

AGENDA ITEM NUMBER 12

CITY OF SEBASTOPOL CITY COUNCIL  
MEETING OF: January 21, 2025

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**To:** Honorable Mayor and City Councilmembers  
**From:** City Attorney Alex Mog  
Mary Gourley, City Clerk  
**Subject:** Ratification of Agenda Items From the December 17, 2024 City Council Meeting

**Item Number 12**  
**Adoption of a Resolution approving the Final Map and Subdivision Improvements Agreement for the Canopy Subdivision located at 1009-1011 Gravenstein Highway North, APN 060-261-026 & 028(Property), and accepting the dedication of public easements for utilities, emergency vehicle access and public (pedestrian and bicycle) access (Responsible Department: Engineering)**

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**RECOMMENDATION:**  
That the City Council re-approve the Action Items from the December 17, 2024 City Council Meeting Due to an Alleged Brown Act Violation

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CITY OF SEBASTOPOL CITY COUNCIL  
AGENDA ITEM REPORT FOR MEETING OF: December 17, 2024

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**To:** Honorable Mayor and City Councilmembers  
**From:** Mario Landeros, Interim City Engineer  
**Subject:** Resolution Approving Final Map for the Canopy Subdivision, Approving Subdivision Improvements Agreement, and Accepting Public Easements for Utilities, Emergency Vehicle Access and Public Access

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**RECOMMENDATIONS:**

The item is to request Council adopt a resolution approving the Final Map and Subdivision Improvements Agreement for the Canopy Subdivision located at 1009-1011 Gravenstein Highway North, APN 060-261-026 & 028 (Property), and accepting the dedication of public easements for utilities, emergency vehicle access and public (pedestrian and bicycle) access.

**EXECUTIVE SUMMARY:**

Pursuant to City Council Resolution 6581-2024 that, in addition to approving various other entitlements, approved a Tentative Map (file number 2022-095) for Property owned by SEB, LLC, a California Limited Company (Owner). Owner has prepared a Final Map and Improvement Plans for The Canopy Subdivision and is requesting Council approval for subdividing Property, which currently is vacant, into two parcels. After subdividing Property is completed, the two resulting lots will accommodate an 80-unit townhome project known as “The Canopy” plus common areas, private open space, landscaped areas and parking.

**BACKGROUND AND DISCUSSION:**

On April 2, 2024, Council adopted Resolution 6581-2024 with Conditions of Approval for The Canopy, an 80-unit townhome development (the Project) located at 1009-1011 Gravenstein Highway North, APN 060-261-026 & 028 (Property). The Project involves residential development of the currently vacant approximately 6.1 acres site.

Owner has prepared Improvement Plans and Final Map, which includes offers of dedication of public easements within Property for public utility & emergency vehicle access and public (pedestrian and bicycle) access. A new public fire line for fire hydrants will loop through Property within public utility easements. Also, a portion of an existing public utility easement created by document number 2000-095819 within Property for a waterline that was never constructed, is noted on the Final Map and to be abandoned in accordance with the provisions of Government Code Section 66434(g). In addition, Owner has further secured off-site public easements within adjacent private property at 1003 Gravenstein Highway North, APN 060-261-029 (Adjacent Property), owned by H-1 Real Estate LLC, et al (Adjacent Owner), for continuation of public utility, emergency vehicle access, and pedestrian and bicycle access easements from the Project.

The Improvement Plans and Final Map for The Canopy Subdivision are completed and have been approved by the City Engineer. A Subdivision Improvements Agreement has been submitted by Owner with improvement securities (bonds) and insurance documentation.

**STAFF ANALYSIS:**

The Canopy Subdivision Final Map and Improvement Plans, as submitted, comply with the Conditions of Approval. Owner has provided a signed Subdivision Improvements Agreement with improvement securities (bonds) and insurance documentation stipulating to complete construction of required improvement within 24 months after final map has been filed for recordation. In addition, Owner has delivered a grant easement for all the offsite public easements for utilities, emergency vehicle access and public access within Adjacent Property, executed by Adjacent Owner.

Concerning the portion of existing public utility easement within Property, Owner has included written notation on the Final Map of easement portion to be abandoned by reference to the official record that created the easement (DN 2000-095819) and has omitted that portion of easement from the map. The filing of the map shall therefore constitute abandonment of that portion of public easement.

**COMMUNITY OUTREACH:**

This item has been noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to the scheduled meeting date.

**FISCAL IMPACT:**

There is no fiscal impact from this action.

**OPTIONS:**

No reasonable alternatives have been identified.

**ATTACHMENTS:**

- 1 - Resolution
- 2 – Final Map
- 3 – Signed Subdivision Improvements Agreement with securities and insurance documentation
- 4 – Executed Grant Easement

APPROVALS:

Department Head Approval: Approval Date: 11/26/24

CEQA Determination (Planning): Approval Date: 11/26/24

The proposed action is not a project under the California Environmental Quality Act (CEQA)

Administrative Services (Financial) Approval Date: 11/21/24

Costs authorized in City Approved Budget:  Yes  No  N/A

Account Code (f applicable) \_\_\_\_\_

City Attorney Approval: Approval Date: 12/6/24

City Manager Approval: Approval Date: 12/3/24

RESOLUTION NUMBER: 2024-\_\_\_

CITY OF SEBASTOPOL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL APPROVING THE FINAL MAP FOR THE CANOPY SUBDIVISION, 1009-1011 GRAVENSTEIN HIGHWAY NORTH, ACCEPTING PUBLIC EASEMENTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE IMPROVEMENT AGREEMENT

WHEREAS, the City Council of the City of Sebastopol on April 2, 2024, did adopt Resolution No. 6581-2024, approving the Tentative Major Subdivision Map for 1009-1011 Gravenstein Highway North (file number 2022-095), Sebastopol, California (APN 060-261-026 & 028), subject to certain conditions; and

WHEREAS, in these certain conditions is included the following requirements:

- The final map prepared by a licensed surveyor or civil engineer be submitted for the review and approval by the City Engineer.
- Dedication of public easements for public utility & emergency vehicle access and public (pedestrian and bicycle) access.
- Required improvements be completed prior to recording the final map or, alternatively an improvement agreement be recorded together with the final map and security therefore posted with the City, for completing the required construction within 24 months after recording the final map.

WHEREAS, Property Owner, SEB, LLC, a California Limited Company, (Owner) of 1009-1011 Gravenstein Highway North (Property) has submitted the Canopy Subdivision Final Map prepared by a licensed surveyor; and

WHEREAS, Owner has made an irrevocable offer of dedication of public easements within Property for public utility & emergency vehicle access and public (pedestrian and bicycle) access; and

WHEREAS, in addition, Owner has delivered grant public easements within adjacent private property at 1003 Gravenstein Highway North, APN 060-261-029 (Adjacent Property), executed by owner of Adjacent Property, H-1 Real Estate LLC, et al (Adjacent Owner), for off-site continuation of public utility, emergency vehicle access, and pedestrian and bicycle access easements; and

WHEREAS, Owner proposes to construct required improvements within 24 months after recordation of the Canopy Subdivision Final Map; and

WHEREAS, Owner has provided a signed Improvement Agreement and securities, stipulating to complete construction of required improvement within 24 months after recordation of the Canopy Subdivision Final Map; and

WHEREAS, a portion of existing public utility easement created by document number 2000-095819, Sonoma County Records, lying within Property for waterline never constructed, noted but not shown on the Final Map is to be abandoned in accordance with the provisions of Government Code Section 66434(g).

