



City of Sebastopol

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

**MASTER PLANNING
APPLICATION FORM**

APPLICATION TYPE

- | | | |
|--|--|---|
| <input type="checkbox"/> Administrative Permit Review | <input checked="" type="checkbox"/> Lot Line Adjustment/Merger | <input type="checkbox"/> Temporary Use Permit |
| <input type="checkbox"/> Alcohol Use Permit/ABC Transfer | <input type="checkbox"/> Preapplication Conference | <input type="checkbox"/> Tree Removal Permit |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Preliminary Review | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Design Review | <input type="checkbox"/> Sign Permit | <input type="checkbox"/> 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: 7710 Washington Avenue Assessor's Parcel No(s): 004-223-026


Present Use of Property: Residential Zoning/General Plan Designation: R4 - Single Family Residential

APPLICANT INFORMATION

Property Owner Name: Eric & Tiffany Lucas

Mailing Address: 7710 Washington Avenue Phone: (707) 237-1040


City/State/ZIP: Sebastopol, CA 95472 Email: Tiffany.Lucas@cross-check.com

Signature:  Date: 2/16/23

Authorized Agent/Applicant Name: Tiffany Lucas

Mailing Address: 7710 Washington Avenue Phone: (707) 481-0086

City/State/ZIP: Sebastopol, CA 95472 Email: Tiffany.Lucas@cross-check.com

Signature:  Date: 2/16/23

Contact Name (If different from above): Phone/Email:

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

The purpose of this Lot Line Adjustment is to resolve the dispute between the Lucases and Pacific West Communities, Inc., an Idaho Corporation (PWC) as described in the "Settlement Agreement and Release in Full of All Claims and Rights" by transferring a 239 square foot parcel from PWC (now Sebastopol Pacific Associates, a California Limited Partnership) to the Lucases.

CITY USE ONLY

Fill out upon receipt:	Action:	Action Date:
Application Date: 02/21/2023	Staff/Admin: _____	Date: _____
Planning File #: 2023-017	Planning Director: _____	Date: _____
Received By: EB	Design Review/Tree Board: _____	Date: _____
Fee(s): \$ \$3,000	Planning Commission: _____	Date: _____
Completeness Date: _____	City Council: _____	Date: _____

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	R4	R4
Use	N/A	RESIDENTIAL	RESIDENTIAL
Lot Size		12381 SF.	12610 SF.
Square Feet of Building/Structures (if multiple structures include all separately)		2236 SF.	2236 SF.
Floor Area Ratio (F.A.R)	N / A FAR	N / A FAR	N / A FAR
Lot Coverage	N/A % of lot	N/A % of lot	N/A % of lot
	N/A sq. ft.	N/A sq. ft.	N/A sq. ft.
Parking		N/A	N/A
Building Height		22.4'	22.4'
Number of Stories		2	2
Building Setbacks – Primary			
Front		15'	15'
Secondary Front Yard (corner lots)		N/A	N/A
Side – Interior		4'	4'
Rear		10'	10'
Building Setbacks – Accessory			
Front		N/A	N/A
Secondary Front Yard (corner lots)		N/A	N/A
Side – Interior		N/A	N/A
Rear		N/A	N/A
Special Setbacks (if applicable)			
Other (N/A)		N/A	N/A
Number of Residential Units	1 Dwelling Unit(s)	1 Dwelling Unit(s)	1 Dwelling Unit(s)
Residential Density	1 unit per N/A sq. ft.	1 unit per N/A sq. ft.	1 unit per N/A sq. ft.
Useable Open Space	N/A sq. ft.	N/A sq. ft.	N/A 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	N/A % of lot	N/A % of lot
		N/A sq. ft.	N/A sq. ft.
Pervious Surface Area	N/A	N/A % of lot	N/A % of lot
		N/A sq. ft.	N/A 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:

- | | |
|---|---|
| <input type="checkbox"/> A general plan | <input type="checkbox"/> A specific plan |
| <input type="checkbox"/> An ordinance affecting building permits or grading permits | <input type="checkbox"/> 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:** 2/16/23

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:** 2/16/23

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:

Agreement has been reached between the interested parties. The Lot Line Adjustment will not have a measurable impact on adjacent owners as the underlying land retained by the Lucases will remain in the same physical state and condition as it was prior to the Lot Line Adjustment.

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



▲ BOUNDARY
▲ RAILROAD

▲ TOPOGRAPHIC
▲ INFRASTRUCTURE

▲ CONSTRUCTION
▲ HYDROGRAPHIC

LOT LINE ADJUSTMENT – WRITTEN STATEMENT

The purpose of this lot line adjustment is to resolve the dispute between the Lucases and Pacific West Communities, Inc., an Idaho Corporation (PWC) as described in the “Settlement Agreement and Release in Full of All Claims and Rights” by transferring a 239 square foot parcel from PWC (now Sebastopol Pacific Associates, a California Limited Partnership) to the Lucases.

There are no proposed changes to the zoning or use of the parcel currently owned by the Lucases described in the Grant Deed recorded under Document Number 2011-026998, Official Records of Sonoma County. The lot line adjustment is the result of a civil action filed by the Lucases in the superior Court of California (Case No. SCV-268117). As part of the Settlement Agreement listed therein, the Lucases, at their sole cost and expense, shall process a lot-line adjustment. The 239 square foot parcel being transferred will then be quitclaimed from PWC to the Lucases after the lot line adjustment is complete.

There are no proposed changes to the zoning or use of the parcel(s) currently owned by Sebastopol Pacific Associates, a California Limited Partnership as described in the Grant Deeds recorded under Document Number 2021-131844 and 2021-131845, Official Records of Sonoma County.

RECORDING REQUESTED BY:
LSI Title Company (CA)

AND WHEN RECORDED MAIL TO:

Eric Lucas and Tiffany Lucas
7710 Washington Avenue
Sebastopol, CA 95472



2011026998

OFFICIAL RECORDS OF
SONOMA COUNTY

FIRST AMERICAN TITLE CO. JANICE ATKINSON
03/25/2011 01:58 DEED 2 PGS
RECORDING FEE: \$38.00
COUNTY TAX: \$575.85
CITY TAX: \$1,048.00
PAID



THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 100575760

Escrow No.: 088643-BM

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$575.85 CITY TRANSFER TAX \$1,048.00

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- Unincorporated area City of Sebastopol AND



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

OWB REO, LLC

hereby GRANT(s) to:

AFNF

Eric Lucas
and Tiffany Lucas, Husband and Wife, As Joint Tenants

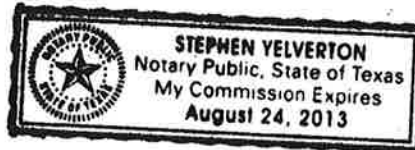
the real property in the City of Sebastopol, County of Sonoma, State of California, described as:
PARCEL TWO, AS SHOWN AND DESIGNATED UPON THAT CERTAIN PARCEL MAP NO. 145, FILED APRIL
21, 2004, AS DOCUMENT NO. 2004-58072 IN THE OFFICE OF THE COUNTY
RECORDER, SONOMA COUNTY RECORDS.

Also Known as: 7710 Washington Avenue, Sebastopol, CA 95472
AP#: 004-223-026-000

DATED February 17, 2011
STATE OF TEXAS
COUNTY OF TRAVIS
On FEB 23 2011
before me, STEPHEN YELVERTON
A Notary Public in and for said State personally appeared

OWB REO, LLC
By *Jeanie Cisneros*
Jeanie Cisneros AVP/REO

Jeanie Cisneros AVP/REO
who proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State
of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.



Signature

(Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

LEGAL DESCRIPTION

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

PARCEL TWO AS SHOWN UPON PARCEL MAP NO. 145 AS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON APRIL 21, 2004 IN BOOK 660 OF MAPS AT PAGES 43, 44 AND 45, SONOMA COUNTY RECORDS.

2021131844

RECORDING REQUESTED BY:

**FIDELITY NATIONAL TITLE
AND WHEN RECORDED MAIL TO:**
Sebastopol Pacific Associates
430 E. State Street, Suite 100
Eagle, ID 83616

Official Records of Sonoma County
Deva Marie Proto
12/02/2021 11:34 AM
FIDELITY NATIONAL TITLE | CITRUS HEIGHTS, CA

DEED 3 Pgs

Fee: \$105.00



FSNX-T019006225

Space above this line for Recorder's use

APN: 060-230-067-000

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

Documentary Transfer Tax is: **\$None**

"This is a bonafide gift and the grantor received nothing in return, R & T 11911."

- () Computed on the full consideration or value of property conveyed
OR
- () Computed on the full consideration or value less liens or encumbrances remaining at time of sale
- (X) City of Sebastopol, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Pacific West Communities, Inc., a Idaho corporation

hereby **GRANT(S)** to

Sebastopol Pacific Associates, a California Limited Partnership, a California limited partnership

All of its interest in the real property in the City of Sebastopol, County of Sonoma, State of California, described as:

Legal Description Attached Hereto and Made a Part Hereof Marked as Exhibit "A"

Commonly known as: 7760 Bodega Avenue, Sebastopol, CA

DATED: December 1, 2021

GRANTOR'S SIGNATURE

SIGNATURE PAGE ATTACHED HERETO AND MADE A PART HEREOF...

MAIL TAX STATEMENTS AS DIRECTED ABOVE

SIGNATURE PAGE TO GRANT DEED
DATED: December 1, 2021
(7760 Bodega Avenue)

GRANTOR'S SIGNATURE:

Pacific West Communities, Inc., a Idaho corporation

By: [Signature]
Name: CALEB ROOPE
Title: PRODUCER of CED.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ Idaho)
County of Ada)

On 12/1/2021 before me, Katie Callen, a Notary Public, personally appeared, Caleb Roope, who proved to me on the basis of satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of ~~California~~ Idaho that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



Exhibit "A"
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SEBASTOPOL, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE STANDING ON THE BODEGA ROAD ON THE SOUTHEAST OF JOHN DOUGHERTY'S (SINCE OWNED BY A. CRAWFORD); RUNNING IN A NORTHERLY DIRECTION ABOUT 500 FEET TO A STAKE; THENCE EAST 20 FEET; THENCE IN A SOUTHERLY DIRECTION 436 FEET TO A STAKE ON THE BODEGA ROAD; THENCE WEST ON THE BODEGA ROAD ABOUT 260 FEET TO A STAKE, THE PLACE OF BEGINNING. SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 7, AS NUMBERED AND DESIGNATED UPON THE MAP ENTITLED, "FRUIT RANCH OF G.W. HUNTLEY", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY, CALIFORNIA, ON NOVEMBER 20, 1902, AND RECORDED IN BOOK 13 OF MAPS, AT PAGE 2; THENCE FROM SAID POINT OF COMMENCEMENT, EASTERLY, AND ALONG THE NORTHERLY LINE OF THE SEBASTOPOL-BODEGA ROAD, A DISTANCE OF 260 FEET, MORE OR LESS, TO THE SOUTHWESTERLY CORNER OF THE TRACT OF LAND CONVEYED BY JOHN M. HENDERSEN, BY DEED DATED DECEMBER 24, 1926, TO HAZEL HEBE HENDERSEN, HIS DAUGHTER, WHICH DEED WAS RECORDED NOVEMBER 23, 1928, IN LIBER 212 OF OFFICIAL RECORDS, PAGE 371, SONOMA COUNTY RECORDS; THENCE NORTHERLY ALONG THE WEST LINE OF SAID HENDERSEN LAND, A DISTANCE OF 436 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THAT TRACT CONVEYED BY LOUISE J. DOWS TO JOSEPHINE DOWS, ET AL, BY DEED DATED FEBRUARY 20, 1919, AND RECORDED DECEMBER 24, 1927, IN LIBER 185 OF OFFICIAL RECORDS, PAGE 364; THENCE WESTERLY, AND ALONG THE SOUTHERLY LINE OF THE SAID DOWS LAND, A DISTANCE OF 20 FEET TO THE EASTERLY LINE OF SAID LOT 7, OF HUNTLEY'S FRUIT RANCH: THENCE SOUTHWESTERLY, ALONG THE EASTERLY LINE OF SAID LOT 7, A DISTANCE OF 500 FEET, MORE OR LESS, TO THE POINT OF COMMENCEMENT.

2021131845

RECORDING REQUESTED BY:

Fidelity National Title
AND WHEN RECORDED MAIL TO:
Sebastopol Pacific Associates
430 E. State Street, Suite 100
Eagle, ID 83616

Official Records of Sonoma County
Deva Marie Proto
12/02/2021 11:34 AM
FIDELITY NATIONAL TITLE | CITRUS HEIGHTS, CA

DEED 2 Pgs

Fee: \$92.00



ESNX-T019010035

Space above this line for Recorder's use

APN: 004-211-007-000

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

Documentary Transfer Tax is: **\$None**

"This is a bonafide gift and the grantor received nothing in return, R & T 11911."

- () Computed on the full consideration or value of property conveyed
- OR
- () Computed on the full consideration or value less liens or encumbrances remaining at time of sale
- (X) City of Sebastopol, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Pacific West Communities, Inc., a Idaho corporation

hereby **GRANT(S)** to

Sebastopol Pacific Associates, a California Limited Partnership, a California limited partnership

All of its interest in the real property in the City of Sebastopol, County of Sonoma, State of California, described as:

LOT 1, CITY OF SEBASTOPOL, PARCEL MAP NO. 82, FILED AUGUST 13, 1980, IN BOOK 310 OF MAPS, PAGE 33, SONOMA COUNTY RECORDS.

Commonly known as: 7716 Bodega Avenue, Sebastopol, CA

DATED: December 1, 2021

GRANTOR'S SIGNATURE

SIGNATURE PAGE ATTACHED HERETO AND MADE A PART HEREOF...

MAIL TAX STATEMENTS AS DIRECTED ABOVE

SIGNATURE PAGE TO GRANT DEED
DATED: December 1, 2021
(7716 Bodega Avenue)

GRANTOR'S SIGNATURE:

Pacific West Communities, Inc., a Idaho corporation

By: 

Name: CALEB RORPE

Title: PRESIDENT / CEO

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Idaho ~~California~~)

County of Ada)

On 12/1/2021 before me, Katie Callen, a Notary Public, personally appeared, Caleb Rorpe, who proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of Idaho ~~California~~ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

California All-Purpose Acknowledgement

State of California }
County of Sonoma } SS.

On 1/5/2023 before me Robert Triebel Jr., Notary Public

personally appeared Kari Svansson
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of the Attached Document:

Title of Type of Document: NOTICE OF LOT MERGER: 2021-010

Document Date: SIGN 1/5/2023 Number of Pages: (5)

Signer(s) Other Than Named Above: NA

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of Idaho

County of Ada

On 11-28-22 before me, **Katie Callen, Notary Public** personally appeared Caleb Rudge, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

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

WITNESS my hand and official seal.

