

City of Sebastopol Planning Commission Staff Report

Meeting Date: September 24, 2024

Agenda Item: 6A

<u>To</u>: Planning Commission

From: John Jay, Associate Planner

<u>Subject</u>: Conditional Use Permit Recommendation: Approval with conditions

<u>Applicant/Owner</u>: Kenneth Graham/PSG + Associates Management Inc.

File Number: 2024-033

Address: 7025 Corline Court

CEQA Status: Exempt

General Plan: Commercial Office (CO)
Zoning: Office Commercial (CO)

Introduction:

The applicant is requesting the approval of a Conditional Use Permit to allow the building at 7025 Corline Court to be used as a Large Community Care facility. As the project is located within the Office Commercial Zoning district, the Sebastopol Municipal Code requires a use permit approval from the Planning Commission.

Project Description:

The applicant is proposing to refurbish the current building to bring it up to building code and health and safety code but first the project needs to be approved for a conditional use permit. As noted in the application, the project proposes to introduce 70 beds within the current footprint which would provide services to patients who require subacute care and rehabilitation as well as non-acute medical and skilled nursing services, therapy, and social services under the supervision of a licensed nurse on a 24/7 basis. The application also mentions the possibility of providing residents with cognitive impairment to Alzheimer's or dementia. The applicant is also providing some exterior upgrades which include new driveway and parking pavement, landscaping and decorative fencing, water fountains, and wooden platforms that outlook the Laguna.

Project Location and Surrounding Land Uses:

The project is located in the southern part of Sebastopol and is surrounded by mostly Office Commercial uses. To the West of the site is a residential unit which abuts the Laguna De Santa Rosa. To the East is a Post Acute rehab facility Apple Valley. To the South is the Woodstone Village Planned Community and the Fairfield Hotel. To the North is a mixed office building with a variety of companies.

General Plan Consistency:

The General Plan designation for this project is Commercial/Office, which designates areas suitable for Commercial and Office spaces along major arterial roads. This land use also allows for residential uses.

- Goal CHW 2: Promote Convenient Access to Health Care for City Residents to a Wide Range of Healthcare Facilities, Community Health Centers, and Mental Health Care Facilities In and Around Sebastopol
- Policy CHW 2-2: Support existing health care services and encourage the location of new health care facilities and medical services providers in the City. Encourage new facilities to be located in areas that are readily accessible by pedestrians and bicyclists and served by transit.
- Policy CHW 2-6: Support health care facilities and services that assist underserved populations, including minorities, disabled persons, and the homeless community.
- Policy EV 5-2: Encourage the rehabilitation and retrofit of existing commercial, office, and industrial buildings to meet current market needs and code requirements.

Zoning Ordinance Consistency:

As stated in Table 17.25-1 of the Sebastopol Municipal code, Large Community Care facilities required a Conditional Use Permit within the Office Commercial Zoning district. Also a Community Care facility is defined as a facility, place or building which is maintained and operated to provide nonmedical residential care, day care, or home finding agency services for children, adults, or children and adults, including, but not limited to, the physically handicapped, mentally impaired, or incompetent persons, developmentally disabled, mentally disordered children and adults, court wards and dependents, neglected or emotionally disturbed children, alcohol- or drug-addicted children or adults, battered adults or children, and aged persons and serves 13 or more persons.

Required Findings:

Conditional Use Permit findings

- A. The proposed use is consistent with the General Plan and all applicable provisions of this title.
- B. The establishment, maintenance, and operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of such use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

Analysis:

Currently the building has been vacant for some time and has been subject to multiple break ins and vandalism on the site. As part of the application materials the site has been visited by the Sebastopol Police department on 81 separate calls for some sort of disturbance. On July 16, 2024 the Planning Department issued a Temporary use permit to allow a security trailer be on site so that the calls to the police department would hopefully slow down. During this time the applicant has also been working with the Building Department on the exterior modifications to better enhance the property while they were going through the use permit process. The site has

been approved by the Planning Commission in the past for a convalescence home in 2019 which was under permit number 2019-050. The project specifics are different from what was proposed this evening but overall, the community care facility use is still the same and as that permit has thus expired, the project must go through the formal approval process again. Staff is in support of the use here as it provides additional health services to the community of Sebastopol and can help alleviate any possibly overflowing from the Apple Valley center down the road.

Environmental Review:

The project is exempt from CEQA under Section 15301(a), which exempts "interior or exterior alterations involving such things as partitions, plumbing, and electrical conveyances" as the project proposed is to rehabilitate an existing care facility to one that would be operable.

City Departmental Comments:

The Planning Department circulated this project to the various city departments and they have provided their conditions of approval as part of the attached Exhibit B.

Public Comment:

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

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

OR

Public comments received as of this staff report are included in the Attachments to this staff report.

Recommendation:

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

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

Attachments:

Application Materials
Exhibit A – Findings of Approval
Exhibit B - Conditions of Approval
Exhibit C – Standard Conditions of Approval
Public Comment



City of Sebastopol

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

MASTER PLANNING APPLICATION FORM

APPLICATION TYPE

REVIEW/HEARING BODIES Staff/Admin Design Review/Tree Board Planning Commission City Council C	Yes 🗆 No
APPLICATION FOR Street Address: 7025 Cordine Ct. Present Use of Property: Care home APPLICANT INFORMATION Property Owner Name: P56 + Associates Mailing Address: 916 regary Ln, #17 City/State/ZIP; Pleasont Hill, CA 94523 Signature: Date: 7/10/24	
Street Address: 7025 (or line Ct. Assessor's Parcel No(s): 151-010-0 Present Use of Property: Care home Zoning/General Plan Designation: Co APPLICANT INFORMATION Property Owner Name: P56 + Associates Management Inc. Mailing Address: 91 Gregory In #17 Phone: 650-219-3441 City/State/ZIP* Pleason+ H:11, CD 94523 Email: P56 Con/Sult-link Co Signature: Date: 7/10/24	□ Other
Assessor's Parcel No(s): 151-010-0 Present Use of Property: Care home APPLICANT INFORMATION Property Owner Name: P56 + Associates Mongement Inc. Mailing Address: 91 Gregory In , #17 Phone: 650-219-3441 City/State/ZIP, Pleasont Hill, CA 94523 Email: P56 Consult link of Date: 7/10/24	
Present Use of Property: Care home APPLICANT INFORMATION Property Owner Name: P5G + Associates Management Inc. Mailing Address: 91 Gregory In , #17 City/State/ZIP, Pleasont H:11, CA 94523 Signature: Date: 7/10/24	
APPLICANT INFORMATION Property Owner Name: P56 + Associates Management Inc. Mailing Address: 91 Gregory Ln, #17 Phone: 650-219-3441 City/State/ZIP, Pleasont Hill, CA 94523 Email: P56 Con/Sult link of Date: 7/10/24	10-808
Property Owner Name: P56 + Associates Management Inc. Mailing Address: 91 Gregory Ln, #17 Phone: 650-219-3441 City/State/ZIP, Pleasont H:11, CA 94523 Email: P56 Con/Sultlink Constitution Date: 7/10/24	
Mailing Address: 91 Gregory Ln, #17 Phone: 650-219-3441 City/State/ZIP; Pleason+ H:11, CA 94523 Signature: Date: 7/10/24	ay a samula a samu
Mailing Address: 91 Gregory Ln, #17 City/State/ZIP, Pleasont H:11, CA 94523 Signature: Date: 7/10/24	
Signature: Psg consult link of Date: 7/10/24	
Signature: Date: 7/10/24	· CS. com
Authorized Agent/Applicant Name: Kennedh Craupa	***
Mailing Address: 91 Gregory Ln #17 Phone: 415-990-8381	
City/State/ZIP: Pleasant Hill CA 94523 Email: KRGC ELAWS.C.	om
Signature: 2 1/10/24	
Contact Name (If different from above): Phone/Email:	
estitute (ij digjatentijat	
PROJECT DESCRIPTION AND PERMITS REQUESTED (ATTACH ADDITIONAL PAGES IF NEEDED)	
Care home Decorative Fonce, Water foundains, Wooden deck entrance an	dream
CITY USE ONLY	
Fill out upon receipt: Action:	Action Date:
Application Date: Staff/Admin:	Date:
Planning File #: Planning Director:	Date: Date:
Received By: Fee(s): \$ Design Review/Tree Board: Planning Commission:	
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	CØ	Cø
Use	N/A		
Lot Size		50.529	50.529
Square Feet of Building/Structures (if multiple structures include all separately)		50,529 10,554	50,529
Floor Area Ratio (F.A.R)	FAR	FAR	FAR
Lot Coverage	% of lot sq. ft.	% of lot sq. ft.	% of lot sq. ft.
Parking		24	24
Building Height			
Number of Stories		1	1
Building Setbacks – Primary		Δ	
Front			
Secondary Front Yard (corner lots)			
Side – Interior			
Rear			
Building Setbacks – Accessory			
Front			
Secondary Front Yard (corner lots)			
Side – Interior			
Rear			
Special Setbacks (if applicable)			
Other ()			
Number of Residential Units	Duralling Unit(s)	Dwalling Unit/s)	Dwalling Unit/s)
	Dwelling Unit(s)	Dwelling Unit(s)	Dwelling Unit(s)
Residential Density	1 unit persq. ft.	1 unit persq. ft.	1 unit persq. ft.
Useable Open Space	sq. ft.	sq. ft.	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: cu. yds Cut: cu. yds. Fill: cu. yds. Off-Haul:cu. yds
Impervious Surface Area	N/A	% of lot	% of lot
impervious surface Area	14/74	sq. ft.	sq. ft.
Pervious Surface Area	N/A	% of lot	% of lot
	14/7	sq. ft.	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. <u>DEPOSIT ACCOUNT INFORMATION</u>: Rather than flat fees, some applications require a 'Deposit'. The initial deposit amount is based on typical processing costs. However, each application is different and will experience different costs. The City staff and City consultant time, in addition to other permit processing costs, (i.e., legal advertisements and copying costs are charged against the application deposit). If charges exceed the initial deposit, the applicant will receive billing from the City's Finance department. If at the end of the application process, charges are less than the deposit, the City Finance department will refund the remaining monies. Deposit accounts will be held open for up to 90 days after action or withdrawal for the City to complete any miscellaneous clean up items and to account for all project related costs.