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby:

1. Approves the Canopy Subdivision Final Map, 1009-1011 Gravenstein Highway North for filing with the County Recorder.

- 2. Accepts the dedications of public easement within Property and off-site within Adjacent Property for public utility, emergency vehicle access, and pedestrian and bicycle access easements identified on the Finap Map.
- 3. Authorizes the City Manager to execute the proposed Improvement Agreement.
- 4. Affirms abandonment of a portion within Property of public waterline easement created by DN 2000-095819.

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 17<sup>th</sup> day of December 2024 by the following vote:

**VOTE:**

Ayes:

Noes:

Absent:

Abstain:

APPROVED: \_\_\_\_\_  
Stephen Zollman, Mayor

ATTEST: \_\_\_\_\_  
Mary Gourley, Assistant City Manager/City Clerk, MMC

Exhibit – The Canopy Subdivision Final Map

OWNER'S STATEMENT

I/We, the undersigned, hereby state that I/we am/are the owner(s) of or have some right, title or interest in and to the real property shown on this map entitled "The Canopy Subdivision"; that I/we am/are the only person(s) whose consent is necessary to pass clear title to said real property; and that we hereby consent to the preparation and recording of said map, and are all who are necessary to pass clear title to the land subdivided and shown hereon.

The real property described below and within the subdivision boundary is dedicated as non-exclusive easements for public purposes to the City of Sebastopol.

The area designated as Public Utility & Emergency Vehicle Access Easement.

The area designated as 8.00' Public Access Easement. The general public shall have rights to pick apples from trees adjacent to the Public Access Easement.

Owners: SEB, LLC

by Craig Atkins, it's manager

Date

NOTARY'S STATEMENT:

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

STATE OF CALIFORNIA COUNTY OF SONOMA

On \_\_\_\_\_, before me, \_\_\_\_\_ a Notary Public, personally appeared \_\_\_\_\_

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

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

Witness my hand and official seal.

Notary Public Signature

my Commission No. \_\_\_\_\_ my Commission Expires \_\_\_\_\_

CITY CLERK'S STATEMENT:

This is to certify that the City Council of the City of Sebastopol, State of California, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by resolution duly passed and entered in the minutes of said Council, did approve this Final Map, and did accept subject to installation and acceptance of improvements, on behalf of the public, all designated public easements shown thereon as dedicated to public use, and affirm abandonment a portion of the public waterline easement created by DN 2000-095819.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City Clerk, City of Sebastopol

COUNTY CLERK'S STATEMENT

I certify that all bonds, money or negotiable bonds required under the provisions of the Subdivision Map Act to secure payment for taxes and assessments have been filed with and approved by the County of Sonoma, namely bond(s) under Government Code Sections 66493(a) and 66493(c) in the sum of \$ \_\_\_\_\_ and \$ \_\_\_\_\_ respectively.

Dated: \_\_\_\_\_

Signed \_\_\_\_\_

Clerk of the Board of Supervisors County of Sonoma, State of California

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of City Ventures in June of 2024. I hereby state that this Parcel Map substantially conforms to the conditionally approved tentative map, if any, and that all monuments are of the character and occupy the positions indicated, and are sufficient to enable the survey to be retraced.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Aaron R. Smith, PLS 7901



TAX COLLECTOR'S STATEMENT

According to the records in the office of the undersigned, there are no liens against this subdivision, or any part thereof, for unpaid State, County, Municipal or local taxes or special assessments collected as taxes, except taxes or special assessments collected as taxes not yet payable. My estimate of taxes and special assessments collected as taxes and not yet payable is \$ \_\_\_\_\_. The land in said subdivision is not subject to a special assessment or bond which may be paid in full.

Security required pursuant to Government Code Sections 66493(a) and 66493(c) are hereby approved and accepted.

Dated: \_\_\_\_\_

Tax Collector County of Sonoma, State of California

CITY ENGINEER'S STATEMENT

I hereby state that the map of this subdivision was examined by me or under my direction; that it is substantially as it appears on the tentative map and any approved alterations thereof; that all provisions of the Subdivision Map Act as amended and of any local ordinances applicable at the time of approval of the tentative map have been complied with and I am satisfied that said map is technically correct.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Mario Landeros, R.C.E. 47511 City Engineer, City of Sebastopol

I, the undersigned, do hereby state that I have examined this map on behalf of the City of Sebastopol and I am satisfied that the survey data shown upon the map is technically correct.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Richard A. Maddock, P.L.S. 8131

RECORDER'S STATEMENT:

Filed this \_\_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_\_, \_\_\_\_\_ M. in Book \_\_\_\_\_ of Maps at Page(s) \_\_\_\_\_, at the request of the County Surveyor.

Recorder \_\_\_\_\_ Deputy \_\_\_\_\_

Fee Paid \_\_\_\_\_ Doc. No. \_\_\_\_\_

BASIS OF BEARINGS N 52°28'44" E

Being the bearing of the monumented southerly line as shown on that certain map titled "Record Of Survey" filed in Book 628 of Maps at Pages 40-41.

INCLUSIONARY HOUSING

This subdivision contains inclusionary units, which shall be more particularly described in, and subject to the requirements of, that certain Inclusionary Housing Agreement with the City of Sebastopol and compliance with City Code shall be met prior to issuance of building permits.

The Canopy Subdivision

A Division Of The Lands Of SEB, LLC, A California Limited Liability Company As Described By Deed Recorded Under Document Number 2020-101448, Sonoma County Records; Being A Portion Of The Lands Shown And Delineated On That "Record of Survey" Recorded November 20, 2001 In Book 628 Of Maps, At Pages 40-41, Sonoma County Records. City of Sebastopol, County Of Sonoma, State Of California

6.10 Acres (Total) Total Number of Lots: 2 File Number: 2022-095 Date: July 2024

adobe associates, inc. civil engineering | land surveying | wastewater 1220 N. Dutton, Ave., Santa Rosa, Ca. 95401 P (707) 541-2300; F (707) 541-2301

Job Number 22181-(Jaggs)