Signature

Katie Callen
Commission Expires: 7/8/2027

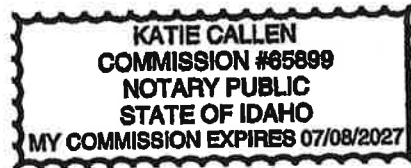


EXHIBIT 'A'
VOLUNTARY LOT MERGER 2021-010
LEGAL DESCRIPTION – WOODMARK APARTMENTS

Lying within the City of Sebastopol, County of Sonoma, State of California, being the lands of Sebastopol Pacific Associates, a California Limited Partnership, as described by that Grant Deed recorded under Document Number 2021-131844 and that Grant Deed recorded under Document Number 2021-131845, both Sonoma County Records, said lands also being shown on that Record of Survey filed in Book 809 of Maps at Page 42, Sonoma County Records and is more particularly described as follows:


BEGINNING at the southwest corner of Lot 1 as shown on that Parcel Map No. 82 filed in Book 310 of Maps at Page 33, Sonoma County Records; said southwest corner being on the northerly right-of-way of Bodega Avenue; thence leaving said southwest corner of Lot 1, along said northerly right-of-way and the southerly boundary of said Lot 1, North 89°38'13" East 225.98 feet, shown as "South 89°37'23" West 225.98 feet" per said Parcel Map, to the southeast corner of said Lot 1; thence leaving said southeast corner and northerly right-of-way, along the easterly boundary of said Lot 1, North 01°10'36" East 388.23 feet, shown as "North 1°09'46" East 388.00 feet" per said Parcel Map, to the northeast corner of said Lot 1, thence leaving said northeast corner, along the northerly boundary of said Lot 1, North 79°40'56" West 244.83 feet, shown as "South 79°41'24" East 244.93 feet" per said Parcel Map, to the northwest corner of said Lot 1 and northerly common corner of said lands of Sebastopol Pacific Associates as described under Document Number 2021-131844 and said lands of Sebastopol Pacific Associates as described under Document Number 2021-131845; thence leaving said northwest corner of Lot 1 and said common corner, along the northerly boundary of said lands of Sebastopol Pacific Associates as described under Document Number 2021-131844, continuing North 79°40'56" West 20.08 feet, stated as "westerly... a distance of 20 feet" per said Grant Deed recorded under Document Number 2021-131844, to the northwest corner of said lands of Sebastopol Pacific Associates; thence leaving said northwest corner, along the westerly boundary of said lands, South 27°39'59" West 495.28 feet, stated as "southwesterly... a distance of 500 feet, more or less" per said Grant Deed recorded under Document Number 2021-131844, to a point on the northerly right-of-way of Bodega Avenue as granted to the City of Sebastopol by that Grant Deed recorded under Document Number 1980-042789, Sonoma County Records, said point bearing South 89°38'13" West 256.65 feet from said southwest corner of Lot 1 and being the southwest corner of said lands of Sebastopol Pacific Associates; thence leaving said westerly boundary and said southwest corner, along said northerly right-of-way, North 89°38'13" East 256.65 feet to the POINT OF BEGINNING.

Containing 3.59 acres, more or less.

END OF DESCRIPTION

Being APN(s) 060-230-067 & 004-211-007

Prepared by Cinquini & Passarino, Inc.


Anthony G. Cinquini, P.L.S. 8614



11/18/2022
Date

Cinquini & Passarino, Inc.
1360 North Dutton Avenue, Suite 150
Santa Rosa, CA 95401

OWNER'S STATEMENT

I, THE UNDERSIGNED, HEREBY STATE THAT I AM THE OWNER OF OR HAVE SOME RIGHT TITLE OR INTEREST IN AND TO THE REAL PROPERTY SHOWN UPON THIS PARCEL MAP ENTITLED "PARCEL MAP No. 145"; THAT I AM THE ONLY PERSON WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID REAL PROPERTY AND THAT I HEREBY CONSENT TO THE PREPARATION AND FILING OF SAID PARCEL MAP, AND HEREBY OFFER FOR DEDICATION FOR PUBLIC USE THE PUBLIC UTILITY EASEMENT, AS SHOWN HEREON.

Janece Fields
JANECE FIELDS, TRUSTEE OF THE JANECE FIELDS LIVING TRUST

OWNER'S ACKNOWLEDGMENT

STATE OF Hawaii
COUNTY OF Honolulu
ON January 21, 2004 BEFORE ME Ruth K. Kimura, A NOTARY PUBLIC
PERSONALLY APPEARED Janece Fields
PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENTS.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: 2007
[Signature]
NOTARY PUBLIC SIGNATURE

TRUSTEE'S CERTIFICATE

WE, CALIFORNIA RECONVEYANCE COMPANY, A CALIFORNIA CORPORATION, THE TRUSTEE UNDER THE DEED OF TRUST AS DOCUMENT NUMBER 2002-098351, OFFICIAL RECORDS OF SONOMA COUNTY, HEREBY CONSENT TO THE MAKING AND FILING OF THIS MAP.

BY: [Signature] DATE: 3/22/04
TITLE: AVP

TRUSTEE'S ACKNOWLEDGMENT

STATE OF Wisconsin
COUNTY OF Milwaukee
ON 3/22/04 BEFORE ME Galina Shklover, A NOTARY PUBLIC
PERSONALLY APPEARED William R. Buege
PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENTS.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: 01-15-2006
Galina Shklover
NOTARY PUBLIC SIGNATURE

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JANECE FIELDS ON 01 JUN 2003. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; AND THAT ALL MONUMENTS ARE OF THE CHARACTER AND DO OCCUPY THE POSITIONS INDICATED. I HEREBY CERTIFY THAT THE MONUMENTS SHOWN HEREON HAVE BEEN SET AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

[Signature]
BRADLEY A. THOMAS, PLS 5520
MY LICENSE EXPIRES: 9/30/04
DATED: 12/22 2003

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF ANY, AND ANY APPROVED ALTERATION THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE APPROVAL OF THE TENTATIVE MAP, IF ANY, HAVE BEEN COMPLIED WITH.

DATED: 4-5-04
[Signature]
PAUL H. KLASSEN, RCE 30-000
CITY ENGINEER
CITY OF SEBASTOPOL, CALIFORNIA

I, MICHAEL J. NACEY, DO HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP ON BEHALF OF THE CITY OF SEBASTOPOL AND THAT THE SURVEY DATA SHOWN UPON SAID MAP IS TECHNICALLY CORRECT.

DATED: 4/5/04
[Signature]
MICHAEL J. NACEY, R.C.E. 33,373

CITY CLERK'S STATEMENT

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF SEBASTOPOL, STATE OF CALIFORNIA, ON THIS 04th DAY OF April, 2004, BY RESOLUTION DULY PASSED AND ENTERED IN THE MINUTES OF SAID COUNCIL, DID APPROVE THIS PARCEL MAP, AND ACCEPT, SUBJECT TO IMPROVEMENT, FOR PUBLIC USE A FIVE FOOT PUBLIC UTILITIES EASEMENT, AS SHOWN HEREON.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 7th DAY OF April, 2004
[Signature]
CITY CLERK OF THE CITY OF SEBASTOPOL,
STATE OF CALIFORNIA

IMPROVEMENT CERTIFICATE

THE FOLLOWING IMPROVEMENTS SHALL BE CONSTRUCTED PRIOR TO THE ISSUANCE OF A PERMIT OR OTHER GRANT OF APPROVAL FOR THE DEVELOPMENT OF ANY PARCEL SHOWN ON THIS MAP IN ACCORDANCE WITH SECTION 66411.1 OF THE SUBDIVISION MAP ACT: SIDEWALK, DRIVEWAYS, SANITARY SEWER, STORM DRAIN, WATER, AND PUBLIC UTILITIES (ELECTRIC, GAS, TELEPHONE, TV) SERVING LOT 2 AS REQUIRED BY TENTATIVE MAP APPROVED ON MARCH 4, 2003 BY CITY COUNCIL RESOLUTION #3315 AND ALL ASSOCIATED CONDITIONS OF APPROVAL. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH APPROVED PLANS ON FILE IN THE CITY ENGINEERING DEPARTMENT.

PUBLIC UTILITY EASEMENT STATEMENT

A PUBLIC UTILITY EASEMENT IS PROPERTY TO CONSTRUCT, INSTALL, INSPECT, MAINTAIN, REPLACE, REMOVE AND USE FACILITIES OF THE TYPE HEREINAFTER SPECIFIED, INCLUDING BUT NOT NECESSARY LIMITED TO THE FOLLOWING:

CONSTRUCT CURB, GUTTER, AND SIDEWALK, INSTALLATION OF TRANSMISSION AND DISTRIBUTION FACILITIES SUCH AS ELECTRICAL, GAS, WATER, TELEPHONE, CABLE TELEVISION, SEWER, STREET LIGHTING, DRAINAGE, ROADWAY, LANDSCAPING; ALSO USES FOR PEDESTRIAN, AND NON-POWERED VEHICLE PURPOSES.

SAID EASEMENT SHALL ALSO INCLUDE THE RIGHT TO EXCAVATE OR FILL THE EASEMENT FOR THE FULL WIDTH AND TO A REASONABLE DEPTH THEREOF.

COUNTY RECORDER'S STATEMENT

FILED THIS 21st DAY OF April, 2004 AT 15:29 AM/PM
IN BOOK 660 OF MAPS AT PAGE(S) 43-45
AT THE REQUEST OF THE CITY ENGINEER.
FEE \$ 12.00 PAID. DOCUMENT NUMBER 2004058072
SIGNED [Signature] DEPUTY [Signature]
COUNTY RECORDER
COUNTY OF SONOMA, STATE OF CALIFORNIA

COUNTY CLERK'S CERTIFICATE

I CERTIFY THAT ALL BONDS, MONEY OR NEGOTIABLE BONDS REQUIRED UNDER THE PROVISIONS OF THE SUBDIVISION MAP ACT TO SECURE THE PAYMENT OF TAXES AND ASSESSMENTS HAVE BEEN FILED WITH AND APPROVED BY THE COUNTY OF SONOMA, NAMELY BOND(S) UNDER GOVERNMENT CODE SECTIONS 66493(a) and 66493(c) IN THE SUM OF:

\$ NA AND \$ NA RESPECTIVELY.
DATED: 4-15-04
[Signature]
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SONOMA, STATE OF CALIFORNIA

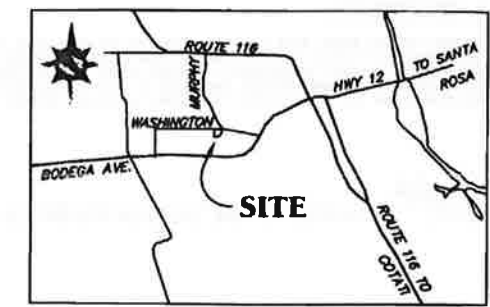
COUNTY TAX COLLECTOR'S CERTIFICATE

ACCORDING TO THE RECORDS IN THE OFFICE OF THE UNDERSIGNED, THERE ARE NO LIENS AGAINST THIS SUBDIVISION, OR ANY PART THEREOF, FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE. MY ESTIMATE OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOT YET PAYABLE IS

\$ NA THE LAND IN SAID SUBDIVISION IS NOT SUBJECT TO A SPECIAL ASSESSMENT OR BOND WHICH MAY BE PAYABLE IN FULL, EXCEPT SPECIAL ASSESSMENTS FOR BONDS PAYABLE IN FULL FOR WHICH I ESTIMATE THAT THE AMOUNT REQUIRED FOR FULL PAYMENT IS \$ NA. SECURITY REQUIRED PURSUANT TO GOVERNMENT CODE SECTION 66493(a) AND 66493(c) ARE HEREBY ACCEPTED AND APPROVED.
DATED: 4-14-04
[Signature]
TAX COLLECTOR
COUNTY OF SONOMA
STATE OF CALIFORNIA

PARCEL MAP No. 145
2 PARCELS TOTALING 0.51 ACRES
CITY OF SEBASTOPOL
COUNTY OF SONOMA STATE OF CALIFORNIA
LYING WITHIN THE RANCHO CANADA DE JONIVE, BEING A DIVISION THE LANDS OF JANECE FIELDS LIVING TRUST AS DESCRIBED BY DEED RECORDED UNDER DOCUMENT No. 2002-177290, SONOMA COUNTY RECORDS.
Doble Thomas & Associates, Inc.
LAND SURVEYING, ENGINEERING & MAPPING
134 South Cloverdale Boulevard, Cloverdale, California 95425
Branch Offices in Windsor and Guerneville
ASSessor's PARCEL No.(s) 004-223-021, 016 DRAWN BY: GK FILE No. 2002-022
DATE: 18 DEC. 2003
SHEET INDEX:
SHEET 1 CERTIFICATE SHEET
SHEET 2 SUBDIVISION SHEET
SHEET 3 SUPPLEMENTAL SHEET
SHEET No. 1 OF 3

660
AA



LOCATION MAP NO SCALE

LEGEND/ABBREVIATIONS/NOTES

- LANDS SUBDIVIDED BY THIS MAP
- PROPERTY LINE CREATED BY THIS MAP
- OTHER EXISTING PROPERTY OR DEED LINE
- CENTERLINE RIGHT-OF-WAY
- SURVEY TIE
- ASSESSOR'S PARCEL LINE
- EASEMENT LINE
- FOUND MONUMENT AS NOTED
- SET 1/2" IRON PIPE WITH YELLOW TAG "PLS 5520"
- SET NAIL & BRASS TAG "PLS 5520" IN CONCRETE CURB
- RECORD DATA
- MEASURED
- CALCULATED
- NO TAG
- SONOMA COUNTY RECORDS
- DOCUMENT NUMBER, S.C.R.
- OFFICIAL RECORDS
- PUBLIC UTILITY EASEMENT
- AREA OF DEDICATION TO THE CITY OF SEBASTOPOL AS PER 2471 OR 530, S.C.R. (RS)

MAP REFERENCES

- (R1) FIELDS DEED, DN 2002-177290 S.C.R.
- (R2) PARCEL MAP No. 130, BOOK 521 OF MAPS PAGES 3-4, S.C.R.
- (R3) NELSON SUBDIVISION OF LOT 7, BOOK 49 OF MAPS PAGE 100, S.C.R.
- (R4) RECORD OF SURVEY, BOOK 303 PAGE 22, S.C.R.
- (R5) CITY OF SEBASTOPOL DEED, 2471 OR 530, S.C.R.

BASIS OF BEARINGS (R2)

N00°00'00"E BEING THE BEARING OF THE CENTERLINE OF NELSON WAY BETWEEN FOUND RAILROAD SPIKES AT THE NORTHEASTERLY EDGE OF BODEGA AVENUE AND MIDWAY BETWEEN BODEGA AVENUE AND WASHINGTON STREET AS SHOWN ON THAT PARCEL MAP No. 130 FILED IN BOOK 521 OF MAPS PAGES 3 AND 4.

PARCEL MAP No. 145
2 PARCELS TOTALING 0.51 ACRES

CITY OF SEBASTOPOL
COUNTY OF SONOMA STATE OF CALIFORNIA

LYING WITHIN THE RANCHO CANADA DE JONIVE, BEING A DIVISION THE LANDS OF JAMIE R. FIELDS LIVING TRUST AS DESCRIBED BY DEED RECORDED UNDER DOCUMENT No. 2002-177290, SONOMA COUNTY RECORDS.

