilmember Harvey will participate via teleconference at 5970 River View Road, Mackay, Idaho, 83251, pursuant to Government Code Section 54953(b). Members of the public may attend and participate at either the Council Chambers or via teleconference from the Idaho location referenced above. This agenda shall be posted at both locations.

The agenda of the special meeting is:

1. CALL TO ORDER (CITY COUNCIL CHAMBER)

2. PUBLIC COMMENT

Pursuant to California Government Code section 54954.3(a), members of the public wishing to address the Council/Board may do so at the beginning of the special meeting, and such comments shall be limited to the special meeting topic.

a. Public Comment from local jurisdiction

b. Public Comment from teleconference location

3. CONSIDER ADOPTION OF CITY COUNCIL AND COMMUNITY REDEVELOPMENT AGENCY RESOLUTIONS APPROVING TRANSFER OF CERTAIN REAL PROPERTIES OWNED BY THE COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTION OF A DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE TRANSFERS, AND APPROVING AND AUTHORIZING RELATED TRANSACTIONSADJOURNMENT

4. ADJOURNMENT

Certification of Posting of the Notice: I declare under penalty of perjury that I am employed by the City of Cotati and that I posted this notice on the bulletin boards of City Hall, Veterans' Memorial Building and the U.S. Post Office on or before March 14, 2011

/s/ Tamara Taylor, Deputy City Clerk

Joint Meeting of City Council and Redevelopment Agency Board of Directors Regular Calendar

Subject: Cotati - Cotati Redevelopment Agency Disposition and Development Agreement

Date: March 15, 2011

Written by: Damien O'Bid, City Engineer / Director of Public Works

Recommendation

It is recommended that the City Council and Cotati Redevelopment Agency (CRA) adopt two resolutions authorizing the transfer of certain undeveloped properties from the CRA to the City, with due consideration as described in the associated disposition and development agreement.

Background

The Cotati Redevelopment Agency (CRA) currently owns several undeveloped parcels, including:

1. **Intermodal Facility.** This consists of four undeveloped parcels near the intersection of Santero Way and East Cotati Avenue, which is the site of the future SMART rail station. The site improvements on these parcels have been fully designed, and all phases of construction are fully funded. Phase 1 improvements (site improvements and park n ride lot) are expected to begin following the authorization to sell of a portion of the property to Sonoma County Transit within the next 30 days. Phase 2 improvements (depot building and plaza) are expected to begin in 2012.
2. **Ryan Lane Affordable Housing Development.** This consists of a single undeveloped parcel at the intersection of Ryan Lane and East Cotati Avenue, across East Cotati Avenue from the future SMART station. This property is currently in active design, and is expected to come forward for entitlements soon.
3. **80 George Street.** This consists of a single undeveloped parcel near the intersection of George Street and Old Redwood Highway, which is part of the Downtown Specific Plan area.

Analysis/Discussion

The proposed disposition and development agreement allows for the granting to the City of fee title to certain undeveloped properties currently owned by the CRA. In return, the City agrees to a series of covenants on the property, including:

- To “... use, and shall permit the Property to be developed and/or further developed for purposes consistent with the *Redevelopment Plan, the Implementation Plan adopted by the Agency, and the City’s General Plan.*”. This restriction shall run with the land and be in effect until the expiration of the Redevelopment Plan; and
- The City shall “...deposit all proceeds that Grantee receives from the sale or lease of the Property or any part thereof into a restricted fund, and shall use such proceeds solely for the construction, installation and maintenance of public improvements within the *Cotati Redevelopment Project Area or to increase, improve or preserve the City of Cotati’s supply of housing available at affordable housing cost to low- and moderate-income households*”; and
- The City and all successors shall agree to certain non-discrimination language that will run with the land in perpetuity. This language is required by statute for the sale or transfer of any redevelopment agency owned properties.

Transfer of these properties to the City may enable these projects to proceed to completion without being delayed or terminated by the turmoil at the State surrounding the future of redevelopment agencies.

Financial Considerations

Matching funds for the grant to construct the Intermodal Phase 2 improvements is expected to come from proceeds from the sale of a portion of the site to Sonoma County Transit. The attached development agreement requires that the proceeds from any future sale of the properties by the City be deposited “*into a restricted fund, and shall use such proceeds solely for the construction, installation and maintenance of public improvements within the Cotati Redevelopment Project Area or to increase, improve or preserve the City of Cotati’s supply of housing available at affordable housing cost to low- and moderate-income households.*” This is intended to ensure the funds are used for redevelopment only, which may protect the funds in the event the CRA is dissolved by the State. The sale proceeds are intended to fund the City-required 20% match for the \$1.5M grant to construct the Phase 2 improvements.

