



City of Sebastopol Planning Commission Staff Report

Meeting Date: September 12, 2023
Agenda Item: 5A
To: Planning Commission
From: John Jay, Associate Planner
Subject: Use Permit application
Recommendation: Approval with conditions

Applicant/Owner: Michele Aubin
File Number: 2023-045
Address: 354 South Main Street
CEQA Status: Exempt
General Plan: Commercial Office (CO)
Zoning: Office Commercial (CO)

Introduction:

This is a use permit application to allow the conversion of commercial business located within the Office Commercial district of the City of Sebastopol to residential use. As prescribed by the Sebastopol Municipal Code Table 17.25-1 permanent residential-only uses are required to have a Conditional Use Permit.

Project Description:

The project includes the conversion of a now office use back to a residential use as stated in the written description of the project. The change includes adding a full kitchen, resizing one of the bathrooms to add a shower, and including washer and dryer connections. Most of the renovations will take place on the interior of the building and will be required to meet current building code standards. The applicant also mentions that a deck or patio area might be added in the future and will be required to pull the necessary permits for construction.

Project Location and Surrounding Land Uses:

The project is located at 354 South Main Street which is within the Office Commercial district. This use is surrounded by a mix of both residential and commercial. The nature of the South Main Street corridor is a mix of Victorian style homes that operate currently as a business or as a nonconforming residential use.

General Plan Consistency:

This project is consistent with the following General Plan policies as shown below.

- *Goal LU1 - Maintain Sebastopol as a unique, charming, and environmentally sensitive small town that provides residents, businesses, and visitors with opportunities to enjoy a high quality of life.*
- *Policy LU 1-2: Avoid urban sprawl by concentrating development within the City limits; favor infill development over annexation.*

- *Policy LU 5-4: Require the design of new residential development to be consistent with the City's design guidelines, to ensure harmony with Sebastopol's unique, small-town character and compatibility with existing land uses.*
- *Policy LU 5-5: Strongly encourage residential development in a balanced and efficient pattern that reduces sprawl, preserves open space, and creates convenient connections to other land uses.*
- *Policy LU 6-1: Promote increased residential densities.*
- *Policy LU 6-2: Promote compact urban form that provides residential opportunities in close proximity to jobs, services, and transit.*
- *Goal C-1: Facilitate New Housing Production The City of Sebastopol will take necessary steps to promote new housing development and remove public infrastructure constraints to new housing development*
- *Housing Element Policy C-4: The City will encourage development of new housing to meet a range of income levels, including market-rate housing, and a variety of housing sizes and types.*
- *Housing Element Goal D-1: Promote Housing Affordability for both Renters and Homeowners*
- *Goal G-1: Continue to Promote Land Use Policies and Development Standards to Facilitate Housing Production.*
- *Policy G-1: The City will modify its Zoning Ordinance to provide provisions for a greater range of housing types, such as tiny houses to encourage opportunities for special needs and affordable housing.*

Zoning Ordinance Consistency:

The Office Commercial (CO) Zoning District is intended to create, preserve, and enhance areas containing a mixture of professional, medical, administrative, and general offices, residential, and small-scale retail uses and to encourage mixed-use developments of commercial and residential uses. This district is typically appropriate along major thoroughfares and adjacent to residential neighborhoods.

The applicant is requesting the Planning Commission grant a Conditional Use Permit to develop residential- only use in the CD District. Section 17.25.030(C)(3) of the Zoning Code says, *"In nonresidential zoning districts, residential uses permitted in the R7 zone that are not part of a mixed-use project are allowed as a conditionally permitted use subject to the findings that the project will not create substantial adverse effects on commercial uses or street-front vitality and that the project will be compatible with nearby uses and development."*

The project would meet the required two parking spaces for residential development as the rear of the property provides 4 onsite parking stalls.

Required Findings:

Conditional Use Permit findings

- A. The proposed use is consistent with the General Plan and all applicable provisions of this title.
- B. The establishment, maintenance, and operation of the use applied for will not, under

the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of such use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

Analysis:

As mentioned above the project proposes to convert an existing office space into a residential unit. The surrounding uses of the project site are a mix of commercial uses, single family homes and retail uses. Recently the Planning department has seen more applications come in for these types of conversions and has presented them to the Planning Commission with success and little opposition. The project would also be consistent with the Zoning ordinance in that residential uses are allowed in the Office Commercial zone with a use permit and has adequate onsite parking. The project would also increase the welfare of the neighborhood as it would provide a permanent residential use where currently the building is vacant.

Environmental Review:

The project is exempt from CEQA review as it classifies for a 15301(a) exemption “interior or exterior alterations involving such things as partitions, plumbing, and electrical conveyances” as the project proposed is to modify the interior of an existing facility to meet the new use of a residential home.

City Departmental Comments:

The Planning department routed this application to the various city departments and was not provided with any comments.

Public Comment:

As prescribed by Section 17.460 of the Zoning Ordinance, the Planning Department completed the following: (1) Provided written notice to all property owners within 600 feet of the external boundaries of the subject property; (2) provided a written notice that was published in the Press Democrat; and (3) posted three written notices publicly on and within vicinity of the subject property.

No public comments have been received as of the writing of this staff report.

Recommendation:

Staff believes the proposed use is compatible with the site and recommends approval.

If it is the consensus of the Planning Commission that the proposed use is compatible with the site and surrounding uses, staff recommends that the application be approved based on the facts, findings, and analysis set forth in this staff report and as found in Exhibit A - Recommended Findings of Approval, and subject to the Recommended Conditions of Approval found in Exhibit B, Exhibit C Standard Conditions of Approval Tenant Improvements, and any additional or modified conditions the Planning Commission determines is appropriate.

Attachments:

Exhibit A Recommended Findings of Approval

Exhibit B Recommended Conditions of Approval

Exhibit C Standard Conditions of Approval Tenant Improvements

Application materials

EXHIBIT A
RECOMMENDED FINDINGS OF APPROVAL

Conditional Use Permit
354 South Main Street
APN 004-192-009, File 2023-045

Based on the evidence in the public record, the Planning Commission finds that:

1. The proposed project/use is categorically exempt from the requirements of CEQA under Section 15301(a), which exempts “interior or exterior alterations involving such things as partitions, plumbing, and electrical conveyances” as the project proposed is to modify the interior of an existing facility to meet the new use of a residential home.”

2. The project/use/proposal is consistent with the provisions of the General Plan as follow:
 - *Goal LU1 - Maintain Sebastopol as a unique, charming, and environmentally sensitive small town that provides residents, businesses, and visitors with opportunities to enjoy a high quality of life.*
 - *Policy LU 1-2: Avoid urban sprawl by concentrating development within the City limits; favor infill development over annexation.*
 - *Policy LU 5-4: Require the design of new residential development to be consistent with the City’s design guidelines, to ensure harmony with Sebastopol’s unique, small-town character and compatibility with existing land uses.*
 - *Policy LU 5-5: Strongly encourage residential development in a balanced and efficient pattern that reduces sprawl, preserves open space, and creates convenient connections to other land uses.*
 - *Policy LU 6-1: Promote increased residential densities.*
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 - *Goal C-1: Facilitate New Housing Production The City of Sebastopol will take necessary steps to promote new housing development and remove public infrastructure constraints to new housing development*
 - *Housing Element Policy C-4: The City will encourage development of new housing to meet a range of income levels, including market-rate housing, and a variety of housing sizes and types.*
 - *Housing Element Goal D-1: Promote Housing Affordability for both Renters and Homeowners*
 - *Goal G-1: Continue to Promote Land Use Policies and Development Standards to Facilitate Housing Production.*
 - *Policy G-1: The City will modify its Zoning Ordinance to provide provisions for a greater range of housing types, such as tiny houses to encourage opportunities for special needs and affordable housing.*

3. The use is consistent with Section 17.415.030 of the Sebastopol Zoning Ordinance, including the specific criteria of the following sections as described:
 - The proposed use is consistent with the General Plan and all applicable provisions of this title in that the change to a residential use is allowed with a

Conditional Use Permit and this use satisfies multiple General Plan Housing goals.

- The establishment, maintenance, and operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of such use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City in that the allowance of this use permit will provide housing needs for the citizens of Sebastopol and will also fill a currently vacant building. The conversion to a residential use will not detract from the commercial environment of the street given the context and surrounding uses.

EXHIBIT B
RECOMMENDED CONDITIONS OF APPROVAL

Conditional Use Permit
354 South Main Street
APN 004-192-009, File 2023-045

1. Plans shall be in substantial conformance with application documents and plans prepared by Michele Aubin, and stamped received on June 28, 2023, and on file at the City of Sebastopol Planning Department, except as modified herein:
2. All construction shall conform to the approved plans, unless the design is modified by the City for compliance with code requirements. The applicant shall obtain a Building Permit prior to the commencement of construction activities. Minor changes may be approved administratively by the Planning Director or their respective designee upon receipt of a substantiated written request by the applicant. Prior to such approval, verification shall be made by each relevant Department or Division that the modification is consistent with the application fees paid and environmental determination as conditionally approved. Changes deemed to be major or significant in nature shall require a formal application or amendment.
3. This approval does not include any signs.
4. All commercial signage shall be removed from the site prior to building permit issuance.
5. The terms and conditions of this conditional use permit shall run with the land and shall be binding upon and be to the benefit of the heirs, legal representatives, successors and assigns of the permittee.

