

SECTION I. PURPOSE

The purpose of the Community Benefits Agreement for the Sonoma Mountain Village Project is to provide for a concerted and coordinated effort on the part of the Accountable Development Coalition and the Developer to extend the benefits of the Development to the surrounding community. For these reasons, and in consideration of the mutual promises, undertakings, and covenants, the adequacy of which the Coalition and the Developer hereby acknowledge, the Coalition and the Developer, on behalf of themselves and their respective successors, and assigns, agree to the terms set forth in this Community Benefits Agreement. Tenants of the Development as defined in Section II are excluded from any and all obligations stated in this Agreement.

SECTION II. DEFINITIONS

As used in this Community Benefits Agreement, the following terms shall have the following meanings. All definitions include both the singular and plural form.

"Agreement" shall mean the entirety of this Community Benefits Agreement, including all attachments.

"City" shall mean the City of Rohnert Park.

"Coalition" shall mean the Accountable Development Coalition.

"Coalition Member Organization" shall mean an organization that is a member of the Accountable Development Coalition.

"Contract" shall mean a contract related to construction, use, maintenance, or operation of the Development or part thereof.

"Contractor" shall mean a prime contractor, a subcontractor, or any other business entering into a contract related to the construction, use, maintenance, or operation of the Development or part thereof. "Contractor" shall not include Tenants of the Development. "Contractor" shall not include consultants, which are defined as individuals or business entities retained solely to provide expert advice or to produce a written work product.

"Developer" shall mean Coddling Enterprises and KDRP LLC.

"Development" shall mean the Sonoma Mountain Village.

"Development Agreement" shall mean any Owner Participation Agreement, Disposition and Development Agreement, purchase/sale agreement, incentive agreement, subsidy agreement, or

similar agreement regarding the Site, between the Developer and either the City or its Redevelopment Agency.

“Employee” shall mean any individual employed on a part-time, full-time, temporary or seasonal basis by any Employer as defined in this Agreement.

“Employer” shall mean a business or nonprofit corporation that conducts any portion of its operations on the Site as defined in this Agreement; provided, however, the Living Wage Policy described in Article VII of this Agreement shall only apply to work actually performed on the Site. Employer includes but is not limited to lessees, landowners, and Contractors on location at the Development.

“Health Benefits Rate” shall mean the minimum dollar amount per hour or year toward the cost of health and medical insurance for Employees and their dependents, initially set at \$1.80 and adjusted annually according to Section VII.D

“Local Resident” shall mean an individual whose primary residence is within the Cities of Cotati, Rohnert Park or Penngrove.

"Low-Income Individual" shall mean an individual whose household income is no greater than 80% of the median income for the Standard Metropolitan Statistical Area.

"Party" shall mean either the Coalition or the Developer as defined in this Agreement. A Coalition Member Organization is not a party as defined in the Agreement.

"Parties" shall mean both the Coalition and the Developer as defined in this Agreement.

"Redevelopment Agency" shall mean the Redevelopment Agency of the City of Rohnert Park.

"Site" shall mean the approximately 200 acres located immediately south and southwest of the intersection of Valley House Drive and Bodway Parkway in Southeast Rohnert Park upon which the Development will be constructed

"Tenant" shall mean any entity that enters into a lease agreement or similar agreement for commercial use of space within the Development. "Tenant" shall not include any individual person who enters into a residential lease agreement for space on the Site or who purchases property on the Site to use as a legal residence.

SECTION III. COMMUNITY FACILITIES

A. One Planet Living Center Features

The Developer shall construct a One Planet Living Center at the Site. This facility shall be able to accommodate a range of meeting and presentation uses, with capacity for video-conferencing and other audio/visual tools. The One Planet Living Center will be located on or near the town

square, and shall be available for use by community organizations, including but not limited to: local neighborhood associations, homeowners associations, student organizations chartered by the Sonoma State University Associated Students, Inc (ASI), local unions, employee organizations, and IRC 501(c)(3) and 501(c)(4) organizations. Childcare services shall be offered either in the facility or within close proximity.

B. Permanent office space for community groups

Since the optimal financing mechanism for a comprehensive community center with permanent office space for environmental organizations and other community groups is undetermined, it is the intent of both the Developer and the Coalition to work together to identify financing and a development concept that would allow for a significant amount of permanent office space for environmental and other community groups, conveniently located at the Site.

C. Design and programming.

For the One Planet Living Center as well as other major community facilities, the Developer will utilize a series of planning workshops with the intention of collecting meaningful community input on preferred design and programming.

SECTION IV. FIRST SOURCE HIRING POLICY

It is the intent of the Developer and the Coalition to facilitate the employment of Local Residents at the Development. To this end, the Developer and the Coalition shall engage in ongoing conversations about how best to achieve this objective. Possible mechanisms may include developing an online Job Bank that Tenants at the Development will be encouraged to use in order to find Local Residents to consider for employment.