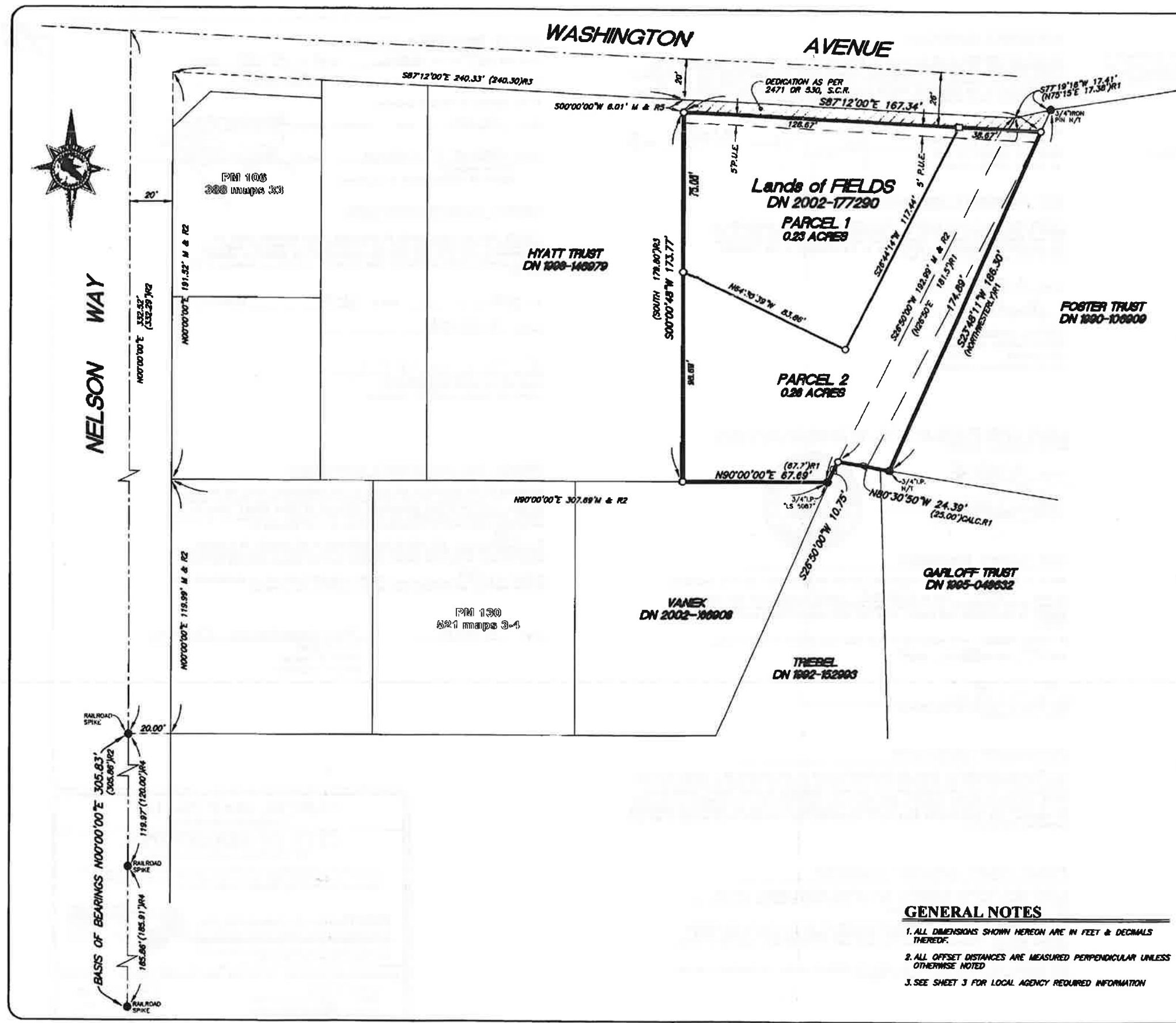
Doble Thomas & Associates, Inc.
LAND SURVEYING, ENGINEERING & MAPPING
134 South Cloverdale Boulevard, Cloverdale, California 95425
Branch Offices in Windsor and Guerneville

phone (707) 894-5183
fax (707) 894-4280
cell (707) 894-5183
www DobleThomas.com

ASSESSOR'S PARCEL No.(s) 004-223-021, 016 DRAWN BY: GK FILE No. 2002-022
DATE: 18 DEC., 2003
SHEET No. 2 OF 3
GRAPHIC SCALE
1 inch = 30 ft.

GENERAL NOTES

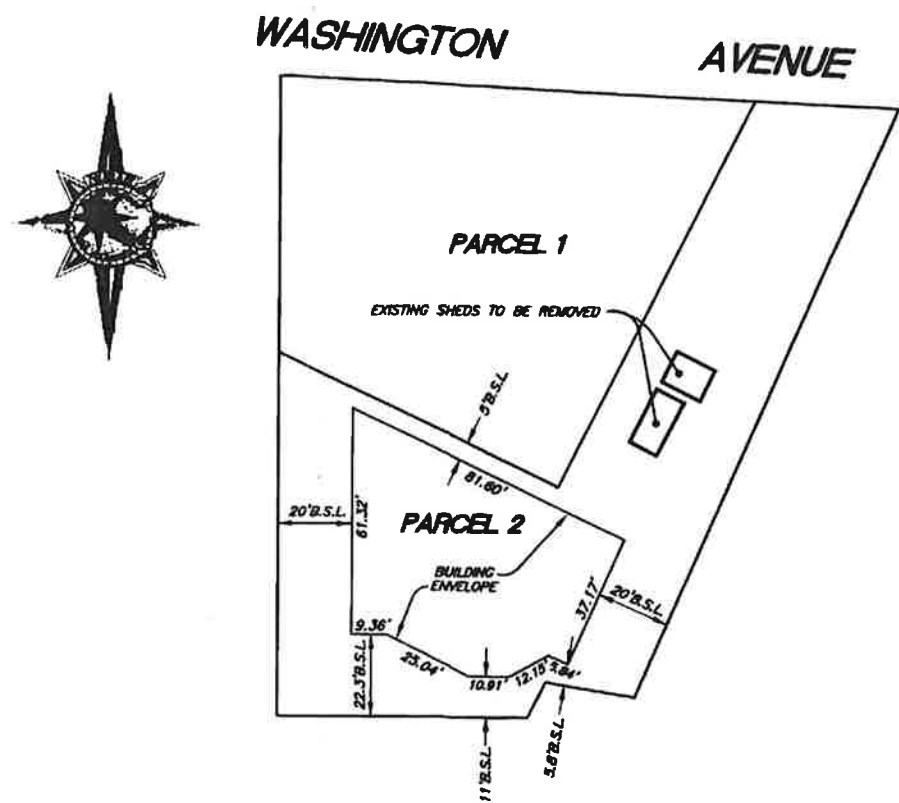
1. ALL DIMENSIONS SHOWN HEREON ARE IN FEET & DECIMALS THEREOF.
2. ALL OFFSET DISTANCES ARE MEASURED PERPENDICULAR UNLESS OTHERWISE NOTED
3. SEE SHEET 3 FOR LOCAL AGENCY REQUIRED INFORMATION



NELSON WAY

BASIS OF BEARINGS N00°00'00"E 305.63' (305.63)/R2
119.97' (119.97)/R4
165.68' (165.68)/R4
RAILROAD SPIKE

660
75



CITY OF SEBASTOPOL RESOLUTION NOTES

1. BUILDING PERMITS SHALL BE SUBJECT TO PAYMENT OF DEVELOPMENT FEES IN EFFECT AT TIME OF PERMIT ISSUANCE.
2. SETBACKS APPLY FOR ALL FENCES GREATER THAN 3'. PLEASE CALL THE PLANNING DEPARTMENT AT 823-8167 FOR MORE INFORMATION.
3. ALL NEW UTILITY SERVICES TO SERVE LOT 2 SHALL BE PLACED UNDERGROUND.
4. A TRAFFIC IMPACT FEE IS TO BE PAID PRIOR TO ISSUANCE OF ANY BUILDING PERMIT FOR PARCEL 2. THE AMOUNT OF THE FEE SHALL BE DETERMINED BY THE CITY TRAFFIC ENGINEER.
5. A PARK IN-LIEU FEE SHALL BE PAID PRIOR TO ISSUANCE OF ANY BUILDING PERMIT FOR PARCEL 2.
6. THE NEW RESIDENTIAL DEVELOPMENT ON PARCEL 2 SHALL BE SUBJECT TO DESIGN REVIEW, TO THE SATISFACTION OF THE PLANNING DIRECTOR.
7. A TREE PROTECTION PLAN (TPP), INCLUDING A TPP MAP SHEET, IS REQUIRED TO BE SUBMITTED AS A PART OF THE GRADING AND IMPROVEMENT PLANS FOR DEVELOPMENT OF PARCEL 2. THE TPP MAP SHEET SHALL SHOW ALL TREE PROTECTION MEASURES, AS WELL AS TREES TO BE REMOVED. TREE PROTECTION PLAN SUBMITTAL REQUIREMENTS ARE AVAILABLE FROM THE PLANNING DEPARTMENT; PLEASE CALL 823-8167.
8. THE GRADING AND IMPROVEMENT PLANS, INCLUDING THE TREE PROTECTION PLAN MAP SHEET FOR PARCEL 2 SHALL BE REVIEWED AND APPROVED BY THE CITY ARBORIST PRIOR TO ISSUANCE OF A GRADING PERMIT.
9. A PLAN FOR THE INSTALLATION OF UTILITIES IN THE DRIVENWAY TO SERVE PARCEL 2 SHALL BE SUBJECT TO THE REVIEW OF THE CITY ARBORIST, WHO MAY REQUIRE HAND-DIGGING IN THE VICINITY OF PROTECTED TREES.
10. PRIOR TO ISSUANCE OF A GRADING PERMIT / SITE WORK PERMIT FOR PARCEL 2 IMPROVEMENTS, A PERFORMANCE BOND SHALL BE SUBMITTED TO ASSURE PROTECTION OF TREES DESIGNATED TO REMAIN ON THE APPROVED TREE PROTECTION PLAN FOR THIS PROJECT, IN ACCORDANCE WITH THE PROVISIONS OF THE SEBASTOPOL MUNICIPAL CODE 8.12.040.

SUPPLEMENTAL SHEET

PARCEL MAP No. 145
2 PARCELS TOTALING 0.51 ACRES

CITY OF SEBASTOPOL
COUNTY OF SONOMA STATE OF CALIFORNIA

LYING WITHIN THE RANCHO CANADA DE JUNIPE, BEING A DIVISION TRIP LANDS OF JAMES H. WILDER LIVING TRUST AS DESCRIBED BY DEED RECORDED UNDER DOCUMENT No. 2002-177290, SONOMA COUNTY RECORDS.

All Measurements in Feet

Doble Thomas & Associates, Inc.
LAND SURVEYING, ENGINEERING & MAPPING

134 South Cloverdale Boulevard, Cloverdale, California 95423
Branch Offices in Windsor and Loomisville

ASSESSOR'S PARCEL No.(s) 004-223-021, 016 DRAWN BY: GK FILE No. 2002-022

GRAPHIC SCALE

1 inch = 30ft.

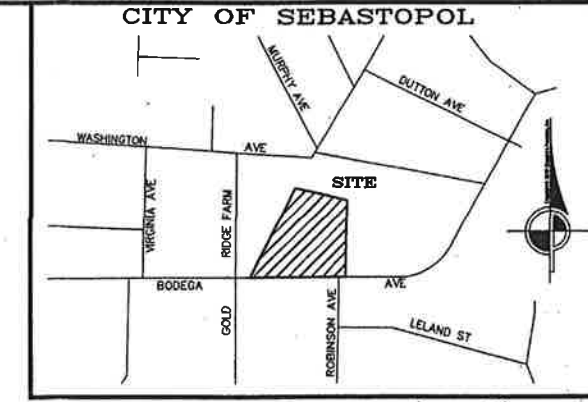
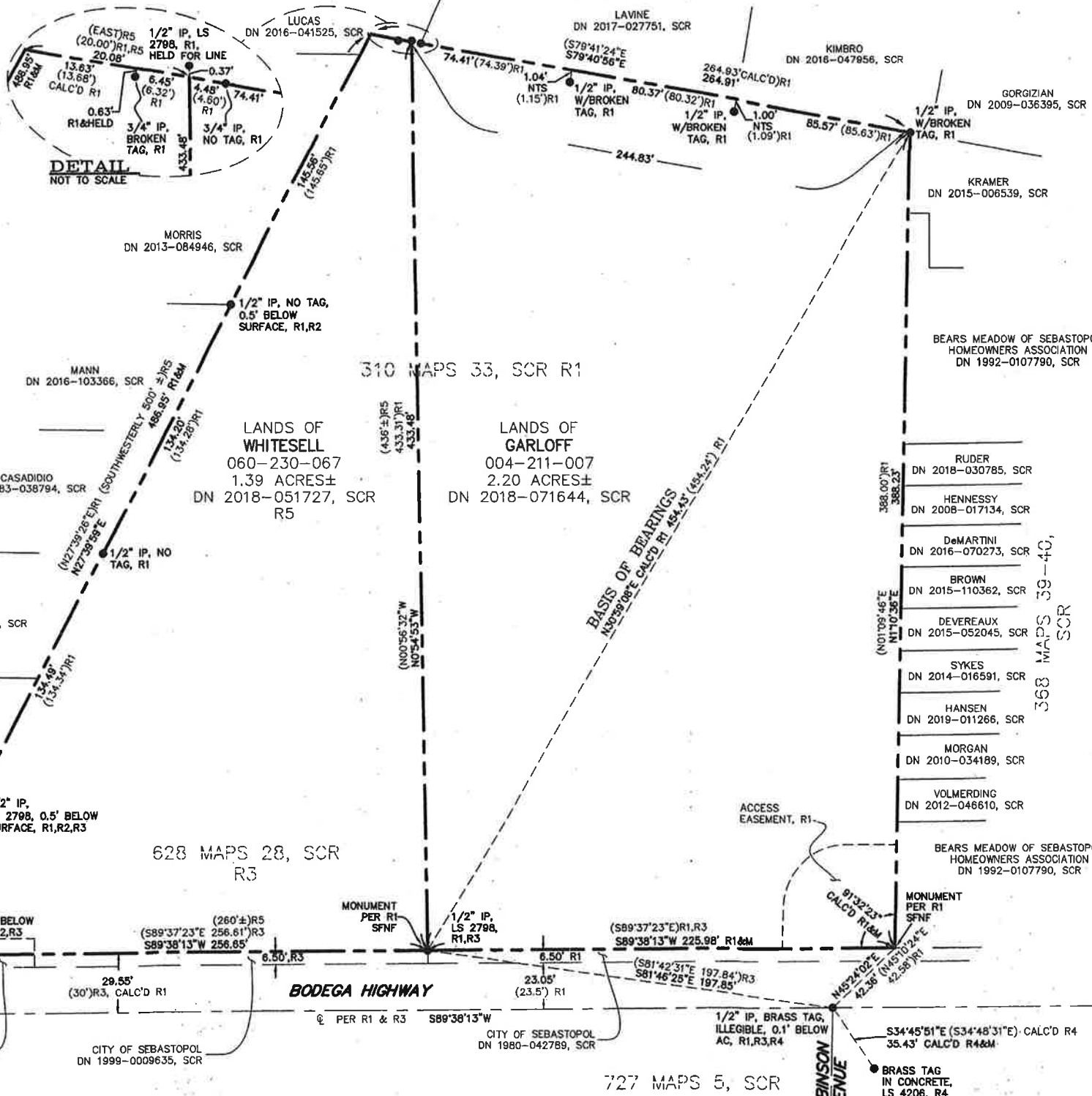
DATE: 18 DEC., 2003

SHEET No. **3** OF **3**

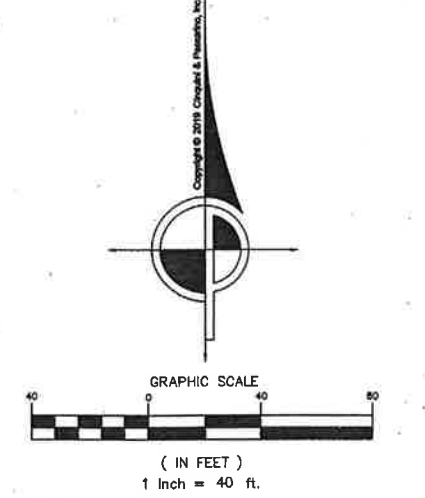
REFERENCES
 R1 PARCEL MAP NO. 82; 310 MAPS 33 S.C.R.
 R2 RECORD OF SURVEY; 288 MAPS 7 S.C.R.
 R3 RECORD OF SURVEY; 628 MAPS 28 S.C.R.
 R4 RECORD OF SURVEY; 727 MAPS 5 S.C.R.
 R5 GRANT DEED; 2018-051727 S.C.R.

