

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (“Agreement”) is made and entered into on March 12, 2026 (“Effective Date”), by and between MMA SROSA POWER, L.P., a Delaware Limited Partnership (“Seller”); and Santa Rosa High School District, a California public school district (“Purchaser”). Seller and Purchaser may be individually referred to herein as “Party” and collectively referred to herein as “Parties.”

RECITALS

WHEREAS, Seller and Purchaser entered into that certain Solar Power Purchase Agreement dated as of July 3, 2008 (as amended or otherwise modified from time to time, the “PPA”). Any terms not defined herein shall have the same definition as the PPA;

WHEREAS, the PPA granted MMA SROSA rights to install, finance, own and operate electricity grid-connected photovoltaic, solar power plants (“Generating Facilities”) located at Sites owned by Purchaser.

WHEREAS, MMA SROSA installed, financed, owned and operated Generating Facilities located at three (3) of the four (4) Sites listed under the PPA, including those at (a) Elsie Allen High School, 599 Bellevue Avenue, Santa Rosa, CA 95407, (b) Lawrence Cook Middle School (also referred to as Cesar Chavez Language Academy), 2480 Sebastopol Road, Santa Rosa, CA 95407 and (c) Maria Carrillo High School, 6975 Montecito Boulevard, Santa Rosa, CA 95409.

WHEREAS, in accordance with and as defined in the PPA, Seller agreed to sell to Purchaser and Purchaser agrees to purchase from Seller, all of the Energy Output generated by the Generating Facilities.

WHEREAS, the Purchaser previously purchased the Generating Facility located at Cook Middle School/Cesar Chavez Language Academy on February 15, 2023.

WHEREAS, the Parties now wish to allow Purchaser to purchase the Generating Facility located at Elsie Allen High School (the “EAHS Facility”) at Fair Market Value.

WHEREAS, Seller represents and warrants that it is the sole owner of all right, title and interest in the EAHS Facility, and is capable of transferring all such right, title and interest in such facility to Purchaser through this Agreement;

WHEREAS, the Parties wish to allow Purchaser to buy the EAHS Facility effective March 31, 2026, subject to the satisfaction of the conditions to Closing set forth under Section 3, with such transfer to be effective upon the occurrence of the Closing (“Termination Date”).

WHEREAS, the Parties desire to enter into this Agreement to provide for the actions to be taken by the respective Parties to effectuate the sale and transfer to Purchaser of the EAHS Facility and termination of the PPA and the related easement with respect to the EAHS Facility.

WHEREAS, the Parties desire that the PPA shall continue to apply to the Generating Facility located at Maria Carrillo High School, 6975 Montecito Boulevard, Santa Rosa, CA 95409.

NOW THEREFORE, in consideration of the promises hereinafter set forth, Seller and Purchaser agree as follows:

AGREEMENT

1. **Sale and Purchase of the EAHS Facility.** Subject to the terms and conditions set forth herein, Seller shall sell, transfer, and convey to Purchaser, and Purchaser shall purchase and acquire from Seller, all right title and interest in the EAHS Facility, free and clear of all liens, pledges, security interests, encumbrances, and claims of any kind. In so doing, the rights, interests, and obligations in and to the EAHS Facility of Seller shall cease and shall become the rights, interests, and obligations of Purchaser. Seller agrees to execute any further documentation as reasonably requested by Purchaser to evidence the completion of this sale.
2. **Purchase Price.** The “Total Purchase Price” for the EAHS Facility shall be **TWO HUNDRED AND EIGHTY THOUSAND DOLLARS (\$280,000.00)**.
3. **Responsibilities of the Parties and Conditions of Closing.** On or before the Termination Date, the respective obligations of Seller and Purchaser pursuant to the terms of this Agreement are subject to satisfaction of the following conditions precedent (collectively “Closing”):
 - 3.1 **Bill of Sale.** Seller shall complete, execute and deliver to Purchaser, and Purchaser shall accept, a bill sale in the form attached as **Exhibit “A”**, attached hereto and incorporated herein by this reference.
 - 3.2 **Payment of Purchase Price.** The transfer of Seller’s right title and interest in the EAHS Facility shall be conditioned and only effective upon Purchaser successfully paying the full amount of the Total Purchase Price via wire transfer to Seller, pursuant to wiring instructions provided by Seller. The transfer of the EAHS Facility shall be deemed to occur concurrently with the completion of Seller’s receipt of such funds.
 - 3.3 **Approval of Sale.** This Agreement shall be effective only upon the necessary action and approval by the governing board of Purchaser.
 - 3.4 **Quitclaim Deed.** As a condition to Closing, Seller shall execute and deliver to Purchaser a quitclaim deed in substantially the form attached hereto as Exhibit B, releasing and terminating the Easement Agreement (as defined therein) affecting the parcels described in Exhibits A-1 and A-2 to the Easement Agreement.