The Job Bank could perform the following functions:

- (1) Receive Employer notification of job openings, promptly initiate recruitment and pre-screening activities, and provide an estimate to Employers of the number of qualified applicants it is likely to refer, as described above.
- (2) Coordinate with various job-training centers to facilitate access to a pool of qualified applicants from which to draw referrals.
- (3) Screen and refer Local Residents according to qualifications and specific selection criteria submitted by Tenants.
- (4) Maintain contact with Tenants with respect to Tenants' hiring decisions regarding applicants referred by the Job Bank.

SECTION V. RESPONSIBLE CONTRACTING

It is the intent of the Developer to select responsible construction contractors. The Developer agrees to consult the resources enumerated below in order to make this determination, and to require prospective contractors to provide information sufficient to enable the Developer to comply with this provision.

For the purposes of selecting responsible contractors and complying with the requirements of Section V and Section VII of the Community Benefits Agreement, the Developer shall consult the following resources:

1) California State Labor Board:

<http://www2.cslb.ca.gov/General-Information/interactive-tools/check-a-license/license+request.asp>

3) U.S. Department of Labor, Occupational Safety & Health Administration:

<http://www.osha.gov/pls/imis/industry.html>

SECTION VI. LABOR STANDARDS

A. Labor Standards

Developer agrees to require that any Contractor that employs construction workers to perform labor at the Site in conjunction with the original construction of the permanent structures at the Development and where said labor is within the jurisdiction of any of the following craft unions: Carpenters Local 751, Operative Plasters & Cement Masons Local 300, Area #355, International Brotherhood of Electrical Workers Local 551, Operating Engineers Local 3, Sheet Metal Workers Local 104 and International Union of Elevator Constructors Local 8 (hereinafter referred to as “Covered Work”) will maintain area labor standards by paying the construction workers for any commercial construction work at least the wage and benefit package in the master labor agreement for the applicable craft union

B. Exclusions

Items specifically excluded from the definition of “Covered Work” include, but are not limited to, the following:

- (a) Work of a Contractor’s/Primary Employer’s executives, managerial employees, staff engineers, supervisors above the level of general foremen, office and clerical employees. The Parties agree that trust fund contributions may be paid to the Union Fringe Benefit Trust Funds on behalf of superintendents employed by Contractors who so desire in accordance with the “Schedule A” to the master labor agreement for the applicable craft union;
- (b) Any work performed on or near or leading to or onto the Site of Covered Work and not under the control of the Developer or Contractors and undertaken by state, county, city or other governmental bodies, or their contractors;

- (c) Non-construction support services indirectly related to the Covered Work contracted by the Developer or Contractors in connection with the Development;
- (d) All on-site repairs and/or maintenance work that is not the contractual responsibility of a Contractor;
- (e) All off-site maintenance of leased equipment and on-site supervision of on-site repairs or maintenance.
- (f) On site supervision required by a vendor or manufacturer to protect a manufacturer's warranty;
- (g) Any residential construction of any kind at the Development as permitted by the applicable building code. Residential construction means purely residential structures up to and including four stories.
- (i) Any construction work performed by a Tenant;
- (j) Any manufacturing, fabrication or assembly activities performed by Coddling Steel Frame Solutions, Inc. or its parent company, Genesis Worldwide, Inc or any other individual or entity of any structure affiliated with Coddling Steel Frame Solutions, Inc. or Genesis Worldwide, Inc. (hereinafter collectively referred to as "Coddling Steel Frame Solutions, Inc.") , and nothing contained herein shall be construed to prohibit or restrict Coddling Steel Frame Solutions, Inc. or its employees from performing work not covered by this agreement at the Project;
- (k) Any work performed on or near or leading onto the Site but where said work is not performed in conjunction with or involving the original construction of the permanent structures at the Development.

Nothing contained in this Section or this Agreement shall be construed to prohibit or restrict Developer or its affiliates or related entities from performing work that is not covered by this Agreement. These exclusions are applicable and shall supersede and override the terms and conditions of any and all national, area, or local collective bargaining agreements and any other written agreements incorporated into any collective bargaining agreements.

C. Electrical Work

Subject to the provisions and exclusions in Section VI.B above the placement, installation, erection and/or connection of all electrical work, as described in Title 16, California Code of Regulations, Section 832.10, that will be part of an electrical system of 100 volt-amperes or more, must be performed by a contractor licensed by the Contractors State License Board as a Class C-10 electrical contractor, and all journey-level employees performing such electrical work must be certified electricians pursuant to Labor Code Section 3099 *et seq.*

SECTION VII. LABOR POLICY.