Currently, redevelopment law allows for facilities owned by the CRA, which are located within the boundaries of the redevelopment area, to be maintained by the CRA. It was anticipated that the future Intermodal depot building and plaza would be maintained by the CRA. Transfer to the City would require the City to assume future maintenance obligations for this facility. The cost of this is currently unknown.

The Ryan Lane Affordable Housing project will require additional CRA funding to complete the development, which is anticipated to come from existing balances in the CRA affordable housing fund. Existing CRA balances for affordable housing is expected to be preserved for the successor agency if the CRA is dissolved.

There are no significant current or anticipated maintenance obligations associated with either the Ryan Lane or 80 George Street properties.

The CRA shall pay any closing costs; the City shall pay for the cost of optional title insurance. It is expected the costs will be minimal, and the City is not expected to take out title insurance for this transaction.

Environmental Issues

The transfer of land is exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3), in that it can be seen with certainty that there is no possibility that the land transfer may have a significant impact on the environment.

Attachments:

1. Resolution of the City Approving the Transfer and Authorizing the Disposition and Development Agreement for Certain Properties.
2. Resolution of the Cotati Redevelopment Agency Approving the Transfer and Authorizing the Disposition and Development Agreement for Certain Properties.
3. Disposition and Development Agreement.

RESOLUTION NO _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COTATI APPROVING THE TRANSFER OF CERTAIN PROPERTIES
FOR REDEVELOPMENT AND AUTHORIZING THE EXECUTION
OF A DISPOSITION AND DEVELOPMENT AGREEMENT WITH
THE COTATI COMMUNITY REDEVELOPMENT AGENCY AND
APPROVING AND AUTHORIZING RELATED ACTIONS**

WHEREAS, the Cotati Community Redevelopment Agency (“**Agency**”) is a redevelopment agency formed, existing and exercising its powers pursuant to California Community Redevelopment Law, Health and Safety Code Section 33000 *et seq.* (“**CRL**”); and

WHEREAS, the City Council (“**City Council**”) of the City of Cotati (“**City**”) has adopted and amended the Cotati Redevelopment Plan (“**Redevelopment Plan**”) for the Cotati Redevelopment Project (“**Project Area**”); and

WHEREAS, to further the redevelopment goals of the Agency to eliminate blight in the Project Area in accordance with the Redevelopment Plan and the Agency’s current Five-Year Implementation Plan (“**Implementation Plan**”), the City and Agency have been working cooperatively regarding the redevelopment of certain properties in the Project Area; and

WHEREAS, the City and Agency have determined that it would be mutually beneficial to enter into a Disposition and Development Agreement (“**Agreement**”) a copy of which is on file with the Deputy City Clerk and Agency Secretary, pursuant to which the Agency would agree to transfer certain properties for redevelopment, as more specifically identified herein, (all of which are hereinafter collectively referred to as the “**Property**”) to the City in exchange for promises and commitments by the City to develop, or cause to be developed, the Property for the purposes identified in the Redevelopment Plan and the Implementation Plan in furtherance of the redevelopment of the Project Area; and

WHEREAS, the Property that is the subject of the Agreement consists of unimproved or under improved real properties located in the Project Area, commonly known and referred to as follows:

<u>Sonoma County APN</u>	<u>Street Address</u>
144-272-007	80 George Street, Cotati
144-301-012	Ryan Lane (Near 955 East Cotati Avenue, Cotati)
144-320-021	970 East Cotati Avenue, Cotati
144-320-022	970 East Cotati Avenue, Cotati
144-320-023	970 East Cotati Avenue, Cotati
144-320-024	970 East Cotati Avenue, Cotati

WHEREAS, the Agency seeks to ensure the redevelopment of the Property for the purposes described in, and consistent with, the Redevelopment Plan; and

WHEREAS, pursuant to CRL Section 33205, the Agency is authorized to delegate to the City any of the powers or functions of the Agency with respect to the undertaking of a redevelopment project, and the City is authorized to carry out and perform such powers and functions; and

WHEREAS, CRL Section 33430 permits the Agency to transfer or otherwise pledge property to the City for redevelopment purposes; and

WHEREAS, pursuant to CRL Sections 33220 and 33437, the City is authorized to: (i) acquire land from the Agency; (ii) become obligated to use the acquired property for the purposes specified in the Redevelopment Plan; and (iii) comply with the covenants, conditions and restrictions imposed by the Agency in conjunction with the transfer in order to prevent speculation and carry out the purposes of the CRL and the Redevelopment Plan; and

WHEREAS, to facilitate the redevelopment of the Property for the purposes described in, and consistent with, the Redevelopment Plan, the Agency desires to convey the Property to City, and City desires to acquire the Property from Agency, subject to the terms and conditions set forth in the Agreement, which are designed to ensure that the Property is developed in accordance with the Redevelopment Plan; and