- 3.5 **Additional Documents.** Each Party shall deliver all other documents and take such actions as reasonably requested by the other Party as necessary or appropriate to consummate the transactions contemplated by this Agreement.
4. **Post-Closing Obligations of Parties.** Following the Termination Date, the Parties shall work in good faith to cause the following documents to be executed:
- 4.1 **Amendment of Easement.** The Parties shall negotiate and execute an amendment of the grant of non-exclusive easement for the EAHS Facility Site and an instrument in recordable form reflecting the same.
- 4.2 **Amendment to PPA.** Each Party shall execute and deliver to the other Party an amendment to the PPA reflecting any updated values or provisions resulting from the sale of the EAHS Facility.
5. **Acceptance and Assumption.** Immediately upon the occurrence of the Closing and without any further action by Seller or Purchaser, Purchaser accepts and assumes all duties, obligations, liabilities and responsibilities arising from and after the Closing Date with respect to the ownership, operation and maintenance of the EAHS Facility, including but not limited to permits, licenses, insurance, expenses, and any approvals required for the interconnection, operation, and maintenance of the system.
6. **Disclaimer of Warranties.** SELLER REPRESENTS AND WARRANTS THAT IT IS THE SOLE OWNER OF ALL RIGHT, TITLE AND INTEREST IN THE EAHS FACILITY, AND IS CAPABLE OF TRANSFERRING ALL SUCH RIGHT, TITLE AND INTEREST IN SUCH FACILITY TO PURCHASER THROUGH THIS AGREEMENT AND THE EAHS FACILITY SHALL BE TRANSFERRED TO PURCHASE AT CLOSING FREE AND CLEAR OF ALL LIENS, PLEDGES, SECURITY INTERESTS, ENCUMBRANCES, AND CLAIMS OF ANY KIND. SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AND WHETHER BY COMMON LAW, STATUTE OR OTHERWISE, AND SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO SELLER, THE EAHS FACILITY OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THE EAHS FACILITY IS SOLD "AS IS, WHERE IS" ON THE DATE OF CLOSING, AND IN ITS CONDITION ON SUCH DATE "WITH ALL FAULTS."
7. **PPA and Related Agreements.**
- 7.1 Immediately upon the occurrence of the Closing and without any further action by Seller or Purchaser, the PPA shall terminate as to the EAHS Facility only, except for those provisions that must survive termination under Section 28 of the PPA ("Survival").
- 7.2 The Parties agree that all provisions of the PPA, Site Agreement, and Interconnection Agreements remain in full force and effect as to the Generating Facility located at

Maria Carrillo High School. The PPA and all related agreements may be amended or modified only by a written instrument executed by the Parties as to these sites.

- 8. Fees and Expenses.** Seller and Purchaser shall each be responsible for its own fees and expenses incurred in connection with the transaction contemplated by this Agreement.
- 9. Entire Agreement of Parties as to EAHS Facility.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written, related to the subject matter of this Agreement and as related to the EAHS Facility. This Agreement may be amended or modified only by a written instrument executed by the Parties.
- 10. California Law.** This Agreement shall be governed by, and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California.
- 11. Disputes.** Any actions or proceedings arising under, growing out of, or in any way related to this Agreement shall be instituted and prosecuted only in courts located in the County of Sonoma, State of California.
- 12. Attorneys' Fees.** Each Party shall bear its own Attorneys' fees in any action or proceeding brought to enforce the terms of this Agreement or arising out of this Agreement.
- 13. Waiver.** No waiver by any Party of any provision of this Agreement shall occur without a signed written instrument or be considered a waiver of any other provision or of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law or in equity.
- 14. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 15. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission or electronic signature shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 16. Section Headings and Captions.** The section headings and/or captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.
- 17. Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid, or illegal.