BASIS OF BEARINGS
 THE CALCULATED BEARING N30°59'08"E BETWEEN FOUND MONUMENTS SHOWN ON R1 AS SHOWN HEREON.

NOTES
 ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 ALL TIES ARE AT RIGHT ANGLES UNLESS OTHERWISE NOTED.



LOCATION MAP (N.T.S.)



- LEGEND**
- FOUND MONUMENT AS NOTED
 - CALC'D CALCULATED
 - DN DOCUMENT NUMBER
 - IP IRON PIPE
 - NTS NOT TO SCALE
 - O.R. OFFICIAL RECORDS
 - () RECORD DATA
 - (R#) REFERENCE
 - SCR SONOMA COUNTY RECORDS
 - SNF SEARCHED FOR NOT FOUND
 - LINES MONUMENTED BY THIS SURVEY
 - - - TIE
 - - - EASEMENT LINE
 - - - EXISTING OR FORMER PARCEL LINES
 - CENTERLINE

RECORD OF SURVEY

OF THE LANDS OF
 LOIS L. GARLOFF AS DESCRIBED BY THE GRANT DEED
 RECORDED UNDER DOCUMENT NUMBER 2018-071644, SONOMA
 COUNTY RECORDS AND THE LANDS OF VINCENT G. WHITESELL
 AND J.B. WHITESELL AS DESCRIBED BY THE GRANT DEED
 RECORDED UNDER DOCUMENT NUMBER 2018-051727,
 SONOMA COUNTY RECORDS

LYING WITHIN THE CITY OF SEBASTOPOL
 COUNTY OF SONOMA STATE OF CALIFORNIA
 NOVEMBER 2019 SCALE: 1"=40'

CINQUINI & PASSARINO, INC.
LAND SURVEYING

▲ BOUNDARY 1804 Soscol Avenue, Suite 202
 ▲ TOPOGRAPHIC Napa, CA. 94559
 ▲ CONSTRUCTION Phone: (707) 690-9025
 ▲ SUBDIVISIONS Fax: (707) 433-9761
 WWW.CINQUINIPASSARINO.COM

SURVEYOR'S STATEMENT
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF PACIFIC WEST COMMUNITIES, INC. IN JULY 2019.

Anthony G. Cinquini
 Anthony G. Cinquini, P.L.S. 8614
 Exp. DATE 12/31/19
 DATE: 11/19/2019

COUNTY SURVEYOR'S STATEMENT
 THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYORS' ACT THIS 27th DAY OF November, 2019.

Leonard H. Gabrielson
 LEONARD H. GABRIELSON, PLS 7886
 COUNTY SURVEYOR
 SONOMA COUNTY, CALIFORNIA

RECORDER'S STATEMENT
 FILED THIS 2nd DAY OF December, 2019, AT 10:40 A.M. IN BOOK 809 OF MAPS AT PAGE(S) 42 AT THE REQUEST OF THE COUNTY SURVEYOR.

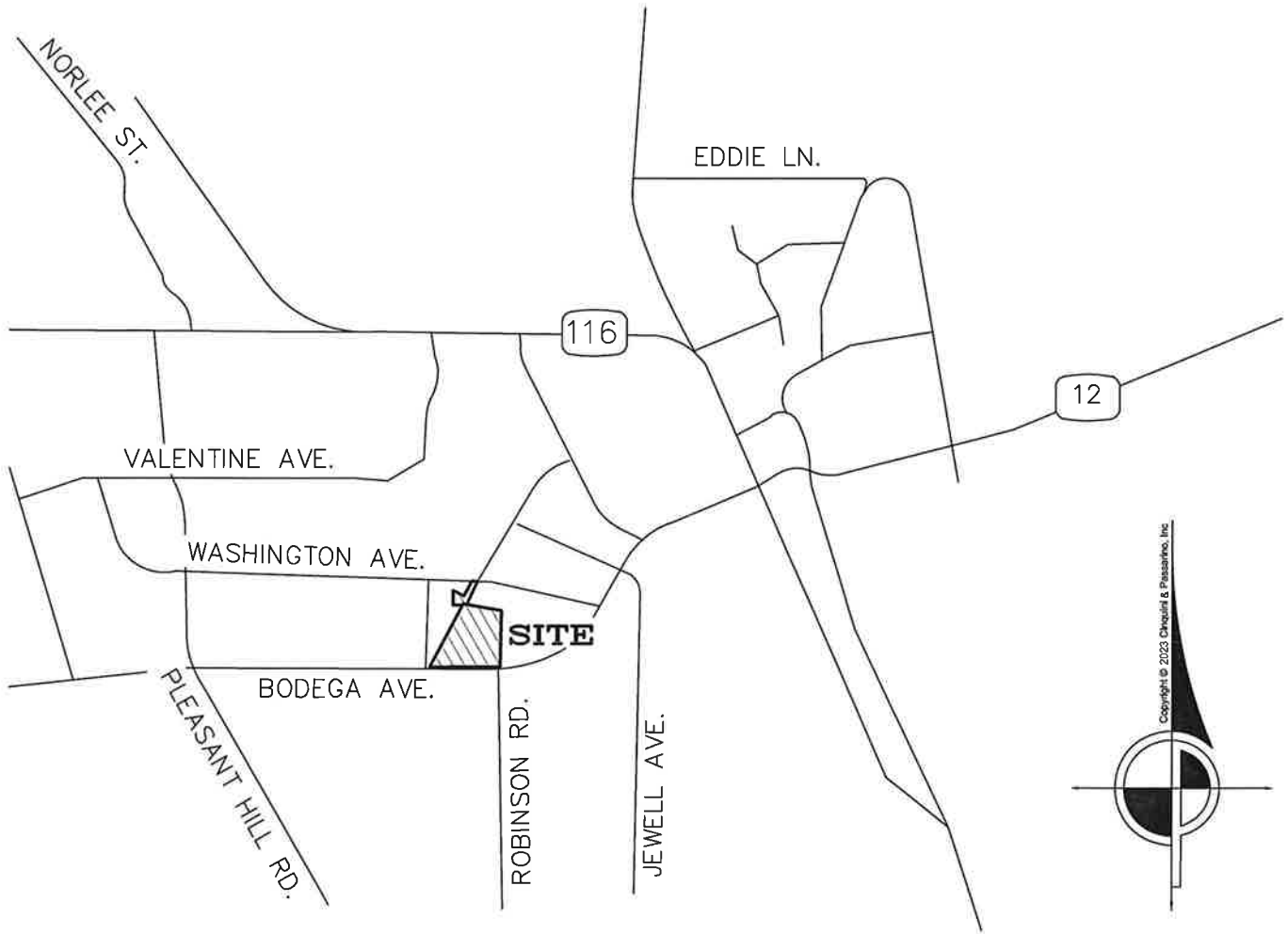
Deva Marie Proto
 DEVA MARIE PROTO
 COUNTY RECORDER
 SONOMA COUNTY, CALIFORNIA

DEPUTY COUNTY RECORDER
 EXEMPT FROM SB2 FEE PER §27388.1(A)(2)(D)

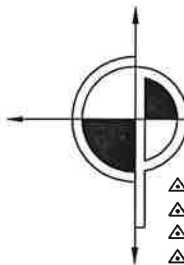
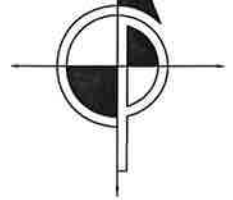
EXP. DATE: 3-31-2021
 No. 7886

FEE: \$ 9.00
 DOCUMENT NO. 2019-091169

CITY OF SEBASTOPOL



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**CINQUINI & PASSARINO, INC.
LAND SURVEYING**

- △ BOUNDARY
- △ TOPOGRAPHIC
- △ CONSTRUCTION
- △ SUBDIVISIONS

1360 No. Dutton Ave.
Santa Rosa, Ca. 95401
Phone: (707) 542-6268
Fax: (707) 542-2106

WWW.CINQUINIPASSARINO.COM

JOB NAME: 7710 WASHINGTON STREET	DRAWN BY: CAF	CHECKED BY: AGC
DESCRIPTION: LLA LOCATION MAP	SCALE: NO SCALE	DATE: 2-01-23
	JOB #: 9992-22	PAGE: 1 OF 1

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA 004-22
5-001

NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the data delineated. The acreages are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

PCL. MAP 52
REC. 9-30-77 IN BK. 258,
MAPS, PGS. 22

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

SCALE: 1" = 100'



PCL. MAP 149
REC. 12-13-06 IN BK 705 MAPS, PGS. 5-7

EAST LINE
Rancho Canada de Jonive

- REVISED
- 6-9-75=15
 - 6-2-76=16
 - 10-26-77=19
 - 11-19-79=24
 - 9-8-04=26-LSL
 - 9-24-04=CORR.-LSL
 - 6-02-06=adj. LSL
 - 1-27-07=30(223) RL
 - 03-14-18=RdCorr-DL
 - 7-13-18=Cor-DL

PTN. REC/SURVEY
NELSON'S SUB.
REC. 9-10-1938, BK. 49, P. 100

HUNTLEY ST.

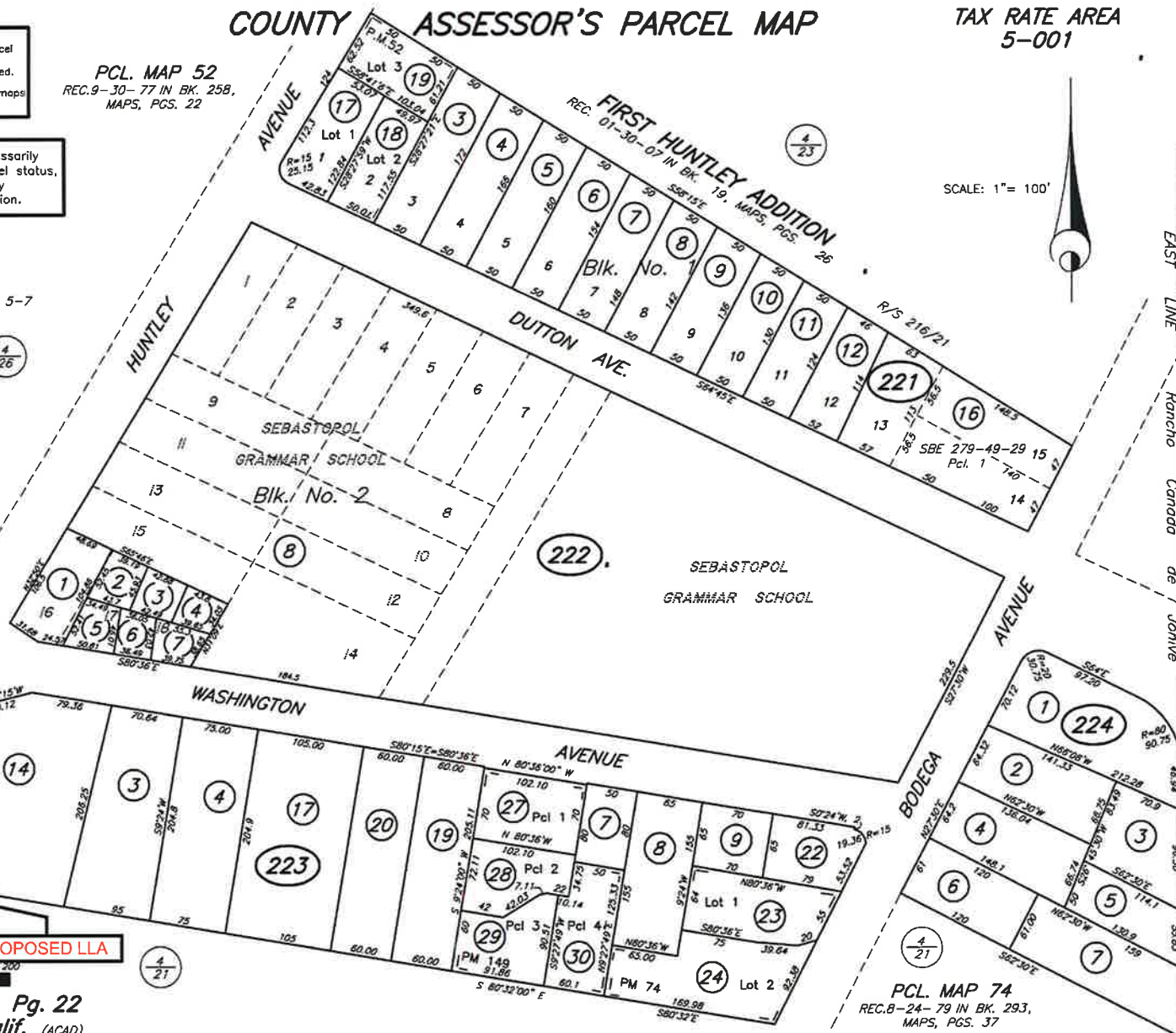


PCL. MAP 145
REC. 4-21-04 IN BK. 660,
MAPS, PGS. 43-45

PROPOSED LLA



Assessor's Map Bk.004, Pg. 22
Sonoma County, Calif. (ACAD)
KEY 9-8-04=26 LSL



 **Fidelity National Title Company**

PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title 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 herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions 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 Attachment One. 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 Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

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.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One 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.