9. NOTICE OF ORDINANCE/PLAN MODIFICATIONS: Pursuant to Government Code Section 65945(a), please indicate, by checking the boxes below, if you would like to receive a notice from the City of any proposal to adopt or amend any of the following plans or ordinances if the City determines that the proposal is reasonably related to your request for a development permit:

A general plan	A specific plan
An ordinance affecting building permits or grading permits	A zoning ordinance
Certification	
I, the undersigned owner of the subject property, have read this application for a deverabove and certify that the information, drawings and specifications herewith submitted knowledge and belief and are submitted under penalty of perjury. I hereby grant mem Review Board and City Staff admittance to the subject property as necessary for procesus. Property Owner's Signature: Date: The undersigned applicant, have read this application for a development permit and the information, drawings and specifications herewith submitted are true and correct are submitted under penalty of perjury.	and correct to the best of my subsers of the Planning Commission, Design essing of the project application. Lolary agree with all of the above and certify that
Applicant's Signature: When Date: 7/1	6 and shide by City laws and policies City

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 d	lescribe outread	ch efforts:	
	9		
		8	
: 6			5

Website Required for Major Projects

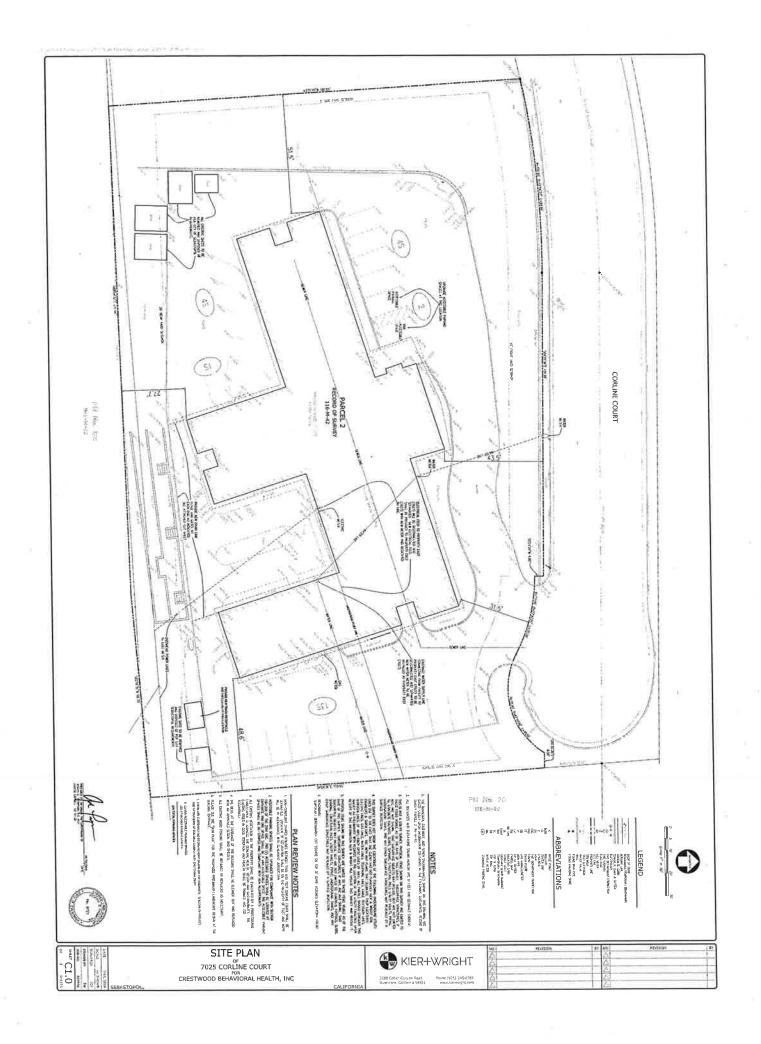
Applicants for major development projects (which involves proposed development of 10,000 square feet of new floor area or greater, or 15 or more dwelling units/lots), are required to create a project website in conjunction with submittal of an application for Planning approval (including but not limited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

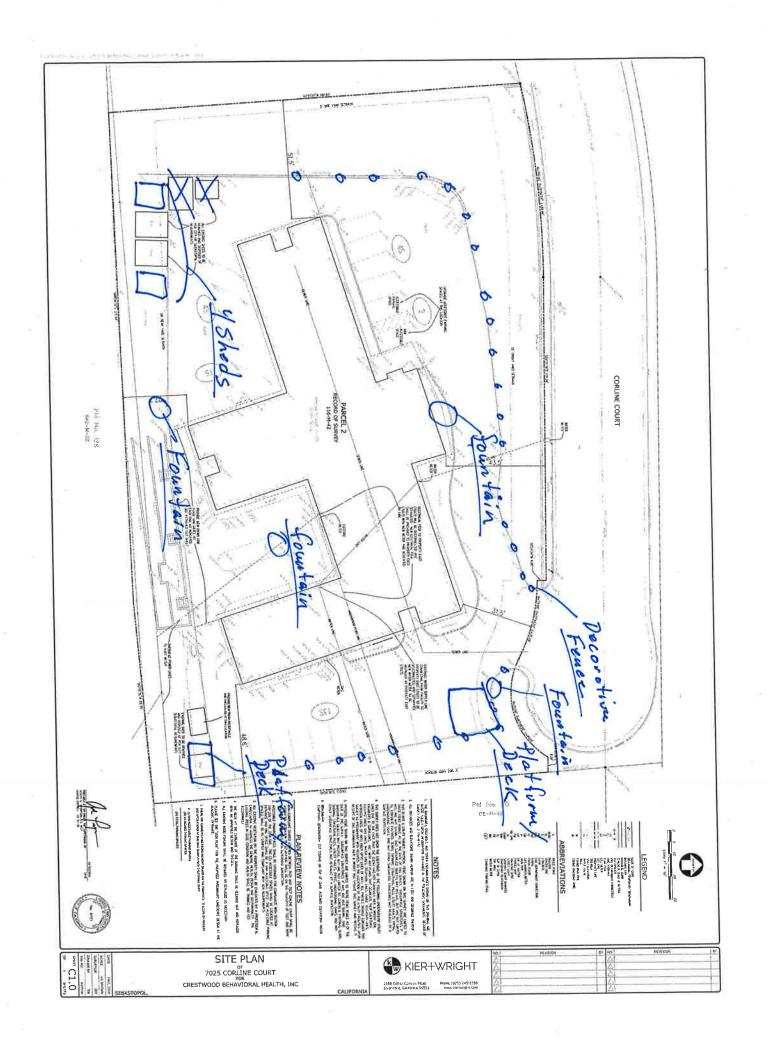
The website address shall be provided as part of the application. The website shall be maintained and updated, as needed until final discretionary approvals are obtained for the project.