- 18. Incorporation of Recitals and Exhibits.** The Recitals and any exhibit attached hereto are hereby incorporated herein by reference.
- 19. Further Assurances.** Following the Closing, Seller, from time to time, at the written request and expense of Purchaser, shall execute and deliver any further acknowledgments, agreements or instruments of assignment, transfer or assurance, and do any and all further acts and things, as may be necessary or appropriate in the opinion of Purchaser and acceptable to Seller, to give effect to the provisions of this Agreement and to more perfectly confirm the rights and interests sold, assigned, and transferred to Purchaser pursuant to this Agreement.
- 20. Transfer Taxes.** All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder shall be borne and paid by Purchaser when due. Purchaser shall, at its own expense, timely file any tax return or other document with respect to such taxes or fees (and Seller shall cooperate with respect thereto as necessary).
- 21. Due authorization.** The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of each Party hereto.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the Effective Date:

PURCHASER:

Dated: _____, 2026

**SANTA ROSA HIGH SCHOOL
DISTRICT, a California public school
district**

By: _____

Print Name: _____

Print Title: _____

SELLER:

Dated: _____, 2026

**MMA SROSA POWER, L.P., a Delaware
Limited Partnership**

**By: MMA Solar Fund III GP Sub, LLC,
a Delaware limited liability company,
its general partner**

By: _____

Print Name: _____

Print Title: _____

EXHIBIT “A”

BILL OF SALE

This Bill of Sale is entered into effective as of March 31, 2026 by MMA SROSA POWER, L.P., a Delaware Limited Partnership (“Seller”), in favor of SANTA ROSA HIGH SCHOOL DISTRICT, a California public school district (“Purchaser”). This Bill of Sale is made pursuant to that Asset Purchase Agreement (“APA”) dated as of January ___, 2026, by Seller and Purchaser, to transfer the EAHS Facility, as defined herein. Each capitalized term used by not otherwise defined herein has the meaning given to such term in the APA.

1. Conveyance. For good and valuable consideration in the amount of Two Hundred and Eighty Thousand Dollars (\$280,000.00), the receipt and adequacy of which Seller hereby acknowledges, Seller hereby irrevocably sells, assigns, transfers, conveys, grants, bargains, and delivers to Purchaser, all of its right, title and interest in and to the solar energy project listed on EXHIBIT A attached hereto and made a part of this Bill of Sale (the “EAHS Facility”).

2. Disclaimer of Warranties. SELLER REPRESENTS AND WARRANTS THAT IT IS THE SOLE OWNER OF ALL RIGHT, TITLE AND INTEREST IN THE EAHS FACILITY, AND IS CAPABLE OF TRANSFERRING ALL SUCH RIGHT, TITLE AND INTEREST IN SUCH FACILITY TO PURCHASER THROUGH THIS AGREEMENT. SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AND WHETHER BY COMMON LAW, STATUTE OR OTHERWISE, AND SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO SELLER, THE EAHS FACILITY OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THE EAHS FACILITY IS SOLD “AS IS, WHERE IS” ON THE DATE OF CLOSING, AND IN ITS CONDITION ON SUCH DATE “WITH ALL FAULTS.”

3. Further Assurances. Following the Closing, Seller, from time to time, at the written request and expense of Purchaser, shall execute and deliver any further acknowledgments, agreements or instruments of assignment, transfer or assurance, and do any and all further acts and things, as may be necessary or appropriate in the opinion of Purchaser and acceptable to Seller, to give effect to the provisions of this Agreement and to more perfectly confirm the rights and interests sold, assigned, and transferred to Purchaser pursuant to this Agreement.

4. Governing Law. This Agreement shall be governed by, and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California.

5. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission or electronic signature shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Purchaser have each duly executed this Bill of Sale as of the date first written above.

**SANTA ROSA HIGH SCHOOL
DISTRICT, a California public school
district**

By: _____
Name: _____
Title: _____

**MMA SROSA POWER, L.P.,
a Delaware Limited Partnership**

**By: MMA Solar Fund III GP Sub, LLC,
a Delaware limited liability company,
its general partner**

By: _____
Name: _____
Title: _____

EXHIBIT A TO BILL OF SALE

DESCRIPTION OF EAHS FACILITY

Location: Elsie Allen High School, 599 Bellevue Avenue, Santa Rosa, CA 95407

Type: Roof Mount, Fixed Tilt

Type of Module: Suntech STP175S-24/Ab-1

Number of Modules: 2064

EXHIBIT B
FORM OF QUITCLAIM DEED

RECORDING REQUESTED BY
AND WHEN RECORDED,
RETURN TO:

APN: _____

R&T Code § 11911 – No Consideration

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and with documentary transfer tax exempt under California Revenue and Taxation Code § 11911 (no consideration), MMA SROSA POWER, L.P., a Delaware limited partnership (“**Grantor**”), does hereby remise, release, and forever quitclaim to City of Santa Rosa High School District, a California public school district (“**Grantee**”), all right, title, and interest of Grantor in and to that certain Easement Agreement dated July 3, 2008, a memorandum of which was recorded on July 15, 2008, as Instrument No. 2008064778 in the Official Records of Sonoma County, California, and amended on November 17, 2015 (the “**Easement Agreement**”), solely as the Easement Agreement affects the parcels of land described in **Exhibit A-1** and **Exhibit A-2** to the Easement Agreement (the “**Released Parcels**”), together with all rights, easements, and interests created thereby with respect to the Released Parcels.

This Quitclaim Deed is intended to and shall operate as a full and final release and termination of the Easement Agreement as to the Released Parcels, and to evidence that the Easement Agreement and any interest therein is of no further force or effect with respect to the Released Parcels. For the avoidance of doubt, the Easement Agreement shall remain in full force and effect with respect to the parcel described in **Exhibit A-3** to the Easement Agreement.

[Signatures Appear on the Following Page]

Dated: _____, 2026

MMA SROSA POWER, L.P.,
a Delaware Limited Partnership

By: MMA Solar Fund III GP Sub, LLC,
a Delaware limited liability company,
its general partner

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE
(APN: _____)

This Certificate of Acceptance certifies that the interest in real property conveyed by the Quitclaim Deed dated _____, identified in Santa Rosa High School District Resolution No. _____, from the MMA SROSA POWER, L.P., a Delaware limited partnership (the “**Grantor**”) to the SANTA ROSA HIGH SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (the “**Grantee**”), is hereby accepted by _____, _____ on behalf of Grantee, pursuant to the authority conferred upon him/her by the Board of Education on _____, 2026 and Grantee consents to the recordation thereof by its duly authorized officer.

GRANTEE

SANTA ROSA HIGH SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

EXHIBIT A-1
TO
QUITCLAIM DEED

Legal Description of Property

EXHIBIT A-1

Legal Description

School Name: Elsie Allen High School

Address: 599 Bellevue Avenue, Santa Rosa, CA 95407

Legal Description:

Real property in the City of Santa Rosa, County of Sonoma, State of California, described as follows:

PARCEL ONE:

BEING PART OF THE RANCHO LLANO DE SANTA ROSA AND PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS FIVE, SIX, SEVEN, EIGHT, NINE AND TEN, IN BLOCK "A", AS SHOWN UPON THE MAP ENTITLED "MAP OF LANDS OF TIMOTHY PAIGE, BEING A PART OF WHAT IS KNOWN AS THE BRAYTON TRACT, SONOMA COUNTY, CALIFORNIA, " FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ON JUNE 12, 1888.

EXCEPTING THEREFROM TWO ACRES OFF THE NORTH SIDE OF SAID LOT FIVE CONVEYED BY GEORGE D. TULLAR TO R. J. HERR BY DEED DATED JULY 21, 1906 AND RECORDED IN BOOK 231 OF DEEDS, PAGE 54.

EXCEPTING ALSO THAT PORTION THEREOF SITUATED ON THE EASTERLY SIDE THEREOF AND CONTAINING 14.09 ACRES OF LAND, ACCORDING TO THE SURVEY OF J. E. WILLIAMS & SONS, MADE ON THE 12TH DAY OF OCTOBER, 1922, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STAKE IN THE MIDDLE OF BRAYTON AVENUE WHERE THE SAME INTERSECTS THE CENTER LINE OF A ROAD, 30-FEET IN WIDTH, RUNNING NORTH FROM SAID BRAYTON AVENUE ALONG THE EASTERLY LINE OF SAID LOTS 5, 6, 7, 8 AND 9 OF SAID BLOCK "A", AS SHOWN UPON THE MAP ENTITLED "MAP OF THE LANDS OF TIMOTHY PAIGE, BEING A PART OF WHAT IS KNOWN AS THE BRAYTON TRACT, SONOMA COUNTY, CAL.", SAID POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF LOT NINE IN SAID BLOCK "A"; RUNNING THENCE NORTH 0 2' EAST, 1818.0 FEET TO A STAKE; THENCE WESTERLY AND PARALLEL WITH THE CENTERLINE OF SAID BRAYTON AVENUE, 337.65 FEET; THENCE SOUTH AND PARALLEL WITH THE CENTER LINE OF SAID 30-FOOT ROAD TO THE CENTER LINE OF SAID BRAYTON AVENUE; THENCE EAST ALONG THE CENTER LINE OF SAID BRAYTON AVENUE, A DISTANCE OF 337.65 FEET TO THE PLACE OF BEGINNING.