Fidelity National Title Insurance Company

By:



President

Attest:



Secretary

Countersigned By:



Authorized Officer or Agent



Visit Us on our Website: www.fnfic.com



ISSUING OFFICE: 10969 Trade Center Drive, Suite 107, Rancho Cordova, CA 95670

FOR SETTLEMENT INQUIRIES, CONTACT:

Fidelity National Title Company
400 Pitt Avenue • Sebastopol, CA 95472
(707)824-9595 • FAX (707)824-9585

**Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference**

PRELIMINARY REPORT

Title Officer: Doug Wilcox
Email: dowilcox@fnf.com
Title No.: FSNX-3102300021-DW

Escrow Officer: Bryan Buchanan
Email: bryan.buchanan@fnf.com
Escrow No.: FSNX-3102300021 -BB

TO: The Eric and Tiffany Lucas Trust
7708 Washington Avenue
Sebastopol, CA 95472
Attn:

PROPERTY ADDRESS(ES): 7708 Washington Avenue, Sebastopol, CA

EFFECTIVE DATE: January 25, 2023 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:
A FEE
2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:
Eric Lucas and Tiffany Lucas, as trustees of the Eric Lucas and Tiffany Lucas 2016 Trust
3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For [APN/Parcel ID\(s\): 004-223-026-000](#)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SEBASTOPOL, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL TWO AS SHOWN UPON [PARCEL MAP NO. 145](#) AS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON APRIL 21, 2004 IN BOOK 660 OF MAPS AT PAGES 43, 44 AND 45, SONOMA COUNTY RECORDS.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area:	005-001
<u>Tax Identification No.:</u>	<u>004-223-026-000</u>
Fiscal Year:	2022-2023
1st Installment:	\$3,766.74, Paid
2nd Installment:	\$3,766.74, Open
Exemption:	\$0.00
Land:	\$187,125.00
Improvements:	\$444,879.00
Personal Property:	\$0.00

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said [tract/plat](#);

Purpose:	Public Utilities
Affects:	Front 5 feet

EXCEPTIONS
(continued)

5. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: July 2, 1945
Recording No.: [Book 644, Page 326, of Official Records](#)

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or trust deed made in good faith and for value.

6. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$338,950.00
Dated: January 27, 2022
Trustor/Grantor: Eric Lucas and Tiffany Lucas, as trustees of the Eric Lucas and Tiffany Lucas 2016 Trust
Trustee: Quality Loan Service Corp.
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for Freedom Mortgage Corporation
Loan No.: 0136490323
Recording Date: February 9, 2022
Recording No.: [2022009829, of Official Records](#)

7. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

END OF EXCEPTIONS

NOTES

- Note 1.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note 2.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note 3.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
- Note 4.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Single Family Residence, known as 7708 Washington Avenue, Sebastopol, California, to an Extended Coverage Loan Policy.
- Note 5.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 6.** If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 7.** The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

NOTES
(continued)

Note 8. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

NOTES
(continued)

Note 9. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies

A. 2006 ALTA Owner's Policy (06-17-06).

6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

B. 2006 ALTA Loan Policy (06-17-06).

8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).

10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).

12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

E. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).

7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.

8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

END OF NOTES

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
5-001

004-22

TE: This map was prepared for Assessment purposes only and does not indicate either parcel utility or a valid building site. No liability is assumed for the accuracy of the data delineated. Measurements are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

PCL. MAP 52
REC. 9-30-77 IN BK. 258,
MAPS, PGS. 22

E: Assessor's parcels do not necessarily substitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

PCL. MAP 149
REC. 12-13-06 IN BK 705 MAPS, PGS. 5-7

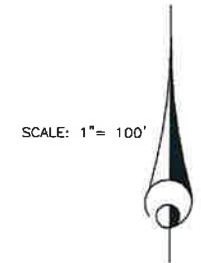
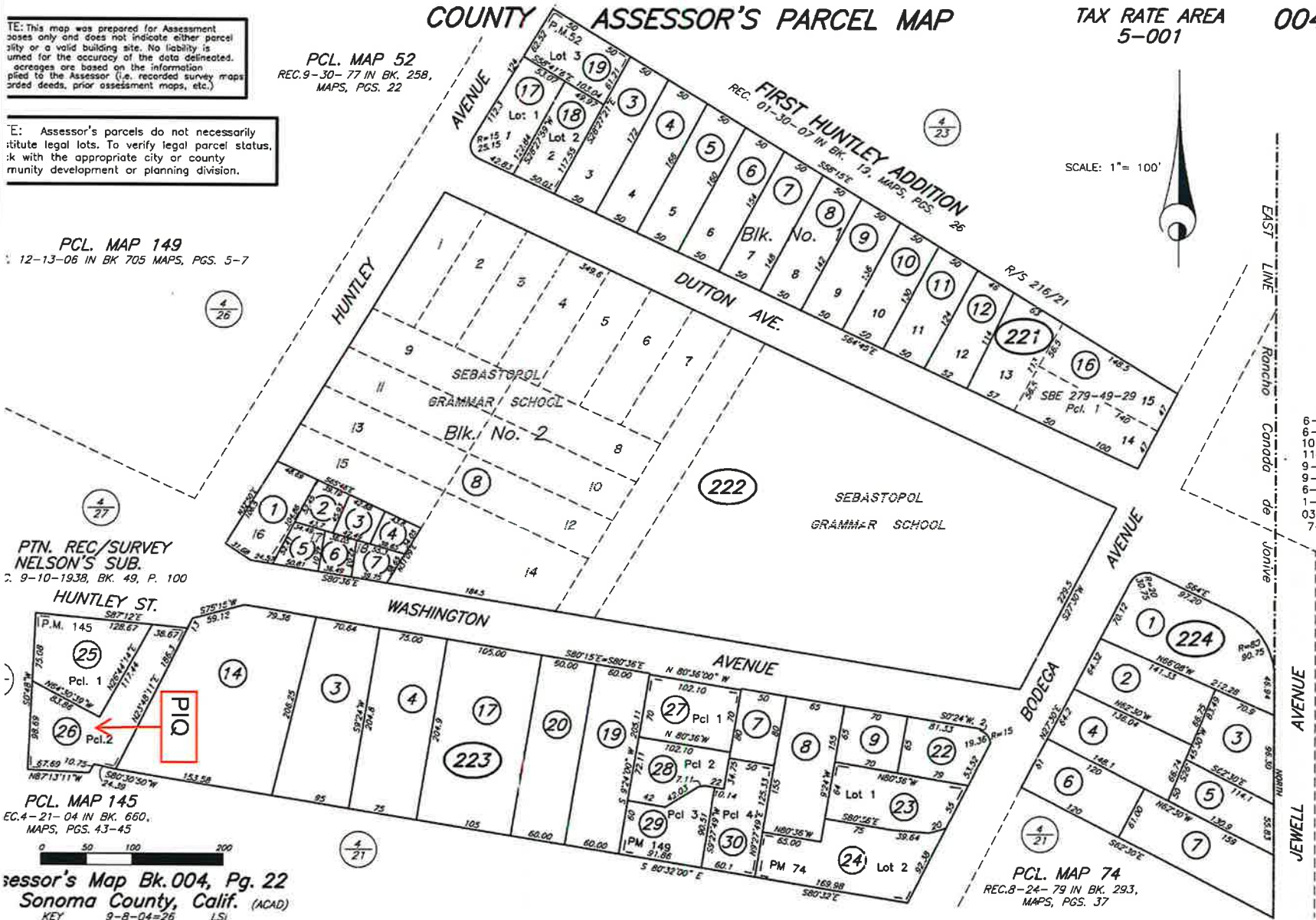
PTN. REC./SURVEY
NELSON'S SUB.
REC. 9-10-1938, BK. 49, P. 100

HUNTLEY ST.

PCL. MAP 145
REC. 4-21-04 IN BK. 660,
MAPS, PGS. 43-45

Assessor's Map Bk. 004, Pg. 22
Sonoma County, Calif. (ACAD)
KEY 9-8-04=26 LSL

This map plan is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown hereon.



- REVISED
- 6-9-75=15
 - 6-2-76=16
 - 10-26-77=19
 - 11-19-79=24
 - 9-8-04=26-LSL
 - 9-24-04=CORR-LSL
 - 6-02-06=adj. LSL
 - 1-27-07=30(223) RL
 - 03-14-18=RdCorr-DL
 - 7-13-18=Cor-DL

4/20

 **Fidelity National Title Company**

PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title 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 herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions 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 Attachment One. 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 Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

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.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One 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.

Fidelity National Title Insurance Company

By:



President

Attest:



Secretary

Countersigned By:



Authorized Officer or Agent



Visit Us on our Website: www.fntic.com



ISSUING OFFICE: 10969 Trade Center Drive, Suite 107, Rancho Cordova, CA 95670

**Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference**

PRELIMINARY REPORT

Update E

Title Officer: Jeff Martin
Email: Jeff.Martin@fnf.com
Title No.: FSNX-TO2200526S-JM

TO: Commonwealth Land Title Company
601 South Figueroa Street Suite 4000
Los Angeles, CA 90017
Attn: Cheryl Greer

PROPERTY ADDRESS(ES): 7716 & 7760 Bodega Avenue, Sebastopol, CA

EFFECTIVE DATE: January 25, 2023 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy 1990 (04-08-14)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:
A Fee
2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:
Sebastopol Pacific Associates, a California Limited Partnership
3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): [004-211-007-000](#) and [060-230-067-000](#)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SEBASTOPOL, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lying within the City of Sebastopol, County of Sonoma, State of California, being the lands of Sebastopol Pacific Associates, a California Limited Partnership, as described by that Grant Deed recorded under [Document Number 2021-131844](#) and that Grant Deed recorded under [Document Number 2021-131845](#), both Sonoma County Records, said lands also being shown on that Record of Survey filed in [Book 809 of Maps at Page 42](#), Sonoma County Records and is more particularly described as follows:

BEGINNING at the southwest corner of Lot 1 as shown on that [Parcel Map No. 82](#) filed in Book 310 of Maps at Page 33, Sonoma County Records; said southwest corner being on the northerly right-of-way of Bodega Avenue; thence leaving said southwest corner of Lot 1, along said northerly right-of-way and the southerly boundary of said Lot 1, North 89°38'13" East 225.98 feet, shown as "South 89°37'23" West 225.98 feet" per said Parcel Map, to the southeast corner of said Lot 1; thence leaving said southeast corner and northerly right-of-way, along the easterly boundary of said Lot 1, North 01°10'36" East 388.23 feet, shown as "North 1°09'46" East 388.00 feet" per said Parcel Map, to the northeast corner of said Lot 1, thence leaving said northeast corner, along the northerly boundary of said Lot 1, North 79°40'56" West 244.83 feet, shown as "South 79°41'24" East 244.93 feet" per said Parcel Map, to the northwest corner of said Lot 1 and northerly common corner of said lands of Sebastopol Pacific Associates as described under [Document Number 2021-131844](#) and said lands of Sebastopol Pacific Associates as described under [Document Number 2021-131845](#); thence leaving said northwest corner of Lot 1 and said common corner, along the northerly boundary of said lands of Sebastopol Pacific Associates as described under [Document Number 2021-131844](#), continuing North 79°40'56" West 20.08 feet, stated as "westerly, a distance of 20 feet" per said Grant Deed recorded under [Document Number 2021-131844](#), to the northwest corner of said lands of Sebastopol Pacific Associates; thence leaving said northwest corner, along the westerly boundary of said lands, South 27°39'59" West 495.28 feet, stated as "southwesterly... a distance of 500 feet, more or less" per said Grant Deed recorded under [Document Number 2021-131844](#), to a point on the northerly right-of-way of Bodega Avenue as granted to the City of Sebastopol by that Grant Deed recorded under Document Number 1980-042789, Sonoma County Records, said point bearing South 89°38'13" West 256.65 feet from said southwest corner of Lot 1 and being the southwest corner of said lands of Sebastopol Pacific Associates; thence leaving said westerly boundary and said southwest corner, along said northerly right-of-way, North 89°38'13" East 256.65 feet to the POINT OF BEGINNING. Containing 3.59 acres, more or less.

Pursuant to that certain "Notice of Lot Merger" recorded January 24, 2023, as [Instrument No. 2023003038, Official Records](#)

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 005-001
Tax Identification No.: [004-211-007-000](#)
Fiscal Year: 2022-2023
1st Installment: \$14,515.61 Paid
2nd Installment: \$14,515.61 Open
Exemption: \$0.00
Land: \$2,524,500.00
Improvements: \$0.00
Personal Property: \$0.00

3. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 005-001
Tax Identification No.: [060-230-067-000](#)
Fiscal Year: 2022-2023
1st Installment: \$8,862.41 Paid
2nd Installment: \$8,862.41 Open
Exemption: \$0.00
Land: \$1,489,200.00
Improvements: \$40,800.00
Personal Property: \$0.00

4. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

5. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

THE FOLLOWING ITEMS AFFECT TRACT ONE:

6. Water rights, claims or title to water, whether or not disclosed by the public records.

7. Rights of the public to any portion of the Land lying within the area commonly known as Bodega Avenue.

EXCEPTIONS
(continued)

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The City of Sebastopol, a Municipal Corporation
Purpose: Public utility
Recording Date: May 25, 1979
Recording No.: T96900, [Book 3571, Page 243, of Official Records](#)
Affects: A portion of Tract Two

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said [tract/plat](#); Parcle [Map No. 82](#)

Purpose: Access
Affects: As shown on filed map
Recording Date: August 13, 1980
[Recording No.:](#) [Book 310, Page 33, of Maps](#)

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Patrick R. Gallagher, et al
Purpose: Road and all utilities
Recording Date: September 26, 1980
[Recording No.:](#) [1980-57592, of Official Records](#)
Affects: A Southeasterly portion of Tract One

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Sebastopol, a Municipal Corporation
Purpose: Public right of way
Recording Date: January 25, 1999
[Recording No.:](#) [1999-0009635, of Official Records](#)
Affects: A Southwesterly portion of Tract Two

12. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Map: Record of Survey
Recording Date: December 2, 2019
[Recording No.:](#) [Book 809 of Maps, Page 42](#)

THE FOLLOWING ITEMS AFFECT TRACT TWO:

13. Water rights, claims or title to water, whether or not disclosed by the public records.

14. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Map: Record of Survey
Recording Date: September 14, 1978
[Recording No.:](#) [Book 275, Page 8, of Official Records](#)

EXCEPTIONS
(continued)

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The City of Sebastopol, a Municipal Corporation
Purpose: Public utility
Recording Date: May 25, 1979
Recording No.: T96900, [Book 3571, Page 243, of Official Records](#)
Affects: A portion as described therein

16. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Map: Record of Survey
Recording Date: November 14, 2001
[Recording No.: Book 628, Page 28, of Official Records](#)

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Sebastopol, a Municipal Corporation
Purpose: Public right of way
Recording Date: January 25, 1999
[Recording No.: 1999-0009635, of Official Records](#)
Affects: A Southerly portion as described therein

18. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Map: Record of Survey
Recording Date: December 2, 2019
[Recording No.: Book 809 of Maps, Page 42](#)

THE FOLLOWING ITEMS AFFECT BOTH TRACTS:

19. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
20. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.
- The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.
- The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.
21. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

EXCEPTIONS
(continued)

22. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the limited partnership named below.