WHEREAS, the Agency has determined that redevelopment of the Property pursuant to the Agreement will: (i) be consistent with the Redevelopment Plan and the Implementation Plan for the Project Area; (ii) be of benefit to the Project Area; and (iii) further the goals of the Redevelopment Plan by furthering development of appropriate residential, retail and/or commercial uses in the Project Area; and

WHEREAS, the consideration for the transfer of the Property is the City's promise to develop the Property consistent with and subject to the covenants and conditions, as more particularly set forth in the Agreement, and to restrict the proceeds of any sale or lease thereof for redevelopment purposes; and

WHEREAS, the land transfer which is the subject of the Agreement has no potential for physical effects on the environment because it involves only the transfer of ownership of the Property between the Agency and the City, and any future development of the Property will be fully evaluated at a project level in full compliance with the California Environmental Quality Act ("CEQA") and the National Environmental Protection Act ("NEPA"), as applicable, when sufficient physical details regarding site and proposed design and construction of any future project are available to permit meaningful CEQA review (see California Code of Regulations, Title 14 ("CEQA Guidelines"), Section 15004(b)(1)). Therefore, approval of the Agreement is exempt from review pursuant to CEQA Guidelines Section 15061(b)(3).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cotati that it hereby:

1. Finds that the land transfer described herein is exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3) in that it can be seen with certainty that there is

no possibility that the land transfer may have a significant impact on the environment. The City has discretionary authority whether any project affecting or making use of the Property will go forward and will not exercise its discretion regarding any future project until such time as all appropriate CEQA review has been completed.

2. Finds that the transfer of the Property in accordance with the Agreement will assist in the elimination of blight in the Project Area and will further the goals of the Redevelopment Plan, and will be consistent with the Implementation Plan adopted in connection therewith.
3. Approves the Agency's transfer of the Property to the City and the City's acquisition of the Property from the Agency pursuant to the terms and conditions of the Agreement.
4. Authorizes the Mayor, on behalf of the City, to execute the Agreement, the Grant Deed(s) for conveyance of the Property and the certificates of acceptance of said Grant Deed(s), substantially in the form on file with the Deputy City Clerk.
5. Authorizes the City Manager to execute such other instruments and to take such other actions as necessary to carry out the intent of this Resolution.
6. Acting as lead agency, as determined in accordance with CEQA Guidelines section 15051, authorizes the Deputy City Clerk to file a Notice of Exemption, pursuant to CEQA Guidelines section 15062.

IT IS HEREBY CERTIFIED that the foregoing resolution was duly introduced and legally adopted at a meeting of the City Council of the City of Cotati held on the 15th day of March, 2011 by the following vote, to wit:

ORCHARD _____
 HARVEY _____
 COLEMAN-SENGHOR _____
 GILARDI _____
 LANDMAN _____

Approved: _____
 Janet Orchard, Mayor

Attest: _____
 Tamara Taylor, Deputy City Clerk

Approved as to form:

 Rich Rudnansky, City Attorney

RESOLUTION NO CRA _____

**A RESOLUTION OF THE COTATI COMMUNITY
REDEVELOPMENT AGENCY APPROVING THE TRANSFER OF
CERTAIN PROPERTIES FOR REDEVELOPMENT AND
AUTHORIZING THE EXECUTION OF A DISPOSITION AND
DEVELOPMENT AGREEMENT WITH THE CITY OF COTATI AND
APPROVING AND AUTHORIZING RELATED ACTIONS**

WHEREAS, the Cotati Community Redevelopment Agency (“**Agency**”) is a redevelopment agency formed, existing and exercising its powers pursuant to California Community Redevelopment Law, Health and Safety Code Section 33000 *et seq.* (“**CRL**”); and

WHEREAS, the City Council (“**City Council**”) of the City of Cotati (“**City**”) has adopted and amended the Cotati Redevelopment Plan (“**Redevelopment Plan**”) for the Cotati Redevelopment Project (“**Project Area**”); and

WHEREAS, to further the redevelopment goals of the Agency to eliminate blight in the Project Area in accordance with the Redevelopment Plan and the Agency’s current Five-Year Implementation Plan (“**Implementation Plan**”), the City and Agency have been working cooperatively regarding the redevelopment of certain properties in the Project Area; and

WHEREAS, the City and Agency have determined that it would be mutually beneficial to enter into a Disposition and Development Agreement (“**Agreement**”) a copy of which is on file with the Deputy City Clerk and Agency Secretary, pursuant to which the Agency would agree to transfer certain properties for redevelopment, as more specifically identified herein, (all of which are hereinafter collectively referred to as the “**Property**”) to the City in exchange for promises and commitments by the City to develop, or cause to be developed, the Property for purposes consistent with the Redevelopment Plan and the Implementation Plan in furtherance of the redevelopment of the Project Area; and