A. Compliance With A Living Wage Ordinance. If the City of Rohnert Park or the County of Sonoma adopts a Living Wage Ordinance, all Employers with applicable city contracts shall comply with its substantive provisions.

B. Living Wage Jobs at the Development.

The Developer shall make all reasonable efforts to maximize the number of living wage jobs in the Development, and the Developer will pay Employees a living wage for jobs at the Development.

C. Collective Bargaining Agreement. The provisions of section VII.B may be superseded by the terms and provisions of the Project Labor Agreement as described in Section VI.

D. Calculation of a Living Wage. For purposes of determining compliance with the Living Wage Requirement for the Development, the following shall be considered a living wage, based on a 2004 study performed by The California Center for Labor Research and Education (UC Berkeley), updated for cost index:

If the Employee is paid on an hourly basis, at least \$13.20 per hour if the Health Benefits Rate is paid, or \$15.00 otherwise.

The hourly wage rate and the Health Benefits Rate shall be upwardly adjusted each July 1st to reflect the change in the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the 12-month period preceding December 31st.

E. Union neutrality. The Developer and the Coalition recognize that a significant component of the One Planet living concept is social equity and fair trade. National and State policy encourages and promotes the rights of workers to organize and collectively bargain. All Tenants and Contractors to the Development will be supplied with copies of this Agreement which lists the 10 principles of One Planet living.

F. Reporting Requirements. The Developer will provide the Coalition with a bi-annual statement of compliance to the Coalition with this labor policy for the Development. If the statement indicates that any provision of this Section VII is not being met, the Developer will include as part of the statement a discussion of the reasons why that is the case. In preparing this statement the Developer shall be entitled to rely on information provided by Tenants, Contractors and unions without responsibility to perform independent investigation. It is further noted in this Agreement that Tenants as defined in this Agreement are excluded from the reporting requirements of Section VII (F).

H. Living Wage Incentive Program. The Developer and the Coalition will work together at no cost to the Developer to attempt to structure a set of incentives to assist the Development in meeting the Living Wage Requirement. The Coalition, working collaboratively with the

Developer, shall seek funding from governmental and private sources to support the incentives and benefits provided in the Living Wage Incentive Program.

SECTION VIII. AFFORDABLE HOUSING

A. Purpose. The Developer anticipates eventually building 1,900 or more units of housing at the Development in addition to retail and commercial uses. Developer agrees that housing units affordable to households of all income levels will be included in the development. The plan includes a mix of rental and for-sale housing with a wide range of pricing. This mix will help satisfy the City's affordability requirements, and the smaller for-sale units will provide opportunities for homeownership, which are affordable by design. The Development also includes 198 second dwelling units or "granny flats" which provide homeowners the choice of using them as a home office, an income-generating rental unit, for accommodating a larger family or as a way of caring for a relative.

B. Inclusionary Housing. The Developer accepts the obligations in the City's General Plan to provide 15 percent inclusionary housing, and will do so on site using a mix of extremely low income, very low income, and low income units. The mix of housing and the plan as described in this Section VIII.B will be based on need, and determined by the Developer and City of Rohnert Park planning staff as part of the Development Agreement. The Developer agrees to provide and dedicate sufficient land in multiple locations to construct 254 units (15%) at no cost to one or more affordable housing developers. The land shall be ready to build, having been rough-graded and with adjacent roads and utilities. The land dedication will be based on the affordable housing developer's commitment to make all 15 percent available at or below 80% AMI with at least a third of the units available at or below 50% AMI and with all units subject to affordability covenants as long or longer than those set forth in the City of Rohnert Park's Inclusionary Zoning Ordinance. The Developer reserves the right to build the inclusionary housing itself, but is unlikely to do so because it presently lacks the highly specialized skills required to secure tax credit financing. The Developer further agrees to strive and use its best efforts to provide an additional 15 percent (254 units) that are available for sale and for rent between 80% AMI and 120% AMI through a variety of programs. One-third of all second dwelling units (66 units) will be counted toward this goal. This proposed housing mix will assist the city in meeting its regional housing requirements. The act of including second dwelling units, as shown in the housing schedule, will also add affordability to the rental program together with affordable apartments, studios and cottages. Further housing opportunities will be made available by offering sheet-graded sites to separate organizations such as cohousing groups and non profit organizations which would then take the responsibility for the development, management and or sale of its units. Notwithstanding the above, if the City of Rohnert Park does not approve the inclusionary housing as described in this Section, then the Parties agree that the Development Agreement approved by the City of Rohnert Park shall supersede the provisions of this Agreement.

C. Universal design. Developer will encourage and facilitate development of housing in the development for seniors and persons with disabilities. Residential units will incorporate universal design principles wherever feasible.