EXHIBIT C
STANDARD CONDITIONS OF APPROVAL

Conditional Use Permit
354 South Main Street
APN 004-192-009, File 2023-045

1. All plans shall include a brief description of the project on the cover sheet.
2. All submitted building permit plan check sets shall include a plan sheet incorporating these conditions of approval.
3. Except as otherwise noted in these conditions of approval, the plans submitted to the Building Department for plan check shall be in substantial conformance to those approved by the review body. If any changes are made to submitted plans which were approved by the review body the applicant shall work with the Planning Department to determine if the changes are significant enough to once again be seen by the review body, or if staff can approve the changes. Any changes that have not been approved by Planning staff are not approved. Construction or demolition work that does not conform to the Planning approval is not valid and shall be subject to stop work orders and may require removal.
4. Acceptance of the construction drawings and specifications does not release the applicant and owner from correction of mistakes, errors, or omissions contained therein. If, during the course of construction, the field conditions or other previously unknown conditions require a modification or a departure from the accepted plans, the applicant shall provide the modifications or departure and specify the correction of mistakes errors, or omissions in compliance with the CBC and City Standards.
5. The City of Sebastopol and its agents, officers and employees shall be defended, indemnified, and held harmless from any claim, action or proceedings against the City, or its agents, officers and employees to attach, set aside, void, or annul the approval of this application or the environmental determination which accompanies it, or which otherwise arises out of or in connection with the City's action on this application, including but not limited to, damages, costs, expenses, attorney's fees, or expert witness fees.
6. All portions of the job site shall be maintained in an organized and professional condition. All trash, debris, construction scraps and broken/deteriorated machinery shall be removed from the site by the end of each week. If off loaded construction materials are not used within 2 weeks, they shall be screened from public view. All sidewalks, driveways and public/private roadways fronting the subject site shall be broom cleaned at the end of each business day.
7. All permits and/or inspection fees required shall be paid in full prior to final occupancy being granted unless otherwise stipulated by the City.
8. The Planning Director shall interpret applicable requirements in the event of any redundancy or conflict in conditions of approval.

Planning Department Standard Conditions of Approval:

9. This approval is valid for a period of three (3) years during which time the rights granted must be exercised. However, the applicant may request one (1) one-year extension of this Use Permit from the Planning Director, pursuant to Zoning Ordinance §17.400.100.
10. The light source for all exterior lighting fixtures shall be shielded from adjacent properties. Cut sheets for all exterior lighting shall be submitted as part of the Design Review or other planning application.

Engineering and Public Works Department Standard Conditions of Approval:

11. All projects are subject to Impact Fees as adopted by the City Council, which are due at the time of issuance of the Building Permit unless otherwise stipulated by the City.
12. An Encroachment Permit is required from the Public Works Department for any and all work within the public right-of-way. If the work is within a CalTrans right-of way, an Encroachment Permit from CalTrans shall also be procured by the applicant. Encroachment Permit shall not be issued until the City Engineer approves the applicant's site improvement plans.

Fire Department. Standard Conditions of Approval:

13. The address shall be posted in accordance with requirements of the California Building Code and California Fire Code. The Fire Chief shall review and approve all requests for new addresses. Inspection and signoff of address posting shall be coordinated through Building Department.
14. Smoke and CO detectors shall be installed in accordance with the California Building Code. Final inspection and signoff of smoke detectors shall be coordinated through Building Department.
15. Noncombustible roofing shall be provided for:
 - a. All new roofs shall be non-combustible.
 - b. Roof Repairs or replacement:
 - i. Less than 25% - no requirement
 - ii. 25% to 50% - Class C minimum
 - iii. 50% or more — Non-Combustible
 - c. In no case shall the roofing material used to be less fire resistive than the existing roof.

NOTE: A "noncombustible" roof is a Class A roof (for other than Group R Occupancies, a Class A or Class A assembly) as defined in the California Building Code and approved by the Building Department.

16. Prior to occupancy, a spark arrester shall be installed on the chimney(s) 3/8" mesh minimum.

Building Department Standard Conditions of Approval:

17. All construction shall comply with all applicable Title 24 Codes in effect at the time of building permit submittal. It is the responsibility of the designer(s) to ensure that all applicable Title 24 codes, as well as any applicable Sebastopol Municipal Codes are incorporated into the design.
18. The project shall comply with the Green Building regulations contained in the Sebastopol Municipal Code that are in effect at the time of building permit submittal.

END OF STANDARD CONDITIONS OF APPROVAL



City of Sebastopol

USE PERMIT - MAJOR AND MINOR PROJECTS Application Checklist

The submittal information shall be provided to the Planning Department. All submittal information shall be presented along with the Planning Application form, related fees, and any additional information required by the Planning Department before the application can be accepted as complete.

Upon receipt of this information the Planning Department has 30 days in which to determine if the application is complete. The necessary level of environmental review must then be determined and completed. After this, the project can be scheduled before the Planning Commission within 3 to 6 weeks. The Planning Commission meets on the second and fourth Tuesday of every month.

The applicant and/or his representative should attend any meetings. Failure to do so may result in the application being continued.

Size Limit: Plans should not be larger than 30" x 42" trimmed.

Please fold all plans into packets with each packet containing one copy of each plan. The packets should not be larger than 9" x 11" in size. **Unfolded plans will not be accepted.**

Scale: The scale used on submittal plans shall generally be at a 1/8" = 1'0" for the architectural plans, 1" = 20' for site engineering plans. Include a north arrow, the scale and a bar scale on all plans.

SUBMITTAL REQUIREMENTS

(# of copies)

- 1. **Application Form:**..... (1)
Completed and signed by applicant and property owner.
- 2. **Deposit:** As defined on the fee schedule listed on the Master Planning Application. Checks should be made payable to the City of Sebastopol. Total application costs are determined by the Planning Department with the final amount based on processing time spent by staff and consultants.
- 3. **Location Map:** (1)
Indicate the subject parcel(s) and adjacent streets on an 8 1/2" by 11" map.
- 4. **Written Statement:** (1)
Statement should include a description of the proposed use(s), as well as a description of current uses and conditions. If, because of use permit approval, there will be multiple uses on the site, indicate the location and square footage of the different uses. Complete the attached Statement of Justification for Rezoning. Describe the project in detail. State the reasons for the project, including the City's potential benefits and costs.
- 5. **Environmental Assessment Form:** (1)
 Added information such as traffic reports, noise studies or visual impact studies may be required by the Planning Department to complete the environmental review.
- 6. **Preliminary Title Report:**..... (2)
A preliminary title report, prepared within three months of filing application, including a complete legal description.

- ~~CD~~ USB
- [] 7. **Site Photographs:** (1 set)
Clearly show the views of and from the project, including neighboring development. Include a key map indicating where the pictures were taken from and in what direction they were taken. Label the pictures accordingly. It is often desirable to take a series of overlapping photographs which when taped together show a panoramic view. Polaroids or digital photos on a CD are acceptable.
 - [] 8. **Area Development Map:** (15 sets)
Drawing should show existing development on site, surrounding land uses, streets and driveways and structures within 300 feet of subject parcel. Drawings should be accurately drawn to scale. Information may be obtained from recent aerial photos. This area map is a separate requirement from a specific, detailed site plan. Drawing should also show proposed plan showing the improvements you want to develop. If other permits such as use permit are processed simultaneously with this application, the detailed site plan requirements of that application, will have to be submitted as well.
 - ✓ 9. **Reduction:** (1 set)
Include an 8 1/2" x 11" black and white reduction of each plan.
 - ✓ 10. **Site Plans:** → USB (15 sets)
Site plans of the project shall be fully dimensioned and accurately drawn. The plans shall contain the following basic information unless the Planning Department determines that additional information is necessary to properly evaluate the project. Use as many sheets as necessary. You may combine information so long as the plans are easy to read. If details are not reviewed during the approval process, they will be subject to review and approval prior to issuance of building permits.

In most cases the site plan for a major use permit must be prepared and signed by a licensed civil engineer, surveyor, architect, landscape architect, or building designer whose name, address and phone number must appear on the plan.

The boundary and topographic survey information (showing the existing topography) must be prepared by a licensed civil engineer or land surveyor whose name, seal, and signature must appear on the sheet of plan indicating the boundary and topographic survey.

For small projects, this requirement may be waived. Check with the Planning Department.

Site plans shall include the following information:

- a. **Legal Boundaries:** Boundary lines, easements (with size and type called out), right-of-ways, trails, paths, utility poles and the like.
- b. **Topography:** Topography of the land with 1-foot contour lines for land with a slope of 5% or less, and 2-foot contours for land over 5%. This contour interval may be increased for land with over 20% slope. Show faults, flood zones, and slide areas.
- c. **Grading/Drainage:** Preliminary grading/drainage plan clearly showing existing and proposed contours carried a minimum of 50' beyond the project boundaries. Show direction and path of existing proposed drainage channels or facilities. Indicate building pad and finished elevations, retaining walls (with height and materials specified). Appropriate cross sections shall be shown to indicate resultant slopes.
- d. **Streets and Lots:** Proposed street layouts and lot design, off-street parking and loading areas. This should include proposed circulation of vehicles, goods, pedestrians and bicycles. Dimension all parking, roads, and maneuvering areas.
- e. **Public Areas:** Areas proposed to be dedicated or reserved for parks, trails, schools, public or quasi-public buildings, and other such uses.
- f. **Land Use:** Land uses proposed. Show the type, amount and location. Show also adjacent land use, including their general location and the height of existing structures, trees, and other pertinent features within 50'+ of the property lines.

- g. **Tree Protection:** The site plan must identify all trees by species and trunk diameter that have development or construction activities proposed within driplines. Please note whether they are to be removed or saved. A Tree Protection Plan must also be submitted that is prepared by a registered arborist. The requirements for this Plan are shown in a separate checklist that can be obtained at the Planning Department.
- h. **Buildings:** All existing and proposed buildings, and structures. Include their outside dimensions, height (from ground to top of roof), location and use. Delineate each residential unit or commercial/industrial use, and indicate unit type and size. Show trash enclosures, storage buildings, bicycle racks, and the like. Indicate setbacks and distance between buildings.
- i. **Features:** Building appurtenances and features, including balconies, decks, stairs, roof lines shown.
- j. **Exterior Lighting:** Show the locations, size, height and type of exterior lights. Catalog cuts for each type of lighting must be submitted.
- k. **Utilities:** Show locations of existing and proposed utilities (sewer, water, etc.).
- l. **Phasing:** Potential phasing limits of project should be indicated and a statement provided that sets forth the manner and phasing of the installation and maintenance of parking, lighting, landscaping, private grounds, streets, utilities and open space.