AND FURTHER EXCEPTING THEREFROM THAT PORTION THEREOF AS CONVEYED IN THE DEED TO SONOMA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED JANUARY 24, 1966 IN BOOK 2183 OF OFFICIAL RECORDS, PAGE 770, SERIAL NO. J-80592, SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERN CORNER OF THE REAL PROPERTY OF GRANTOR DESCRIBED IN THE FIRST TRACT IN AN INSTRUMENT RECORDED IN BOOK 1447 AT PAGE 468 OF OFFICIAL RECORDS OF SONOMA COUNTY, CALIFORNIA, SAID POINT HAVING COORDINATES OF Y=268, 612.85 AND X=1, 790, 158.28; THENCE ALONG THE SOUTHERN BOUNDARY OF SAID REAL PROPERTY OF GRANTOR, NORTH 89 40' 40" WEST, 701.35 FEET TO A POINT ON THE SOUTHERN BOUNDARY OF TRACT TWO, DESCRIBED IN THE ABOVEMENTIONED RECORDED INSTRUMENT, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUING ALONG SAID SOUTHERN BOUNDARY OF SAID TRACT TWO, NORTH 89 40' 40" WEST, 92.24 FEET; THENCE LEAVING SAID SOUTHERN BOUNDARY AT RIGHT ANGLES NORTH 019' 20 EAST, 66.00 FEET; THENCE NORTH 50 29' 20 EAST, 35.66 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET THROUGH AN ANGLE OF 24 00' 00 A DISTANCE OF 48.17 FEET; THENCE TANGENT TO THE LAST MENTIONED CURVE NORTH 74 29' 20 EAST, 121.20 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 180.00 FEET THROUGH AN ANGLE OF 15 50' 00 A DISTANCE OF 49.74 FEET; THENCE ALONG A LINE PARALLEL TO AND 151.00 FEET NORTHERLY OF THE SOUTHERN BOUNDARY OF SAID REAL PROPERTY OF GRANTOR, SOUTH 89 40' 40 EAST, 555.68 FEET TO THE EASTERN BOUNDARY OF THE HEREINABOVE MENTIONED TRACT ONE; THENCE ALONG SAID EASTERN BOUNDARY, SOUTH 0 39' 52 EAST, 85.01 FEET; THENCE ALONG A LINE PARALLEL TO AND 66.00 FEET NORTHERLY OF THE SOUTHERN BOUNDARY OF SAID REAL PROPERTY OF GRANTOR NORTH 89 40' 40 WEST, 547.49 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET THROUGH AN ANGLE OF 32 53' 44 A DISTANCE OF 97.60 FEET; THENCE SOUTH 57 25' 36 WEST, 71.33 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED.

PARCEL TWO:

COMMENCING IN THE MIDDLE OF BRAYTON AVENUE AT THE SOUTHWEST CORNER OF LOT 12 OF A TRACT OF LAND KNOWN AS THE DAVID HIRSHFELD TRACT; THENCE RUNNING NORTH ALONG THE WEST LINE OF SAID LOT 12, A DISTANCE OF 29.52 CHAINS; THENCE AT RIGHT ANGLES EASTERLY 10 CHAINS TO THE EAST LINE OF SAID LOT 12; THENCE SOUTHERLY ALONG SAID EAST LINE, 29.52 CHAINS TO THE SOUTHEAST CORNER OF SAID LOT 12 IN THE MIDDLE OF SAID BRAYTON AVENUE; THENCE WEST ALONG THE MIDDLE OF BRAYTON AVENUE, TO THE POINT OF COMMENCEMENT. BEING THE SAME LAND CONVEYED TO J. F. HINER BY ALBERT FILLIAN AND WIFE, BY DEED DATED APRIL 22, 1903 AND RECORDED IN BOOK 206 OF DEEDS, AT PAGE 200, SONOMA COUNTY

RECORDS.

EXCEPTING FROM THE ABOVE TRACTS, THAT PORTION CONTAINED IN THE DEED FROM ALEXANDER D. KONKIN AND MARY L. KONKIN, TO SONOMA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, DATED JULY 15, 1965 AND RECORDED JANUARY 24, 1966 IN BOOK 2183 OF OFFICIAL RECORDS, PAGE 770, SERIAL NO. J-80592.