WHEREAS, the Property that is the subject of the Agreement consists of unimproved or under improved real properties located in the Project Area, commonly known and referred to as follows:

<u>Sonoma County APN</u>	<u>Street Address</u>
144-272-007	80 George Street, Cotati
144-301-012	Ryan Lane (Near 955 East Cotati Avenue, Cotati)
144-320-021	970 East Cotati Avenue, Cotati
144-320-022	970 East Cotati Avenue, Cotati
144-320-023	970 East Cotati Avenue, Cotati
144-320-024	970 East Cotati Avenue, Cotati

WHEREAS, the Agency seeks to ensure the redevelopment of the Property for the purposes described in, and consistent with, the Redevelopment Plan; and

WHEREAS, pursuant to CRL Section 33205, the Agency is authorized to delegate to the City any of the powers or functions of the Agency with respect to the undertaking of a redevelopment project, and the City is authorized to carry out and perform such powers and functions; and

WHEREAS, CRL Section 33430 permits the Agency to transfer or otherwise pledge property to the City for redevelopment purposes; and

WHEREAS, pursuant to CRL Sections 33220 and 33437, the City is authorized to: (i) acquire land from the Agency; (ii) become obligated to use the acquired property for the purposes specified in the Redevelopment Plan; and (iii) comply with the covenants, conditions and restrictions imposed by the Agency in conjunction with the transfer in order to prevent speculation and carry out the purposes of the CRL and the Redevelopment Plan; and

WHEREAS, to facilitate the redevelopment of the Property for the purposes described in, and consistent with, the Redevelopment Plan, the Agency desires to convey the Property to City, and City desires to acquire the Property from Agency, subject to the terms and conditions set forth in the Agreement, which are designed to ensure that the Property is developed in accordance with the Redevelopment Plan; and

WHEREAS, the Agency has determined that redevelopment of the Property pursuant to the Agreement will: (i) be consistent with the Redevelopment Plan and the Implementation Plan for the Project Area; (ii) be of benefit to the Project Area; and (iii) further the goals of the Redevelopment Plan by furthering development of appropriate residential, retail and/or commercial uses in the Project Area; and

WHEREAS, the consideration for the transfer of the Property is the City's promise to develop the Property consistent with and subject to the covenants and conditions, as more particularly set forth in the Agreement, and to restrict the proceeds of any sale or lease thereof for redevelopment purposes; and

WHEREAS, the City has determined that the land transfer which is the subject of the Agreement has no potential for physical effects on the environment because it involves only the transfer of ownership of the Property between the Agency and the City, and any future project affecting or making use of the Property will be fully evaluated at a project level in the future, and therefore is exempt from environmental review;

NOW, THEREFORE, BE IT RESOLVED by the Cotati Community Redevelopment Agency Board of Directors that it hereby:

1. Adopts the finding of the City Council that the land transfer described herein is exempt from CEQA review pursuant to CEQA Guidelines Section 15061(b)(3).

2. Finds that the transfer of the Property in accordance with the Agreement will assist in the elimination of blight in the Project Area and will further the goals of the Redevelopment Plan, and will be consistent with the Implementation Plan adopted in connection therewith.
3. Approves the transfer of the Property to the City pursuant to the terms and conditions of the Agreement.
4. Authorizes the Executive Director, on behalf of the Agency, to execute the Agreement and the Grant Deed(s) for conveyance of the Property, substantially in the form on file with the Agency Secretary.
5. Authorizes the Executive Director to execute such other instruments and to take such other actions as necessary to carry out the intent of this Resolution.

IT IS HEREBY CERTIFIED that the foregoing resolution was duly introduced and legally adopted at a meeting of the Board of Directors of the Cotati Redevelopment Agency held on the 15th day of March, 2011 by the following vote, to wit:

ORCHARD _____
 HARVEY _____
 COLEMAN-SENGHOR _____
 GILARDI _____
 LANDMAN _____

Approved: _____
 Janet Orchard, Chair

Attest: _____
 Tamara Taylor, Agency Secretary

Approved as to form:

 Rich Rudnansky, Agency Attorney

**DISPOSITION AND DEVELOPMENT AGREEMENT
(Property for Redevelopment)**

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (this "**Agreement**"), dated as of March 15th, 2011 ("**Effective Date**"), is entered into by and between the City of Cotati, a municipal corporation ("**City**"), and the Cotati Community Redevelopment Agency, a public body, corporate and politic ("**Agency**"). Agency and City are hereinafter collectively referred to as the "**Parties.**"

RECITALS

WHEREAS, pursuant to authority granted under Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.) ("**CRL**"), the Agency has responsibility to implement the redevelopment plan for the Cotati Redevelopment Project ("**Project Area**") established by the Redevelopment Plan for the Project Area pursuant to Ordinance No. 461, adopted by the City Council of the City of Cotati ("**City Council**") on December 10, 1986 (as subsequently amended, hereafter the "**Redevelopment Plan**").