Name: Sebastopol Pacific Associates, a California Limited Partnership

- a. A complete copy of the limited partnership agreement and all amendments thereto.
- b. Satisfactory evidence that the partnership was validly formed and is in good standing

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

23. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): Sebastopol Pacific Associates, a California Limited Partnership

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

END OF EXCEPTIONS

NOTES

Note 1. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Commercial Property, known as 7716 & 7760 Bodega Avenue, Sebastopol, CA, to an Extended Coverage Loan Policy.

Note 2. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Richard Raymond Shone, as Successor Trustee of the Ernest R. Garloff and Lois L. Garloff 1995 Trust (Created by Declaration of Trust Dated June 15, 1995) (Survivor's Trust) and Richard Raymond Shone, as Successor Trustee of the Ernest R. Garloff and Lois L. Garloff 1995 Trust (Created by Declaration of Trust Dated June 15, 1995) (Exemption Trust)
Grantee: Pacific West Communities, Inc., an Idaho corporation
Recording Date: April 1, 2021
[Recording No.: 2021040653, of Official Records](#)

Affects: Tract One

Grantor: Pacific West Communities, Inc., a Idaho corporation
Grantee: Sebastopol Pacific Associates, a California Limited Partnership, a California limited partnership
Recording Date: December 2, 2021
[Recording No.: 2021131845, of Official Records](#)

Affects: Tract One

Grantor: Vincent G. Whitesell and J.B. Whitesell, Trustees of The Vincent G. Whitesell and J.B. Whitesell 1999 Trust, created June 11, 1999
Grantee: Pacific West Communities, Inc., an Idaho corporation
Recording Date: June 14, 2021
[Recording No.: 2021069851, of Official Records](#)

Affects: Tract Two

Grantor: Pacific West Communities, Inc., an Idaho corporation
Grantee: Sebastopol Pacific Associates, a California Limited Partnership, a California limited partnership
Recording Date: December 2, 2021
[Recording No.: 2021131844, of Official Records](#)

Affects: Tract Two

Note 3. Note: The charge for a policy of title insurance, when issued through this application for title insurance, will be based on the Short Term Rate.

NOTES
(continued)

- Note 4.** The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 5.** Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 6.** Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
- Note 7.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note 8.** Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. 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 of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
- Note 9.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note 10.** Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

END OF NOTES



CINQUINI & PASSARINO, INC.

LAND SURVEYING

▲ BOUNDARY
▲ RAILROAD

▲ TOPOGRAPHIC
▲ INFRASTRUCTURE

▲ CONSTRUCTION
▲ HYDROGRAPHIC

LOT LINE ADJUSTMENT – PHOTOGRAPHS

PHOTO A:



PHOTO B:



CINQUINI & PASSARINO, INC
PHOTOGRAPHS

PHOTO C:



PHOTO D:



CINQUINI & PASSARINO, INC
PHOTOGRAPHS

PHOTO E:



LAW OFFICES OF
PERRY, JOHNSON, ANDERSON,
MILLER & MOSKOWITZ LLP
438 First Street, 4th Floor, Santa Rosa, CA 95401

VIA ELECTRONIC MAIL ONLY

April 27, 2021

Larry McLaughlin, City Manager
7120 Bodega Avenue
P.O. Box 1776
Sebastopol, CA 95473
lmclaughlin@cityofsebastopol.org

Re: Lucas v. Whitesell
Sonoma County Case No. SCV-268117

Dear Mr. McLaughlin:

Enclosed please find the Notice of Pending Action recorded on April 6, 2021, which relates to the property located at 7760 Bodega Avenue, Sebastopol, CA 95472 (APN 060-230-067-000).

Very truly yours,



Michael G. Miller

:kh
Enclosures

cc: kvanstrom@cityofsebastopol.org
Client

William D. Anderson
David F. Beach
Deborah S. Bull †
Traci L. Carrillo
Isaac M. Gradman
John E. Johnson*
Marla Keenan-Rivero*
Scott A. Lewis
Michael G. Miller
Lawrence A. Moskowitz*
Leslie R. Perry
Burton H. Fohrman
Malcolm T. Manwell †
Roger J. Illsley
Daphne A. Beletsis
Mary Jane Schneider
Sheila S. Craig*
Oscar A. Pardo
Martin L. Hirsch
Megan J. Lightfoot
Nicole M. Jaffee
Kristin Mattiske-Nicholls
E. Page Allinson
Chad O. Dorr
Sarah Jane T.C. Truong
Kelsey L. O'Rourke
Sheri N. W. Chlebowski

Certified Specialist
* Family Law
† Appellate Law
† Estate Planning, Trust and
Probate Law
The State Bar of California
Board of Legal Specialization

TELEPHONE
(707) 525•8800

FACSIMILE
(707) 545•8242

E-MAIL
[miller@](mailto:miller@perrylaw.net)
perrylaw.net

Recording Requested By:
Michael G. Miller

When Recorded Mail to:
Leslie R. Perry, Bar No. 62390
Michael G. Miller, Bar No. 136491
Kelsey L. O'Rourke, Bar No. 322676
PERRY, JOHNSON, ANDERSON, MILLER
& MOSKOWITZ, LLP
438 1st Street, 4th Floor
Santa Rosa, California 95401
Telephone: (707) 525-8800
Facsimile: (707) 545-8242
Email: perry@perrylaw.net
miller@perrylaw.net
orourke@perrylaw.net

2021042699

Official Records Of Sonoma County
Deva Marie Proto

04/06/2021 12:54 PM
Fee: \$ 113.00 9 Pages



CONFORMED COPY
Not Compared with Original

NOTICE OF CORRECTION NOTICE OF PENDENCY OF ACTION


[LIS PENDENS C.C.P. § 405.20]

A Notice of Pendency of Action [Lis Pendens C.C.P. § 405.20] was recorded in the Official Records of Sonoma County on April 5, 2021 as document number 2021042142

Please take notice that due to an error, the Notice of Pendency Action was served by U.S. Mail on April 2, 2021. The Notice of Pendency of Action was served by certified mail return receipt requested on April 6, 2021. The corrected proof of service is attached.

PERRY, JOHNSON, ANDERSON,
MILLER & MOSKOWITZ, LLP

DATED: April 6, 2021

By: 

LESLIE R. PERRY
MICHAEL G. MILLER
KELSEY L. O'ROURKE
Attorney for Plaintiffs
ERIC LUCAS and TIFFANY LUCAS

1 Leslie R. Perry, Bar No. 62390
Michael G. Miller, Bar No. 136491
2 Kelsey L. O'Rourke, Bar No. 322676
PERRY, JOHNSON, ANDERSON,
3 MILLER & MOSKOWITZ, LLP
438 1st Street, 4th Floor
4 Santa Rosa, California 95401
Telephone: (707) 525-8800
5 Facsimile: (707) 545-8242
Email: perry@perrylaw.net
6 miller@perrylaw.net
orourke@perrylaw.net

7 Attorneys for Plaintiffs
8 ERIC LUCAS and TIFFANY LUCAS

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF SONOMA

11 ERIC LUCAS, an individual; TIFFANY
12 LUCAS, an individual,

Case No.: **SCV-268117**

Unlimited Civil Jurisdiction

13 Plaintiffs,

**NOTICE OF PENDENCY OF ACTION
[LIS PENDENS C.C.P. § 405.20]**

14 v.

15 VINCENT G. WHITESELL, individually
and as Trustee of the VINCENT G.
16 WHITESELL and J.B. WHITESELL 1999
TRUST; J.B. WHITESELL, individually
17 and as Trustee of the VINCENT G.
WHITESELL and J.B. WHITESELL 1999
18 TRUST; and all persons unknown,
19 claiming any legal or equitable right, title,
estate, lien, or interest in the Property
20 described herein adverse to Plaintiffs; title,
or any cloud upon Plaintiffs' title thereto;
21 and DOES 1 through 100, inclusive,

22 Defendants.
23 _____/

24 NOTICE IS HEREBY GIVEN that the above-entitled action was filed in the above-
25 entitled Court on March 30, 2021 by Plaintiffs ERIC LUCAS and TIFFANY LUCAS against
26 Defendants VINCENT G. WHITESELL and J.B. WHITESELL, individually and in their
27 capacities as trustees of the VINCENT G. WHITESELL and J.B. WHITESELL 1999 TRUST.
28 Plaintiffs allege a real property claim that affects the right to possession of specific real

PERRY, JOHNSON, ANDERSON,
MILLER & MOSKOWITZ LLP

1 property in the Complaint filed in this action.

2 The real property affected by this action, a true and correct copy of the Defendants'
3 Grant Deed is attached hereto and incorporated herein as **Exhibit A**, is located in Sebastopol,
4 County of Sonoma, California, and is described as follows:

5 APN 060-230-067 Legal description:
6 The land referred to herein below is situated in the City of Sebastopol, County of
7 Sonoma, State of California and is described as follows:

8 Beginning at a stake standing on the Bodega Road on the southeast of John
9 Dougherty's (since owned by A. Crawford); running in a northerly direction about
10 500 feet to a stake; thence east 20 feet; thence in a southerly direction 436 feet to a
11 stake on the Bodega Road; thence west on the Bodega Road about 260 feet to a stake,
12 the place of the beginning. Said parcel is more particularly described as follows:

13 Commencing at the southeasterly corner of Lot 7, as numbered and designated upon
14 the map entitled, "Fruit Ranch of G.W. Huntley", filed in the office of the County
15 Recorder of Sonoma County, California, on November 20, 1902, and recorded in Book
16 13 of Maps, at page 2; thence from said point of commencement, easterly, and along
17 the northerly line on the Sebastopol-Bodega Road, a distance of 260 feet, more or
18 less, to the southwesterly corner of the tract of land conveyed by John M. Hendersen,
19 by deed dated December 24, 1926, to Hazel Hebe Hendersen, his daughter, which deed
20 was recorded November 23, 1928, in Liber 212 of the official records, page 371,
21 Sonoma County Records; thence northerly along the west line of said Hendersen land,
22 a distance of 436 feet, more or less, to the southerly line of the tract conveyed by
23 Louise J. Dows to Josephine Dows, et al, by deed dated February 20, 1919, and
24 recorded December 24, 1927, in Liber 185 of official records, page 364; thence
25 westerly, and along the southerly line of the said dows land, a distance of 20 feet to the
26 easterly line of said Lot 7, of Huntley's Fruit Ranch: thence southwesterly, along the
27 easterly line of said Lot 7, a distance of 500 feet, more or less, to the point of
28 commencement.

PERRY, JOHNSON, ANDERSON,
MILLER & MOSKOWITZ, LLP

DATED: April 1, 2021

By: MG/LR
LESLIE R. PERRY
MICHAEL G. MILLER
KELSEY L. O'ROURKE
Attorney for Plaintiffs
ERIC LUCAS and TIFFANY LUCAS

EXHIBIT A

RECORDING REQUESTED BY:
Vincent G. Whitesell and J. B. Whitesell

When Recorded Mail Document
and Tax Statement To:
Vincent G. Whitesell and J. B. Whitesell
623 D Clover Drive
Santa Rosa, CA 95401



2018051727

Official Records Of Sonoma County
William F. Rousseau
07/20/2018 10:17 AM
GENERAL PUBLIC

DEED 3 Pgs

Fee: \$20.00

PAID



SPACE ABOVE THIS LINE FOR RECORDER'S USE

Property Address: 7760 Bodega Avenue,
Sebastopol, CA 95472
APN/Parcel ID(s): 060-230-067-000

Exempt from fee per GC 27388.1 (a) (2); recorded on Grantors/Grantees primary residence.

GRANT DEED

The undersigned grantor(s) declare(s)

- This transfer is exempt from the documentary transfer tax.
"This conveyance transfers an interest into or out of a Living Trust, R & T 11930."
 The documentary transfer tax is \$ 0 and is computed on:
 the full value of the interest or property conveyed.
 the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in the City of Sebastopol.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Vincent G. Whitesell and J. B. Whitesell, husband and wife,

hereby GRANT(S) to Vincent G. Whitesell and J. B. Whitesell, Trustees of The Vincent G. Whitesell and J. B. Whitesell 1999 Trust, created June 11, 1999,

the following described real property in the City of Sebastopol, County of Sonoma, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 19, 2018

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Vincent G. Whitesell

J. B. Whitesell

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED

(continued)

APN/Parcel ID(s): 060-230-067-000

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sonoma

On July 19, 2014 before me, Conrad Fernandez, Notary Public,
(here insert name and title of the officer)

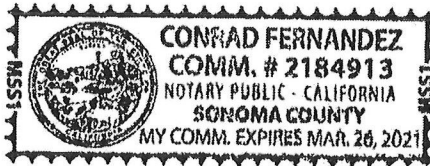
personally appeared Vincent G. Whiterell and J. B. Whiterell,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that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

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

WITNESS my hand and official seal.

[Signature]
Signature

(Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 060-230-067-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SEBASTOPOL, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE STANDING ON THE BODEGA ROAD ON THE SOUTHEAST OF JOHN DOUGHERTY'S (SINCE OWNED BY A. CRAWFORD); RUNNING IN A NORTHERLY DIRECTION ABOUT 500 FEET TO A STAKE; THENCE EAST 20 FEET; THENCE IN A SOUTHERLY DIRECTION 436 FEET TO A STAKE ON THE BODEGA ROAD; THENCE WEST ON THE BODEGA ROAD ABOUT 260 FEET TO A STAKE, THE PLACE OF BEGINNING. SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 7, AS NUMBERED AND DESIGNATED UPON THE MAP ENTITLED, "FRUIT RANCH OF G.W. HUNTLEY", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY, CALIFORNIA, ON NOVEMBER 20, 1902, AND RECORDED IN BOOK 13 OF MAPS, AT PAGE 2; THENCE FROM SAID POINT OF COMMENCEMENT, EASTERLY, AND ALONG THE NORTHERLY LINE OF THE SEBASTOPOL-BODEGA ROAD, A DISTANCE OF 260 FEET, MORE OR LESS, TO THE SOUTHWESTERLY CORNER OF THE TRACT OF LAND CONVEYED BY JOHN M. HENDERSEN, BY DEED DATED DECEMBER 24, 1926, TO HAZEL HEBE HENDERSEN, HIS DAUGHTER, WHICH DEED WAS RECORDED NOVEMBER 23, 1928, IN LIBER 212 OF OFFICIAL RECORDS, PAGE 371, SONOMA COUNTY RECORDS; THENCE NORTHERLY ALONG THE WEST LINE OF SAID HENDERSEN LAND, A DISTANCE OF 436 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THAT TRACT CONVEYED BY LOUISE J. DOWS TO JOSEPHINE DOWS, ET AL, BY DEED DATED FEBRUARY 20, 1919, AND RECORDED DECEMBER 24, 1927, IN LIBER 185 OF OFFICIAL RECORDS, PAGE 364; THENCE WESTERLY, AND ALONG THE SOUTHERLY LINE OF THE SAID DOWS LAND, A DISTANCE OF 20 FEET TO THE EASTERLY LINE OF SAID LOT 7, OF HUNTLEY'S FRUIT RANCH: THENCE SOUTHWESTERLY, ALONG THE EASTERLY LINE OF SAID LOT 7, A DISTANCE OF 500 FEET, MORE OR LESS, TO THE POINT OF COMMENCEMENT .