sheet 1 of 6

Fidelity National Title Company

Order No. FSNX-T02400376S-RV

Dated May 3, 2024

APN 060-261-026 & 028



# The Canopy Subdivision

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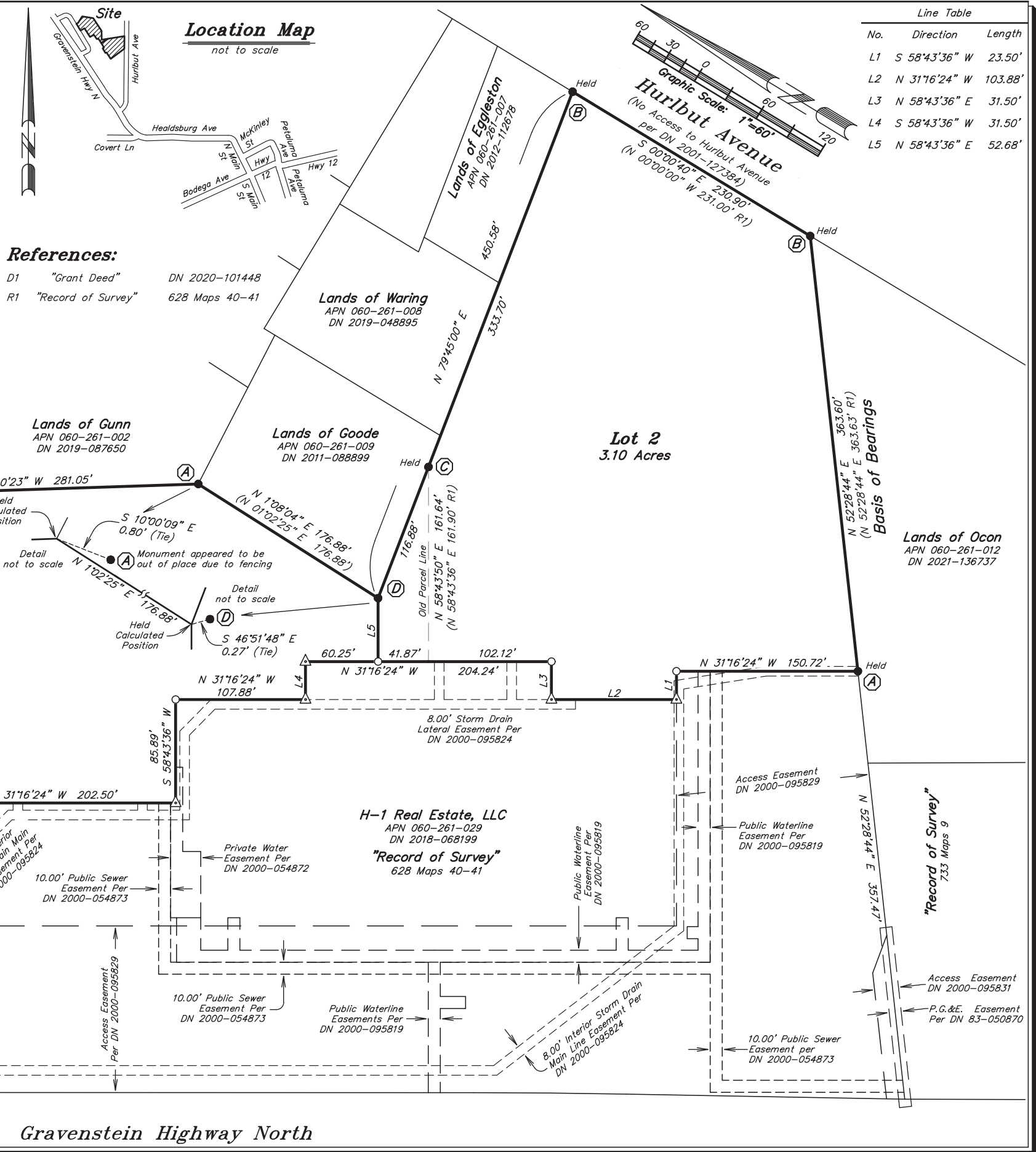
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sheet 2 of 6



**Legend:**

- Found Monument As Shown
- Set 3/4" Iron Pipe with Yellow Cap, PLS 7901
- △ Set 3/4" Brass Tag & Rivet, PLS 7901
- Exterior Boundary Line
- Adjoining Boundary Line
- - - Easement Line as noted
- ▨ P.U.E. - Public Utility Easement
- M & R Measured and Record
- OR/DN Official Records/Document Number
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- Distances Are Shown In Feet & Decimals Thereof
- Ties are perpendicular and/or radial, unless otherwise noted.

**Monument Table:**

- (A) Found 1/2" Iron Pipe with Plastic Cap, LS 4483
- (B) Found 1/2" Iron Pipe with Plastic Cap, LS 5143
- (C) Found 1/2" Iron Pipe, No Tag, In Fence Line
- (D) Found 3/4" Rebar & Flagging (Origin Unknown)
- (E) Found 1/2" Iron Pipe, No Tag, Bent, Set Nail At Point Of Rotation
- (F) Found 3/4" Iron Pipe with Plastic Cap, LS 3193

**Boundary Note:**

Bearings and distances of external boundaries are Record and Measured per that "Record of Survey" filed in 628 Maps 40-41 (R1), Sonoma County Records, unless otherwise shown.

Roadway, Access and Public Utility Easement Per DN 2017-004706

10.00' Storm Drain Main Line Easement Per DN 2000-095824  
 Access Easement Per DN 2000-095829

8.00' Interior Storm Drain Main Line Easement Per DN 2000-095824

10.00' Public Sewer Easement Per DN 2000-054873  
 Access Easement Per DN 2000-095829

Public Waterline Easements Per DN 2000-095819

8.00' Interior Storm Drain Main Line Easement Per DN 2000-095824

10.00' Public Sewer Easement per DN 2000-054873

Access Easement DN 2000-095831  
 P.G.&E. Easement Per DN 83-050870

Gravenstein Highway North

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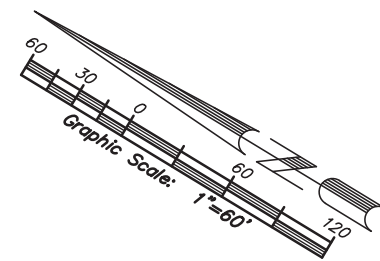
sheet 3 of 6

**References:**

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Line Table

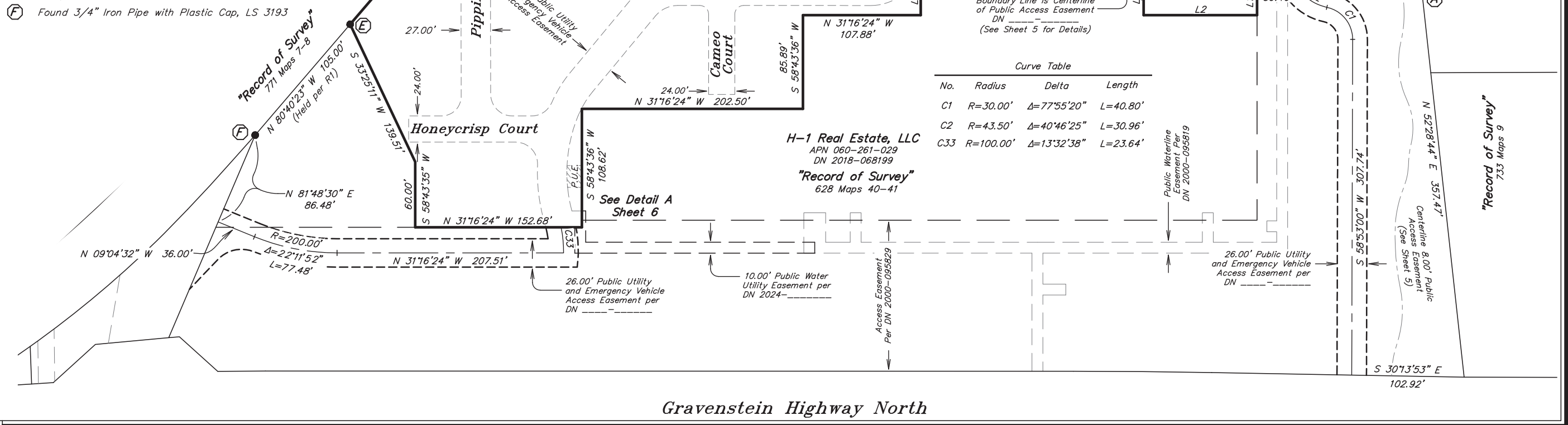
No.	Direction	Length
L1	S 58°43'36" W	23.50'
L2	N 31°16'24" W	103.88'
L3	N 58°43'36" E	31.50'
L4	S 58°43'36" W	31.50'
L5	N 58°43'36" E	52.68'