WHEREAS, the Agency owns certain real properties located in the Project Area, all of which are collectively referred to hereinafter as the "**Property**", and each of which is identified, commonly known and referred to as follows:

<u>Sonoma County APN</u>	<u>Street Address</u>
144-272-007	80 George Street, Cotati
144-301-012	Near 955 East Cotati Avenue, Cotati
144-320-021	970 East Cotati Avenue, Cotati
144-320-022	970 East Cotati Avenue, Cotati
144-320-023	970 East Cotati Avenue, Cotati
144-320-024	970 East Cotati Avenue, Cotati

WHEREAS, the Agency seeks the development and/or further development of the Property consistent with the Redevelopment Plan.

WHEREAS, pursuant to CRL Section 33205, the Agency is authorized to delegate to the City any of the powers or functions of the Agency with respect to the undertaking of a redevelopment project, and the City is authorized to carry out and perform such powers and functions.

WHEREAS, pursuant to CRL Sections 33220 and 33437, the City is authorized to: (i) acquire land from the Agency; (ii) become obligated to use the acquired land for purposes specified in the Redevelopment Plan; and (iii) comply with the covenants, conditions and restrictions imposed by the Agency in conjunction with the transfer in order to prevent speculation and carry out the purposes of the CRL and the Redevelopment Plan.

WHEREAS, to facilitate the redevelopment of the Project Area and the Property, the Agency desires to convey the Property to City, and City desires to acquire the Property from Agency, subject to the terms and conditions set forth herein, which are designed to ensure that redevelopment of the Property is carried out in accordance with the Redevelopment Plan.

WHEREAS, the purpose of this Agreement is to effectuate the Redevelopment Plan by providing for the redevelopment of the Property as more particularly set forth herein. The Agency has determined that the disposition and redevelopment of the Property pursuant to this Agreement: (i) is consistent with the Redevelopment Plan and the Implementation Plan for the Project Area; (ii) will be of benefit to the Project Area; and (iii) will further the goals of the Redevelopment Plan by providing for residential, retail and/or commercial development in the Project Area.

WHEREAS, the City Council and the Agency have each approved the disposition of the Property as set forth in this Agreement, and have followed all requisite procedures of the CRL.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Conveyance. Agency shall convey to City, and City shall acquire from Agency, the Property in accordance with the terms, covenants and conditions set forth herein.
2. Consideration. The consideration for the Property shall be the pledges restricting the use of the Property and use of proceeds from sale or lease thereof as set forth in Sections 10 and 11 of this Agreement.
3. Project Approvals; Environmental Review. This Agreement is not intended to limit in any manner the discretion of the City or the Agency, as applicable, in connection with the issuance of approvals and entitlements for a project affecting and/or making use of the Property, including, without limitation, the undertaking and completion of any required environmental review pursuant to the California Environmental Quality Act ("**CEQA**") and the National Environmental Policy Act ("**NEPA**"), as applicable, and the review and approval of plans and specifications relating to any such project. Prior to approving any such project, the City, acting as lead agency or co-lead agency, shall complete any required environmental review.
4. Conveyance of Title; Closing. Conveyance of the Property shall be accomplished by the execution, delivery, and recordation of one or more grant deeds substantially in the form attached hereto as Exhibit A (the "**Grant Deed(s)**"). Unless this Agreement is terminated pursuant to the terms hereof or extended by mutual written consent of the Parties, the closing date for conveyance of the Property ("**Closing Date**") shall be a date mutually agreeable to the Parties, but not later than ten (10) days following the Effective Date, unless the Parties mutually agree to extend such

deadline. On the Closing Date: (i) the Agency shall execute and deliver the Grant Deed(s) to City; (ii) the City shall execute a Certificate of Acceptance for each Grant Deed; and (iii) the City shall cause the Grant Deed(s) to be recorded in the Official Records of Sonoma County, California. Possession of the Property shall be delivered to City on the Closing Date.

5. Prorations; Closing Costs. Property taxes or payments in lieu of taxes (if any are applicable to the Property) shall be prorated as of the Closing Date based upon the most recent tax bill available, including any such payments which may accrue or property taxes which may be assessed after the Closing Date but which pertain to the period prior to the transfer of title to the Property to City, regardless of when or to whom notice thereof is delivered. Any bond or assessment that constitutes a lien on the Property as of the Closing Date shall be assumed by City. Rents payable under any leases existing prior to the Closing Date, and any applicable utility service charges shall be prorated as of the Closing Date. Agency shall pay all applicable recording fees, transfer taxes, escrow fees and closing costs incurred in connection with the conveyance of the Property to City. City shall pay the cost of any policy of title insurance City elects to purchase in connection with the transaction that is the subject of this Agreement.

