

RECORDING REQUESTED BY
State of California

WHEN RECORDED RETURN TO
Department of Transportation
P. O. Box 23440
Oakland, CA 94623-0440

Attention: R/W Excess Lands

CONFORMED COPY
Recorded 8/25/15
Serial # 2015075556
Sonoma County Records
NOT COMPARED

Documentary Transfer Tax: \$ -0- R & T 11922

Space above this line for Recorder's Use

DIRECTOR'S DEED

District	County	Route	Post	Number
04	SON	101	12.4	DD-013269-01-01

(013269-01-01 & 013270-01-01)

The STATE OF CALIFORNIA, acting by and through its Director of Transportation, does hereby grant to

CITY OF COTATI, a California Municipal Corporation

all that real property in the City of Cotati, County of Sonoma,

State of California, described as:

Please see EXHIBIT "A" attached.

State shall have the power to terminate the fee simple estate in the Property conveyed by this deed, as defined in California Civil Code Section 885.010 and more particularly described in EXHIBIT "B" attached hereto and made a part hereof.

MAIL TAX
STATEMENTS TO:

City of Cotati
201 West Sierra Avenue
Cotati, CA 94931

DOCUMENTARY TRANSFER TAX \$ _____
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE.

Signature of declarant or agent determining tax-firm name

CITY OF COTATI

Unincorporated

Subject to special assessments if any, restrictions, reservations, and easements of record.

This conveyance is executed pursuant to the authority vested in the Director of Transportation by law and, in particular, by the Streets and Highways Code.

WITNESS my hand and the seal of the Department of Transportation of the State of California, this 26 day of December 2014.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM AND PROCEDURE

[Signature]
ATTORNEY
DEPARTMENT OF TRANSPORTATION

MALCOLM DOUGHERTY,
Director of Transportation

By [Signature]
MARK L. WEAVER, Attorney in Fact
Deputy District Director
Right of Way and Land Surveys

State of California }
County of Alameda } ss

ACKNOWLEDGMENT

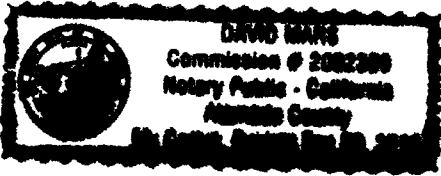
On 12/26/14 before me, David Mars, Notary Public, personally
(Here insert name and title of the officer)
appeared Mark L. Weaver

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

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



THIS IS TO CERTIFY that the California Transportation Commission has authorized the Director of Transportation to execute the foregoing deed at its meeting regularly called and held on the 10th day of December 2014, in the city of Riverside.

Dated this 10th day of December 2014.

[Signature]
ANDRE BOUTROS, Executive Director
CALIFORNIA TRANSPORTATION COMMISSION

Notary Seal Certification
(California Government Code 27361.7)

I hereby certify under penalty of perjury that the following is a true and correct reproduction of the information set forth in the notary seal appearing on the document to which this certification is attached:

Name of Notary: DAVID MARS


Date Commission Expires: 12/29/06

Notary Identification Number: 2002389

Manufacturer's Identification Number: _____

Executed at Santa Rosa, California

on August 21, 2015.



(Signature)

EXHIBIT "A"

Portions of those parcels of lands as described in the Grant Deeds to the State of California recorded as follows:

<u>State Parcel No.</u>	<u>Recording Date</u>	<u>Volume</u>	<u>Page</u>
13269	12-10-1954	1313	530
13270	12-1-1954	1311	607

all of Official Records of Sonoma County, being described as follows:

BEGINNING at the most easterly corner of that parcel of land as described in said Grant Deed (1313 O.R. 530); thence along the general southeasterly line of last said parcel and the easterly line of said Grant Deed (1311 O.R. 607), the following two courses; S.51°16'54"W., 241.38 feet and S.66°16'16"W, 170.50 feet; thence N.4°17'59"E., 253.20 feet; thence N.17°25'16"E.,135.56 feet; thence N.47°33'24"E.,114.02 feet; thence S.89°57'14"E. 23.62 feet; to a point on the northeasterly line of said Grant Deed (1313 O.R. 530); thence along said northeasterly line, S36°31'06"E., 297.59 feet to the POINT OF BEGINNING.