SECTION IX. REGIONAL IMPACT OF SMV DEVELOPMENT

A. Developer will meet with the City of Cotati to discuss community opportunities and concerns, with the understanding that Developer must work within the City of Rohnert Park’s legal process for establishing impacts under CEQA.

B. Developer will meet with regional transit authorities to coordinate the shuttle service, bicycle and pedestrian paths, bus stop locations and other related matters.

SECTION X. RESPONSIBLE ENVIRONMENTAL DESIGN AND OPERATION

A. Site-wide Sustainability Standards.

1. Developer shall conduct business at the Development in accordance with the One Planet Communities® ten principles. Specific commitments described in the endorsed Sustainability Action Plan are set forth in a separate agreement between BioRegional and Coddling Enterprises. The goals and strategies of One Planet Communities as applied to the Development are set out here:

OPC PRINCIPLE	OPC GOAL and STRATEGY
Zero Carbon	<i>Achieve net zero CO₂ emissions from building energy.</i>
	Implement energy efficiency in buildings and infrastructure; supply energy from on-site renewable sources, and offset any building emissions with the purchase of Green-e certified renewable energy certificates, where necessary.
Zero Waste	<i>Reduce waste flows to landfill and traditional incineration by 98% from 1998 U.S. average.</i>
	Reduce waste generation through improved design; encourage re-use, recycling and composting; generate energy from waste cleanly; eliminate the concept of waste as part of a resource-efficient society.
Sustainable Transport	<i>Reduce reliance on private vehicles and strive to achieve 82% reduction of CO₂ emissions from transport</i>
	Provide a walkable town plan, car sharing, alternative fuels and create a bicycle network to reduce dependence on fossil fuel. If necessary, offset carbon emissions.

OPC PRINCIPLE	OPC GOAL and STRATEGY
Local and Sustainable Materials	<i>Transform materials supply to the point where it has a net positive impact on the environment and local economy.</i>
	Where possible, use local, reclaimed, renewable and recycled materials in construction and products, which minimizes transport emissions, spurs investment in local natural resource stocks and boosts the local economy. Use LEED® standards for the baseline best practice.
Local and Sustainable Food	<i>Transform food supply to the point where it has a net positive impact on the environment, local economy and peoples' well-being.</i>
	Support local and low impact food production that provides healthy, quality food while boosting the local economy in an environmentally beneficial manner; showcase examples of low-impact packaging, processing and disposal; highlight benefits of a low-impact diet.
Sustainable Water	<i>Achieve a positive impact on local water resources and supply.</i>
	Implement sufficient water efficiency measures, re-use, recycling, and rainwater collection to keep water demand below the site's existing allocation of 287.1 acre feet per year; improve the quality of runoff as part of restoring the site's natural hydrologic water cycles. Compliance will be based off of the modeled water usage in the FEIR.
Natural Habitats and Wildlife	<i>Regenerate degraded environments and halt biodiversity loss.</i>
	Protect or regenerate existing natural environments and the habitats they provide to fauna and flora; create open space where invasive species are removed and native plants are re-established.
Culture and Heritage	<i>Protect and build on local cultural heritage and diversity.</i>
	Celebrate and revive cultural heritage and the sense of local and regional identity; choose structures and systems that build on this heritage; foster a new culture of sustainability.
Equity and Fair Trade	<i>Ensure that the OPC community's impact on other communities is positive.</i>
	Promote equity and fair trading relationships to ensure the OPC community has a beneficial impact on other communities both locally and globally, notably disadvantaged communities.

OPC PRINCIPLE	OPC GOAL and STRATEGY
Health and Happiness	<i>Increase health and quality of life of OPC community members and others.</i>
	Promote healthy lifestyles and physical, mental & spiritual well-being through well-designed structures and community engagement measures, as well as by delivering on social and environmental targets.

2. Developer will work with the Coalition to determine how best to use the Leadership in Energy and Environmental Design for Neighborhood Developments (LEED-ND) program to support these environmental objectives. Since it has been determined that some portions of LEED-ND may direct Developer to take actions that are not in the best interest of environmental objectives, its use will be carefully weighed against the other objectives listed in this Agreement and in the One Planet Communities program. Regardless of whether an official rating is sought through LEED-ND, the rating system will be used as a set of best practices, and Developer shall maintain a current scorecard of performance against the standard.

B. Green Building Standards.

1. The Development shall comply with the City of Rohnert Park’s Green Building Ordinance.

2. All new commercial buildings at the Site of at least 30,000 square feet in size shall comply with the standards of LEED-NC v2.2 Silver level and shall strive to achieve official LEED certification at this level or higher, or achieve an equivalent standard of environmental performance as agreed to by the City of Rohnert Park.