6. "AS-IS" Transfer. City acknowledges and agrees that: (i) prior to the Closing Date, in City's discretion, City shall inspect the Property and examine the legal, environmental, zoning, land use, seismic, title, survey and physical characteristics and conditions of the Property; (ii) by acquiring the Property, City shall be deemed to have approved of all such characteristics and conditions; (iii) the Property is to be conveyed to and accepted by City in its present condition, "AS IS," "WHERE IS" AND WITH ALL FAULTS, and no patent or latent defect or deficiency in the condition of the Property whether known or discovered, shall affect the rights of either Agency or City hereunder.

7. Agency's Covenants. Agency covenants that from the Effective Date and through the Closing Date, Agency: (i) shall not permit any liens, encumbrances, or easements to be placed on the Property without the consent of City; (ii) shall not enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on City or the Property after the Closing Date without the prior written consent of City; (iii) shall not permit any act of waste or act that would tend to diminish the value of the Property for any reason, except that caused by ordinary wear and tear; and (iv) shall maintain the Property in its condition as of the Effective Date, ordinary wear and tear excepted, and shall manage the Property substantially in accordance with Agency's established practices.

8. Damage and Destruction. In the event of any damage or other loss to the Property, or any portion thereof, caused by fire, flood or other casualty prior to the Closing Date in an amount not exceeding Fifty Thousand Dollars (\$50,000), City shall not be entitled to terminate this Agreement, but shall be obligated to acquire the Property as provided in this Agreement, provided that Agency shall: (i) assign and transfer to City all of Agency's rights under any insurance policy covering the damage or loss, and all claims for monies payable from Agency's insurer(s) in connection with the

damage or loss; and (ii) pay to City on the Closing Date the amount of Agency's deductible under the insurance policy or policies covering the damage or loss. In the event of damage or destruction of the Property or any portion thereof prior to the Closing Date in an amount in excess of Fifty Thousand Dollars (\$50,000), City may elect either to terminate this Agreement upon written notice to Agency, or to consummate the acquisition of the Property, in which case Agency shall: (i) assign and transfer to City all of Agency's rights under any insurance policy covering the damage or loss, and all claims for monies payable from Agency's insurer(s) in connection with the damage or loss; and (ii) pay to City on the Closing Date the amount of Agency's deductible under the insurance policy or policies covering the damage or loss. If City elects to terminate this Agreement, all funds and documents deposited into escrow by or on behalf of City shall be returned to City, and all rights and obligations hereunder shall terminate.

9. Condemnation. If prior to Close of Escrow, a material portion of the Property is taken by eminent domain (or an action of eminent domain has been commenced against all or any portion of the Property) (excluding for purposes of this Section, the exercise of any eminent domain powers by the City), upon Agency's receipt of notice thereof, Agency shall promptly notify City of such fact, and City shall have the option to terminate this Agreement upon notice to Agency given not later than ten (10) days after City's receipt of Agency's notice. If City elects to terminate this Agreement, all funds and documents deposited into escrow by or on behalf of City shall be returned to City, and all rights and obligations hereunder shall terminate.

If City does not exercise such option to terminate this Agreement, Agency shall assign to City on the Closing Date, and City shall be entitled to negotiate for, receive, and keep, all awards, and rights to receive future awards, for such taking by eminent domain, and the transaction contemplated by this Agreement shall be consummated pursuant to the terms hereof.

10. Restrictions on Use. City pledges that City shall use, and shall permit the Property to be developed and/or further developed for purposes consistent with the Redevelopment Plan, the Implementation Plan adopted by the Agency, and the City's General Plan. The requirements of this Section 10 shall be included in the Grant Deed(s) conveying the Property to City, shall constitute covenants running with the land, shall be binding on successors, and shall survive the Close of Escrow and the termination of this Agreement.

11. Restrictions on Use of Proceeds. City agrees that all lease payments and any sale proceeds in the event of lease or sale of the Property shall be deposited into a restricted fund, and such payments and proceeds shall be used solely for the construction, installation and maintenance of public improvements within the Project Area or to increase, improve or preserve the City's supply of housing available at affordable housing cost to low- and moderate-income households. The requirements of this Section 11 shall be included in the Grant Deed(s) conveying the Property to City, and shall survive the Close of Escrow and the termination of this Agreement.

12. Obligation to Refrain from Discrimination. City shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. City covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall City or any person claiming under or through City establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof. City shall include such provision in all deeds, leases, contracts and other instruments executed by City, and shall enforce the same diligently and in good faith.