11. **Preliminary Landscape Plans:** (15)

X A preliminary landscape plan shall be submitted showing major landscape structures such as fences, walls, walks, pools, and trellises with dimensions, paving material designations, and a proposed planting plan. Approval of a preliminary landscaping plan will be subject to submittal of a final landscaping and automatic irrigation plan to be checked by the Design Review Board for conformance prior to issuance of a building permit.

The preliminary landscape plan should indicate the general plant pallet that is proposed including a description of the type of plants, their rate of growth, size in 3-5 years, mature size, and container size at time of planting. Include both common and botanical names. Show the location of paths, fences and street furniture.

12. **Building Elevations:** → USB (15 sets)

a. **Elevations:** Show all elevations with materials, colors, and dimensions specified. The purpose of such drawings is to specify the height, bulk and appearance of proposed buildings and structures.

If architectural details are not reviewed during the use permit process, they will be subject to review and approval by either the Design Review Board or staff prior to issuance of building permits.

b. **Lights:** Show the location, height, size and type of exterior lights. Catalog cuts for each type of lighting must be submitted.

c. **Features:** Indicate the locations of identification signs and features, mailboxes, storage spaces, air conditioning units, transformers, utility meters, and other items that affect the exterior appearance and use of the proposed project and adjacent property.

13. **Floor Plans:** → USB (15)

Floor plans of all stories showing rooms, exterior doors and windows, and seats for eating establishments, so that parking and coverage calculations can be made.

14. **Sign Plans:** (15)

If signs are needed, a Sign Plan will be required for review by the Design Review Board or staff, as appropriate. This can be submitted with the application or later if the project is subject to design review anyway. See Sign Plan application checklist available at the Planning Department.



City of Sebastopol

Planning Department
7120 Bodega Avenue
Sebastopol, CA 95472
(707) 823 6167

MASTER PLANNING APPLICATION FORM

APPLICATION TYPE

- Administrative Permit Review
Alcohol Use Permit/ABC Transfer
Conditional Use Permit
Design Review
Lot Line Adjustment/Merger
Preapplication Conference
Preliminary Review
Sign Permit
Temporary Use Permit
Tree Removal Permit
Variance
Other

This application includes the checklist(s) or supplement form(s) for the type of permit requested: Yes No

REVIEW/HEARING BODIES

- Staff/Admin
Design Review/Tree Board
Planning Commission
City Council
Other

APPLICATION FOR

Street Address: 354 S Main Street
Assessor's Parcel No(s): 004-192-009-000
Present Use of Property: Vacant (Officebuilding)
Zoning/General Plan Designation: Commercial (C8)

APPLICANT INFORMATION

Property Owner Name: Michèle Aubin
Mailing Address: 285 Neva street
City/State/ZIP: Sebastopol, CA 95472
Signature: [Handwritten Signature]
Date: 6/27/2023
Authorized Agent/Applicant Name: MICHELE AUBIN
Mailing Address: 285 Neva St.
City/State/ZIP: Sebastopol, CA 95472
Signature: [Handwritten Signature]
Date: 6/27/2023

PROJECT DESCRIPTION AND PERMITS REQUESTED (ATTACH ADDITIONAL PAGES IF NECESSARY)

This project consists of converting the house located at 354 S Main Street from commercial to residential. This house was initially built as residential, then converted to commercial in 1954. Accordingly, there will be differing room allocation requirements such as adding a complete kitchen(cabinets, oven, refrigerator and dishwasher), resizing the toilet to add a shower and, add washing/dryer machines. We will need permits to renovate the property to meet residential standards.

CITY USE ONLY

Table with 3 columns: Action, Action Date, and various application tracking fields like Application Date, Planning File #, Received By, Fee(s), Completeness Date, Staff/Admin, Planning Director, Design Review/Tree Board, Planning Commission, City Council.

SITE DATA TABLE

If an item is not applicable to your project, please indicate "Not Applicable" or "N/A" in the appropriate box; do not leave cells blank.

SITE DATA TABLE	REQUIRED / ZONING STANDARD	EXISTING	PROPOSED
Zoning	N/A	Commercial	Residential
Use	N/A	Office space	Single family
Lot Size	N/A	8392	8392
Square Feet of Building/Structures (if multiple structures include all separately)	N/A	1200	1200
Floor Area Ratio (F.A.R.)	_____ FAR	0 . 1 4 FAR	0 . 1 4 FAR
Lot Coverage	_____ % of lot	14 % of lot	14 % of lot
	_____ sq. ft.	_____ sq. ft.	_____ sq. ft.
Parking		5	5
Building Height		28' 6"	28' 6"
Number of Stories		1	1
Building Setbacks – Primary			
Front	15'	15'	15'
Secondary Front Yard (corner lots)	5' or 50% of building height	8' 4"	8' 4"
Side – Interior	5' or 50% of building height	13' 4"	13' 4"
Rear	10'	10'	10'
Building Setbacks – Accessory			
Front	N/A	N/A	N/A
Secondary Front Yard (corner lots)	N/A	N/A	N/A
Side – Interior	N/A	N/A	N/A
Rear	N/A	N/A	N/A
Special Setbacks (if applicable)			
Other (_____)		N/A	N/A
Number of Residential Units	_____ Dwelling Unit(s)	1 Dwelling Unit(s)	1 Dwelling Unit(s)
Residential Density	1 unit per _____ sq. ft.	1 unit per 1200 sq. ft.	1 unit per 1200 sq. ft.
Useable Open Space	_____ sq. ft.	1300 sq. ft.	1300 sq. ft.
Grading	Grading should be minimized to the extent feasible to reflect existing topography and protect significant site features, including trees.	N/A	Total: 0 cu. yds. Cut: 0 cu. yds. Fill: 0 cu. yds. Off-Haul: 0 cu. yds
Impervious Surface Area	N/A	54. % of lot	54. % of lot
		4507 sq. ft.	4507 sq. ft.
Pervious Surface Area	N/A	46 % of lot	46 % of lot
		3875 sq. ft.	3875 sq. ft.

CONDITIONS OF APPLICATION

1. All Materials submitted in conjunction with this form shall be considered a part of this application.
2. This application will not be considered filed and processing may not be initiated until the Planning Department determines that the submittal is complete with all necessary information and is "accepted as complete." The City will notify the applicant of all application deficiencies no later than 30 days following application submittal.
3. The property owner authorizes the listed authorized agent(s)/contact(s) to appear before the City Council, Planning Commission, Design Review/Tree Board and Planning Director and to file applications, plans, and other information on the owner's behalf.
4. The Owner shall inform the Planning Department in writing of any changes.
5. **INDEMNIFICATION AGREEMENT:** As part of this application, applicant agrees to defend, indemnify, release and hold harmless the City, its agents, officers, attorneys, employees, boards, committees and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul the approval of this application or the adoption of the environmental document which accompanies it or otherwise arises out of or in connection with the City's action on this application. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the City's action on this application, whether or not there is concurrent passive or active negligence on the part of the City.

If, for any reason, any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

NOTE: The purpose of the indemnification agreement is to allow the City to be held harmless in terms of potential legal costs and liabilities in conjunction with permit processing and approval.

6. **REPRODUCTION AND CIRCULATION OF PLANS:** I hereby authorize the Planning Department to reproduce plans and exhibits as necessary for the processing of this application. I understand that this may include circulating copies of the reduced plans for public inspection. Multiple signatures are required when plans are prepared by multiple professionals.
7. **NOTICE OF MAILING:** Email addresses will be used for sending out staff reports and agendas to applicants, their representatives, property owners, and others to be notified.
8. **DEPOSIT ACCOUNT INFORMATION:** Rather than flat fees, some applications require a 'Deposit'. The initial deposit amount is based on typical processing costs. However, each application is different and will experience different costs. The City staff and City consultant time, in addition to other permit processing costs, (i.e., legal advertisements and copying costs are charged against the application deposit). If charges exceed the initial deposit, the applicant will receive billing from the City's Finance department. If at the end of the application process, charges are less than the deposit, the City Finance department will refund the remaining monies. Deposit accounts will be held open for up to 90 days after action or withdrawal for the City to complete any miscellaneous clean up items and to account for all project related costs.
9. **NOTICE OF ORDINANCE/PLAN MODIFICATIONS:** Pursuant to Government Code Section 65945(a), please indicate, by checking the boxes below, if you would like to receive a notice from the City of any proposal to adopt or amend any of the following plans or ordinances if the City determines that the proposal is reasonably related to your request for a development permit:

A general plan

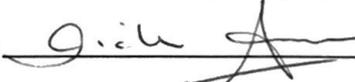
A specific plan

An ordinance affecting building permits or grading permits

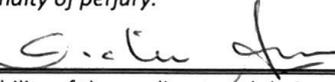
A zoning ordinance

Certification

I, the undersigned owner of the subject property, have read this application for a development permit and agree with all of the above and certify that the information, drawings and specifications herewith submitted are true and correct to the best of my knowledge and belief and are submitted under penalty of perjury. I hereby grant members of the Planning Commission, Design Review Board and City Staff admittance to the subject property as necessary for processing of the project application.

Property Owner's Signature:  Date: 6/27/2023

I, the undersigned applicant, have read this application for a development permit and agree with all of the above and certify that the information, drawings and specifications herewith submitted are true and correct to the best of my knowledge and belief and are submitted under penalty of perjury.

Applicant's Signature:  Date: 6/27/2023

NOTE: It is the responsibility of the applicant and their representatives to be aware of and abide by City laws and policies. City staff, Boards, Commissions, and the City Council will review applications as required by law; however, the applicant has responsibility for determining and following applicable regulations.

Neighbor Notification

In the interest of being a good neighbor, it is highly recommended that you contact those homes or businesses directly adjacent to, or within the area of your project. Please inform them of the proposed project, including construction activity and possible impacts such as noise, traffic interruptions, dust, larger structures, tree removals, etc.

Many projects in Sebastopol are remodel projects which when initiated bring concern to neighboring property owners, residents, and businesses. Construction activities can be disruptive, and additions or new buildings can affect privacy, sunlight, or landscaping. Some of these concerns can be alleviated by neighbor-to-neighbor contacts early in the design and construction process.