3. All residential construction at the Site shall be certified under the appropriate residential rating system as designated by the City of Rohnert Park which at the time that this Agreement is executed is the 2007 Build it Green Guidelines, and shall achieve a minimum of 130 points total with no fewer than 50 points in the Energy category and no fewer than 20 points in the Natural Resources category. As newer versions of rating system are released, these required minimums will be updated to reflect equivalent performance.

C. Sustainable Transportation.

1. The Developer shall track the reductions in total Vehicle Miles Traveled (VMT) that are achieved from aggregated impacts of the various programs (e.g., carshare, rideshare, walking buses, bicycling, pedestrian street plan, transit connections, shuttle). The Sustainability Implementation Committee shall have access to this information from time to time as it is reported to One Planet Communities®. Both the Developer and the Coalition will collaborate with local and regional transportation agencies and advocates to reduce vehicle miles traveled and increase multi-modal transportation options.

2. The Development shall be made safe and convenient for bicycling by providing the following:
 - a) shared-use pedestrian/bicycle path along the rail corridor having many connections to surface streets in the Project as approved by SMART
 - b) lighted and rain-protected public bicycle parking area within one block of the town square and also secure parking in locations convenient to every office building
 - c) bicycle parking in front of stores on main sidewalks on both sides of every retail block and on at least one side of every commercial office block
 - d) connections with all existing bike lanes and trails
 - e) at least two north-south and three east-west oriented streets which allow bikes to take an entire lane or have minimum 5-foot wide bike lanes
 - f) stoplights (if any) to have convenient signals for bicyclists to press from the normal riding lane.

3. By no later than the sale of the 500th residential unit at the Site, Developer shall ensure shuttle service is operational. The shuttle route shall have at least three stops, selected in consultation with the Regional Transportation Authority. At the time of this contract, the stops are expected to be Sonoma State, the Sonoma Mountain Village Town Square, and the Cotati/Rohnert Park train station.

D. Environmental Impact Report Review.

1. Developer will hold appropriate public workshops at the City of Rohnert Park to discuss impacts identified in the Environmental Impact Report, including a hearing on the Final Environmental Impact Report.

2. As guaranteed under CEQA, the Coalition shall have the opportunity to review and comment on the draft Environmental Impact Report and final Environmental Impact report. Any comments made by the Coalition shall address the subject of the draft and final Environmental Impact Report's adequacy.

E. Land Use.

1. For this suburban development, the Development will have an overall residential density of 21 units per acre, determined by dividing the total number of residential units (including second dwelling units) by the residential lot area.

2. Developer shall ensure that there is a park within one-quarter mile of every dwelling unit on the site.

3. Developer shall provide space for community gardens and, prior to completion of the Development, shall plant fruit trees and other edible vegetation in community spaces.

4. Developer shall provide community spaces for civic uses including community gatherings, workshops and forums. These spaces will include the One Planet Center, the town

square and outdoor parks. There will also be a component of undedicated civic space, with uses to be determined by the City.

5. Developer shall provide habitat for bees and other pollinators throughout the Site via landscaping and other amenities.

6. To the extent allowed by local City and County ordinances, Developer shall allow residents to keep a small number of hens to foster ecological gardening and food production.

7. Developer agrees to a policy of “No Spray” for the Site. Pesticides, herbicides, and other non-organic chemicals will not be utilized in the build out or ongoing maintenance of the Development. Individuals who purchase and or move into the Development will be notified via paper notice and/or email of the lack of spray used on site, and shall be encouraged to keep the Development free of non-organic chemical sprays.

F. Commitment to Open Space Protection.

1. Developer agrees to support the Coalition when working to renew Rohnert Park and Cotati’s Urban Growth Boundaries.

G. Water Use.

1. Developer shall not increase the total municipal water consumption of the Site above its present allocation. Developer will undertake water conservation and efficiency measures on the Site and possibly off the Site at a level sufficient to offset any amount of usage identified in the EIR in excess of the present municipal drinking water allocation.

2. The Developer shall meet with the City of Rohnert Park and, if requested, also with the Implementation Committee outlined in Section XII for the purpose of assessing how the Development will achieve its goal of keeping usage within the Site’s existing allocation, and for discussing off-site mitigation, if needed.

3. Developer agrees not to uncap its on-site well, or add additional groundwater drafting mechanisms on the Site except in the event that the Water Plan is legally challenged in which case the Coalition agrees to support the Developer’s water plan which includes staying under the present allocation of 287.1 acre feet per year and does not involve use of the onsite well.

4. The Developer agrees to participate in joint meetings with the City of Rohnert Park staff, elected officials and community stakeholders regarding any groundwater impacts requiring mitigation identified by the EIR.