CONTAINING 2.044 acres, more or less.

There shall be no abutter's rights of access appurtenant to the above-described real property in and to the adjacent State freeway.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 
 Licensed Land Surveyor

Date: 08/11/2014



EXHIBIT "B"

POWER OF TERMINATION. The Property is being conveyed by Grantor to the City of Cotati pursuant to that certain Functional Replacement and Exchange Agreement dated as of November 19, 2014 by and between the State of California, acting by and through its Department of Transportation and the City of Cotati to achieve the functional replacement of the St. Joseph Park and Ride as more particularly described in the Functional Replacement and Exchange Agreement. All definitions set forth in the above referenced Functional Replacement and Exchange Agreement are applicable to and incorporated into this deed. To assure the purposes of the Functional Replacement and Exchange Agreement, the satisfaction of each of the provisions of subsections (a)(1) and (a)(2), below, is expressly declared to be a condition subsequent for the benefit of Grantor. Should said conditions not be satisfied, Grantor shall have the power to terminate the fee simple estate in the Property conveyed by this deed, and to reenter and take possession and title to the Property, including without limitation, all improvements thereon, in the manner provided in subsections (b) and (c) hereof and subject to expiration and relinquishment of the Power of Termination pursuant to subsection (d) hereof. The interest created in Grantor by this paragraph is a "Power of Termination" as defined in California Civil Code Section 885.010.

- (a) With respect to the Property conveyed by this deed, the following are conditions subsequent:
 - (1) If the Property is sold to a third party by the City of Cotati, the gross sales proceeds shall be deposited into the escrow account established pursuant to the Functional Replacement and Exchange Agreement prior to or concurrently with the sale of the Property to the third party, and
 - (2) If the Property is retained by the City of Cotati the construction of the Off-Site Replacement Facilities shall begin prior to the date the City closes the existing St. Joseph Park and Ride lot.
- (b) Grantor shall have the right, following not less than thirty days prior written notice to Grantee, to exercise its Power of Termination in each of the following circumstances:
 - (1) If the Property is sold to a third party by the City of Cotati, and the gross sales proceeds are not deposited into the escrow account established pursuant to the Functional Replacement and Exchange Agreement prior to or concurrently with the sale of the Property to the third party; or
 - (3) If the Property is retained by the City of Cotati the construction of the Off-Site Replacement Facilities shall begin prior to the date the City closes the existing St. Joseph Park and Ride lot.

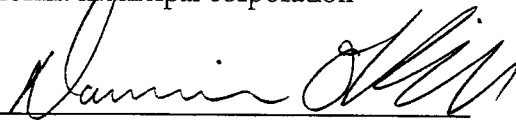
- (c) Grantor's Power of Termination under this paragraph shall expire and be relinquished as to the Property, and Grantor agrees to the delivery and recordation of a Relinquishment of Power of Termination pursuant to the terms of the Functional Replacement and Exchange Agreement, upon receipt of written notice from the City of Cotati that either:
- (1) The Property has been sold by the City of Cotati, and the gross sales proceeds have been deposited into the escrow account established pursuant to the Functional Replacement and Exchange Agreement prior to or concurrently with the sale of the Property to the third party; and Grantor does not object thereto within thirty days of such notice; or
 - (2) Construction of the Off-Site Replacement Facilities has begun and Grantor does not object thereto within thirty days of such notice.

CERTIFICATE OF ACCEPTANCE

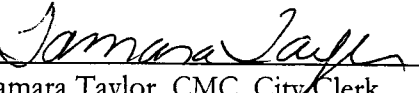
This is to certify that the interest in real property conveyed by the Director's Deed dated December 26, 2014, by the State of California, to the City of Cotati, a California municipal corporation ("City"), is hereby accepted on behalf of the City by its City Manager pursuant to authority conferred by Resolution No. 2014-75, adopted by the City Council of the City of Cotati on October 14, 2014, and that the City consents to recordation of the Director's Deed by its duly authorized officer.

Dated: August 21, 2015

CITY OF COTATI,
a California municipal corporation

By: 
Damien O'Bid, City Manager

ATTEST:

By: 
Tamara Taylor, CMC, City Clerk