It is a "good neighbor policy" to inform your neighbors so that they understand your project. This will enable you to begin your construction with the understanding of your neighbors and will help promote good neighborhood relationships.

Many times, development projects can have an adverse effect on the tranquility of neighborhoods and tarnish relationships along the way. If you should have questions about who to contact or need property owner information in your immediate vicinity, please contact the Building and Safety Department for information at (707) 823-8597, or the Planning Department at (707) 823-6167.

I have informed site neighbors of my proposed project: Yes No

If yes, or if you will inform neighbors in the future, please describe outreach efforts:

As soon as the house conversion from commercial to residential will be accepted, a letter will be sent to all adjacent neighbors saying that remodeling inside the house will occur for about 15 days which may imply some noise between 9 am to 4 pm.

Website Required for Major Projects

Applicants for major development projects (which involves proposed development of **10,000 square feet of new floor area or greater, or 15 or more dwelling units/lots**), are required to create a project website in conjunction with submittal of an application for Planning approval (including but not limited to Subdivisions, Use Permits, Rezoning, and Design Review). Required information may be provided on an existing applicant web site.

The website address shall be provided as part of the application. The website shall be maintained and updated, as needed until final discretionary approvals are obtained for the project.

Such website shall include, at a minimum, the following information:

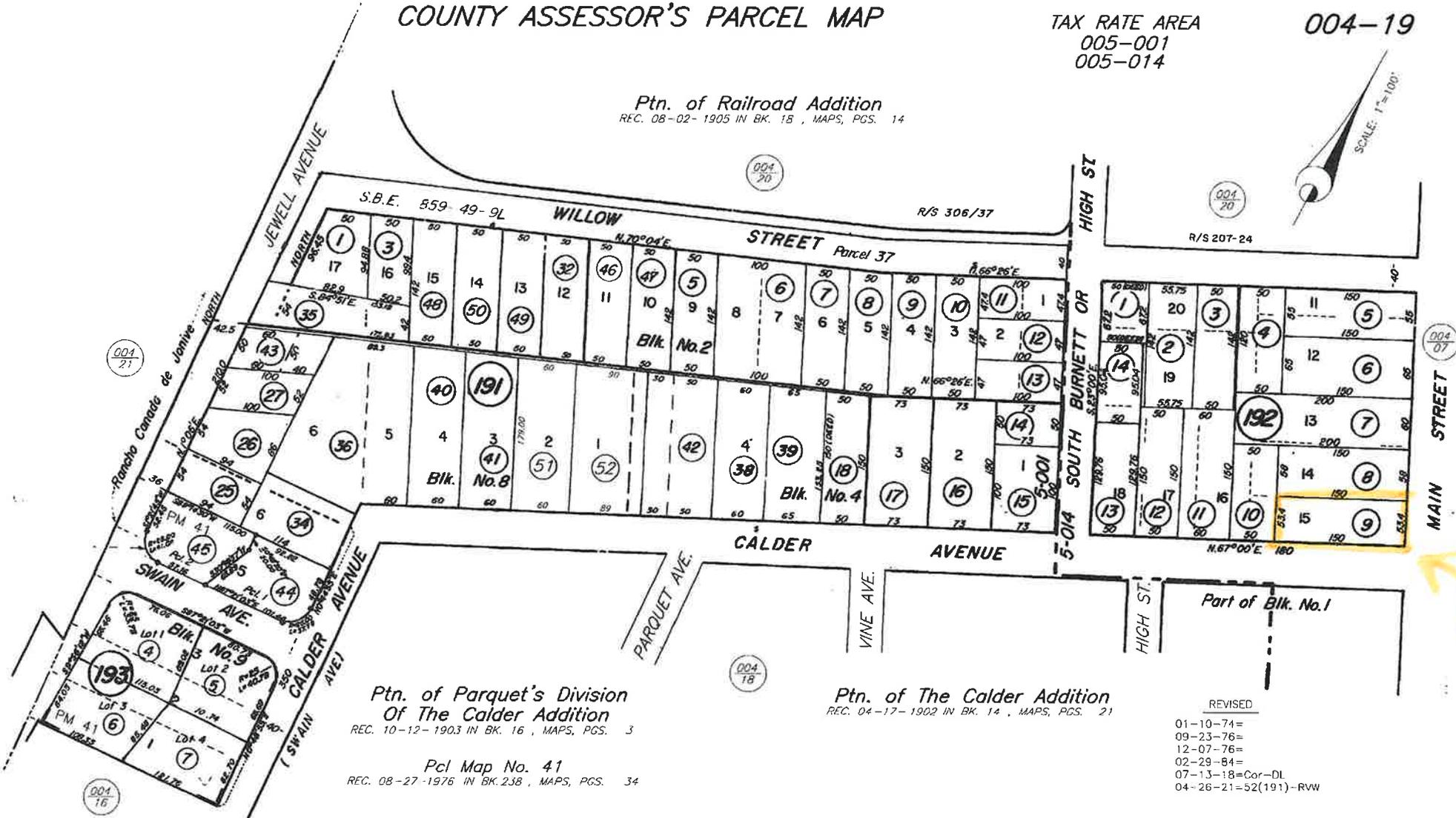
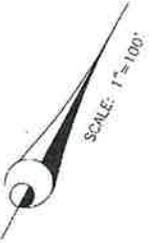
- ✓ Project description
- ✓ Contact information for the applicant, including address, phone number, and email address
- ✓ Map showing project location
- ✓ Photographs of project site
- ✓ Project plans and drawings

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
005-001
005-014

004-19

Ptn. of Railroad Addition
REC. 08-02-1905 IN BK. 18 , MAPS, PGS. 14



Ptn. of Parquet's Division
Of The Calder Addition
REC. 10-12-1903 IN BK. 16 , MAPS, PGS. 3

Pcl Map No. 41
REC. 08-27-1976 IN BK. 238 , MAPS, PGS. 34

Ptn. of The Calder Addition
REC. 04-17-1902 IN BK. 14 , MAPS, PGS. 21

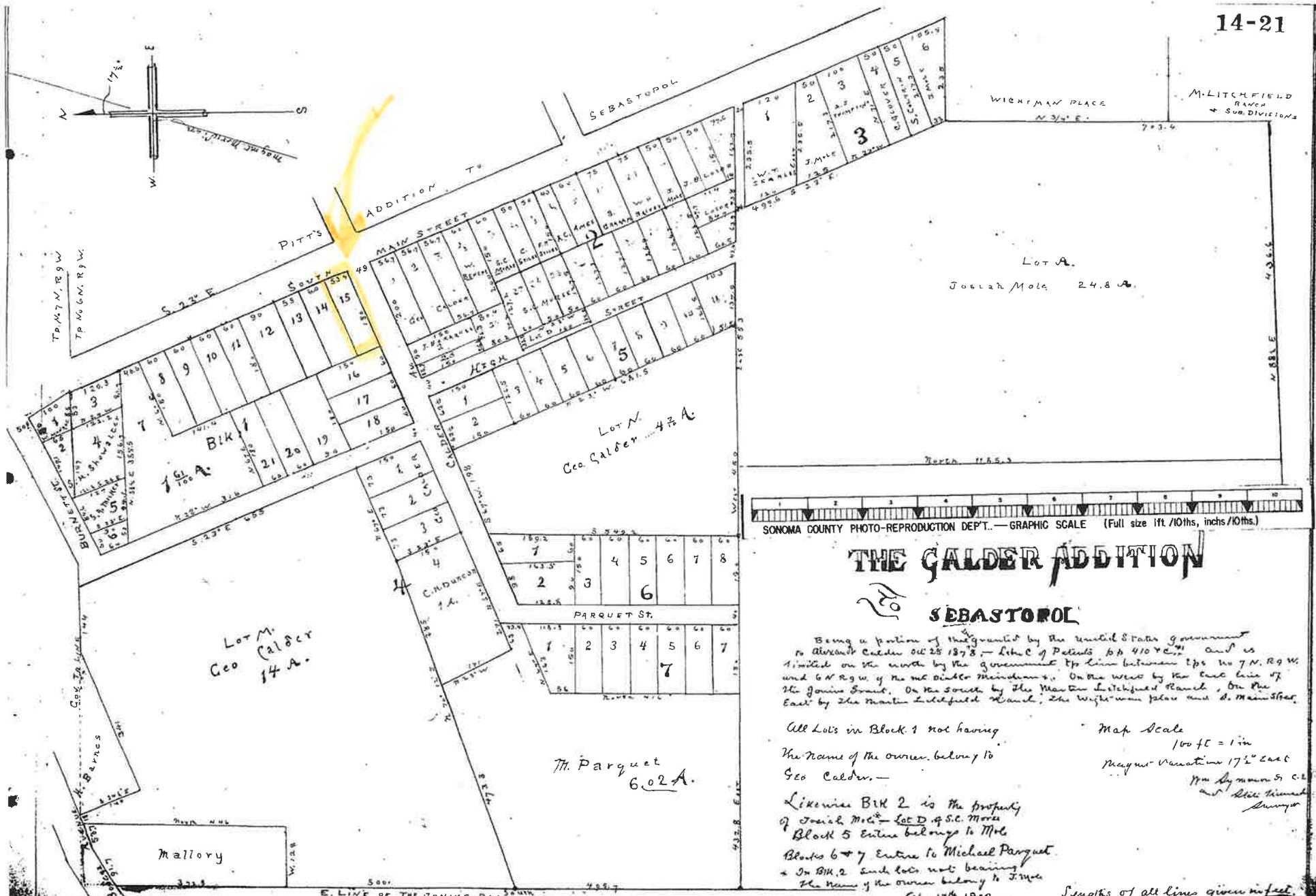
- REVISED
- 01-10-74 =
 - 09-23-76 =
 - 12-07-76 =
 - 02-29-84 =
 - 07-13-18 = Cor-DL
 - 04-26-21 = 52(191)-RWV



NOTE: This map was prepared for the Sonoma County Assessor for assessment purposes only and does not indicate parcel legality or valid building sites. To verify legal parcel status check with your city or county development or planning division. No liability is assumed for the accuracy of the data delineated.