**Legend:**

- Found Monument As Shown
- Set 3/4" Iron Pipe with Yellow Cap, PLS 7901
- △ Set 3/4" Brass Tag & Rivet, PLS 7901
- Exterior Boundary Line
- Adjoining Boundary Line
- - - Easement Line as noted
- ▨ P.U.E. - Public Utility Easement
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**Monument Table:**

- (A) Found 1/2" Iron Pipe with Plastic Cap, LS 4483
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- (C) Found 1/2" Iron Pipe, No Tag, In Fence Line
- (D) Found 3/4" Rebar & Flagging (Origin Unknown)
- (E) Found 1/2" Iron Pipe, No Tag, Bent, Set Nail At Point Of Rotation
- (F) Found 3/4" Iron Pipe with Plastic Cap, LS 3193



Curve Table

No.	Radius	Delta	Length
C1	R=30.00'	Δ=77°55'20"	L=40.80'
C2	R=43.50'	Δ=40°46'25"	L=30.96'
C33	R=100.00'	Δ=13°32'38"	L=23.64'



# The Canopy Subdivision

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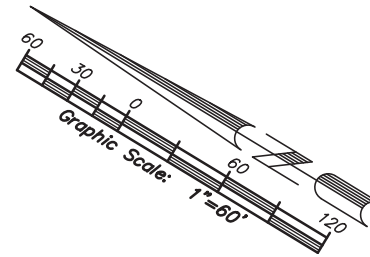
sheet 4 of 6

**References:**

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L3	N 58°43'36" E	31.50'
L4	S 58°43'36" W	31.50'
L5	N 58°43'36" E	52.68'
L12	N 58°43'36" E	95.00'
L13	N 58°43'36" E	85.47'

**Legend:**

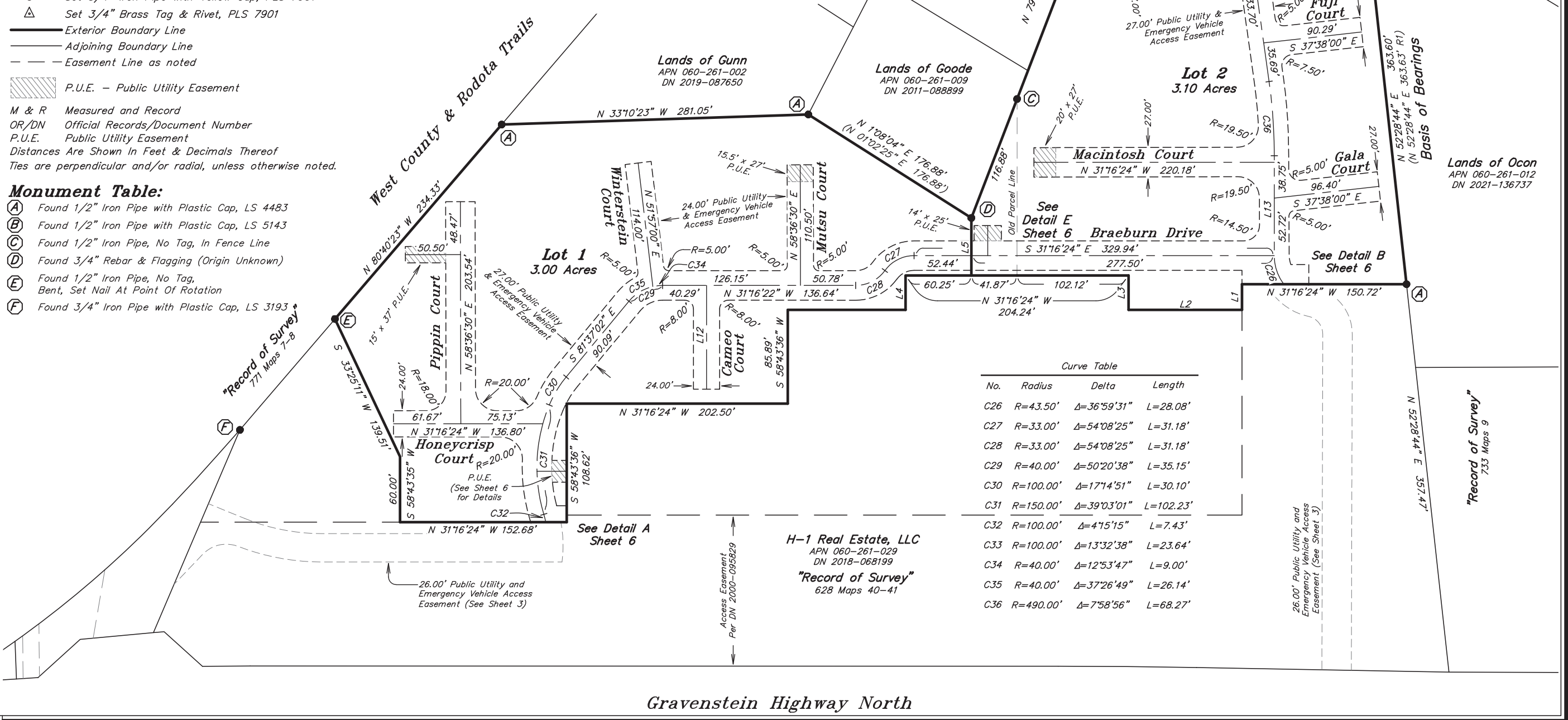
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- (E) Found 1/2" Iron Pipe, No Tag, Bent, Set Nail At Point Of Rotation
- (F) Found 3/4" Iron Pipe with Plastic Cap, LS 3193

Curve Table

No.	Radius	Delta	Length
C26	R=43.50'	Δ=36°59'31"	L=28.08'
C27	R=33.00'	Δ=54°08'25"	L=31.18'
C28	R=33.00'	Δ=54°08'25"	L=31.18'
C29	R=40.00'	Δ=50°20'38"	L=35.15'
C30	R=100.00'	Δ=17°14'51"	L=30.10'
C31	R=150.00'	Δ=39°03'01"	L=102.23'
C32	R=100.00'	Δ=4°15'15"	L=7.43'
C33	R=100.00'	Δ=13°32'38"	L=23.64'
C34	R=40.00'	Δ=12°53'47"	L=9.00'
C35	R=40.00'	Δ=37°26'49"	L=26.14'
C36	R=490.00'	Δ=7°58'56"	L=68.27'