EXCEPTING THEREFROM THAT PORTION CONTAINED IN THE DEED FROM ALEXANDER D. KONKIN AND MARY L. KONKIN, TO SONOMA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, DATED JULY 14, 1966 AND RECORDED AUGUST 30, 1966 IN BOOK 2228 OF OFFICIAL RECORDS, PAGE 694, SERIAL NO. K-10597.

THE FOLLOWING PARCEL IS DESCRIBED FOR CONVENIENCE ONLY, AND MAY BE INCLUDED IN CONVEYING DOCUMENTS; BUT CANNOT BE INCLUDED IN A POLICY OF TITLE INSURANCE.

PARCEL THREE:

THOSE CERTAIN ACCESS EASEMENT RIGHTS AS RESERVED IN THAT GRANT DEED FROM ALEXANDER D. KONKIN, ET UX, TO SONOMA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, DATED JULY 15, 1965 AND RECORDED JANUARY 24, 1966 IN THE OFFICE OF THE SONOMA COUNTY RECORDER IN BOOK 2183 OF OFFICIAL RECORDS, AT PAGE 770, SONOMA COUNTY RECORDS.

APN: 134-042-028-000 and 134-042-032-000

EXHIBIT A-1
TO
QUITCLAIM DEED

Legal Description of Property

EXHIBIT A-1

Legal Description

School Name: Elsie Allen High School

Address: 599 Bellevue Avenue, Santa Rosa, CA 95407

Legal Description:

Real property in the City of Santa Rosa, County of Sonoma, State of California, described as follows:

PARCEL ONE:

BEING PART OF THE RANCHO LLANO DE SANTA ROSA AND PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS FIVE, SIX, SEVEN, EIGHT, NINE AND TEN, IN BLOCK "A", AS SHOWN UPON THE MAP ENTITLED "MAP OF LANDS OF TIMOTHY PAIGE, BEING A PART OF WHAT IS KNOWN AS THE BRAYTON TRACT, SONOMA COUNTY, CALIFORNIA, " FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ON JUNE 12, 1888.

EXCEPTING THEREFROM TWO ACRES OFF THE NORTH SIDE OF SAID LOT FIVE CONVEYED BY GEORGE D. TULLAR TO R. J. HERR BY DEED DATED JULY 21, 1906 AND RECORDED IN BOOK 231 OF DEEDS, PAGE 54.

EXCEPTING ALSO THAT PORTION THEREOF SITUATED ON THE EASTERLY SIDE THEREOF AND CONTAINING 14.09 ACRES OF LAND, ACCORDING TO THE SURVEY OF J. E. WILLIAMS & SONS, MADE ON THE 12TH DAY OF OCTOBER, 1922, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STAKE IN THE MIDDLE OF BRAYTON AVENUE WHERE THE SAME INTERSECTS THE CENTER LINE OF A ROAD, 30-FEET IN WIDTH, RUNNING NORTH FROM SAID BRAYTON AVENUE ALONG THE EASTERLY LINE OF SAID LOTS 5, 6, 7, 8 AND 9 OF SAID BLOCK "A", AS SHOWN UPON THE MAP ENTITLED "MAP OF THE LANDS OF TIMOTHY PAIGE, BEING A PART OF WHAT IS KNOWN AS THE BRAYTON TRACT, SONOMA COUNTY, CAL.", SAID POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF LOT NINE IN SAID BLOCK "A"; RUNNING THENCE NORTH 0 2' EAST, 1818.0 FEET TO A STAKE; THENCE WESTERLY AND PARALLEL WITH THE CENTERLINE OF SAID BRAYTON AVENUE, 337.65 FEET; THENCE SOUTH AND PARALLEL WITH THE CENTER LINE OF SAID 30-FOOT ROAD TO THE CENTER LINE OF SAID BRAYTON AVENUE; THENCE EAST ALONG THE CENTER LINE OF SAID BRAYTON AVENUE, A DISTANCE OF 337.65 FEET TO THE PLACE OF BEGINNING.