Assessor's Map Bk. 004, Pg. 19
Sonoma County, Calif. (ACAD)

HYBRID 7/13/18 DL



SONOMA COUNTY PHOTO-REPRODUCTION DEPT. — GRAPHIC SCALE (Full size 1/16ths, inches/10ths.)

THE GALDER ADDITION

SEBASTOPOL

Being a portion of the granted by the United States government to Abraham Galder out 25 1873 — title of Patent pp 410 & c. and is situated on the north by the government line between Tps 10 N. R. 9 W. and 6 N. R. 9 W. of the Mt. Diablo Meridian. On the west by the east line of the Janine Grant. On the south by the Martin Litchfield Ranch, on the East by the Martin Litchfield Ranch, the Wickman place and S. Main Street.

All Lots in Block 1 not having the names of the owners below to Geo Galder. —

Map Scale
100 ft = 1 in
Meyers Variation 17 1/2 East
from by name S. C. L.
and also named Surveyor

Like-wise Bk 2 is the property of Josiah Mole — Lot D of S. C. Morris
Block 5 entire belongs to Mole
Blocks 6 & 7 entire to Michael Parquet
+ In Bk 2 each lot not bearing the name of the owner belong to Josie

Apr 17th 1902

Lengths of all lines given in feet.

Recorded at the Request of Wm. Hammond, April 21st 1902 at 4 o'clock P.M. in the Office of the County Recorder of Sonoma

House Planning Project Statement

354 S Main Street,
Sebastopol, CA95472
415-717-2467
m.aubin@mac.com

June 16, 2023

John Jay
Associate Planner
City of Sebastopol/Planning Dept.
7120 Bodega Ave., Sebastopol

Dear Mr Jay

Here is the written statement requested [4] with the City of Sebastopol Minor Project Application. The goal of this project is to convert the house located at 354 S Main Street in a commercial zone from commercial back to residential. This house was initially built as residential and then converted to commercial. Accordingly, there will be differing room allocation requirements such as adding a full kitchen (with cabinets, an oven, a refrigerator and a dishwasher), resizing the toilet so a shower could be added and, add washing/dryer machines. We will need permits to renovate the property to meet a residential two bedrooms house standards. Most of the renovation will be done inside the house. A patio may be added and no tree will be affected by this add-on.

I have been advised to make this conversion by a few employees from the City of Sebastopol because it's a good time to do it. The higher demand for residences and the shortage of it make this kind of project more favorable.

Sincerely yours,



Michele Aubin
285 Neva Street,
Sebastopol, CA95472
m.aubin@mac.com
415-717-2467



First American Title

American Title Company

105 Morris Street, Suite 100
Sebastopol, CA 95472

Department of Insurance License No. 151

Sara Johnson
(707)823-1046
(866)440-2064
sajohnson@firstam.com

Lenders please contact the Escrow Officer for email address for sending loan documents.

Michele Aubin
Roy Halpern and Maggie Mckinlay
354 S Main St
Sebastopol, CA 95472

PRELIMINARY REPORT

In connection with the issuance of a policy of title insurance, this company hereby reports that it is prepared to issue a Policy or Policies of Title Insurance describing the land and the estate or interest therein, and that the land and the estate or interest therein are not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.



First American Title

First American Title Company

105 Morris Street, Suite 100
Sebastopol, CA 95472

California Department of Insurance License No. 151

Escrow Officer: Sara Johnson
Phone: (707)823-1046
Fax No.: (866)440-2064
E-Mail: sajohnson@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Buyer: Michele Aubin
Owner: Roy Halpern and Maggie Mckinlay
Property: 354 S Main St
Sebastopol, CA 95472

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of November 18, 2022 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

ROY HALPERN AND MAGGIE MCKINLAY, HUSBAND AND WIFE, AS JOINT TENANTS

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment:	\$3,015.51, OPEN
Penalty:	\$0.00
Second Installment:	\$3,015.51, OPEN
Penalty:	\$0.00
Tax Rate Area:	005014
A. P. No.:	004-192-009-000

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The fact that the land lies within the boundaries of the SEBASTOPOL COMMUNITY Redevelopment Project Area, as disclosed by the document recorded JULY 23, 1983 as INSTRUMENT NO. 050090 OFFICIAL RECORDS.
4. Rights of parties in possession.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) COMMERCIAL STRUCTURE known as 354 SOUTH MAIN STREET, SEBASTOPOL, CALIFORNIA.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
3. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

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

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE WESTERLY LINE OF SOUTH MAIN STREET WITH THE NORTHERLY LINE OF CALDER AVENUE; THENCE RUNNING WESTERLY ALONG THE NORTHERLY LINE OF SAID CALDER AVENUE, 150 FEET; THENCE NORTHERLY AND AT RIGHT ANGLES WITH SAID CALDER AVENUE, 53.4 FEET; THENCE EASTERLY AND PARALLEL WITH THE SAID CALDER AVENUE, 150 FEET TO THE WESTERLY LINE OF SOUTH MAIN STREET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID SOUTH MAIN STREET, 53.4 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT 15 IN BLOCK 1, AS SHOWN UPON THE MAP OF THE CALDER ADDITION TO SEBASTOPOL FILED APRIL 21, 1902 IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY IN BOOK 14 OF MAPS, PAGE 21, SONOMA COUNTY RECORDS.

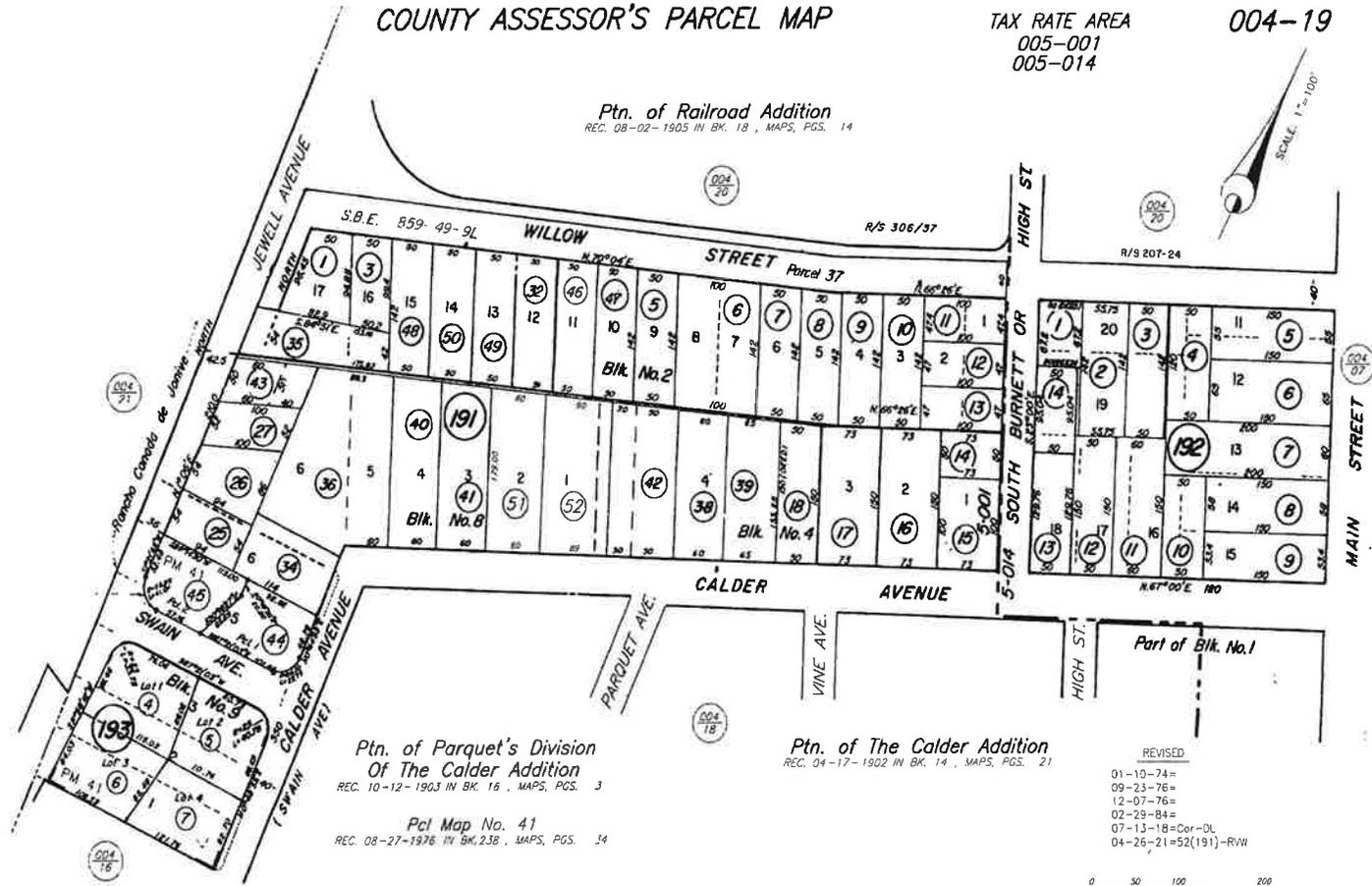
APN: 004-192-009-000

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
005-001
005-014

004-19

Ptn. of Railroad Addition
REC. 08-02-1905 IN BK. 18, MAPS, PGS. 14



Ptn. of Parquet's Division
Of The Calder Addition
REC. 10-12-1903 IN BK. 16, MAPS, PGS. 3

Ptn. of The Calder Addition
REC. 04-17-1902 IN BK. 14, MAPS, PGS. 21

Pct Map No. 41
REC. 08-27-1976 IN BK. 238, MAPS, PGS. 14

- REVISED
- 01-10-74=
 - 09-23-76=
 - 12-07-76=
 - 02-29-84=
 - 07-13-18=Cor-DL
 - 04-26-21=52(191)-RVW



Assessor's Map Bk. 004, Pg. 19
Sonoma County, Calif. (ACAD)
HYBRID 7/13/18 DL

NOTE: This map was prepared for the Sonoma County Assessor for assessment purposes only and does not indicate parcel legality or valid building area. To verify local parcel status check with your city or county development or planning division. No liability is assumed for the accuracy of the data delineated.