H. Use of On-Site Sewage and Water Treatment.

Any future municipal wastewater or drinking water facilities constructed on the Site will be for the sole purpose of serving the Development, and will not be used to provide service to

properties outside the Site or Development. Any wastewater treatment plant developed on the Site will adhere to the limitations of the Urban Growth Boundaries of the Cities of Rohnert Park, Petaluma and Cotati.

I. Commitment to SMART Rail and Trail project.

Developer shall support the SMART Rail and Trail project. Developer agrees to work with SMART district on issues that may arise regarding the construction of SMART line and start up and operation of Passenger Rail on the Northwest Pacific line.

J. Environmental Center

Developer and Coalition agree to meet to discuss hosting and create a plan to find funding partners for an environmental center on the Site.

SECTION XI. VOLUNTARY EMPLOYEE/EMPLOYER BENEFIT ASSOCIATION

Developer will request a voluntary 10 cents per hour contribution from all Employers for all hours worked at the Development. The funds collected shall be used to provide assistance for those individuals who will live and/or work in the Development.

Examples of the types of benefits contemplated are as follows:

- Assisted or subsidized housing
- Child Care subsidies
- Funding for neighborhood gardening and improvement projects
- Requests from beneficiaries of the Voluntary Employee/Employer Benefit Association ("VEBA") for assistance that will enhance the standard of living for the residents, workers, or visitors to the Development.

The funds collected shall be aggregated for the first two years of the fund's existence without disbursements. During such time a Board of Trustees for the VEBA will be established to administer the VEBA fund in accordance with applicable law and in accordance with the purposes of the fund.

SECTION XII. COALITION RESPONSIBILITIES

A. Letters of Support. The Coalition shall send letters in support of the Development to the City and other appropriate public entities, as requested by the Developer.

B. Public Hearings. The Coalition shall send at least one executive level representative knowledgeable about the Development to speak in support of the Development at the City's public hearings considering the Environmental Impact Report and Disposition and Development Agreement for the Development. In addition, each signatory to the Agreement shall make their

best effort to send at least one representative knowledgeable about the Project to speak in support of the Development at these hearings.

Thereafter, if requested by Developer with at least five days' notice, the Coalition shall send at least one representative knowledgeable about the Development to speak at any public hearing regarding the Development. In addition, if requested by Developer with at least five days' notice each signatory shall make their best effort to send at least one representative knowledgeable about the Development to speak at any public hearing regarding the Development.

The Coalition shall encourage attendance at these hearings by other individuals who are supportive of the Development, such as area workers and residents.

C. Canvassing support. If requested by Developer with at least five days' notice, the Coalition shall mobilize a minimum of 8 individuals to canvas on behalf of the Coalition and Developer to aid in any unjustified adverse action or complaint against the Developer and the Development.

D. Meetings Organized by the Developer. At the Developer's request, the Coalition will assist with facilitation and presentation at meetings organized by the Developer. The Coalition shall encourage attendance by individuals such as area workers and residents who are interested in or affected by the Development.

E. Media Availability. The Coalition shall work with the Developer to prepare a collaborative media strategy regarding shared support for the Development. This strategy may include use of logos of Coalition Member Organizations and other co-branding opportunities, and the Coalition shall work with the Developer to develop a reciprocal approval process for the use of logos. The Coalition shall commit to other forms of active support for the Development, such as the joint development of a "road show" to present at conferences or other public forums and assistance in drafting press releases and other promotional materials.

F. Meetings with Community Organizations. If asked, The Coalition shall facilitate opportunities for the Developer to make presentations about the Development to signatory organizations and other environmental, housing, labor and community-based groups.

G. Housing. If asked, the Coalition will assist the Developer in identifying affordable housing developers and public financing. The Coalition will also work with the City to enhance the Developer's ability to fulfill the affordable housing requirements of Section VIII of this Agreement.

H. SMART Rail. The Coalition agrees to work with and support the Developer's efforts to connect the Site to the Cotati Train Station, to include but not limited to an at grade crossing to connect to the southern end of Lancaster Rd as shown in the Regional Transportation plan as of 2008.

H. New Tenant referrals and support. The Coalition will assist the Developer in identifying and attracting Tenants who exhibit responsible environmental and labor practices, and who meet the shared goals of the Coalition and the Development. At the Developer's request, the Coalition

may be invited to meet with a potential Tenant to show Coalition support for the merits and environmental goals of the Development.

I. Coalition Events. The Coalition agrees to hold at least two events per year listing Sonoma Mountain Village as a sponsor. At least one of these Events will be held at the Sonoma Mountain Village Event Center unless otherwise agreed upon by both parties.