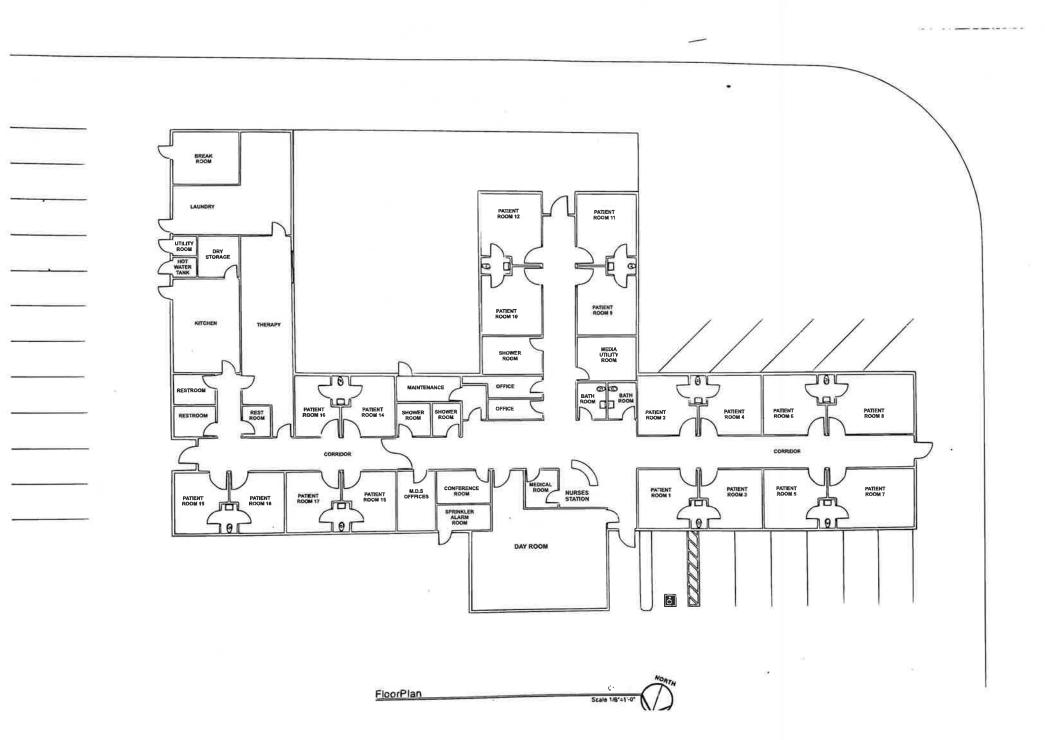
Such website shall include, at a minimum, the following information:

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

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SEBASTOPOL POLICE DEPARTMENT

6850 Laguna Park Way, Sebastopol, CA 95472

Telephone: (707) 829-4400 / Fax: (707) 829-0967 / City Hall: (707) 823-1153

Ronald Nelson Chief of Police

Kenneth Graham,

Here are some general stats of calls for service at 7025 Corline Ct Sebastopol, CA 95472 since January 01, 2024 – June 26, 2024.

Police Security Check: 64

Arrest/Citations: 6

Other: 11

81 calls for Service at 7025 Corline

If you have any questions, please let me know.

Amy Soria Records Manager Sebastopol Police Department 6850 Laguna Park Way Sebastopol, CA 95472 707-829-4400



7120 Bodega Avenue SEBASTOPOL, CA 95472

Receipt Number: PL24-00045

Temp Use.
Permit for
Security Trailer

Payer: PERLA GUTIERREZ

91 GREGORY LANE #17 PLEASANT HILL CA 94523 Cashier: Nzuzi Mahungu

Date: 06/27/2024

2024-028 TEMPORARY USE PERMIT 7025 C	ORLINE CT		
Fee Description	Fee Amount	Amount Paid	Fee Balance
Temporary Use (less than 6 months)-Initial Application	\$327.00	\$327.00	\$0.00
Technology Fee (% of fee)	\$22.89	\$22.89	\$0.00
*	\$349.89	\$349.89	\$0.00
	Total Paid:	\$349.89	

Payment Method	Reference	Payment Amount
CREDIT CARD	06560G	\$349.89
	Total Baid:	3/0 80

Page 1 of 1



City of Sebastopol

ENVIRONMENTAL/INFORMATION ASSESSMENT FORM

Application Checklist

(To be completed by applicant)

	Filed:
Gene	ral Information:
1.	Name of developer or project sponsor: Kenneth GRAHAM Address of developer or project sponsor:
2.	Address of project: 7025 Coriline Ct 151-D10-010-000 Assessor's Block and Lot Number: 151-D10-009-000
3.	Name of person to be contacted concerning this project:: Kenneth Graham Address of person to be contacted concerning this project: Telephone Number of person to be contacted concerning this project: 415-910-838/
4.	Indicate number of the permit application for the project to which this form pertains:
5.	List and describe any other related permits and other public approvals required for this project, including those required by City, Regional, State and Federal Agencies:
6.	Existing Zoning District: Existing General Plan Designation:
7	Propose Use of Site (Project for which this form is filed):

9. Square Footage:

- 10,554
- Number of floors of construction: 10.

Amount of off-street parking:

12. Attach plans

11.

- 13. Proposed scheduling
- Associated project 14.
- 15. Anticipated incremental development:
- If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of 16. household size expected.
- If commercial, indicate the type, whether neighborhood, city or regionally oriented, square footage of sales 17. area, and loading facilities.
- If industrial, indicate type, estimated employment per shift, and loading facilities. 18.
- If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading 19. facilities, and community benefits to be derived from the project.
- If the project involves a variance, conditional use or rezoning application, state this and indicate clearly 20. why the application is required.

Are the following items applicable to the project or its effects? Discuss below all items checked yes (attach additional sheets as necessary).

21.	Change in existing features of any bays, tidelands, beaches or hills, or	Yes	No
	substantial alternation of ground contour.		
22.	Change in scenic views or vistas from existing residential areas or public	Yes	No
	lands or roads.	0	P
23.	Change in pattern, scale or character of general area of project.	Yes	No
24.	Significant amounts of solid waste or litter.	Yes	No
21,	Digimilative and and of posts of the posts o		⊿
25.	Change in dust, ash, smoke, fumes or odors in vicinity.	Yes	No
25,	Change in data, and, one are, remained as easier as the same		A
26.	Change in ocean, bay, lake, stream or ground water quality or quantity, or	Yes	No
20.	alteration of existing drainage patterns.	0	<u>/</u>
27.	Substantial change in existing noise or vibration levels in the vicinity.	Yes	No
	~ · · · · · · · · · · · · · · · · · · ·		A
28.	Site on filled land or on slope of 10 percent or more.	Yes	No
20.			1

30.	Substantial change in demand for municipal services (police, fire, water, sewage, etc).	Yes	No 🗾
31,	Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc).	Yes	No 🔏
32.	Relationship to a larger project or series of projects.	Yes	No

Environmental Setting:

- Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site. Clearly show the views of and from the project, including neighboring development. Include a key map indicating where the pictures were taken from and in what direction they were taken. Label the pictures accordingly. It is often desirable to provide the City with a series of overlapping photographs of the surrounding neighborhood that show a panoramic view. Polaroids or digital photos on a CD are acceptable.
- 34. Describe the surrounding properties, including information on plant and animals and any cultural historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc), intensity of land use (one-family, apartment houses, shops, department stores, etc), and scale of development (height, frontage, setback, rear yard, etc). Attach photographs of the site. Snapshots or Polaroid photos will be accepted.

	YES	NO
A. Does the Project involve any of the following?		
1. No change in the square footage to the existing structure?	1	
2. An addition of more than 50% of square footage to the existing structure?		1.
3. An addition of more than 2500 square feet to the existing structure?		7
4. An addition of more than 10,000 square feet to the existing structure?		
5. Demolition of the existing structure?		/
	YES	NO
B. Does the Project involve the replacement or reconstruction of existing structures or facilities at the site which:		
1. Will have substantially the same purpose and capacity as existing structures at the site?	/	
2. Will result in an increase in square footage or capacity as compared to the existing structure?		1
onsting structure.	YES	NO
C. Does the Project involve new construction of:		
1. 35 or more dwelling units?		1
2. More than 15,000 square feet of commercial, industrial, governmental, or institutional floor area?		1
3. Stores, motels, offices, restaurants, and similar structures designed for an occupant load of more than 30 persons?		1
	YES	NO
D. Does the Project involve division of property into more than four parcels or consolidation of more than four parcels?		1

	YES	NO
E. Will the Project require issuance of a Variance, Use Permit, Zoning Ordinance Amendment, Zoning Map Amendment, or General Plan Amendment?	1	
10 Mc. •	智為自然	S Ir It I
	YES	NO
F. Will the Project result in a change in use at the site (for example: from residential to commercial or from office to restaurant?)		1
1001dOntitus to Octamications at 1111	YES	NO
G. Is this Project:		
1. Similar to the other projects for which you have received permits in the last two years in the City of Sebastopol?		1
2. Similar to other projects, which you are planning to develop within two years in the City of Sebastopol?		1
in the City of occusiopoli	YES	NO
H. Does the Project involve changes to an official City landmark?		/
	YES	NO
I. Does the Project involve use of disposal of potentially hazardous materials, such as toxic substances, flammables, or explosives?		/
such as torne suconances, resilination, in	YES	NO
J. If the Project is located within 500 feet of a residential zone or noise-sensitive land uses, will the construction of the project involve the use of pile driving, night time track hauling, blasting, 24 hour pumping, or other equipment that creates high noise levels and or vibrations?		/
ingli notos is , sio sias i	YES	NO
K. Does the Project involve the construction, substantial remodel, or 50% or more addition to the following types of uses?		
Mobile home, amphitheater, concert hall, auditorium, meeting hall, hospital, church, library, school classrooms, or day care?		1