All deeds, leases or contracts made or entered into by City, its successors or assigns, as to any portion of the Property or the improvements located thereon shall contain the following:

(a) In Deeds, the following language shall appear:

“(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(b) In Leases, the following language shall appear:

“(1) The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(c) In Contracts, the following language shall appear:

“There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.”

13. Defaults and Remedies.

13.1 Default. An event of default (“**Event of Default**”) shall arise hereunder if either Party fails to keep, observe, or perform any of its covenants, duties, or obligations under this Agreement, and the default continues for a period of thirty (30) days, or in the case of a default which cannot with due diligence be cured within thirty (30) days, the defaulting Party fails to commence to cure the default within thirty (30) days of such default and thereafter fails to prosecute the curing of such default with due diligence and in good faith to completion within not more than ninety (90) days.

13.2 Remedies. Upon the occurrence of an Event of Default, in addition to pursuing any other remedy allowed at law or in equity or otherwise provided in this Agreement, the non-defaulting Party may bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking to obtain any other remedy consistent with the purpose of this Agreement, and may pursue any and all other remedies available under this Agreement or under law or equity to enforce the terms of this Agreement.

13.3 Remedies Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same or any other default by the other Party.

13.4 Inaction Not a Waiver of Default. No failure or delay by either Party in asserting any of its rights and remedies as to any default shall operate as a waiver of such default or of any such rights or remedies, nor deprive either Party of its rights to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies in the same or any subsequent default.

14. Miscellaneous.

14.1 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

- (i) personal delivery, in which case notice is effective upon delivery;
- (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
- (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that: (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery; or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

To Agency: Cotati Community Redevelopment Agency
201 West Sierra Avenue
Cotati, CA 94931-4217
Attention: Executive Director

To City: City of Cotati
201 West Sierra Avenue
Cotati, CA 94931-4217
Attention: City Manager

14.2 No Brokers. Each Party hereby represents and warrants to the other Party that it has retained no broker or other party to whom a commission or finder's fee is due with respect to the transactions contemplated hereby. Each Party shall defend, indemnify and hold the other Party harmless from and against all claims, expenses or costs arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

14.3 Attorneys' Fees. If either Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing party in any proceeding in connection with such dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

14.4 Entire Agreement. This Agreement, including Exhibit A hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements with respect thereto.

14.5 Provisions Not Merged With Deeds. None of the provisions, terms, representations, warranties and covenants of this Agreement are intended to or shall be merged by the Grant Deed(s), and neither the Grant Deed(s) nor any other document shall affect or impair the provisions, terms, representations, warranties and covenants contained herein. Without limiting the generality of the foregoing: (i) Agency's representations, warranties and covenants contained herein shall survive the Close of Escrow; (ii) all provisions of this Agreement that expressly state that they shall survive the Close of Escrow and the termination of this Agreement shall do so; and (iii) City and Agency intend that City's obligations pursuant to Sections 10, 11 and 12 will survive the termination of this Agreement, the Close of Escrow and the transfer of the Property to City.

14.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

14.7 Interpretation; Captions. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties

acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

14.8 Exhibits. Exhibit A attached hereto is incorporated herein by this reference and made a part of this Agreement.

14.9 No Third Party Beneficiaries. Nothing contained in this Agreement is intended by the Parties, nor shall any provision of this Agreement be deemed or construed by the Parties or by any third person, to be for the benefit of any third party, nor shall any third party have any right to enforce any provision of this Agreement or be entitled to damages for any breach by City or Agency of any of the provisions of this Agreement.

14.10 Amendments. This Agreement may be modified or amended only by an instrument in writing executed by both City and Agency.

14.11 Assignments. This Agreement and the rights conferred hereunder may not be assigned by operation of law or otherwise absent the express written consent of the Parties.

14.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which taken together shall constitute one agreement.

14.13 Further Assurances. Agency and City each agree to undertake such other actions as may reasonably be necessary to carry out the intent of this Agreement, including without limitation, the execution and/or recordation of any additional documents which may be required to effectuate the transactions contemplated hereby.

14.14 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.

14.15 Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of City or Agency shall be personally liable in the event of any default or breach hereunder by either Party.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant Deed as of this _____ day of _____, 2011.