Gravenstein Highway North

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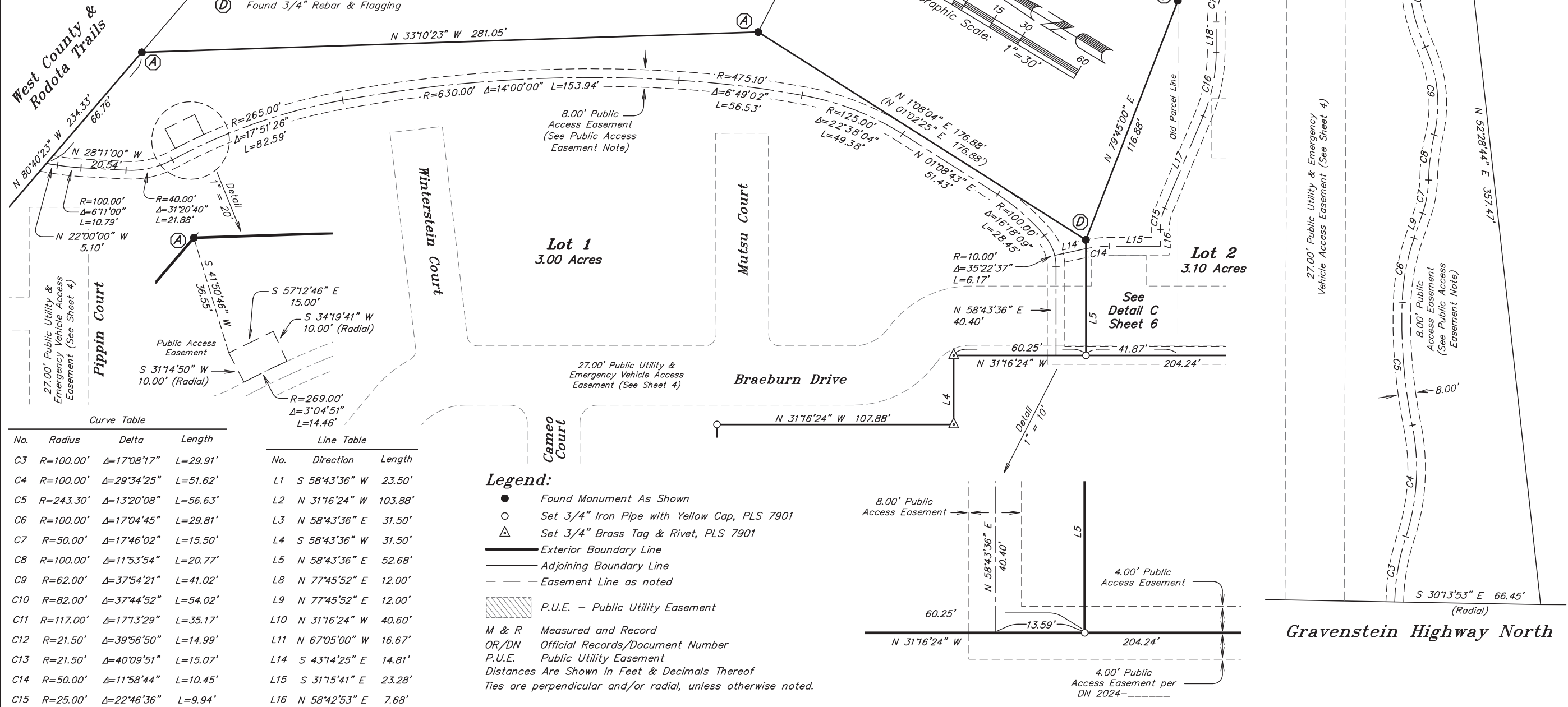
Job Number 22181-(Jaggs)

sheet 5 of 6

### Monument Table:

- (A) Found 1/2" Iron Pipe, LS 4483
- (C) Found 1/2" Iron Pipe, No Tag, In Fence Line
- (D) Found 3/4" Rebar & Flagging

**Public Access Easement Note:**  
 If the physical access path is constructed outside of the easement as located on this map then the location of the centerline of the Access Easement will shift to the physical centerline of the path.



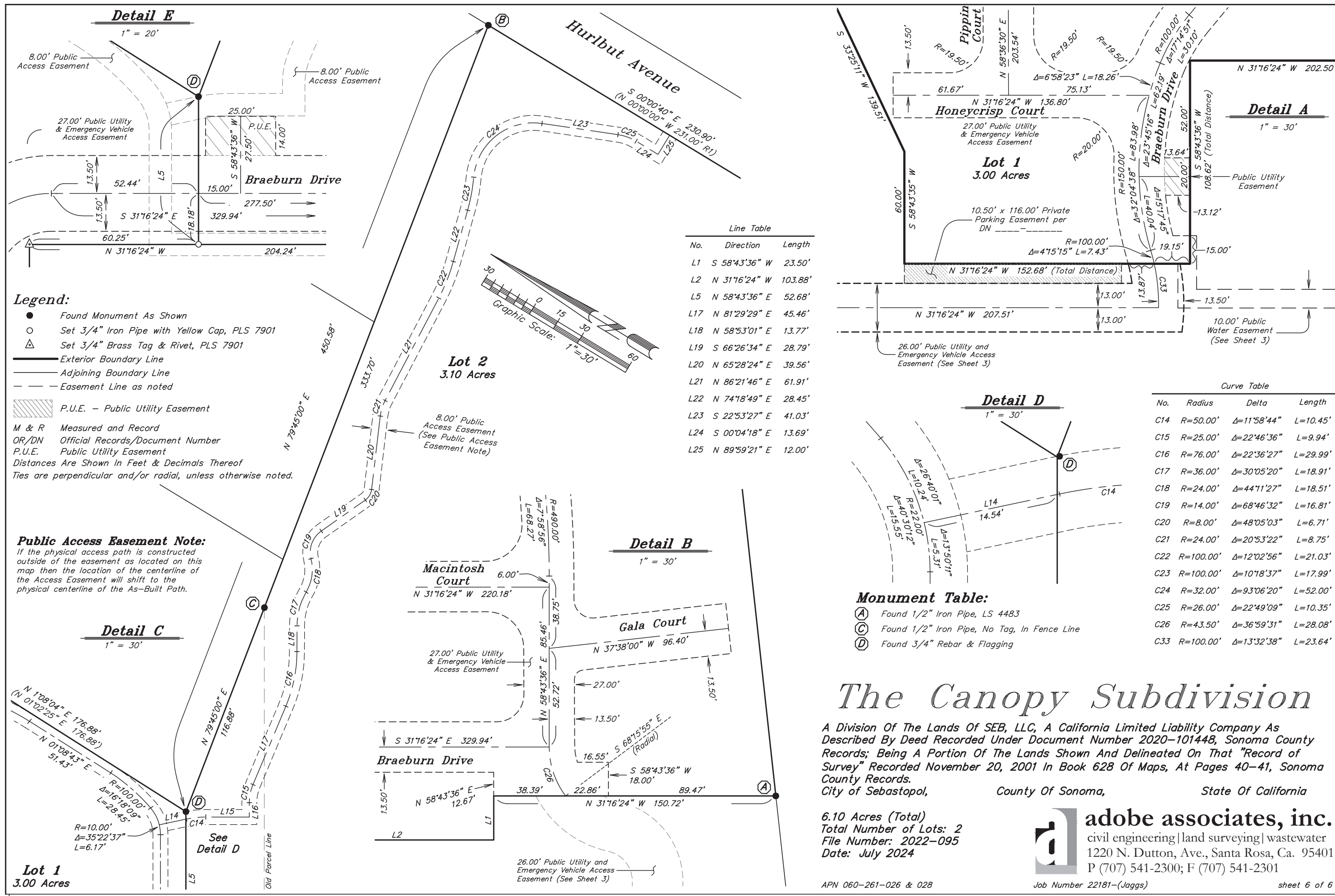
No.	Radius	Delta	Length
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C4	R=100.00'	Δ=29°34'25"	L=51.62'
C5	R=243.30'	Δ=13°20'08"	L=56.63'
C6	R=100.00'	Δ=17°04'45"	L=29.81'
C7	R=50.00'	Δ=17°46'02"	L=15.50'
C8	R=100.00'	Δ=11°53'54"	L=20.77'
C9	R=62.00'	Δ=37°54'21"	L=41.02'
C10	R=82.00'	Δ=37°44'52"	L=54.02'
C11	R=117.00'	Δ=17°13'29"	L=35.17'
C12	R=21.50'	Δ=39°56'50"	L=14.99'
C13	R=21.50'	Δ=40°09'51"	L=15.07'
C14	R=50.00'	Δ=11°58'44"	L=10.45'
C15	R=25.00'	Δ=22°46'36"	L=9.94'