SECTION XIII. FINANCIAL SUPPORT BY THE DEVELOPER

In recognition of the multiple covenants to support the long term success of the Development and the One Planet living principles incorporated into this Community Benefits Agreement, the Developer agrees to the following unrestricted contributions to assist in the long term sustainability of the Coalition:

1. Effective upon ratification by the Coalition and Developer a one time contribution of \$5000.00;
2. A contribution of \$6,000 upon groundbreaking of the residential construction beginning on the Development, and each January 15th thereafter during construction of the Development. It is recognized that this contribution is a small fraction of the overall budget and costs of the Coalition, and will be utilized to defray a portion to the Coalition expenses to fulfill it's obligations to the Development. It is understood that the Parties to this Agreement are expected to fully perform their obligations in good faith, but under no circumstances may the Developer compromise the independent judgment of the Coalition regarding the Development or any other development projects because of the fractional support described in this Agreement.

SECTION XIV. SUSTAINABILITY IMPLEMENTATION COMMITTEE

It will be the intent of the Sustainability Implementation Committee to guide the implementation of this Agreement. The Coalition will meet with the Developer in a good faith, reasonable effort to develop strategies for implementation of the policies and programs set forth in this Agreement. The Developer and the Coalition shall establish a working group of representatives for this purpose, to be known as the Sonoma Mountain Village Sustainability Implementation Committee (SMVSIC). The SMVSIC shall meet quarterly or less frequently if mutually agreed to by the Coalition and the Developer.

Prior to SMVSIC meetings, the Developer, Coalition or any Coalition Member Organization of the Coalition may, in an effort to facilitate open dialogue, resolve implementation challenges, and advance the goals of both the Coalition and the Developer regarding this Development, raise issues related to the implementation of this Agreement. The Developer and Coalition shall ensure that representatives attending SMVSIC meetings are appropriate individuals for issues to be discussed, and possess relevant technical and policy expertise.

SECTION XV. EARLY TERMINATION

Notwithstanding any other provision of this Agreement, this Agreement shall terminate:

(a) upon delivery of notice from Developer to Coalition that the Rezoning, Planned Unit Development, Vesting Tentative Subdivision Map, Development Agreement and CEQA Approval (collectively, the "Key Entitlements") have not been obtained, the applications to the City of Rohnert Park for said Key Entitlements have been completely and irrevocably withdrawn in writing, the City of Rohnert Park has acknowledged receipt of the withdrawal, and a copy of the withdrawal and the acknowledgment of receipt have been delivered to the Unions; or

(b) if the Key Entitlements have been completely cancelled or terminated due to the passage of time or other specific terms and conditions governing their issuance so that no commencement of Improvements construction can take place at the Development without new public hearings to secure the Key Entitlements before the local agencies possessing lawful approval authority over the Development and written notice has been delivered to the City of Rohnert Park that the then current owners of the Development accept the cancellation or termination of the Key Entitlements, and a copy of that acceptance and written acknowledgment of receipt of such notice by the City of Rohnert Park has been delivered to the unions; or

(c) if the City of Rohnert Park has affirmatively denied the application for the Key Entitlements and such denial is final, non-appealable and not subject to further review either administratively or judicially; or

(d) if the Project loses its endorsement from One Planet

Upon any such termination, provided that there is then no pending or threatened breach of the Agreement, this Agreement shall have no force and effect and the parties shall have no further obligation to each other by reason thereof.

SECTION XVI. MISCELLANEOUS LEGAL PROVISIONS.

A. Inclusions in Subsequent Purchase Agreements concerning Sale of the Site.

1. Purchase Agreements. The Developer shall not execute any deed conveying title to the entirety of or any portion of the Site, unless (i) the Developer and the entity receiving title have executed a purchase agreement governing conveyance of title, and (ii) pursuant to the terms of that purchase agreement, the entity receiving title assumes as binding legal obligations all responsibilities of the Developer under this CBA.

2. Release of Developer's Liability. The Developer shall have no liability for any breach of this Agreement by: (i) a Tenant, if the Developer has fully complied with this Section XVI.A with regard to that Tenant; (ii) a successor owner, if the Developer has fully complied with this Section XV.A with regard to that successor owner; or (iii) a Contractor, if the Developer has complied with this Section XV.A with regard to that Contractor.

B. Compliance with State and Federal Law. This Agreement shall only be enforced to the extent that it is consistent with the laws of the State of California and the United States. If any provision of this Agreement is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of this Agreement, and the conflicting provisions of this Agreement shall not be enforceable.

C. Severability Clause. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.

D. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees, assigns, and present and future partners, agents, representatives, heirs, and administrators of Developer and Coalition. Any reference in this Agreement to Developer and Coalition shall be deemed to apply to any successor in interest, transferee or assigns of the Parties.