MAIL TAX STATEMENTS AS DIRECTED ABOVE

perry, johnson, anderson,
miller & moskowitz llp

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PROOF OF SERVICE

I declare that:

I am and was at the time of service of the papers herein, over the age of eighteen (18) years and am not a party to the action. I am employed in the County of Sonoma, California, and my business address is 438 1st Street, 4th Floor, Santa Rosa, California 95401.

On April 6, 2021, I served the following document, described as set forth below on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes, at Sonoma, addressed as follows:

**NOTICE OF CORRECTION NOTICE OF PENDENCY OF ACTION
[LIS PENDENS C.C.P. § 405.20]**

NOTICE OF PENDENCY OF ACTION [LIS PENDENS C.C.P. § 405.20]

SEE ATTACHED SERVICE LIST

- BY FIRST-CLASS MAIL:** I caused such envelopes to be deposited in the United States mail, at Santa Rosa, California, with postage thereon fully prepaid, individually, addressed to the parties as indicated. I am readily familiar with the firm's practice of collection and processing correspondence in mailing. It is deposited with the United States postal service each day and that practice was followed in the ordinary course of business for the service herein attested to.
- BY CERTIFIED MAIL RETURN RECEIPT REQUESTED:** I caused such envelopes to be deposited in the United States mail, at Santa Rosa, California with postage thereon fully prepaid, individually addressed to the parties as indicated. I am readily familiar with the firm's practice of collection and processing correspondence in mailing. It is deposited with the United States postal service each day and that practice was followed in the ordinary course of business for the service herein attested to.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 6, 2021, at Santa Rosa, California.


Kate Hutchins

PERRY, JOHNSON, ANDERSON,
MILLER & MOSKOWITZ LLP

1 Leslie R. Perry, Bar No. 62390
2 Michael G. Miller, Bar No. 136491
3 Kelsey L. O'Rourke, Bar No. 322676
4 PERRY, JOHNSON, ANDERSON,
5 MILLER & MOSKOWITZ, LLP
6 438 1st Street, 4th Floor
7 Santa Rosa, California 95401
8 Telephone: (707) 525-8800
9 Facsimile: (707) 545-8242
10 Email: perry@perrylaw.net
11 miller@perrylaw.net
12 orourke@perrylaw.net

13 Attorneys for Plaintiffs
14 ERIC LUCAS and TIFFANY LUCAS

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF SONOMA

17 ERIC LUCAS, an individual; TIFFANY
18 LUCAS, an individual,

19 Plaintiffs,

20 v.

21 VINCENT G. WHITESELL, individually
22 and as Trustee of the VINCENT G.
23 WHITESELL and J.B. WHITESELL 1999
24 TRUST; J.B. WHITESELL, individually
25 and as Trustee of the VINCENT G.
26 WHITESELL and J.B. WHITESELL 1999
27 TRUST; and all persons unknown,
28 claiming any legal or equitable right, title,
estate, lien, or interest in the Property
described herein adverse to Plaintiffs; title,
or any cloud upon Plaintiffs' title thereto;
and DOES 1 through 100, inclusive,

Defendants. _____/

Plaintiffs ERIC LUCAS and TIFFANY LUCAS ("Plaintiffs") complain against
Defendants and each of them as follows:

GENERAL ALLEGATIONS

1. Plaintiffs are individuals residing in the City of Sebastopol, State of California.

At all relevant times herein, Plaintiffs, husband and wife, were the legal owners of the property
commonly known as 7710 Washington Avenue, Sebastopol, California 95472; Assessor's

ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
4/1/2021 9:37 AM

Arlene D. Junior, Clerk of the Court
By: Janie Dorman, Deputy Clerk

1 Parcel Number 004-223-026. A legal description is attached as **Exhibit A**.

2 2. Plaintiffs are informed and believe and thereon allege that Defendants
3 VINCENT G. WHITESELL and J.B. WHITESELL, are individuals residing in the County of
4 Sonoma, State of California and at all relevant times herein were husband and wife and
5 trustees of the VINCENT G. WHITESELL and J.B. WHITESELL 1999 TRUST, dated June
6 11, 1999, and are the legal owners of the property commonly known as 7760 Bodega Avenue,
7 Sebastopol, California, 95472; Assessor's Parcel Number 060-230-067. A legal description is
8 attached as **Exhibit B**.

9 3. The Defendants named herein as "all persons unknown, claiming any legal or
10 equitable right, title, estate, lien, or interest in the property described in the Complaint adverse
11 to Plaintiffs' prior title or any cloud on Plaintiffs' title thereto" are presently unknown to
12 Plaintiffs. These unknown Defendants, and each of them, claims some right, title, estate, lien,
13 or interest in the hereinafter-described property interests of Plaintiffs adverse to Plaintiffs'
14 title, and their claims, and each of them, constitute a cloud on Plaintiffs' title to said property
15 interests.

16 4. The true names and capacities, whether individual, corporate, associate, or
17 otherwise, of Defendants named herein as Does 1 through 100, inclusive, are unknown to
18 Plaintiffs, who therefore sue said Defendants by such fictitious names, and Plaintiffs will
19 amend this Complaint to show these Defendants' true names and capacities when the same
20 have been ascertained. Plaintiffs are informed and believe, and base thereon allege, that the
21 Defendants sued herein as Does 1 through 100 are in some manner responsible for the actions
22 and damages as alleged herein.

23 5. Plaintiffs are informed and believe, and based thereon allege that at all times
24 herein mentioned, each Defendant was the agent, servant, employee, or joint venturer of the
25 remaining Defendants, and was at all times acting within the course and scope of said agency,
26 service, employment or joint venture. Each Defendant ratified and approved the acts of each
27 other Defendant which give rise to this Complaint.

28 6. 7710 Washington Avenue, Sebastopol, California and 7760 Bodega Avenue,

1 Sebastopol, California are adjacent to each other. Plaintiffs' side yard abuts Defendants'
2 backyard. The property at issue is a 9-foot-wide by 24-foot-long rectangle area of land.

3 7. Plaintiffs, upon information and belief, allege that the land in question may at
4 one time have been part of Defendants' parcel. The land in question has been fenced as part of
5 Plaintiffs' property since at least 2011 when Plaintiffs purchased the property. In reliance on
6 the fence delineating the property line, Plaintiffs have landscaped the area and use it to access
7 their property. There has never been any indication to Plaintiffs' that the land in question did
8 not belong to them, having paid property taxes for the entirety of what they purchased
9 annually.

10 8. Plaintiffs have acquired the small portion of Defendants' property by adverse
11 possession as well as the use of the property in question having been hostile, actual, exclusive,
12 open and notorious and in excess of five years.

13 **FIRST CAUSE OF ACTION**
14 **(Quiet Title by Adverse Possession)**

15 9. Plaintiffs reallege and incorporate by reference paragraphs 1 through 8 of this
16 Complaint as though fully set forth herein.

17 10. Plaintiffs are not and at all times herein mentioned the owner and/or entitled to
18 possession of the property located at 7760 Bodega Avenue, Sebastopol, California, 95472.

19 11. Since March of 2011 when Plaintiffs purchased 7710 Washington Avenue,
20 Sebastopol, California 95472, they have actually possessed the aforesaid 9x24 strip of land in
21 question allegedly belonging to Defendants.

22 12. Plaintiffs use of the land in question has been open and notorious since 2011.

23 13. Plaintiffs have had exclusive use of the land in question since 2011 as it is
24 fenced and prevents Defendants from having access.

25 14. Plaintiffs seek to quiet title to the 9-foot-wide by 24-foot-long strip of land in
26 question.

27 **SECOND CAUSE OF ACTION**
28 **(Quiet Title to Easement)**

15. Plaintiffs reallege and incorporate by reference paragraphs 1 through 14 of this

1 Complaint as though fully set forth herein.

2 16. If Plaintiffs are unable to quiet title to the land in question by adverse
3 possession, they seek to quiet title via a prescriptive easement.

4 17. Plaintiffs are informed and believe and based thereon allege that the Defendants
5 claim an interest adverse to Plaintiffs in the easement as the owner of the servient tenement.

6 18. Plaintiffs are seeking to quiet title to the easement against the claims of
7 Defendants as follows: (a) Defendants who hold record title ownership of the servient
8 tenement and deny that Plaintiffs have acquired rights by prescription or that those rights have
9 been extinguished; (b) the claims of all unknown Defendants described in paragraph 3 hereof,
10 whether or not the claim or cloud is known to Plaintiffs. Defendants' claims are without any
11 right whatsoever and such Defendants have no right, title, estate, lien, or interest whatsoever in
12 the Easement, except to the extent said Defendants are the owners of the fee title to, or the
13 holders of a security interest encumbering the servient tenement.

14 19. Plaintiffs seek to quiet title to the easement as of the date determined in this
15 proceeding or five (5) years from the date Plaintiffs' or their predecessors actual, continuous,
16 open, exclusive, hostile, and adverse possession use of the Easement commenced many years
17 ago.

18 **THIRD CAUSE OF ACTION**
19 **(Declaratory Relief)**

20 20. Plaintiffs reallege and incorporate by reference paragraphs 1 through 19 of this
21 Complaint as though fully set forth herein.

22 21. An actual controversy has arisen and now exists between Plaintiffs and
23 Defendants concerning Plaintiffs' right to the continued use and enjoyment of a portion of
24 their side yard located on Defendants' property.

25 22. Plaintiffs desire a judicial determination of the parties' respective rights and
26 duties relative to the easement claims. A judicial declaration is necessary and appropriate at
27 this time under the circumstances, in order that Plaintiffs may ascertain their rights and duties
28 and obtain a fair and just adjudication of the dispute.

**FOURTH CAUSE OF ACTION
(Injunctive Relief)**

1
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3 23. Plaintiffs reallege and incorporate by reference paragraphs 1 through 22 of this
4 Complaint as though fully set forth herein.

5 24. Plaintiffs seek an injunction enjoining Defendants from removing the fence as
6 doing so would interfere with Plaintiffs' use of the property in the same manner as they have
7 been using it since their purchase of their property in March 2011 and which constitutes the
8 status quo. Plaintiffs are informed and believe, and on that basis allege, that unless Defendants
9 are restrained and enjoined by order of this Court, Defendants will engage in the above-
10 described acts.

11 25. A preliminary injunction is appropriate because Plaintiffs are likely to prevail
12 on the merits of their claim that they have an easement over the portions of the backyard on
13 Defendants' property as they currently exist.

14 26. A preliminary injunction would result in no harm to Defendants because it
15 would simply allow Plaintiffs to continue to use the area of the land in the same manner, with
16 the same frequency, and in the exact same location as it has been used for many years, thus
17 maintaining the status quo with regard to the easement.

18 27. Absent a preliminary injunction, Plaintiffs will suffer irreparable harm for
19 which there is no adequate remedy at law. Plaintiffs will lose valuable landscaping and an
20 access way to their property. Monetary damages provide no meaningful compensation for the
21 prolonged inconvenience and interference with Plaintiffs' lawful use of their property.

22 WHEREFORE, Plaintiffs pray for a judgment against Defendants, and each of them, as
23 follows:

- 24 1. For a judgment quieting title in Plaintiffs' favor that Plaintiffs are the owners of
25 property in question in fee and that Defendants, including the unknown
26 Defendants, have no interest in the land in question;
- 27 2. For a judicial declaration of the parties' rights and obligations relative to the
28 easement claims asserted in this action;

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- 3. For preliminary and permanent injunctive relief preventing Defendants from interfering with Plaintiffs' use of their easement on the driveway and in the backyard.
- 4. For costs of suit herein incurred;
- 5. For such other and further relief as the Court may deem just and proper.

PERRY, JOHNSON, ANDERSON, MILLER
& MOSKOWITZ, LLP



DATED: March 30, 2021

By: _____
LESLIE R. PERRY
MICHAEL G. MILLER
KELSEY L. O'ROURKE
Attorneys for Plaintiffs
ERIC LUCAS and TIFFANY LUCAS

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VERIFICATION

I, Tiffany Lucas, am one of the Plaintiffs in the above-entitled proceeding. I have read the foregoing Complaint and know the contents thereof. The same is true of my knowledge, except as to those matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: March 30, 2021


Tiffany Lucas

EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL TWO AS SHOWN UPON PARCEL MAP NO. 145 AS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON APRIL 21, 2004 IN BOOK 660 OF MAPS AT PAGES 43, 44 AND 45, SONOMA COUNTY RECORDS.

APN: 004-223-026

EXHIBIT B



2018051727

Official Records Of Sonoma County
William F. Rousseau
07/20/2018 10:17 AM
GENERAL PUBLIC



DEED 3 Pgs

Fee: \$20.00

PAID

RECORDING REQUESTED BY:
Vincent G. Whitesell and J. B. Whitesell

When Recorded Mail Document
and Tax Statement To:
Vincent G. Whitesell and J. B. Whitesell
623 D Clover Drive
Santa Rosa, CA 95401

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Property Address: 7760 Bodega Avenue,
Sebastopol, CA 95472
APN/Parcel ID(s): 060-230-067-000

Exempt from fee per GC 27388.1 (a) (2); recorded on Grantors/Grantees primary residence .