I certify that the information in this ic	orm is correct to the best of my knowledge.	
Lun H West	7/10/24	
Applicant Signature	Date	
	. 1	
Certification:		
I hereby certify that the statements furnish required for this initial evaluation to the best represented are true and correct to the best	1/1/2-	information ation
Date:	Signature:	
	Printed Name: PERUA S. GUNEN	NEU
	Printed Name: PERUA S. GUNEN For: 186 & Aurustus Manu	igement, Inc
	•	



Property Location

Address: 7025 CORLINE CT

APN#: 151-010-009000

Tract: BAUM

Map Page/Grid: 403/ D5

Total Assessed Value: 1,741,716 Percent Improvement: 0.61

City: SEBASTOPOL

Zip: 95472-4520

County: Sonoma

Zone:

Residential Use Code:

Miscellaneous Census Tract: 1534.03

Legal Desc: 73 FORM 151-010-04 PT TO CTY ST OR 2639-598

Tax Amount: 19,860.80

Tax Year / Assessor Year: 2023 / 2023

Current Owner Information

PSG & ASSOCIATES MANAGEMENT **Current Owner:**

City, State, Zip: PLEASANT HILL, CA, 94523-4927

Last Transaction: 02/15/2024

Amount:

Owner Address: 91 GREGORY LN STE 17

Owner Occupied: No

Deed Type: grant deed/deed of trust

Document: 0000006865

Last Sale Information

Transferred From: COTTER, JAMES F

Recording / Sale Date: 06/30/2005 /

Most Recent Sale Price: 1,325,000

Document Number: 0000093972

Document Type: grant deed/deed of trust

Seller Address:

Prior Recording / Sale Date:

Prior Sale Price: Prior Document No.:

Prior Document Type:

Lender Information

Lender:

Loan Amount / 2nd Trust

Full/Partial: F

Loan Type: conventional

Physical Information

Building Area 10,554

Additional: 0

Garage: 0 First Floor: 0

Second Floor: 0 Third Floor: 0

Basement Finished: 0 Basement Unfinished: 0 # of Bedrooms: 0

of Bathrooms: 0.00 # of Stories: 0

Total Rooms: 0

of Units: 0

Fireplaces: 0 Pool/Spa:

Garage/Carport:

Roof Type:

Primary Material Unlisted / Construction/Quality:

Building Shape:

Lot Size Sqft /

Acreage: Year Built / Effective: 1970 / 0

Heating:

Cooling:

50,529 / 1.16

None

View:

RECORDING REQUESTED BY:

WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENTS TO:

PSG & Associates Management, Inc. 91 Gregory Lane, Suite 17 Pleasant Hill, CA 94523

MAIL TAX STATEMENTS AS DIRECTED ABOVE:

2024006865

Official Records Of Sonoma County Deva Marie Proto

02/15/2024 12:34 PM

Fee: \$ 104.00 2 Pages

CONFORMED COPY

GAYLIN M. STEPHENSON Notary Public - California Contra Costa County Commission # 2452627 My Comm. Expires Jul 8, 2027

	Not compared with Original	
Title Order No.: 2207361 AP#: 151-010-009-000 & 151-010-010-000	GRANT DEED	Escrow No.: 021567-NG
THE UNDERSIGNED GRANTOR(S) DECLARE	(S) ARY TRANSFER TAX	io \$0.00
[X] computed on full value of property conveyed [] computed on full value less value of liens or [] Unincorporated area [X] City of Sebastopo	l, or encumbrances remainin	[12일[1일] [12] [12] [12] [12] [12] [12] [12]
"This is a court-ordered conveyance or dec FOR A VALUABLE CONSIDERATION, receipt Prema P. Thekkek, Trustles of the Antony P. dated August 7, 2014.	of which is hereby acknow	Wiedged Antony P' Thekkek and
hereby GRANT(s) to: PSG & Associates Mana	agement, Inc.	
the real property in the City of Sebastopol, Cour LEGAL DESCRIPTION ATTACHED HERETO A Also Known as: 7025 Corline Court, Sebastop	AS EXHIBIT "A" AND M	California, described as: ADE A PART HEREOF
	The Antony P. Revocable Liv	Thekkek and Prema P. Thekkeking Trust dated August 7, 2014.
Dated February 9, 2024		k by Prema P Theklick attorney
	By:Antony P.	Thekkek, Trustee
	fine	Pohle
	By:Prema P. T	hekkek, Trustee
A notary public or other officer completing this certifi which this certificate is attached, and not the truthful	icate verifies only the ident Iness, accuracy, or validity	ity of the individual who signed the document to of that document.
STATE OF CALIFORNIA COUNTY OF CONTROL	The W Seekers Parthe Care By Pre- hose name(s) is/are subscity(their authorized capacity(f which the person(s) acter	A Notary Public personally who proved to me on the ribed to the within instrument and acknowledged less), and that by his/her/their signature(s) on the description of the control of the

(Seal)

DOC #2019002841 Page 2 of 2

APN: 151-010-009-000 and 151-010-010-000

EXHIBIT A Legal Description

The land hereinafter referred to is situated in the City of Sebastopol, County of Sonoma, State of CA, and is described as follows:

Being a portion of lands of Baum, et al, as described in Book 1626 of Official Records, Page 606, Serial No. F-56706, Sonoma County Records, and being more particularly described as follows:

Commencing at the Southwest corner of sald lands, sald point being in the centerline of Gravenstein Highway; thence from said point of commencement and along the Southerly line of said lands North 88° 04' 35" East, 306.66 feet to the point of beginning; thence North 3° 35' 15" West, 180.69 feet to a 1/2" iron pipe and tag on the South line of Corline Court; thence along the South line of Corline Court in an Easterly direction on a curve to the right, through a delta angle of 13° 04' 24", with a radius of 370.99 feet, for a length of 84.65 feet, to a set 1/2" iron pipe and tag; thence South 89° 35' 36" East, 214.37 feet to a set railroad spike; thence South 4° 04' 36" East, 173.95 feet to a 1/2" iron pipe; thence South 85° 18' 35" West, 88.35 feet to a 1/2" iron pipe; thence South 88° 04' 35' West, 211.44 feet to the point of beginning.

Also being Parcel 2, as shown upon Record of Survey filed February 16, 1967 in the Office of the County Recorder of Sonoma County in Book 116 of Maps, Page 42, Sonoma County Records.

Excepting therefrom that portion as described in the Deed from Calvin C. Baker and Erma V. Baker, his wife, to the City of Sebastopol, a municipal corporation, dated June 23, 1972 and recorded June 23, 1972 in Book 2639 of Official Records, at Page 598, Serial No. M-77871, Sonoma County Records.

APN: 151-010-009-000 APN: 151-010-010-000



Chrls Otten and Eric Richard Moore Title Officer

Stewart Title of California, Inc. 525 North Brand Blvd Glendale, CA 91203 Phone: (818) 649-5744 Fax: TeamLA@stewart.com

PRELIMINARY REPORT

Order No.:

2207361

Your File No.:

Buyer/Borrower Name: Thekkek Antony P Tr & Thekkek Prema P Tr

Seller Name:

Property Address: 7025 Corline Court, Sebastopol, CA 95472

In response to the above referenced application for a policy of title insurance, Stewart Title of California, Inc. 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 a defect, lien or encumbrance not shown or referred to as an exception below or not excluded from coverage pursuant to the printed Schedules, Exclusions from Coverage, and Conditions of said policy forms.