No.	Direction	Length
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L5	N 58°43'36" E	52.68'
L8	N 77°45'52" E	12.00'
L9	N 77°45'52" E	12.00'
L10	N 31°16'24" W	40.60'
L11	N 67°05'00" W	16.67'
L14	S 43°14'25" E	14.81'
L15	S 31°15'41" E	23.28'
L16	N 58°42'53" E	7.68'

**Legend:**

- Found Monument As Shown
- Set 3/4" Iron Pipe with Yellow Cap, PLS 7901
- △ Set 3/4" Brass Tag & Rivet, PLS 7901
- Exterior Boundary Line
- - - Adjoining Boundary Line
- - - Easement Line as noted
- ▨ P.U.E. - Public Utility Easement
- M & R Measured and Record
- OR/DN Official Records/Document Number
- P.U.E. Public Utility Easement
- Distances Are Shown In Feet & Decimals Thereof
- Ties are perpendicular and/or radial, unless otherwise noted.





# The Canopy Subdivision

A Division Of The Lands Of SEB, LLC, A California Limited Liability Company As Described By Deed Recorded Under Document Number 2020-101448, Sonoma County Records; Being A Portion Of The Lands Shown And Delineated On That "Record of Survey" Recorded November 20, 2001 In Book 628 Of Maps, At Pages 40-41, Sonoma County Records.  
 City of Sebastopol, County Of Sonoma, State Of California

6.10 Acres (Total)  
 Total Number of Lots: 2  
 File Number: 2022-095  
 Date: July 2024

**adobe associates, inc.**  
 civil engineering | land surveying | wastewater  
 1220 N. Dutton, Ave., Santa Rosa, Ca. 95401  
 P (707) 541-2300; F (707) 541-2301

Recording Requested by and When Recorded  
Return to:

CITY OF SEBASTOPOL  
P. O. BOX 1776  
SEBASTOPOL, CA 95473

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE §§6103, 27383

SUBDIVISION IMPROVEMENT AGREEMENT  
THE CANOPY MAJOR SUBDIVISION  
Assessor's Parcel No. 060-261-026 & 028

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement"), made and entered into this December 17, 2024 (the "Effective Date"), at Sebastopol, California, by and between the CITY OF SEBASTOPOL, a Municipal Corporation (the "CITY") and City Ventures Homebuilding Inv, LLC a Limited Liability Company ("DEVELOPER").

WITNESSETH:

WHEREAS, DEVELOPER has presented to CITY a certain proposed subdivision of land located within the corporate limits of the City of Sebastopol, called "The Canopy Subdivision", which said map is hereby referred to and made a part of this Agreement for any and all particulars (the "Map"), and have requested that CITY approve the Map to the end that the Map may be recorded as required by law; and

WHEREAS, CITY requires, as a condition precedent to acceptance and approval of the Map, the offering of dedication of such easements as delineated and shown on the Map and requiring the improvement of easements by the construction thereon and installation therein of the improvements hereinafter specified (the "Required Work").

WHEREAS, Developer has retained City Ventures Construction, Inc, a Corporation ("Contractor") to perform the Required Work.

NOW THEREFORE, in consideration of the promises and of the acceptance after improvement of the offers of dedication of all easements as shown and delineated on the Map and the approval of the Map for filing and recording as provided and required by law, it is mutually agreed and understood by and between CITY and DEVELOPER, and DEVELOPER

and CITY do hereby mutually agree as follows:

**1. Incorporation by Reference**

The Conditions of Approval contained in City of Sebastopol City Council Resolution 6581-2024 and 6580-2024, and all plans as listed in Section 2 below, are incorporated herein by reference.

**2. Construction of Improvements**

DEVELOPER shall construct and install within a period of twenty-four (24) months from the Effective Date, at its own cost and expense within and adjoining said tract, and to the lines and grades approved by the City Engineer of the City of Sebastopol, and in accordance with all other ordinances, resolutions, specifications and standard plans in force and effect in the CITY and applicable thereto, all improvements, as shown on the Improvement Plans for said tract entitled “THE CANOPY – IMPROVEMENT PLANS”, as approved by the City Engineer on November 22, 2024, which are included as part of this Agreement and made a part of this Agreement by reference (the “Approved Plans”).

**3. Permits**

Prior to any construction within any public right of way or existing public utilities easement, DEVELOPER and DEVELOPER’s Contractor(s) shall obtain an Encroachment Permit from the City of Sebastopol Public Works Department, and shall provide and maintain such public liability and property damage insurance as shall protect DEVELOPER from all claims for damages for personal injuries, including accidental death, as well as claims for property damage which may arise from its operations under this Agreement. Such public liability insurance shall be in accord with Exhibit A, Insurance Requirements for Improvement Agreements, which is attached hereto and hereby made a part of this agreement.

**4. Adjacent Properties Affected by Construction**

DEVELOPER warrants that construction of improvements performed under this Agreement shall not adversely affect any portion of adjacent properties. Any damage to adjacent public or private



properties or facilities shall be repaired or replaced at DEVELOPER's expense prior to acceptance of the improvements by CITY.

**5. Additional Work and Modification of Plans**

It is understood that additional work may be required which is not shown on the Approved Plans. Accordingly, the cost estimate includes a reasonable contingency amount to cover any additional work not shown on the Approved Plans. DEVELOPER shall provide a complete set of "As Built" plans to the CITY prior to final acceptance of public improvements.