E. Intended Beneficiaries. The Coalition and the Developer are the only intended third-party beneficiaries of the terms and provisions of this Agreement. The Coalition shall have the right to enforce the provisions of this Agreement which are incorporated into any other contracts or other agreements regarding the Development. The individual Coalition Member Organizations as defined in this Agreement are not intended beneficiaries of the terms and provisions of this Agreement and shall have no legal right to enforce any provisions of this Agreement which are incorporated into any other contracts or other agreements regarding the Development.

F. Term. Except as provided for in Section XIV of this Agreement, this Agreement shall become effective on the date of mutual execution of this Agreement and shall terminate upon the later of the following two dates: (1) the date on which the Developer has fully reimbursed or repaid the City and its Redevelopment Agency for all subsidies or loans related to the Development and received by the Developer; or (2) the date four years from the issuance of any certificate of occupancy or similar permit for the Site subsequent to construction related to the Development. Upon termination of this Agreement as described in this section, the Developer and Coalition shall have no further obligations or responsibilities. The termination date shall be uniform with regard to all entities with responsibilities under this Agreement.

G. Correspondence. All correspondence shall be in writing and shall be addressed to the affected Parties at the addresses set forth below. A Party may change its address by giving notice in compliance with this subsection X.I. The addresses of the Parties are:

a. If to Developer:

Attn: Bradley E. Baker, President

Codding Enterprises, Inc.

P.O. Box 3550

Rohnert Park, CA 94928

b. If to Coalition:

Attn: Marlene Dehlinger, Director (identified in this Agreement as "Coalition Coordinator")
Accountable Development Coalition
P.O. Box 1862
Santa Rosa, CA 95402

H. Waiver. The waiver of any provision or term of this Agreement shall not be deemed as a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a breach, shall not be deemed as a waiver of any provision or term of this Agreement.

I. Construction. Each of the Parties has been represented by counsel in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall not be strictly construed against any Party, and the rule of construction that any ambiguities be resolved against the drafting Party shall not apply to this Agreement.

J. Entire Agreement. This Agreement contains the entirety of all terms and provisions agreed to between the Parties and supersedes any prior agreements, whether written or oral.

K. Amendments. This Agreement may not be altered, amended or modified, except by an instrument in writing signed by the Parties.

L. Authority of Signatories. The individuals executing this Agreement represent and warrant that they have the authority to sign on behalf of the respective Parties. In addition, the representative executing this Agreement on behalf of the Coalition expressly represents and warrants that he or she has the authority to sign on behalf of all of the Coalition Member Organizations.

M. Cooperation. From and after the date of mutual execution of this Agreement, the Coalition shall not make statements in the media, in public forums, to public officials or their staffs, or to community groups or other organizations, opposing land sales or approvals related to the Development.

Obligations of the Coalition under this Section XV.M shall be obligations only of Coalition Member Organizations signing this Agreement, and of individuals who are paid staff members or members of the Board of Directors of the Coalition Member Organizations when such individuals are speaking or acting in their capacity as representatives of such Coalition Member Organizations.

N. Estoppel Certificate. The Developer may at any time request from the Coalition an estoppel certificate pertaining to any provision of this Agreement that the Developer reasonably believes has been satisfied. Such request shall be in writing and shall be sent by U.S. Mail as described in Section XVI.G ("Correspondence"). Such request shall identify with particularity the provision or provisions that the Developer believes has been satisfied. The Coalition will not unreasonably withhold or delay provision of a written estoppel certificate. If the Developer has not received a response from the Coalition in writing within twenty days of having sent the request, the

Developer shall notify by telephone the Coordinator of the Coalition identified in Section XVI.G (707-479-7411) that a request for an estoppel certificate has been sent. If the Coalition Coordinator has not responded in writing to the request within 30 days of the Coalition Coordinator's receipt of the original request, the provision or provisions of this Agreement to which the request pertained shall be deemed to have been satisfied by the Developer.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be duly executed by their respective authorized officers.

Signatory Name and Title

Codding Enterprises and KDRP LLC.

Signature

Date

Signatory Name and Title

Organization Name

Signature

Date

Signatory Name and Title

Organization Name

Signature

Date

Signatory Name and Title

Organization Name

Signature

Date

Signatory Name and Title

Organization Name

Signature

Date

Signatory Name and Title

Organization Name

Signature

Date

Signatory Name and Title

Organization Name

Signature

Date

Signatory Name and Title

Organization Name

Signature

Date

Signatory Name and Title

Organization Name

Signature

Date

Signatory Name and Title

Organization Name

Signature

Date

Signatory Name and Title

Organization Name

Signature

Date

Signatory Name and Title

Organization Name

Signature

Date

Signatory Name and Title

Organization Name

Signature

Date

Signatory Name and Title

Organization Name

Signature

Date

Signatory Name and Title

Organization Name

Signature

Date