GRANT DEED

The undersigned grantor(s) declare(s)

- This transfer is exempt from the documentary transfer tax.
"This conveyance transfers an interest into or out of a Living Trust, R & T 11930."
 - The documentary transfer tax is \$ 0 and is computed on:
 - the full value of the interest or property conveyed.
 - the full value less the liens or encumbrances remaining thereon at the time of sale.
- The property is located in the **City of Sebastopol**.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Vincent G. Whitesell and J. B. Whitesell, husband and wife,

hereby GRANT(S) to Vincent G. Whitesell and J. B. Whitesell, Trustees of The Vincent G. Whitesell and J. B. Whitesell 1999 Trust, created June 11, 1999,

the following described real property in the City of Sebastopol, County of Sonoma, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: July 19, 2018

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Vincent G. Whitesell
 Vincent G. Whitesell

J. B. Whitesell
 J. B. Whitesell

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED

(continued)

APN/Parcel ID(s): 060-230-067-000

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sonoma

On July 19, 2018 before me, Conrad Fernandez, Notary Public,
(here insert name and title of the officer)

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

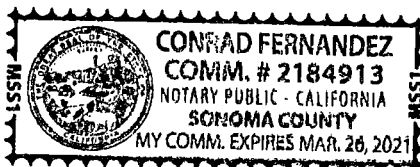
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

Signature

(Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 060-230-067-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SEBASTOPOL, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE STANDING ON THE BODEGA ROAD ON THE SOUTHEAST OF JOHN DOUGHERTY'S (SINCE OWNED BY A. CRAWFORD); RUNNING IN A NORTHERLY DIRECTION ABOUT 500 FEET TO A STAKE; THENCE EAST 20 FEET; THENCE IN A SOUTHERLY DIRECTION 436 FEET TO A STAKE ON THE BODEGA ROAD; THENCE WEST ON THE BODEGA ROAD ABOUT 260 FEET TO A STAKE, THE PLACE OF BEGINNING. SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 7, AS NUMBERED AND DESIGNATED UPON THE MAP ENTITLED, "FRUIT RANCH OF G.W. HUNTLEY", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY, CALIFORNIA, ON NOVEMBER 20, 1902, AND RECORDED IN BOOK 13 OF MAPS, AT PAGE 2; THENCE FROM SAID POINT OF COMMENCEMENT, EASTERLY, AND ALONG THE NORTHERLY LINE OF THE SEBASTOPOL-BODEGA ROAD, A DISTANCE OF 260 FEET, MORE OR LESS, TO THE SOUTHWESTERLY CORNER OF THE TRACT OF LAND CONVEYED BY JOHN M. HENDERSEN, BY DEED DATED DECEMBER 24, 1926, TO HAZEL HEBE HENDERSEN, HIS DAUGHTER, WHICH DEED WAS RECORDED NOVEMBER 23, 1928, IN LIBER 212 OF OFFICIAL RECORDS, PAGE 371, SONOMA COUNTY RECORDS; THENCE NORTHERLY ALONG THE WEST LINE OF SAID HENDERSEN LAND, A DISTANCE OF 436 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THAT TRACT CONVEYED BY LOUISE J. DOWS TO JOSEPHINE DOWS, ET AL, BY DEED DATED FEBRUARY 20, 1919, AND RECORDED DECEMBER 24, 1927, IN LIBER 185 OF OFFICIAL RECORDS, PAGE 364; THENCE WESTERLY, AND ALONG THE SOUTHERLY LINE OF THE SAID DOWS LAND, A DISTANCE OF 20 FEET TO THE EASTERLY LINE OF SAID LOT 7, OF HUNTLEY'S FRUIT RANCH: THENCE SOUTHWESTERLY, ALONG THE EASTERLY LINE OF SAID LOT 7, A DISTANCE OF 500 FEET, MORE OR LESS, TO THE POINT OF COMMENCEMENT .

MAIL TAX STATEMENTS AS DIRECTED ABOVE

SETTLEMENT AGREEMENT AND RELEASE
IN FULL OF ALL CLAIMS AND RIGHTS

I. PARTIES

This Settlement Agreement and Release in Full of All Claims and Rights (the "Agreement") is entered into as of June 9, 2021 (the "Effective Date"), between and among Vincent G. Whitesell and J.B. Whitesell, individually and as trustees of the Vincent G. Whitesell and J.B. Whitesell 1999 Trust (collectively, "Defendants"); Pacific West Communities, Inc., an Idaho corporation ("PWC") and Sebastopol Pacific Associates, a California Limited Partnership ("SPA," collectively with PWC, the "Pacific Parties" and, collectively with PWC and the Defendants, the "7760 Bodega Parties"), on the one hand, and Eric Lucas and Tiffany Lucas (collectively, the "Lucases"), on the other hand, herein collectively referred to as the "Parties," or individually as a "Party," and is made with respect to the following facts:

II. RECITALS

A. The Lucases are the owners of that certain property commonly known as 7710 Washington Avenue, Sebastopol, CA 95472, bearing APN 004-223-026 (the "Lucas Parcel").

B. The Defendants are the owners of that certain property commonly known as 7760 Bodega Avenue, Sebastopol, CA 95472, bearing APN 060-230-067-000 (the "7760 Bodega Parcel").

C. PWC is under contract to purchase the 7760 Bodega Parcel from the Defendants, acting as agent for, under contract with and as developer for SPA, which intends to construct apartments on the parcel. Accordingly, the Pacific Parties have acquired equitable interests in the 7760 Bodega Parcel, including the Disputed Area (as defined below). Pursuant to a separate agreement between Defendants and PWC, escrow for the sale of the 7760 Bodega Parcel is currently scheduled to close on or before June 11, 2021 (the "Upcoming Close of Escrow").

D. A dispute has arisen between the Parties regarding a 9' by 24' portion of the 7760 Bodega Parcel (the "Disputed Area"), which gave rise to a civil action filed by the Lucases in the Superior Court of California in and for the County of Sonoma (the "Court") against the Defendants, all parties claiming any legal or equitable interest in the Disputed Area and Does 1-100, Case No. SCV-268117 (the "Action"), in which the Lucases allege, among other things, that they are the legal owners of the Disputed Area. The 7760 Bodega Parties deny each and every allegation made by the Lucases in the Action.

E. In connection with the Action, the Lucases filed and recorded a *lis pendens* against the 7760 Bodega Parcel. A *lis pendens* was recorded in the Official Records of

Sonoma County as document number 2021042142 on April 5, 2021, and a corrected *lis pendens* was recorded as document number 2021042699 on April 6, 2021 (collectively, the “Lis Pendens”).

F. The 7760 Bodega Parties, on the one hand, and the Lucases, on the other hand, wish to fully and finally settle their respective rights and liabilities, and the Action, and fully and finally release any and all claims and rights that each has or may have against the other, and in order to effectuate such a settlement, the Parties hereby agree to equitably resolve any existing and/or potential disputes in connection therewith as follows:

III. TERMS OF AGREEMENT

BASED UPON THE FOREGOING RECITALS, AND IN EXCHANGE FOR THE TERMS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO, AND EACH OF THEM, AGREE AS FOLLOWS:

1. The Parties shall cooperate to complete the Defendants’ sale of the 7760 Bodega Parcel to PWC and facilitate the Upcoming Close of Escrow. Notwithstanding anything in this Agreement, PWC shall close escrow on the 7760 Bodega Parcel on or before June 11, 2021.

2. Promptly following the execution of this Agreement, the Lucases shall file a request for dismissal of the Action, with prejudice, and record a notice of release of the Lis Pendens.

3. The Lucases, at their sole cost and expense, shall process a lot-line adjustment and any other survey or entitlement work necessary to add the Disputed Area to the Lucas Parcel. The Lucases shall provide the 7760 Bodega Parties copies of all surveys performed and all entitlement submittals and shall process such survey and entitlement work as quickly as reasonably possible once commenced. The Lucases shall commence the survey work and prepare the application for the above-described lot-line adjustment only following the written request of PWC. It is understood and agreed that the above-described lot-line adjustment will conflict with certain entitlement applications being processed by PWC and that the lot-line adjustment application shall not be requested by PWC or submitted by the Lucases until after PWC has determined that said conflicts have been eliminated.

4. Promptly following close of escrow on the sale of the 7760 Bodega Parcel, PWC shall deed the Disputed Area to the Lucases by quitclaim deed in conjunction with their preparation and processing of the lot-line adjustment.

5. As a material component of the consideration given and received in connection with this Agreement, each of the Parties hereto agrees as follows:

The 7760 Bodega Parties, on the one hand, and the Lucases, on the other hand, for themselves, their agents, insurers, successors, heirs, beneficiaries and assigns, do hereby release and discharge each other, and their respective officers, directors, members, partners, joint venturers, representatives, heirs, beneficiaries, executors, administrators, agents, attorneys, employees, insurers, reinsurers and any of their predecessors, successors, and assigns of and from any and all claims, demands, debts, obligations, liabilities, costs, expenses, rights of action, causes of action, awards and judgments of any kind or character whatsoever arising in whole or in part prior to the date of this Agreement, or which may hereafter be claimed to arise in whole or in part out of any action, inaction, event or matter occurring prior to the date of this Agreement, all of which are hereinafter called, "Released Claims" as set forth below.

The Released Claims include, but are not limited to, any and all claims arising from or related to the Disputed Area, and/or any claims brought, or that could have been brought, in the Action, or any other claims that the Parties hereto had, have, or may have against each other prior to the Effective Date. "Released Claims" shall not include the performance of any Party under the Agreement.

Each of the Parties acknowledges and agrees that the Released Claims may include claims of any nature and kind whatsoever, whether known or unknown, suspected or unsuspected, and further acknowledges that they may be presently unknown or unsuspected, and may be based upon hereafter discovered facts different from, or in addition to, those which they now know, or believe to be true. Nevertheless, the Parties agree that the foregoing release shall be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof, and further hereby expressly waive any and all rights provided in California Civil Code section 1542 which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Each Party has been advised by his, her or its attorneys and understands and acknowledges that, *inter alia*, the significance and consequence of this waiver of California Civil Code Section 1542 is that even if such Party should eventually suffer additional damages arising out of the Released Claims, he, she or it will not be able to make any claim for those damages against the Parties being released. Furthermore, each Party acknowledges that he, she or it consciously intends that these consequences, even as to claims for damages which may exist as of the date of this release but which he, she or it does not know exists, and which, if known, would materially affect his, her or its decision to execute this release, and that all unknown damages are waived and released, regardless of whether the damages were unknown because of ignorance, oversight, error,

negligence, or any other cause. Nothing in this paragraph shall be construed as limiting the right of either Party to enforce the terms of this Agreement.

6. The parties understand and acknowledge that this is a compromise settlement without any admission of liability or error on the part of the Parties, or any of them.

7. The Parties hereby agree that this Agreement shall inure to the benefit of and all of its terms shall be binding upon their respective representatives, heirs, personal representatives, executors, administrators, assigns, families, partners, employees, officers, directors, shareholders, agents and successors in interest.

8. The Parties agree that any and all terms of this Agreement may be enforced pursuant to a motion brought under Code of Civil Procedure section 664.6, and that the Court may retain jurisdiction over this matter through the date that the request for dismissal with prejudice is filed pursuant to this Agreement.

9. Each of the Parties hereto shall do all acts and execute all documents necessary or reasonably convenient to effectuate the terms and provisions of this Agreement.

10. Each of the Parties agrees to bear its own attorneys' fees and costs associated with the Action.

11. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of California. If any civil action is filed to enforce or interpret any of the terms or provisions of this Agreement, or otherwise, the Parties agree that the appropriate venue shall be a state court of competent jurisdiction located in the County of Sonoma, State of California.

12. This Agreement and any other instrument specifically referred to herein constitute and contain the entire agreement and understanding between the Parties concerning the subject matter hereof. This instrument supersedes and replaces all prior negotiations, proposed agreements or agreements, whether written or oral. Each of the Parties acknowledges that no other Party or any agent or attorney of any party has made any promise, representation or warranty whatsoever, expressed or implied, written or oral, not contained herein concerning the subject matter hereof to induce the execution of this instrument and the other documents herein referred to. Each of the Parties further acknowledges that he or she has not executed this Agreement or any other document in reliance on any promise, representation or warranty not contained herein.

13. In any legal action or proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to recover all of its costs and expenses (including, but not limited to, reasonable attorney fees, court costs, witness and expert

witness fees and expenses, fees relating to alternative dispute resolution and others) incurred in connection with the action or proceeding.

14. If any provision of this Agreement is unenforceable, for any reason, the remaining provisions shall nevertheless be of full force and effect.

15. This Agreement may be modified only by a subsequent document in writing, signed by all Parties hereto.

16. This Agreement has been negotiated between and among the Parties and has been thoroughly reviewed by each Party. Each Party has had an opportunity to make such changes as that Party wished to make. Accordingly, the Parties agree that for purposes of interpreting this Agreement, no Party shall be deemed to have drafted this Agreement and each Party waives the rule of contract construction which provides that ambiguities in the contract shall be construed against the Party who drafted the Agreement or otherwise caused the ambiguity to exist. Parties expressly waive their rights under Civil Code section 1654.

17. The Parties hereto represent that they have carefully read this Agreement and that they fully understand the contents and legal effect thereof. The parties represent and acknowledge that, in entering into this Agreement, they were represented by independent counsel, accountants, appraisers and analysts or had the opportunity to be so represented and had full opportunity to confer with and seek the advice of same and that they enter into this Agreement without any reservation whatsoever. The Parties further represent that such attorneys have adequately explained to them the terms and conditions of this Agreement, and the legal ramifications and consequences thereof. To the extent any Parties have not consulted with an attorney or consultant of their choice, they have done so voluntarily, of their own free will and accord, and not as a result of any undue coercion or persuasion from any other Party.

18. The Parties hereto expressly represent that they have not relied upon any statements or representations made by any other Party to this Agreement, or by the representative, agent, or attorneys of any Party to this Agreement, other than with respect to such statements and representations which are expressly set forth in this Agreement.

19. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which shall constitute one single instrument. Where convenient for the Parties to do so, the signed signature pages may be digitally transmitted in PDF format by email. The Parties agree that their signatures, on any digital transmission thereof shall be fully binding upon them in the same manner as if the Parties had each signed the same original contract.

20. Each individual signing this Agreement on behalf of any corporation, partnership or limited liability company represents and warrants that he/she has the right, power, legal capacity and authority to enter into and perform each of the obligations

specified under this Agreement, and that no further approval or consent of any person, board of directors or entities is necessary for him/her to enter into and perform each of the obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands on the day or days and year written below.



Eric Lucas

DATED: June 10, 2021



Tiffany Lucas

DATED: June 10, 2021

Vincent G. Whitesell, individually

DATED: June __, 2021

J.B. Whitesell, individually

DATED: June __, 2021

Vincent G. Whitesell and J.B. Whitesell 1999 Trust

By: _____
Vincent G. Whitesell, Trustee

DATED: June __, 2021

By: _____
J.B. Whitesell, Trustee

DATED: June __, 2021

Pacific West Communities, Inc,
an Idaho corporation

DATED: June __, 2021

By: _____
Caleb Roope, President

Sebastopol Pacific Associates,
a California Limited Partnership

DATED: June __, 2021

By: TPC Holdings VII, LLC,
an Idaho limited liability company

By: _____
Caleb Roope, Manager

specified under this Agreement, and that no further approval or consent of any person, board of directors or entities is necessary for him/her to enter into and perform each of the obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands on the day or days and year written below.

Eric Lucas

DATED: June ___, 2021

Tiffany Lucas

DATED: June ___, 2021

Vincent G. Whitesell
Vincent G. Whitesell, individually

DATED: June 10, 2021

J.B. Whitesell
J.B. Whitesell, individually

DATED: June 10, 2021

Vincent G. Whitesell and J.B. Whitesell 1999 Trust
By: Vincent G. Whitesell trustee
Vincent G. Whitesell, Trustee

DATED: June 10, 2021

By: J.B. Whitesell trustee
J.B. Whitesell, Trustee

DATED: June 10, 2021

Pacific West Communities, Inc,
an Idaho corporation

DATED: June 10, 2021

By: Caleb Roope
Caleb Roope, President

Sebastopol Pacific Associates,
a California Limited Partnership

DATED: June 10, 2021

By: TPC Holdings VII, LLC,
an Idaho limited liability company

By: Caleb Roope
Caleb Roope, Manager