AND FURTHER EXCEPTING THEREFROM THAT PORTION THEREOF AS CONVEYED IN THE DEED TO SONOMA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED JANUARY 24, 1966 IN BOOK 2183 OF OFFICIAL RECORDS, PAGE 770, SERIAL NO. J-80592, SONOMA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERN CORNER OF THE REAL PROPERTY OF GRANTOR DESCRIBED IN THE FIRST TRACT IN AN INSTRUMENT RECORDED IN BOOK 1447 AT PAGE 468 OF OFFICIAL RECORDS OF SONOMA COUNTY, CALIFORNIA, SAID POINT HAVING COORDINATES OF Y=268, 612.85 AND X=1, 790, 158.28; THENCE ALONG THE SOUTHERN BOUNDARY OF SAID REAL PROPERTY OF GRANTOR, NORTH 89 40' 40" WEST, 701.35 FEET TO A POINT ON THE SOUTHERN BOUNDARY OF TRACT TWO, DESCRIBED IN THE ABOVEMENTIONED RECORDED INSTRUMENT, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUING ALONG SAID SOUTHERN BOUNDARY OF SAID TRACT TWO, NORTH 89 40' 40" WEST, 92.24 FEET; THENCE LEAVING SAID SOUTHERN BOUNDARY AT RIGHT ANGLES NORTH 019' 20 EAST, 66.00 FEET; THENCE NORTH 50 29' 20 EAST, 35.66 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET THROUGH AN ANGLE OF 24 00' 00 A DISTANCE OF 48.17 FEET; THENCE TANGENT TO THE LAST MENTIONED CURVE NORTH 74 29' 20 EAST, 121.20 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 180.00 FEET THROUGH AN ANGLE OF 15 50' 00 A DISTANCE OF 49.74 FEET; THENCE ALONG A LINE PARALLEL TO AND 151.00 FEET NORTHERLY OF THE SOUTHERN BOUNDARY OF SAID REAL PROPERTY OF GRANTOR, SOUTH 89 40' 40 EAST, 555.68 FEET TO THE EASTERN BOUNDARY OF THE HEREINABOVE MENTIONED TRACT ONE; THENCE ALONG SAID EASTERN BOUNDARY, SOUTH 0 39' 52 EAST, 85.01 FEET; THENCE ALONG A LINE PARALLEL TO AND 66.00 FEET NORTHERLY OF THE SOUTHERN BOUNDARY OF SAID REAL PROPERTY OF GRANTOR NORTH 89 40' 40 WEST, 547.49 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET THROUGH AN ANGLE OF 32 53' 44 A DISTANCE OF 97.60 FEET; THENCE SOUTH 57 25' 36 WEST, 71.33 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED.

PARCEL TWO:

COMMENCING IN THE MIDDLE OF BRAYTON AVENUE AT THE SOUTHWEST CORNER OF LOT 12 OF A TRACT OF LAND KNOWN AS THE DAVID HIRSHFELD TRACT; THENCE RUNNING NORTH ALONG THE WEST LINE OF SAID LOT 12, A DISTANCE OF 29.52 CHAINS; THENCE AT RIGHT ANGLES EASTERLY 10 CHAINS TO THE EAST LINE OF SAID LOT 12; THENCE SOUTHERLY ALONG SAID EAST LINE, 29.52 CHAINS TO THE SOUTHEAST CORNER OF SAID LOT 12 IN THE MIDDLE OF SAID BRAYTON AVENUE; THENCE WEST ALONG THE MIDDLE OF BRAYTON AVENUE, TO THE POINT OF COMMENCEMENT. BEING THE SAME LAND CONVEYED TO J. F. HINER BY ALBERT FILLIAN AND WIFE, BY DEED DATED APRIL 22, 1903 AND RECORDED IN BOOK 206 OF DEEDS, AT PAGE 200, SONOMA COUNTY

RECORDS.

EXCEPTING FROM THE ABOVE TRACTS, THAT PORTION CONTAINED IN THE DEED FROM ALEXANDER D. KONKIN AND MARY L. KONKIN, TO SONOMA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, DATED JULY 15, 1965 AND RECORDED JANUARY 24, 1966 IN BOOK 2183 OF OFFICIAL RECORDS, PAGE 770, SERIAL NO. J-80592.

EXCEPTING THEREFROM THAT PORTION CONTAINED IN THE DEED FROM ALEXANDER D. KONKIN AND MARY L. KONKIN, TO SONOMA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, DATED JULY 14, 1966 AND RECORDED AUGUST 30, 1966 IN BOOK 2228 OF OFFICIAL RECORDS, PAGE 694, SERIAL NO. K-10597.

THE FOLLOWING PARCEL IS DESCRIBED FOR CONVENIENCE ONLY, AND MAY BE INCLUDED IN CONVEYING DOCUMENTS; BUT CANNOT BE INCLUDED IN A POLICY OF TITLE INSURANCE.