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)
CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) v. 01.00]
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown on Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown on Schedule A or \$2,500 (whichever is less)	\$5,000

ALTA OWNER'S POLICY [(07-01-2021) V. 01.00]
CLTA STANDARD COVERAGE OWNER'S POLICY [(02-04-22) V. 01.00]
 EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7. The 2021 CLTA Standard Coverage Owner's Policy will include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals; coal, lignite, oil, gas,

uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.



OWNER'S POLICY OF TITLE INSURANCE

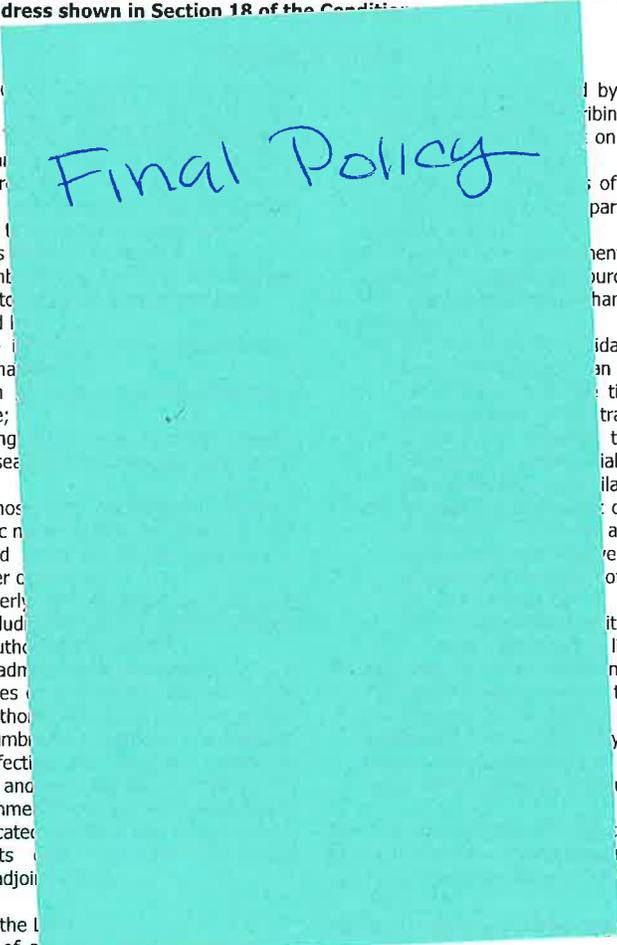
ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

SUBJECT TO THE EXCLUSIONS FROM COVERAGE CONTAINED IN THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company"), issues this policy, and, to the extent stated in Coverage Schedule A, insures you, the insured, against loss or damage, by reason of Title Insurance, sustained or incurred by the insured.

1. Title being vested other than as shown in the Public Records.
2. Any defect in or lien or encumbrance on the Title. This Risk includes but is not limited to:
 - (a) A defect in the Title caused by:
 - (i) forgery, fraud, undue influence, incapacity, or impersonation;
 - (ii) failure of any person to execute, witness, seal, or deliver a document affecting Title by transfer or conveyance;
 - (iii) a document affecting Title that was executed, witnessed, sealed, or delivered by electronic means and is not otherwise invalid power of attorney;
 - (iv) failure to perform those duties required by a document by electronic means;
 - (v) a document executed by electronic means and is not otherwise invalid power of attorney;
 - (vi) a document not properly recorded in the Public Records including a document recorded by electronic means authorized by a governmental authority;
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes levied against the Title by a governmental authority.
 - (c) Any encroachment, encumbrance, or other adverse circumstance affecting Title that is not disclosed by an accurate and complete plat of the Land. The term "encroachment" includes existing improvements located on the Land, and encroachments of improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of a governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental



by Covered Risk 5 if a notice of the violation or intention to enforce, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

of eminent domain if a notice of the violation or intention to enforce, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

mental body that has occurred and is not disclosed by an accurate and complete plat of the Land. The term "encroachment" includes existing improvements located on the Land, and encroachments of improvements located on adjoining land.

of transfer vesting Title as shown in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

its existence to a purchaser for value without Knowledge, or as stated in Schedule A or being otherwise disclosed by an accurate and complete plat of the Land. The term "encroachment" includes existing improvements located on the Land, and encroachments of improvements located on adjoining land.

Costs, attorneys' fees, and expenses incurred by the insured against this policy, but not otherwise covered by the Conditions.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary



OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental

police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) **To Pay or Tender Payment of the Amount of Insurance.**
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) **To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.**
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs,

attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

POLICY OF TITLE INSURANCE



SCHEDULE A

First American Title Insurance Company

Name and Address of Title Insurance Company:
First American Title Insurance Company
1 First American Way
Santa Ana, CA 92707

File No.: **4903-6929526**

Policy No.: **6929526**

Address Reference: 354 S Main St, Sebastopol, CA 95472

Amount of Insurance: \$650,000.00

Premium: \$1,635.00

Date of Policy: January 31, 2023 at 10:18 A.M.

1. Name of Insured:

Michele Aubin, Trustee of the Jean Pouliot and Michele Aubin 2015 Family Trust

2. The estate or interest in the Land that is insured by this policy is:

FEE

3. Title is vested in:

Michele Aubin, Trustee of the Jean Pouliot and Michele Aubin 2015 Family Trust

4. The Land referred to in this policy is described as follows:

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

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE WESTERLY LINE OF SOUTH MAIN STREET WITH THE NORTHERLY LINE OF CALDER AVENUE; THENCE RUNNING WESTERLY ALONG THE NORTHERLY LINE OF SAID CALDER AVENUE, 150 FEET; THENCE NORTHERLY AND AT RIGHT ANGLES WITH SAID CALDER AVENUE, 53.4 FEET; THENCE EASTERLY AND PARALLEL WITH THE SAID CALDER AVENUE, 150 FEET TO THE WESTERLY LINE OF SOUTH MAIN STREET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID SOUTH MAIN STREET, 53.4 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT 15 IN BLOCK 1, AS SHOWN UPON THE MAP OF THE CALDER ADDITION TO SEBASTOPOL FILED APRIL 21, 1902 IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY IN BOOK 14 OF MAPS, PAGE 21, SONOMA COUNTY RECORDS.

APN: 004-192-009-000

SCHEDULE B

File No. 4903-6929526

Policy No. 6929526

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

Part One:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

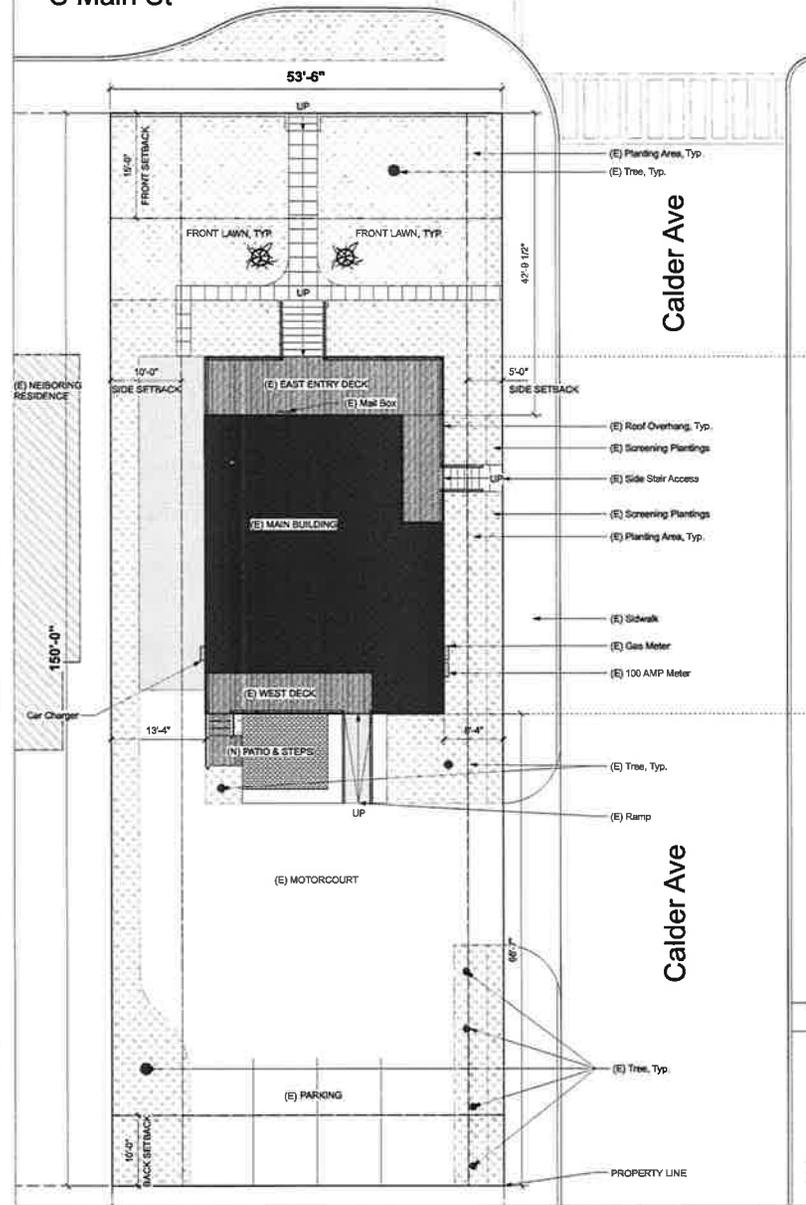
Part Two:

1. General and special taxes and assessments for the fiscal year 2023-2024, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment:	\$3,015.51, PAID
Penalty:	\$0.00
Second Installment:	\$3,015.51, PAID
Penalty:	\$0.00
Tax Rate Area:	005014
A. P. No.:	004-192-009-000

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. The fact that the land lies within the boundaries of the SEBASTOPOL COMMUNITY Redevelopment Project Area, as disclosed by the document recorded JULY 23, 1983 as INSTRUMENT NO. 050090 OFFICIAL RECORDS.