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

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

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

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

Dated as of February 15, 2024 at 8:00AM

Update No. 2

When replying, please contact: Chris Otten and Eric Richard Moore, Title Officer

Stewart Title of California, Inc. 525 North Brand Blvd Glendale, CA 91203 (818) 649-5744 TeamLA@stewart.com

Order No.: 2207361 Preliminary Report Page 1 of 9

IF ANY DECLARATION, GOVERNING DOCUMENT (FOR EXAMPLE, COVENANT, CONDITION OR RESTRICTION) OR DEED IDENTIFIED AND/OR LINKED IN THIS TITLE PRODUCT CONTAINS ANY RESTRICTION BASED ON AGE, RACE COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, VETERAN OR MILITARY STATUS. GENETIC INFORMATION. NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID. AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE BY SUBMITTING A "RESTRICTIVE COVENANT MODIFICATION" FORM, TOGETHER WITH A COPY OF THE ATTACHED DOCUMENT WITH THE UNLAWFUL PROVISION REDACTED TO THE COUNTY RECORDER'S OFFICE. THE "RESTRICTIVE COVENANT MODIFICATION" FORM CAN BE OBTAINED FROM THE COUNTY RECORDER'S OFFICE AND MAY BE AVAILABLE ON ITS WEBSITE. THE FORM MAY ALSO BE AVAILABLE FROM THE PARTY THAT PROVIDED YOU WITH THIS DOCUMENT. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

PRELIMINARY REPORT

The form of Policy of Title Insurance c	ontemplated by this report	is:	
☐ Standard Coverage Owner's Policy			
☐ Extended Coverage Owner's Policy	· · · · · · · · · · · · · · · · · · ·		
☐ CLTA/ALTA Homeowners Policy		ž.	
☐ Standard Coverage Loan Policy			
☐ Short Form Residential Loan Policy		20	
	SCHEDULE A		
The estate or interest in the land here	inafter described or referre	d to covered by this repo	rt is:
FEE SIMPLE			
Title to said estate or interest at the da	ate hereof is vested in:	-	

PSG & Associates Managment, Inc. subject to Item No. 9, of Schedule B

Order No.: 2207361 Preliminary Report Page 3 of 9

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Sonoma, City of Sebastopol and described as follows:

Being a portion of lands of Baum, et al, as described in <u>Book 1626 of Official Records</u>, <u>Page 606</u>, <u>Serial No. F-56706</u>, Sonoma County Records, and being more particularly described as follows:

Commencing at the Southwest corner of said lands, sald point being in the centerline of Gravenstein Highway; thence from said point of commencement and along the Southerly line of said lands North 88° 04' 35" East, 306.66 feet to the point of beginning; thence North 3° 35' 15" West, 180.69 feet to a 1/2 iron pipe and tag on the South line of Corline Court; thence along the South line of Corline Court in an Easterly direction on a curve to the right, through a delta angle of 13° 04' 24", with a radius of 370.99 feet, for a length of 84.65 feet, to a set 1/2" iron pipe and tag; thence South 89° 35' 36" East, 214.37 feet to a set rallroad spike; thence South 4° 04' 36" East, 173.95 feet to a 1/2" iron pipe; thence South 85° 18' 35" West, 88.35 feet to a 1/2" iron pipe; thence South 88° 04' 35' West, 211.44 feet to the point of beginning.

Also being Parcel 2, as shown upon Record of Survey filed February 16, 1967 in the Office of the County Recorder of Sonoma County in <u>Book 116 of Maps, Page 42</u>, Sonoma County Records.

Excepting therefrom that portion as described in the Deed from Calvin C. Baker and Erma V. Baker, his wife, to the City of Sebastopol, a municipal corporation, dated June 23, 1972 and recorded June 23, 1972 in Book 2639 of Official Records, at Page 598, Serial No. M-77871, Sonoma County Records.

APN: 151-010-009-000, 151-010-010-000

(End of Legal Description)

THE MAP(S) CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCEL(S) SET OUT ON THE MAP(S) MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART TITLE OF CALIFORNIA, INC. AND STEWART TITLE GUARANTY COMPANY ASSUME NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAP(S).

Order No.: 2207361 Preliminary Report Page 4 of 9

SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

Taxes:

Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2024 - 2025.

General and special city and/or county taxes, including any personal property taxes, and any B. assessments collected with taxes, for the fiscal year 2023 - 2024:

1st Installment

: \$9.930.40

Status 1st

: Deliniquent

Delinquent Date

: December 11, 2023

Penalty 2nd Installment: : \$993.04

Status 2nd

: \$9,930.40 : Open

Parcel No.

: 151-010-009-000

Code Area/Tracer No.: 005001

C. Property taxes have been declared defaulted for non-payment of delinquent taxes for the fiscal year(s) 2023 for Parcel No. 151-010-009-000. Amounts due show as follows:

Amount: \$24,104.96; due by: February 29, 2024

Prior to recording, the final amounts due must be confirmed with tax collector.

General and special city and/or county taxes, including any personal property taxes, and any assessments collected with taxes, for the fiscal year 2023 - 2024:

1st Installment

: \$322.93

Status 1st

: Deliguent

Delinquent Date

: December 11, 2023

Penalty 2nd Installment: : \$32.29 : \$322.93

Status 2nd

: Open

Parcel No.

: 151-010-010-000

Code Area/Tracer No.: 005001

Property taxes have been declared defaulted for non-payment of delinquent taxes for the fiscal year(s) 2023 for Parcel No. 151-010-009-000. Amounts due show as follows:

Amount: \$827.18; due by: February 29, 2024

Prior to recording, the final amounts due must be confirmed with tax collector.

- The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.
- Taxes and/or assessments affecting the Land, if any, for community facility districts, including Mello Roos, which may exist by virtue of assessment maps or filed notices. These taxes and/or assessments are typically collected with the county taxes; however, sometimes they're removed and assessed and collected separately.

Exceptions:

Water rights, claims, or title to water, whether or not shown by the Public Records.

Order No.: 2207361 Prellminary Report Page 5 of 9

- 2. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
- 3. Easement and rights incidental thereto for road and public utilities to Calvin C. Baker and Erma V. Baker his wife, as set forth in a document recorded July 7, 1966 in Book 2219 Page 89 of Official Records.
- Matters as shown on the Record of Survey Map in <u>Book 116</u>, <u>Page 42</u>, of Maps which cites, among other things, the following:

 (1) public utility easement
- 5. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$2,250,000.00 Dated: January 2, 2019

Trustor: Antony P. Thekkek and Prema P. Thekkek, Trustees of the Antony P. Thekkek and

Prema P. Thekkek Revocable Living Trust dated August 7, 2014

Trustee: Stewart Title of California

Beneficiary: Aswad Properties, LLC, New Corp Five, LLC, Pensco Trust Company, LLC, Custodlan FBO Albert J. DeMartini Jr. Custody Only, Mark and Jami Grassl, husband and wife as community property, Hugh E. Westermeyer and Nancy E. Westermeyer, as co-Trustees of The Westermeyer Living Trust, U/A dated April 13, 2011, Kevin J. Van Voorhis Solo 401k Plan Trust #2, Robert and Sharon Waal, husband and wife as community property, John L. and Esta Loraine Regan, husband and wife as community property, Curt D. and Cathy D. Scheve, husband and wife as community property

Recorded: January 15, 2019 as Instrument No.2019002842 of Official Records.

- 6. Federal tax lien filed against Anthony P & Prema P Thekkek, in the amount of \$17,386,946.62 and other amounts due thereunder, recorded July 8, 2019 as Instrument No. 2019046493 of Official Records.
- 7. Abstract of Judgment recorded December 21, 2022 as Instrument No. <u>2022079939</u> of Official Records.

Debtor: Prema Thekkek and Antony Thekkek

Creditor: Golden State Palms, Inc., a California corporation

Amount: \$1,983,300.88 together with any other amounts due thereunder.

8. Pending court action / Notice of Lis Pendens recorded October 5, 2023 as Instrument No. 2023046310 of Official Records

Plaintiff: Antony P. Thekkek and Prema P. Thekkek et al

Defendant: Aswad Poperties, LLC a Caifornia limited liability company et al

Case/Docket No: 23CV00465

Any defect in, or invalidity of, title to the estate or interest set forth in Schedule A arising out of, or occasioned by, that certain conveyance from Antony P. Thekkek and Prema P. Thekkek, Trustees of the Antony P. Thekkek and Prema P. Thekkek Revocable Living Trust dated August 7, 2014 as grantor to PSG & Associates Managment, Inc., as grantee, recorded February 15, 2024 as Instrument No. 2024006865 of Official Records.

To remove this exception from Schedule B, Stewart Title Guaranty Company will require: (1) proof of the validity of this document prior to the Issuance of any policy of title insurance; (2) an affidavit, notarized in the current escrow office or any Stewart Title office; and (3) a statement of

Order No.: 2207361 Preliminary Report Page 6 of 9 information from Antony P. Thekkek and Prema P. Thekkek, Trustees of the Antony P. Thekkek and Prema P. Thekkek Revocable Living Trust dated August 7, 2014. The affidavit and statement of information are subject to review and management approval.

- 10. Any facts, rights, interests or claims which would be disclosed by an inspection of the Land.
- 11. Rights or claims of tenants in possession whether or not shown by the Public Records.