PARCEL THREE:

THOSE CERTAIN ACCESS EASEMENT RIGHTS AS RESERVED IN THAT GRANT DEED FROM ALEXANDER D. KONKIN, ET UX, TO SONOMA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, DATED JULY 15, 1965 AND RECORDED JANUARY 24, 1966 IN THE OFFICE OF THE SONOMA COUNTY RECORDER IN BOOK 2183 OF OFFICIAL RECORDS, AT PAGE 770, SONOMA COUNTY RECORDS.

APN: 134-042-028-000 and 134-042-032-000

EXHIBIT A-2
TO
QUITCLAIM DEED

Legal Description of Property

EXHIBIT A-2

Legal Description

School Name: Lawrence Cook Middle School
Address: 2480 Sebastopol Road, Santa Rosa, CA 95407

Legal Description:

Real property in the City of Santa Rosa, County of Sonoma, State of California, described as follows:

COMMENCING AT AN IRON PIN DRIVEN AT THE POINT OF INTERSECTION OF THE CENTER LINE OF THE SANTA ROSA AND SEBASTOPOL ROAD WITH THE RANCHO LINE BETWEEN THE RANCHO CABEZA DE SANTA ROSA AND RANCHO LLANO DE SANTA ROSA; THENCE SOUTH 84° 30' WEST ALONG THE CENTER LINE OF SAID SANTA ROSA AND SEBASTOPOL ROAD 2013 FEET; THENCE SOUTH 5° 56' EAST 1264.4 FEET ALONG THE CENTER OF A 40 FOOT ROAD OR RIGHT OF WAY TO THE POINT OF BEGINNING; THENCE NORTH 84° 30' EAST ALONG THE CENTER OF A 40 FOOT ROAD OR RIGHT OF WAY, 1006.50 FEET TO A POINT; THENCE NORTH 5° 56' WEST 1174.4 FEET TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE PETALUMA AND SANTA ROSA RAILWAY COMPANY; THENCE SOUTH 84° 30' WEST ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY 1006.50 FEET TO THE CENTER OF THE FIRST MENTIONED 40 FOOT RIGHT OF WAY; THENCE SOUTH 5° 56' EAST ALONG THE CENTER OF SAID RIGHT OF WAY, 1174.4 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

COMMENCING AT AN IRON PIN DRIVEN AT THE POINT OF INTERSECTION OF THE CENTER LINE OF THE SANTA ROSA AND SEBASTOPOL ROAD WITH THE RANCHO LINE BETWEEN THE RANCHO CABEZA DE SANTA ROSA AND RANCHO LLANO DE SANTA ROSA; THENCE SOUTH 84° 30' WEST ALONG THE CENTER LINE OF SAID SANTA ROSA AND SEBASTOPOL ROAD 2013 FEET; THENCE SOUTH 5° 56' EAST, 30 FEET TO THE NORTH LINE OF THE PETALUMA AND SANTA ROSA RAILWAY COMPANY RIGHT OF WAY AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 5° 56' EAST A DISTANCE OF 60 FEET TO THE SOUTHERN LINE OF THE PETALUMA AND SANTA ROSA RAILWAY COMPANY RIGHT OF WAY; THENCE NORTH 84° 30' EAST ALONG THE SAID SOUTHERN LINE OF THE PETALUMA AND SANTA ROSA RAILWAY COMPANY RIGHT OF WAY A DISTANCE OF 1006.50 FEET TO THE CENTER OF A 40 FOOT ROAD; THENCE NORTH 5° 56' WEST A DISTANCE OF 60 FEET TO THE NORTHERN LINE OF SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 84° 30' WEST ALONG SAID NORTHERN LINE A DISTANCE OF 1006.50 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING FROM PARCELS ONE AND TWO THE FOLLOWING:

A) THAT PARCEL OF LAND GRANTED TO THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION, IN THE DEED RECORDED FEBRUARY 14, 1983 AS INSTRUMENT NO. 83-008862.

B) THAT PARCEL OF LAND GRANTED TO THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION, IN THE DEED RECORDED MAY 9, 1983 AS INSTRUMENT NO. 83-028729.

C) THAT PARCEL OF LAND GRANTED TO THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION, IN THE DEED RECORDED NOVEMBER 3, 1988 AS INSTRUMENT NO. 88-094680.

APN: 010-351-004