**6. Improvement Security – REVIEW BOND REQUIREMENTS**

- a. **Performance Bond and Labor and Materials Bond:** DEVELOPER shall deliver to the CITY proper bonds (100% Performance Bond and 100% Labor and Material Bond) by one or more duly authorized corporate sureties or an instrument of credit as provided by law to secure the faithful performance of this Agreement which shall be substantially in the form of Government Code 66499.1 and 66499.2, each in the amount of **\$3,618,956.00**. In the event of the failure or in the event of the default of Developer or contractor to complete any portion of the construction, the CITY shall look to the bonding company to complete the entire project.
- b. The amount includes total estimated cost of improvements plus estimated engineering and contingency fund. All costs for electric, telephone, streetlights, and TV constructed by other utilities shall be paid by DEVELOPER direct to the respective utility. The DEVELOPER shall be responsible to coordinate improvement drawings with utility company regarding undergrounding of utilities.
- c. **Reduction in Bonding Amounts:** DEVELOPER may request reductions in the amount of the Performance and Labor and Materials Bonds, subject to the approval of the City Engineer, after 6 months have elapsed from the date of recording of this Agreement. No reduction will be allowed until such time as a minimum of 50% of work has been completed, to the satisfaction of the City Engineer. Reductions in the bond amount shall not be less than 50% or more than

80% of the amount of security for Faithful Performance, and shall be in proportion to the improvements completed, as determined by the City Engineer. Developer's request for reduction in bonding amounts and City Engineer's approval thereof shall be in writing and directed to the Engineering Department.

- d. Maintenance Security:** Prior to acceptance of improvements and release of Performance Bond DEVELOPER shall furnish City bond, letter of credit, or cash as evidence that the said improvements are guaranteed against failure of materials or installations for a one-year period from date of acceptance by CITY and to secure DEVELOPER's warranty obligations. Bond, letter of credit, or cash shall be in the amount of 20% of total construction costs in the amount of **\$723,791.20**.
- e. Monumentation Bond:** DEVELOPER shall set all monuments shown on said final map. Such monumentation shall be secured by a performance bond or other form of security as permitted in Section 6(a) above in the sum of **\$5,000.00**.
- f. Tree Protection Bond:** DEVELOPER shall deliver to City a Tree Protection Bond in the amount of **\$15,000.00** for trees identified by the City Arborist (trees identified in the May 8, 2024, arborist report by Horticultural Associates), in accordance with Sebastopol Municipal Code § 8.12.050(D). If, in the opinion of the City Arborist or Planning Director, no violation or damage has occurred during construction, the bond shall be returned upon final acceptance of improvements by CITY.

## 7. Inspections

At least fifteen (15) calendar days prior to the commencement of any work under this Agreement, Developer shall notify the City in writing of the planned start of construction. No construction shall commence until DEVELOPER's contractor(s) has(have) obtained all required permits and a pre-construction meeting has been held. During the course of construction, DEVELOPER and/or Contractor(s) shall provide CITY with a minimum of 24 hours' notice in advance of needed inspections. Notwithstanding the foregoing, the City and its authorized agents shall, at all times during the performance of the work under this Agreement, have free access to and shall be allowed to examine the work under this Agreement and all materials used and to be

used. Inspecting of the Work and/or materials, or approval of Work and/or materials, or a statement by an officer, agent or employee of the City indicating the Work complies with this Agreement, or acceptance of all or any portion of the Work and/or materials, or payments thereof, or any combination of all of these acts shall not relieve Developer or its obligation to fulfill this Agreement; nor is the City by these acts prohibited from bringing an action for damages arising from the failure to comply with this Agreement. For avoidance of doubt, DEVELOPER shall be able to rely on Inspections and signed job and permit cards.

## **8. Time of Performance**

- a. DEVELOPER agrees to perform and complete all improvements contemplated by this Agreement within twenty-four (24) months from the Effective Date (subject to any Excusable Delay).
- b. It is further agreed by and between DEVELOPER and CITY that in the event it is deemed necessary by the CITY to extend the time of completion of the Improvements, said extension may be granted by CITY, and shall in no way affect the validity of this Agreement or release the surety(ies) on any bond or other security attached hereto or the financial institution guaranteeing the same.
- c. DEVELOPER may request extension of the time of performance. Such request shall be made in writing, not fewer than thirty (30) days prior to the expiration of this Agreement. Such extension, if approved, shall be for a period of time as recommended by the City Engineer, subject to City Council approval, but in no case shall exceed twelve (12) months from the expiration date of this Agreement.
- d. If an extension is approved, DEVELOPER shall enter into an extension agreement with CITY.
- e. DEVELOPER agrees to maintain the security(ies) described in Section 6 above in full force and effect during the term of this Agreement, including any extensions of time as may be granted, and until such time as the Improvements have been accepted by CITY.

**9. Work Performance**

- a. DEVELOPER shall construct all of the Improvements in a good and workmanlike manner, and furnish all required materials incident thereto, in accordance with the Plans and to the reasonable satisfaction of CITY.
- b. DEVELOPER shall designate an on-site supervisor who shall be on the work site during construction of the Improvements, and who has the authority to act on behalf of DEVELOPER and/or Contractor when communicating with City personnel.
- c. DEVELOPER is responsible for all dust, mud, dirt and debris created by construction. DEVELOPER is required to control dust at all times in accordance with standard practices. This control means that watering to lay dust must be accomplished not only during times of construction, but on weekends and holidays, should weather and site conditions dictate. DEVELOPER is also responsible for any mud or debris deposited on adjacent public or private property.
- d. City shall not be responsible or liable for the maintenance or care of the Improvements until the City Council formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Improvements until approved and accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all the Improvements in a state of good repair until they are completed by Developer and approved and accepted by City. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance.

**10. Insurance Requirements**

Prior to signature approval by CITY of this Agreement, DEVELOPER shall provide evidence of public liability and property damage insurance, with appropriate endorsements naming the CITY as additional insured, in accord with Exhibit A (Insurance Requirements for Improvement Agreements), which is attached hereto and thereby made a part of this Agreement.

### **11. Indemnification**

DEVELOPER agrees to indemnify, defend, and hold the CITY, its officers, agents and employees harmless in every way from all suits, actions of law, claims for damages or injuries to persons and property which may arise out of or be occasioned in, for, or on account of any injuries or damages of any kind whatsoever sustained or arising from any way by the performance of the work hereinabove specified to be performed by the DEVELOPER, its agents, subcontractors or employees or in consequence thereof, excepting only that resulting from the sole negligence or intentional misconduct of the City, its employees, officials, or agents.

### **12. Provision of City Services Prior to Acceptance by City**

DEVELOPER agrees to be financially responsible for all required City services provided to the premises prior to acceptance of the improvements by CITY.

DEVELOPER shall pay CITY the foregoing fees prior to City approval of the Map for filing.

- a. **Other Fees:** DEVELOPER is notified that, prior to issuance of any Building Permit, a School Impact Fee shall be paid to the Local School District, and satisfactory evidence thereof shall be presented to CITY.

### **13. Warranty.**

Without limiting the Developer's obligations hereunder, where CITY accepts any Improvements constructed as part of this subdivision, Developer expressly warrants and guarantees all Improvements and all materials used in the Improvements for a period of one (1) year after the date of adoption of a resolution by the City Council accepting the Improvements. If, within this one (1) year period, any Improvement or part of any Improvement, fails to fulfill any of the requirements of the Approved Plans or this Agreement, Developer shall, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvement to the satisfaction of the City Engineer. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation require repairs, replacements or



reconstruction to be made before Developer can be notified, City may, at its option, make the necessary repairs, replacements or perform the necessary reconstruction and Developer shall pay to the City upon demand the actual cost of such repairs, replacements or reconstruction, any extra costs for verified actual overhead/management. Developer further covenants and agrees that when defects in design, workmanship and materials actually appear during the guarantee period, and have been corrected, the guarantee period shall automatically be extended for an additional year to insure that such defects have actually been corrected.