(End of Exceptions)

Order No.: 2207361 Preliminary Report Page 7 of 9

NOTES AND REQUIREMENTS

- A. If you have knowledge of any other transfers or conveyances, please contact your title officer immediately for further research and review. The only transfers or conveyances shown in the Public Records within 24 months of the date of this report are:
 - Antony P. Thekkek and Prema P. Thekkek, Trustees of the Antony P. Thekkek and Prema P. Thekkek Revocable Living Trust dated August 7, 2014 as grantor to PSG & Associates Managment, Inc., as grantee, recorded February 15, 2024 as Instrument No. 2024006865 of Official Records
- B. If an Owner's Policy of title insurance is requested, a CLTA Standard Coverage Owner's Policy will be issued unless instructed otherwise. If a different form of policy is desired, please contact your Title Officer.
- C. All Transactions Seller(s) and Buyer(s) or Borrowers are provided, as attachments, the document entitled "Acknowledgement of Receipt, Understanding and Approval of STG Privacy Notice for Stewart Title Companies and Stewart's Affiliated Business Arrangement Disclosure Statement" and the individually or similarly named documents, for review and acknowledgment prior to closing.
- D. All Transactions Buyer(s)/Seller(s)/Borrower(s) are provided the Preliminary Report for review and acknowledgment prior to closing. Buyer(s) approval shall include the Preliminary Report items that are to remain as exceptions to the title policy.
- E. All Transactions Seller(s)/Owner(s) shall submit for review, prior to closing, a completed Stewart Title Guaranty Company's Owner's Affidavit and Indemnity.
- F. There are no items in this preliminary report that will cause Stewart Title Guaranty Company to decline to attach the CLTA Endorsement Form 116 (or equivalent ALTA 22.1) or the CLTA Endorsement Form 116.01-06 (or equivalent ALTA 22-06), indicating that there is located a Commercial Structure known as 7025 Corline Court, Sebastopol, CA 95472.

Order No.: 2207361 Preliminary Report Page 8 of 9

CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

Order No.: 2207361 Preliminary Report Page 9 of 9

Procedures to Accompany the Restrictive Covenant Modification Form

The law prohibits unlawfully restrictive covenants based upon:

"...age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry... Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

As the individual holding or acquiring an interest in the property, you may have any unlawfully restrictive covenants "removed", which means "redacted."

To have the unlawfully restrictive covenant removed, you may prepare and submit to the county recorder's office, a "Restrictive Covenant Modification" form (RCM) together with a copy of the attached document with the unlawfully restrictive covenant redacted. This request must be submitted to the county recorder's office and must include your return address so the county recorder can notify you of the action taken by the county counsel.

The process at the county recorder's office is as follows:

 The county recorder takes the RCM with the redacted document and the original document attached and submits it to the county counsel for review to determine if, from a legal standpoint, the language was an unlawfully restrictive covenant and thus the redacted version should be indexed and recorded.

The county counsel shall inform the county recorder of his/her determination within a reasonable

amount of time, not to exceed three months from the date of your request.

If county counsel determined that the redacted language was unlawful then, once recorded, the
redacted document is the only one that effects the property and this modified document has the
same effective date as the original document.

If county counsel determined that the redacted language was not unlawful then county counsel will return the RCM package to the county recorder and the county recorder will advise the requestor that same the request has been denied and the redacted document has not been recorded.

 The modification document shall be indexed in the same manner as the original document and shall contain a recording reference to the original document.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO NAME **ADDRESS** STATE & ZIP APN NO. ESCROW NO. TITLE ORDER NO. RESTRICTIVE COVENANT MODIFICATION (Unlawfully Restrictive Covenant Modification Pursuant to Government Code Section 12956.2) have or are acquiring an ownership interest of record in the property located at that is covered by the document described below. The following reference document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing laws and is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive covenant as shown on and in book of the document recorded on _ page(s) records of County official or instrument number of the page , State of California. Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawful restrictive covenant redacted. This modification document shall be indexed in the same manner as the original document pursuant to subdivision (d) of Section 12956 of the Government. The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document. County Counsel, or their designee, pursuant to Government Code Section (Signature of Submitting Party) 12956.2, hereby states that it has been determined that the original document referenced above Does Not contain an Does (Printed Name) unlawful restriction and this modification may be recorded. (Signature of Submitting Party) County Counsel By: (Printed Name) Date:

EXHIBIT "A" LEGAL DESCRIPTION

Order No.: 2207361 Escrow No.: 2207361

The land referred to herein is situated in the State of California, County of Sonoma, City of Sebastopol and described as follows:

Being a portion of lands of Baum, et al, as described in <u>Book 1626 of Official Records</u>, <u>Page 606</u>, <u>Serial No. F-56706</u>, Sonoma County Records, and being more particularly described as follows:

Commencing at the Southwest corner of said lands, said point being in the centerline of Gravenstein Highway; thence from said point of commencement and along the Southerly line of said lands North 88° 04' 35" East, 306.66 feet to the point of beginning; thence North 3° 35' 15" West, 180.69 feet to a 1/2 iron pipe and tag on the South line of Corline Court; thence along the South line of Corline Court in an Easterly direction on a curve to the right, through a delta angle of 13° 04' 24", with a radius of 370.99 feet, for a length of 84.65 feet, to a set 1/2" iron pipe and tag; thence South 89° 35' 36" East, 214.37 feet to a set rallroad spike; thence South 4° 04' 36" East, 173.95 feet to a 1/2" iron pipe; thence South 85° 18' 35" West, 88.35 feet to a 1/2" iron pipe; thence South 88° 04' 35' West, 211.44 feet to the point of beginning.

Also being Parcel 2, as shown upon Record of Survey filed February 16, 1967 in the Office of the County Recorder of Sonoma County in <u>Book 116 of Maps, Page 42</u>, Sonoma County Records.

Excepting therefrom that portion as described in the Deed from Calvin C. Baker and Erma V. Baker, his wife, to the City of Sebastopol, a municipal corporation, dated June 23, 1972 and recorded June 23, 1972 in Book 2639 of Official Records, at Page 598, Serial No. M-77871, Sonoma County Records.

APN: 151-010-009-000, 151-010-010-000

(End of Legal Description)

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date:

December 15, 2023

File No.:

2207361

Property:

7025 Corline Court, Sebastopol, CA 95472

From:

Stewart Title of California, Inc.

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California, Inc.. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges \$400.00 to \$6,500.00	
Hazard Insurance		
Home Warranty	\$255.00 to \$ 780.00	
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50	

File No.: 2207361 Page 1 of 1

ACKNOWLEDGEMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE FOR STEWART TITLE COMPANIES AND AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

The undersigned hereby acknowledge receipt of the Stewart Title Guaranty Company Privacy Notice for Stewart Title Companies and the Affiliated Business Arrangement Disclosure Statement that apply to this transaction. The undersigned further acknowledge that he/she/they have received, read, understand and accept these documents in connection with the above described transaction.

The undersigned have received a copy of this acknowledgement as evidenced by the signature below.

Thekkek Antony F	P Tr &	Thekkek	Prema	P	T
Ву:					_

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

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

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding
 from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without
 knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason

of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the

records of such agency or by the public records.

 Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

Easements, liens or encumbrances, or claims thereof, not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)]

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

EXCLUSIONS FROM COVERAGE

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

a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:

the occupancy, use, or enjoyment of the Land;

ii. the character, dimensions, or location of any Improvement on the Land;

iii. the subdivision of land; or

iv. environmental remediation or protection.

any governmental forfeiture, police, regulatory, or national security power.

the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

Any defect, lien, encumbrance, adverse claim, or other matter:

created, suffered, assumed, or agreed to by the Insured Claimant;

b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

c. resulting in no loss or damage to the Insured Claimant;

d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or

e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:

a. fraudulent conveyance or fraudulent transfer;

b. voidable transfer under the Uniform Voidable Transactions Act; or

c. preferential transfer:

i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or

ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

- Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
- 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

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

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

PARTI

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

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

EXCLUSIONS FROM COVERAGE

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

- 1. a. any law, ordinance, permit, or governmental regulation (Including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - any governmental forfelture, police, or regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.

- 2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You pald consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
- 4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. In any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.

- 5. The fallure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
- 7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
- Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable
 after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
- 10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

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

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

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

55 (8)	Your Deductible Amount	Limit of Liability	
Covered Risk 16:	% of Policy Amount Shown in Schedule A or \$ (whichever is less)	\$	
Covered Risk 18:	% of Policy Amount Shown in Schedule A or \$ (whichever is less)	\$	
Covered Risk 19:	% of Policy Amount Shown in Schedule A or \$ (whichever is less)	\$	
Covered Risk 21:	% of Policy Amount Shown in Schedule A or \$ (whichever Is less)	\$	

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zonina:
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f, environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

Our Maximum Dollar

CLTA PRELIMINARY REPORT FORM, EXHIBIT A (Rev. 11-04-22)

- 2. The fallure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 3. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

·	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	% of Policy Amount Shown In Schedule A or \$ (whichever is less)	\$
Covered Risk 18:	% of Policy Amount Shown in Schedule A or \$ (whichever is less)	\$
Covered Risk 19:	% of Policy Amount Shown in Schedule A or \$ (whichever is less)	\$
Covered Risk 21:	% of Policy Amount Shown in Schedule A or \$ (whichever is less)	\$

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

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

a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:

i. the occupancy, use, or enjoyment of the Land;

ii. the character, dimensions, or location of any improvement on the Land;

iii. the subdivision of land; or

iv. environmental remediation or protection.