AGENCY:

COTATI COMMUNITY REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____
Dianne Thompson, Executive Director

ATTEST:

By: _____
Agency Secretary

APPROVED AS TO FORM:

By: _____
Agency Counsel

CITY:

CITY OF COTATI,
a municipal corporation

By: _____
Janet Orchard, Mayor

ATTEST:

By _____
Tami Taylor, Deputy City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

Exhibit A

FORM OF GRANT DEED

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

City of Cotati
201 West Sierra Avenue
Cotati, CA 94931-4217
Attention: City Manager

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

The grantor and the grantee in this conveyance
are comprised of the same parties who continue
to hold the same proportionate interest in the
property, Revenue & Taxation Code §11925

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

GRANT DEED

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

The Cotati Community Redevelopment Agency, a public body, corporate and politic ("**Grantor**"), acting to carry out the Cotati Redevelopment Plan ("**Redevelopment Plan**") for redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants and conveys to the City of Cotati, a municipal corporation ("**Grantee**"), the real property (the "**Property**") located in the City of Cotati at _____, designated as Sonoma County Assessor's Parcel Number _____ and more particularly described in Exhibit A attached hereto and incorporated in this grant deed ("**Grant Deed**") by this reference.

1. Disposition and Development Agreement. The Property is conveyed subject to the Redevelopment Plan and that certain unrecorded Disposition and Development Agreement entered into by and between Grantor and Grantee dated as of March 15th, 2011 ("**Agreement**").

2. Use Restrictions. Grantee hereby covenants and agrees, for itself and its successors and assigns, that Grantee and such successors and assigns shall begin and diligently prosecute to completion the redevelopment of the Property in accordance with the Agreement, including without limitation the provisions of the Agreement that require the Property to be developed or further developed consistent with the requirements of the Redevelopment Plan, the Implementation Plan adopted in connection therewith, and the Cotati General Plan.

3. Restrictions on Use of Proceeds. Grantee covenants and agrees that the Property and any improvements thereon will be used for the purposes of timely redevelopment as set forth in the Agreement and not for speculation in landholding. Grantee covenants and agrees that Grantee shall deposit all proceeds that Grantee receives from the sale or lease of the Property or any part thereof into a restricted fund, and shall use such proceeds solely for the construction, installation and maintenance of public improvements within the Cotati Redevelopment Project Area or to increase, improve or preserve the City of Cotati's supply of housing available at affordable housing cost to low- and moderate-income households.

4. Nondiscrimination. Grantee shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Grantee covenants for itself and all persons claiming under or through it, and this Grant Deed is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Grantee or any person claiming under or through Grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof.

All deeds, leases or contracts made or entered into by Grantee, its successors or assigns, as to any portion of the Property or any improvements thereon shall contain the following language:

(a) In Deeds, the following language shall appear:

"(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(b) In Leases, the following language shall appear:

“(1) The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(c) In Contracts, the following language shall appear:

“There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.”

5. Term of Restrictions. The covenants contained in Section 2 regarding use of the Property shall remain in effect until the date which is the expiration date of the Redevelopment Plan as in effect on the date of this Grant Deed. The covenants against discrimination contained in Section 4 shall remain in effect in perpetuity.
6. Mortgagee Protection. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the Agreement; provided, however, that any successor of Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.
7. Binding On Successors. The covenants contained in Sections 2 and 4 of this Grant Deed, without regard to technical or legal classification or designation specified in this Grant Deed or otherwise, shall to the fullest extent permitted by law and equity, be binding upon Grantee and any successor in interest to the Property or any part thereof, for the benefit of Grantor, and its successors and assigns, and such covenants shall run in favor of and be enforceable by Grantor and its successors and assigns for the entire period during which such covenants shall be in force and effect, without regard to whether Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, Grantor and its successors and assigns shall have the right to exercise all rights and remedies available under law or in equity to enforce the curing of such breach.
8. Enforcement. Grantor shall have the right to institute such actions or proceedings as it may deem desirable to enforce the provisions set forth herein. Any delay by Grantor in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights hereunder shall not operate as a waiver of or limitation on such rights, nor operate to deprive Grantor of such rights, nor shall any waiver made by Grantor with respect to any specific default by Grantee, its successors and assigns, be considered or treated as a waiver of Grantor's rights with respect to any other default by Grantee, its successors and assigns, or with respect to the particular default except to the extent specifically waived.
9. Amendment. Only Grantor, its successors or assigns, and Grantee and the successors or assigns of Grantee in and to all or any part of the fee title to the Property and any improvements thereon, shall have the right to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed. For purposes of this Section, successors or assigns of Grantee shall be defined to include only those parties who hold all or any part of the Property and any improvements thereon in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property and any improvements thereon.
10. Conflict. In the event there is a conflict between the provisions of this Grant Deed and the Agreement, it is the intent of the parties that the Agreement shall control.

11. Counterparts. This Grant Deed may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant Deed as of this _____ day of _____, 2011.

GRANTOR:

COTATI COMMUNITY REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____
Dianne Thompson, Executive Director

ATTEST:

By: _____
Agency Secretary

APPROVED AS TO FORM:

By: _____
Agency Counsel

GRANTEE:

CITY OF COTATI,
a municipal corporation

By: _____
Janet Orchard, Mayor

ATTEST:

By _____
Tami Taylor, Deputy City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