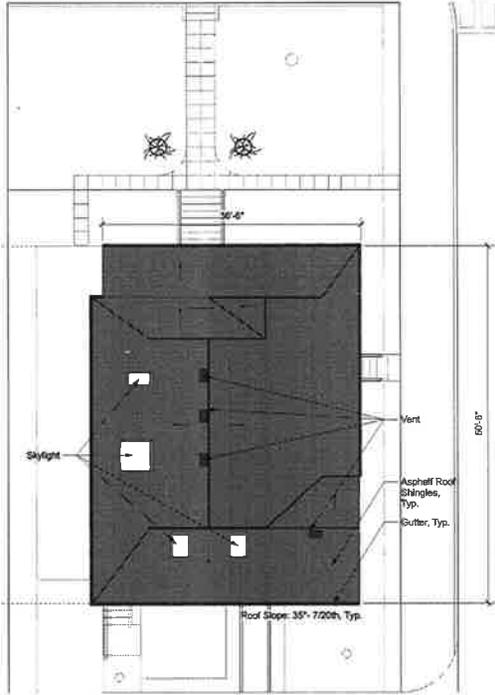
S Main St



Notes:
1. Setbacks taken from Sonoma County Municipal Code Section 26-10-040 F

- CD Zone Setbacks: Minimum setbacks in the CD zone are as follows:
 - Front property line: fifteen feet (15')
 - Height: maximum of public road, street or highway fifty-five feet (55')
 - Side property line: five feet (5') or fifty percent (50%) of the building height, whichever is greater.
 - Rear property line: ten feet (10') or fifty percent (50%) of the building height, whichever is greater.

2. Approximate Planting & Tree Locations, for Reference Only.



2 ROOF PLAN
Scale: 1/8" = 1'-0"

1 SITE PLAN
Scale: 1/8" = 1'-0"

Site Plan Notes:

- No Grading Or Changes To Current Site Conditions
- No Changes To Building Envelope
- (n) Steps To (n) Patio Adjacent To West Patio Are To Be The Only Exterior Accessions
- All Tree To Remain, All Plantings To Remain Or Be Relocated On Site

VICINITY MAP



No.	Date	By	Revision Notes
#1	02.28.2023	SAP	

No.	Date	Note
		Issue Notes

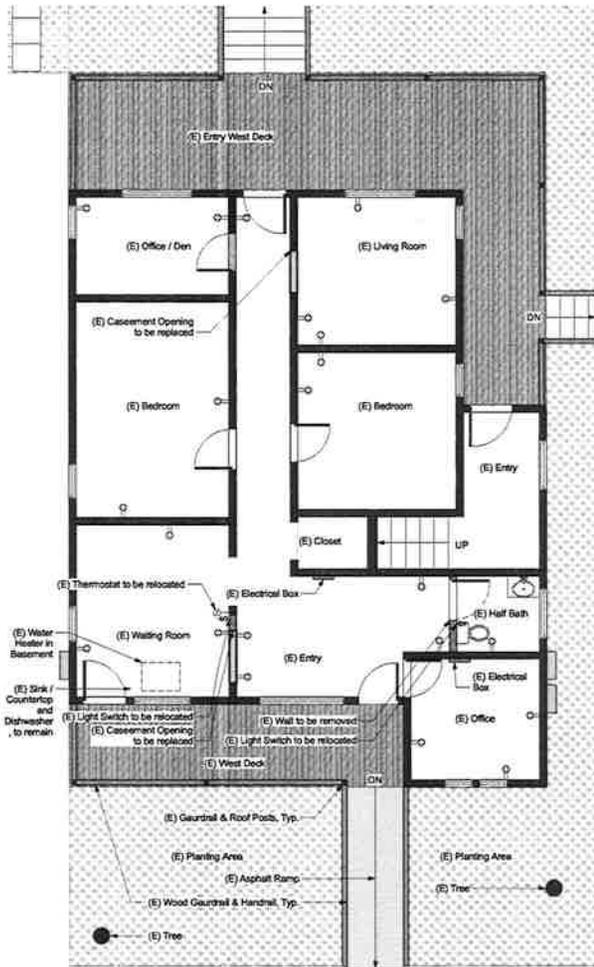
Design Firm	N/A
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Consultant	SOPHIE AUBIN-POULIOT
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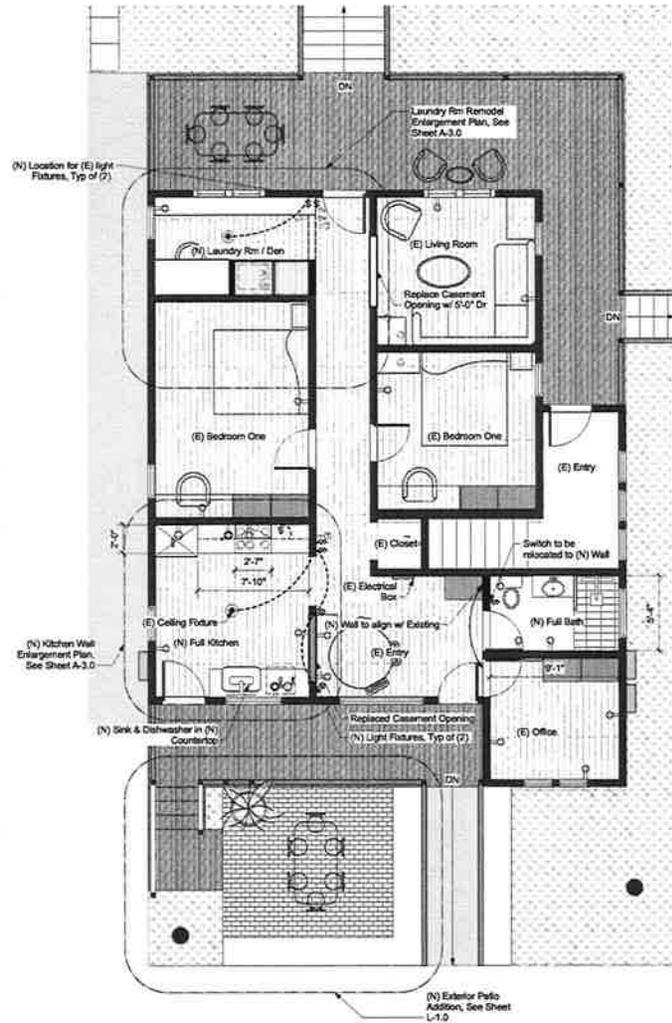
Project Title	MAIN STREET INTERIOR REMODEL
	354 s. Main st. Sebastopol, CA, 95472

Sheet Title	EXISTING SITE PLAN
-------------	--------------------

Drawn By	SOPHIE AUBIN-POULIOT	Scale	1/8" = 1'-0"
Reviewed By	MICHELE AUBIN	Sheet No.	A - 1,0
Date	02.28.2023		2 of 7
CAD File Name	N/A		

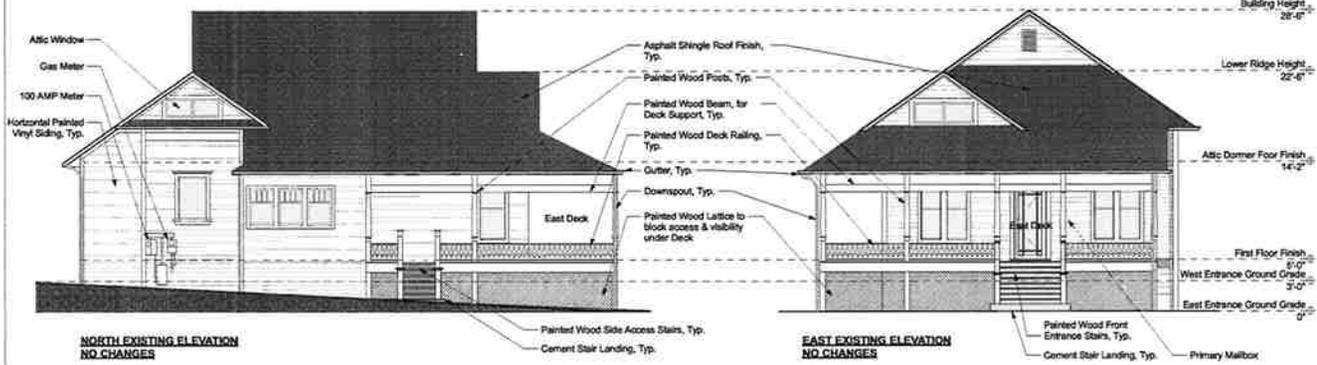


4 EXISTING PLAN
Scale: 1/4" = 1'-0"



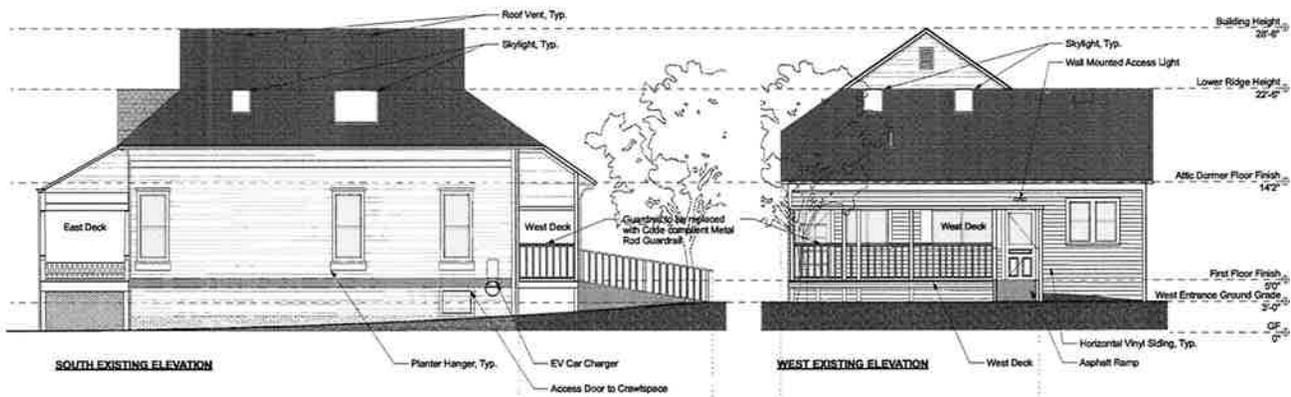
5 PROPOSED PLAN
Scale: 1/4" = 1'-0"