- b. any governmental forfeiture, police, regulatory, or national security power.
- the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:

a. created, suffered, assumed, or agreed to by the Insured Claimant;

b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

c. resulting in no loss or damage to the Insured Claimant;

d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or

e. resulting In loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:

a. fraudulent conveyance or fraudulent transfer;

b. voidable transfer under the Uniform Voidable Transactions Act; or

c. preferential transfer:

i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or

ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy, Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

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

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

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

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or
 assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or
 assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.

4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.

- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

 (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(i) the occupancy, use, or enjoyment of the Land;

(ii) the character, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of land; or

(lv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE

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

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

- . (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.

- 4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date_of Policy.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the Issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

File No.: 2207361

AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

File No.: 2207361

OWNER'S AFFIDAVIT AND INDEMNITY

Order No.: 2207361

Address/Location: 7025 Corline Court, Sebastopol, CA 95472

APN: 151-010-009-000, 151-010-010-000

In connection with the request of the Undersigned ("Affiant") for the preparation and issuance of insurance, Affiant makes the following statements and representations for the benefit of, and reliance by, title insurer STEWART TITLE GUARANTY COMPANY, and its policy issuing agent STEWART TITLE OF CALIFORNIA, INC. (collectively hereafter referred to as "TITLE"):

1.	Affiant owns and holds title to the land described in Schedule A of the Preliminary Report or Commitment issued in connection with the above referenced Order Number (the "Land").					
2.	The Affiant's ownership and/or possession of the Land has been peaceful and undisturbed, and title thereto has never been disputed, questioned or rejected, nor has the issuance of title insurance ever been refused, except as follows: (If none, please state "none")					
3.	Other than the Affiant, there are no parties entitled to possession of the Land other than the following: (If none, please state "none")					
4.	There are no leases, licenses, options, rights of first refusal, or contracts to sell, affecting the Land, or any parties currently in possession, of the Land, except the following: (If none, please state "none")					
5.	 All assessments by a management company or owners' association, or for common area or but maintenance, if any, are paid current or are not yet due and payable except for the following. (If replease state "none") 					
6.	There are no pending contemplated repairs/improvements to the Land, except the following: (If none, please state "none)					
7.	There has been no construction, building materials, repairs, improvements, or remodeling performed, provided, furnished or delivered within the last 12 months, except as follows: (If none, please state "none")					
	This work performed, as detailed above, was completed on (date of completion).					

- 8. Affiant is not aware of the existence of any of the following:
 - a. Improvements, including fences, encroaching into any easements on the Land, or over any boundary lines of the Land.

b. Adjoining property improvements encroaching onto the Land.

- c. Liens against the Land and/or judgments or tax liens against Affiant or any other property owner currently in title, except those described in the Preliminary Report or Commitment issued in connection with the above referenced Order Number.
- d. Outstanding claims or persons entitled to claims for mechanics' or materialman llens against the Land.
- e. Pending repairs/improvements to any adjacent street(s) or any assessments related to road maintenance
- f. Any pending litigation involving the Land, the Afflant or any other property owner currently in title.
- g. Recent improvements completed or being made to any common area(s) located within the subdivision in which the Land is located.
- h. Violations of building permits, zoning laws or recorded covenants, conditions and/or restrictions imposed on the Land.

i. Any pending assessments for Community Facility Districts.

j. Any new, pending or existing obligation or loan including any home improvements on the Land pursuant to the PACE or HERO program, or any other similar type program.

Order No.: 2207361 Owners Affidavit and Indemnity CA

- k. Any unrecorded or recorded easements, covenants, conditions, or restrictions affecting the Land, other than those listed in the Preliminary Report or Title Commitment.
- I. Any use of the property for the production, sale, warehousing or transporting of fresh fruits, vegetables, livestock or poultry (e.g., supermarkets, restaurants, wineries, breweries and meat packing plants).

With regard to 8a.-8l, except as follows: (If none, please state "none")

- 9. No proceedings in bankruptcy or receivership have been instituted or filed by, or against, the Affiant or any other property owner currently in title.
- 10. There are no unpaid taxes, assessments or utility type bills including but not limited to bills for water, sewer, hazardous waste, recycling, storm drain and/or rubbish and there are no liens related to such utilities from or on the Land, with the exception of the following: (If none, please state "none")
- 11. There are no financial obligations secured by trust deeds, mortgages, financing statements, vendor's liens, security agreements or otherwise, against the Land, except as set forth in the Preliminary Report, proforma and/or Commitment, and as set forth below: (If none, please state "none")

<u>Creditor</u>			Approximate Balance
		ž.	
		-	

- 12. There has been no harvesting or production of any oil, gas, geothermal materials or other minerals from or on the Land and there are no oil, gas, geothermal and/or mineral leases, licenses, options, rights of first refusal, and/or contracts to sell, affecting the mineral rights associated with the Land, or other parties currently in possession, of the mineral rights on the Land, except the following: (If none, please state "none")
- 13. Other than the Affiant, there are no other parties currently in possession of the Land, including but not limited to, any possessory interest associated with the harvesting of any oil, gas, geothermal materials or other minerals, except the following: (If none, please state "none")
- 14. Affiant has not executed and will not execute any documents or instruments related to the title to, or interest in, the Land prior to the recordation of the documents in this transaction.
- 15. By signing below, Affiant agrees to cooperate with TITLE and, upon request from TITLE, to promptly provide and/or execute, any corrective or curative information or documentation requested.

This is a sworn affidavit and is made for the purpose of inducing TITLE to provide certain insurance coverage to a purchaser and/or lender, and the representations contained herein are material to such insurance coverage. The undersigned hereby indemnifies and holds Stewart Title Guaranty Company and its policy issuing agent identified above harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain under its policies of title insurance or commitments to the extent any representation contained herein is incorrect. The undersigned understands that TITLE may decide not to provide the requested title insurance despite the information and affirmations contained herein.

PLEASE READ, COMPLETE AND RESPOND TO ALL STATEMENTS CONTAINED IN THIS OWNER'S AFFIDAVIT AND INDEMNITY BEFORE SIGNING IN THE PRESENCE OF A NOTARY PUBLIC. THE NOTARY PUBLIC WILL EXECUTE THE ACKNOWLEDGMENT ON THE FOLLOWING PAGE. HOWEVER, IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD SEEK THE ASSISTANCE OF YOUR INDEPENDENT FINANCIAL AND/OR LEGAL ADVISOR BEFORE SIGNING.

Order No.: 2207361

Thekkek Antony P Tr & Thekkek Prema P Tr		
Ву:		
A notary public or other officer completing this certificate verifies only to which this certificate is attached and not the truthfulness, accuracy		o signed the document
State of California)) ss. County of)		
Subscribed and sworn to (or affirmed) before me on this		, 20, by , proved to me on
the basis of satisfactory evidence to be the person(s) who appe	eared before me.	
Notary Signature		a

STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Billey Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal Information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

- 1. Identifiers: Real name, allas, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
- 2. Demographic Information: Marital status, gender, date of birth.
- 3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

- 1. Publicly available information from government records.
- 2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
- 3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

- 1. To provide products and services to you in connection with a transaction.
- 2. To improve our products and services.
- 3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all
 our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal
 information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal Information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affillated and subsidiary companies.
- Parties Involved in Iltigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Email:

Toll Free at 1-866-571-9270 Privacyrequest@stewart.com

File No.: 2207361

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Chief Compliance and Regulatory Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

Updated 08/24/2023

Effective Date: <u>January 1, 2020</u> Updated: <u>August 24, 2023</u>

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart.Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

- A. Identifiers. A real name, allas, postal address, unique personal identifier, online Identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- · From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the Information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- I. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- I. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

File No.: 2207361 Updated 08/24/2023

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffillated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entitles

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity

Category F: Non-public education Information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (Callfornia residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal Information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

- 1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- 2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- 3. Debug products to identify and repair errors that impair existing intended functionality.
- 4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- 5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics
 and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you
 previously provided informed consent.
- 7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- 8. Comply with a legal obligation.
- 9. Make other Internal and lawful uses of that information that are compatible with the context in which you provided it.

III. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

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v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

- Emailing us at OptOut@stewart.com; or
- 2. Visiting https://www.stewart.com/en/quick-links/ccpa-request.html

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a veriflable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

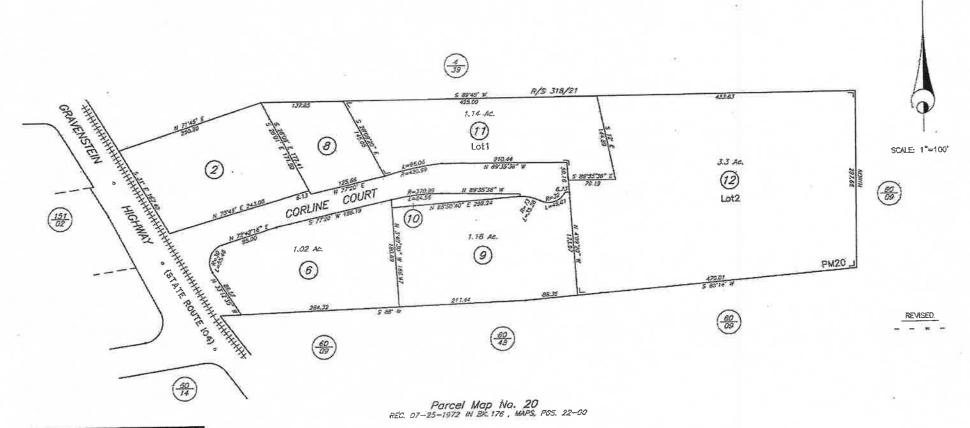
Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

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NOTE: This map was prepared for Assessment purposes only and does not indicate either panel legality or avaid building site. No liberality is assumed for the accuracy or the data celinated. The acrospes are bosed on the information supplied to the Assessor (i.e. recorded survey map recorded deeds, prior assessment inteps, etc.)

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

Assessor's Map Bk. 151, Pg. 01
Sonoma County, Calif. (ACAD)
KEY 6/13/08 UIL

Written Statement for Corline: SEBASTOPOL

The Corline is a Health Care Facility with an intent to license for 70 Beds+, located at 7025 Corline Court, Sebastopol, CA 95472. The building area is 10,554 with a lot size of 50,529 located at the Southwest corner of said lands, said point being in the centerline of Gravenstein Highway; thence from the said point of commencement and along the Southerly line of said lands North 88·04'35" East, 306.66 feet to the point of beginning; thence North 3·35' 15" West, 180.69 feet to a ½ iron pipe and tag on the South line of Corline Court; thence along the South line of Corline Court in an Easterly direction on a curve to the right, through a delta angle of 13·04'24", with a radius of 370.99 feet, for a length of 84.65 feet, to a set ½" iron pipe and tag; then South 89·35'36" East, 214.37 feet to a set railroad spike; then South 4·04'36" East, 173,95 fet to a ½ iron pipe; then South 85·18'35" West, 88.35 feet to a ½ iron pipe; thence South 88·04'35" West, 21144 feet to the point of beginning.

Health Care Facilities primary function is to provide medical, continuous nursing and other health and social services to patients who are not acute phase of illness requiring services in a hospital that requires a primary restorative or skilled or skilled nursing services on an inpatient basis above the level of intermediate or custodial care and reach a degree of functioning self care in a global essential healthcare that meets any and all licensing and/or certification standards set forth by the City of Sebastopol.

We are applying for a conditional use permit that will allow us operate a freestanding health care facility or a part of a hospital (1) to admit patients requiring subacute care and rehabilitation; (2) provides non-acute medical and skilled nursing care services, therapy and social services under a supervision of a license registered nurse on a 24/7 hour basis. The Corline may also have memory care that provides support to residents experiencing cognitive impairment to Alzheimer's or dementia.

We feel that the City of Sebastopol will benefit from our presence to bring jobs, care in a community setting as both place and as city's one of medical healthcare settings. Our focus is on healthcare resources, and community growth and well being in our area. Additionally, as advocates for regenerative care, and help raise awareness for a better health practices in our local community and continue help improve the community and the importance of these practices to global healthcare system.

In addition to the conditional use permit we are seeking, to include the following improvement a minor exterior work including parking driveway asphalt and landscaping a decorative fence, water fountains, wooden platform near entrance of the building overlooking valley and will provide a safer environment for guests walking area.

EXHIBIT A RECOMMENDED FINDINGS OF APPROVAL

Conditional Use Permit 7025 Corline Court APN 151-010-009, File 2024-033

- 1. The project is exempt from CEQA under Section 15301(a), which exempts "interior or exterior alterations involving such things as partitions, plumbing, and electrical conveyances" as the project proposed is to rehabilitate an existing care facility to one that would be operable.
- 2. That the project is consistent with the General Plan and the following policies
 - Goal CHW 2: Promote Convenient Access to Health Care for City Residents to a Wide Range of Healthcare Facilities, Community Health Centers, and Mental Health Care Facilities In and Around Sebastopol in that the project proposes to rehabilitate a vacant building to a community care facility.
 - Policy CHW 2-2: Support existing health care services and encourage the location
 of new health care facilities and medical services providers in the City. Encourage new
 facilities to be located in areas that are readily accessible by pedestrians and bicyclists
 and served by transit in that the project would increase the number of operable health
 care facilities within the city limits of Sebastopol.
 - Policy CHW 2-6: Support health care facilities and services that assist underserved populations, including minorities, disabled persons, and the homeless community in that the project would assist the aging community of Sebastopol and those with medical needs.
 - Policy EV 5-2: Encourage the rehabilitation and retrofit of existing commercial, office, and industrial buildings to meet current market needs and code requirements in that the renovation of the building would bring it up to current code and operational functionality.
- **3.** The use is consistent with Section 17.415.030 of the Sebastopol Zoning Ordinance, including the specific criteria of the following sections as described:
 - a. The proposed use is consistent with the General Plan and all applicable provisions of this title in that the large community care facility is an allowed use within the Office Commercial Zoning district with approval from the Planning Commission.
 - b. The establishment, maintenance, and operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of such use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City in that the use would not be detrimental to the neighborhood as conditioned the care facility will occupy a currently vacant building and provide health services to the residents of Sebastopol.

EXHIBIT B RECOMMENDED CONDITIONS OF APPROVAL

Conditional Use Permit 7025 Corline Court APN 151-010-009, File 2024-033

- 1. Plans and elevations shall be in substantial conformance with plans prepared by Kenneth Graham, and stamped received on July 16, 2024, and on file at the City of Sebastopol Planning Department, except as modified herein:
- 2. The applicant shall obtain a Building Permit prior to the commencement of construction activities.
- 3. The City of Sebastopol and its agents, officers and employees shall be defended, indemnified, and held harmless from any claim, action or proceedings against the City, or its agents, officers and employees to attach, set aside, void, or annul the approval of this application or the environmental determination which accompanies it, or which otherwise arises out of or in connection with the City's action on this application, including but not limited to, damages, costs, expenses, attorney's fees, or expert witness fees.
- 4. The Planning Director shall interpret applicable requirements in the event of any redundancy or conflict in the conditions of approval.
- 5. This approval does not include any signs. Any new signs that will identify the use of this property are subject to the prior approval of the Design Review Board or City staff, as appropriate.
- 6. Approval is valid for three (3) years, except that the applicant may request a one (1) year extension of this approval from the Planning Director, pursuant to Section 17.400.100 of the Zoning Ordinance.
- 7. The Use Permit shall be in effect unless it is abandoned or closed for 12 months or longer.
- 8. The Applicant shall provide a certified approved Backflow test report for all water connections on the property.
- 9. A fire inspection shall be conducted before the building is occupied.
- 10. The applicant shall install an ADA-compliant curb ramp at the westerly edge of the existing driveway entrance.
- 11. The applicant shall install a city-standard driveway approach with curb and gutter at the existing entrance to the site, to prevent continuation of damage to street pavement due to scour from storm runoff.
- 12. The applicant shall separate water services between the project site (7025 Corline Ct.) and the adjacent parcel (7027 Corline Ct.) by disconnecting water line at the common property line, and provide for the new, separate service for 7027 Corline Ct. to replace disconnection from 7025 Corline Ct.

- 13. All exterior detached sheds on the property shall be removed prior to final inspection.
- 14. A lot merger shall be completed prior to issuance of Certificate of Occupancy for the merger of APNs 151-010-009 and 151-010-010.
- 15. One bicycle parking space is required and shall be installed prior to the Certificate of Occupancy.
- 16. Sonoma County Environmental Health permit evaluation is required for food service provided to the clients. Applicant shall submit proof of valid Sonoma County Environmental Health permit to the Planning Department prior to commencement of operations of any food service at the site.
- 17. The operator shall maintain current emergency contact information with the Sebastopol Police Department at all times. The operator shall inform the Police and Planning Department of any security breaches.

EXHIBIT C STANDARD CONDITIONS OF APPROVAL

Conditional Use Permit 7025 Corline Court APN 151-010-009, File 2024-033

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

Planning Department Standard Conditions of Approval:

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

Engineering and Public Works Department Standard Conditions of Approval:

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

Fire Department. Standard Conditions of Approval:

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

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

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

Building Department Standard Conditions of Approval:

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

END OF STANDARD CONDITIONS OF APPROVAL