No.	Date	By	Revision Notes
EXISTING WALL			
NEW WALL			
DEMO WALL			
WINDOW SCHEDULE: NO NEW WINDOWS, ALL EXISTING WINDOWS TO REMAIN			
ELECTRICAL LEGEND: <ul style="list-style-type: none"> ○ Existing Electrical Outlet, to remain ⊖ New Refrigerator Outlet ⊖ New Range Outlet; 220v ⊖ New GFCI Outlet ⊖ New Dishwasher Outlet ⊖ New Clothes Dryer Outlet; 220v ⊙ Existing Ceiling Fixture, to remain ⊙ New Wall Fixture ⊖ Wall Mounted Light Switch ⊖ Thermostat 			
ELECTRICAL NOTES: 1. ALL RELOCATED LIGHT SWITCHES & FIXTURES TO BE INSTALLED PER CODE 2. ALL NEW OUTLETS TO BE INSTALLED PER CODE 3. ONLY RELOCATED LIGHT SWITCHES SHOWN ON PLAN ALL OTHER SWITCHES TO REMAIN			
GENERAL NOTES: NO CHANGES UPSTAIRS NO EXTERIOR CHANGES ALL (N) WALL FINISHES TO MATCH (E)			
No.	Date	Note	Issue Notes
N/A			
SOPHIE AUBIN-POULIOT			
MAIN STREET INTERIOR REMODEL			
354 s. Main st. Sebastopol, CA, 95472			
EXISTING & PROPOSED PLAN			
Drawn By	SOPHIE AUBIN-POULIOT	Scale	1/4" = 1'-0"
Reviewed By	MICHELE AUBIN	Sheet No.	A - 1.1
Date	02.28.2023	3 of 7	
CAD File Name	N/A		



NORTH EXISTING ELEVATION
NO CHANGES

EAST EXISTING ELEVATION
NO CHANGES



SOUTH EXISTING ELEVATION

WEST EXISTING ELEVATION

1 EXISTING EXTERIOR ELEVATIONS
Scale: 3/16" = 1'-0"

Notes:

1. No Changes to Building Envelope
2. All existing finished and accessories on structure to remain
3. Patio Addition to be constructed with a permeable ground material and to be located within the existing planting area only.
4. All Existing trees to remain and be protected
5. Back patio railing to be replaced with new metal rod compliant guardrail & handrail during new patio construction
6. The layout of the new patio is for design intent only, this sheet is not to be used as a construction plan. See L-1.0 for Patio Addition, Entertainment Plan & Enlarged Elevations for additional notes and dimensions.

2 PROPOSED ELEVATIONS - PATIO ADDITION
Scale: 3/16" = 1'-0"

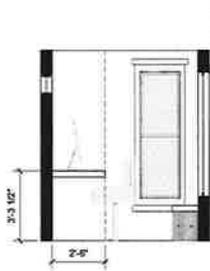


SOUTH EXISTING ELEVATION W/ PROPOSED PATIO ADDITION

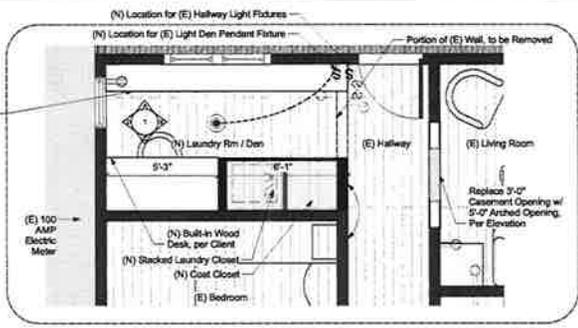
WEST EXISTING ELEVATION W/ PROPOSED PATIO ADDITION

No.	Date	By	Revision Notes
#1	02.28.2023	SAP	
NEW WALL			
EXISTING WALL			
WINDOW SCHEDULE:			
ELECTRICAL LEGAND:			
ELECTRICAL NOTES:			
1. ALL RELOCATED LIGHT SWITCHES & FIXTURES TO BE INSTALLED PER CODE			
2. ALL NEW OUTLETS TO BE INSTALLED PER CODE			
3. ONLY RELOCATED LIGHT SWITCHES SHOWN ON PLAN ALL OTHER SWITCHES TO REMAIN			
No.	Date	Note	Issue Notes
Design Firm: N/A			
Architect: SOPHIE AUBIN-POULIOT			
Project Title: MAIN STREET INTERIOR REMODEL			
354 s. Main st. Sebastopol, CA, 95472			
Sheet Title: EXISTING & PROPOSED PLAN			
Drawn By: SOPHIE AUBIN-POULIOT		Scale:	1/4" = 1'-0"
Reviewed By: MICHELE AUBIN		Sheet No.:	A - 1.1
Date: 02.28.2023		4 of 7	
CWD File Name: N/A			

9 Den Elevation
Scale: 3/8" = 1'-0"

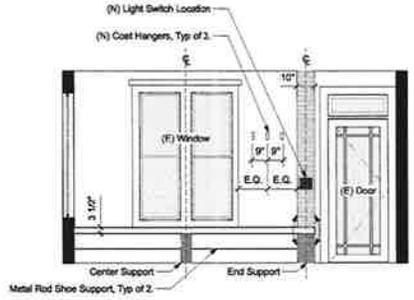


D - North Elevation

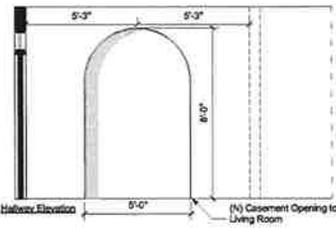


2 Enlarged Reference Plan
Scale: 3/8" = 1'-0"

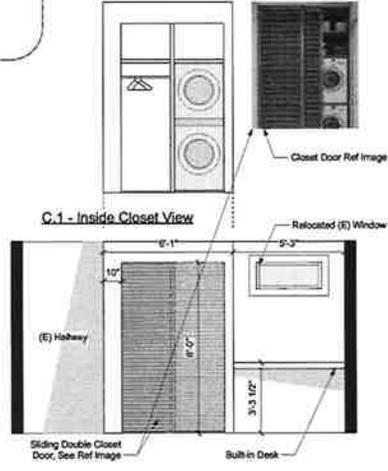
DRAWINGS FOR DESIGN INTENT ONLY
NOT FOR CONSTRUCTION



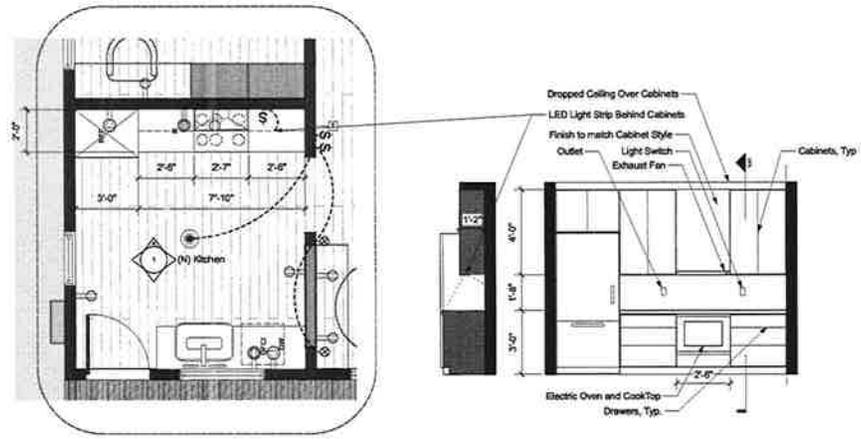
A - East Elevation



B - South Elevation

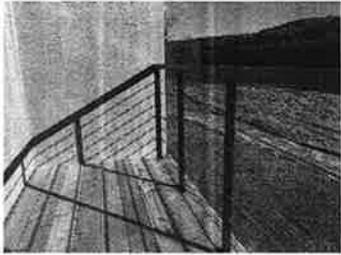


C - West Elevation



7 [Drawing Title]
Scale: 3/8" = 1'-0"

NEW WALL		No.	Date	By	Revision Notes
EXISTING WALL		#1	02.28.2023	SAP	
WINDOW SCHEDULE:					
ELECTRICAL LEGEND:					
ELECTRICAL NOTES:		No.	Date	Note	Issue Notes
1. ALL RELOCATED LIGHT SWITCHES & FIXTURES TO BE INSTALLED PER CODE					
2. ALL NEW OUTLETS TO BE INSTALLED PER CODE					
3. ONLY RELOCATED LIGHT SWITCHES SHOWN ON PLAN ALL OTHER SWITCHES TO REMAIN					
GENERAL NOTES:		Project Title			
NO CHANGES UPSTAIRS IN ATTIC DORMER		MAIN STREET INTERIOR REMODEL			
NO EXTERIOR CHANGES		354 s. Main st. Sebastopol, CA, 95472			
ALL (N) WALL FINISHES TO MATCH (E)		Sheet Title			
		ENLARGED PLAN & INTERIOR ELEVATIONS			
Drawn by SOPHIE AUBIN-POULIOT		Scale		1/8" = 1'-0"	
Reviewed by MICHELE AUBIN		Sheet No.		A - 2.0	
Date 02.28.2023		5		of 7	
CAD File Name N/A					



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 \$949.99

No.	Date	By	Revision Notes																										
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EXISTING WALL																													
WINDOW SCHEDULE:																													
ELECTRICAL LEGEND:																													
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N/A																													



PROPERTY OF
DISPOSAL
COMPANY









ENTRANCE

















3134



1514



3845

3834