#### **14. Completion & Acceptance.**

- a. Completion of Work. After Developer (a) completes the Improvements in accordance with the terms and conditions of this Agreement, and (b) repairs any private or public property damaged as a result of the Improvements, or pays the full cost of such repair to the owner whose property was damaged, and obtains the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to whom Developer paid the full cost of such repair, Developer will provide City with a written notice of completion. City, in its sole and absolute discretion, may accept or give final approval to the Improvements in phases and allow a partial release of the bonds provided.
  
- b. Notice of Completion. Within fifteen (15) days of receipt of Developer's written notification of completion, City Engineer shall inspect the Improvements and repairs and review the written acceptances, if any, and send Developer a written notice stating whether the Improvements and repair are complete to the satisfaction of the City Engineer, in his or her reasonable discretion. If the Improvements are, in the opinion of the City Engineer, not complete or not satisfactory, the City Engineer will, within ten (10) business days, list the deficiencies that must be corrected to find the Improvements complete and satisfactory. Upon satisfactory completion of the Improvements, the City Engineer will send Developer a written notice of satisfactory completion, which shall not unreasonably be withheld. Engineer's failure to respond to Developer's written notification within fifteen (15) days will not be deemed a

breach or default under this Agreement.

- c. Acceptance of Improvements. After sending Developer a written notice of satisfactory completion, the City Engineer will recommend acceptance of the Improvements within the public right of way, or designated for public use, to the City Council. The matter will be scheduled for consideration by the City Council within thirty (30) days. The acceptance of those Improvements shall be by resolution. Upon adoption of such resolution, the City Engineer shall record a notice of acceptance, in a form to be approved by the City Attorney, in the Official Records of Sonoma County. Title to, and ownership of, all Improvements constructed by Developer under this Agreement within the public right of way, or designated for public use, shall vest in City upon City's acceptance of such Improvements. Acceptance of the Improvements by the City shall be deemed as final approval of the completed Improvements that are not accepted for ownership by the City.

### **15. Waiver**

Waiver by CITY or DEVELOPER of any breach of any of the provisions of the Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of the same or any other provision of this agreement. Acceptance by CITY of any work by DEVELOPER shall not be a waiver of any of the provisions of this Agreement.

### **16. Notices**

All notices herein required shall be in writing and shall be personally delivered or mailed to the Engineering Manager, City of Sebastopol Public Works Department, 714 Johnson Street, Sebastopol, CA, 95472.

### **17. Noncompliance**

If CITY determines that DEVELOPER is in violation of any applicable laws or regulations, or of the terms and provisions of this Agreement, it may issue a cease-and-desist order, stop work order, or other action the City deems necessary.

### **18. Notice of Breach and/or Default**

CITY may serve written notice upon DEVELOPER and surety of breach of this agreement or of any portion thereof, and default of DEVELOPER for any of the following circumstances:

- a. DEVELOPER refuses or fails to complete the improvements as required in this agreement.
- b. DEVELOPER or any of DEVELOPER's contractors, subcontractors, agents or employees should materially violate any of the provisions of this Agreement and not commence to cure the violation within a reasonable time, and complete without undue delay.

Upon receipt of the written notice, the Developer shall have thirty (30) days to remedy such event of default (or such longer period of time as may reasonably be required, provided that the Developer shall commence to remedy such default within thirty (30) days period and thereafter diligently prosecute such remedy to completion). If the Developer fails to remedy the event of default within the prescribed time period, the City shall have the right to do all work necessary to remedy the event of default and charge the Developer actual costs incurred by the City for such work.

### **19. Successors in Interest**

This Agreement shall run with the land, and may be assigned, pursuant to a written request from DEVELOPER, with the consent of the CITY, which consent shall not be unreasonably withheld, conditioned or delayed.

### **20. Effective Date**

This Agreement shall be effective as of the Effective Date.

### **21. Amendment of Agreement**

This Agreement may be amended by mutual consent of the original parties or their successors in interest. Any such amendment shall be executed in writing by the parties to be bound thereby, and copies of any such amendments shall be sent to surety(ies).

**22. Excusable Delay.**

“Excusable Delay” means an act of God, strike, lockout, explosion, act of sabotage, riot, civil commotion, act of war, fire, flood, other casualty, Pandemic, public health crisis or other health-related events that cause any government or health agency to declare a public health emergency, quarantine, travel restrictions or limitations on public gatherings or that cause businesses or schools or athletic events to close or adopt restrictive practices or any other cause beyond the reasonable control of the DEVELOPER which delay any performance required under this Agreement.

**23. Execution**

By signing this Agreement, the person signing states that he or she is authorized to enter into contracts on behalf of DEVELOPER, and binds DEVELOPER, its partners, successors, executors, administrators and assigns with respect to the terms and conditions contained herein.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, said CITY has caused its name to be hereunto affixed by its CITY CLERK, thereunto duly authorized by Resolution of the CITY COUNCIL, and said DEVELOPER has hereunto set his hand, the day and year first above written.

DEVELOPER:

City Ventures Homebuilding, LLC,  
a Limited Liability Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF SEBASTOPOL

BY: \_\_\_\_\_  
Don Schwartz, City Manager

Approved as to form: \_\_\_\_\_  
Alex Mog, City Attorney

**ALL SIGNATURES MUST BE NOTARIZED-ATTACH NOTARY CERTIFICATES AFTER THIS PAGE**



**Exhibit A**  
**CITY OF SEBASTOPOL**  
**INSURANCE REQUIREMENTS FOR IMPROVEMENT AGREEMENTS**

DEVELOPER shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the DEVELOPER, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).

Minimum Limits of Insurance

DEVELOPER shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Sebastopol. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the DEVELOPER shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

All required general liability policies are to contain, or be endorsed to contain, the following provisions:

1. The *named additional insured* with respect to this contract shall include the following:

**The CITY OF SEBASTOPOL, its Officers, Officials and Employees**

2. The *named additional insured* are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of the DEVELOPER including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the DEVELOPER'S insurance, or as a separate owner's policy.

3. For any claims related to this agreement, the DEVELOPER's insurance coverage shall be primary insurance as respects the *named additional insured*. Any insurance or self-insurance maintained by the *named additional insured* shall be excess of the DEVELOPER's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverages

DEVELOPER shall furnish the City with original certificates and amendatory endorsements effecting the coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owners policy, provided those forms or policies are approved by the City and amended to conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before the Agreement is executed by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

All certificates and endorsements shall reference the appropriate policy number, names of insured, and shall be signed by an authorized representative of the insurer.

# Exhibit A

A Public Access Dedication over a portion of the Lands of H-1 Real Estate LLC, a Delaware limited liability company and Cody Lane LLC, a Delaware limited liability company, as described by that certain Grant Deed recorded September 28, 2018 under Document Number 2018-068199, Sonoma County Records, and also as shown on that certain map titled “Record of Survey” filed for record on November 20, 2001 in Book 648 of Maps at page 40-41, Sonoma County Records, being an 8.00 foot wide easement, lying 4.00 feet on each side of the centerline, which is more particularly described as follows:

**Commencing** at a ½ inch Iron Pipe tagged LS 4483 marking the most southwesterly corner of the Lands of H-1 Real Estate LLC, a Delaware limited liability company and Cody Lane LLC, a Delaware limited liability company, as described by that certain Grant Deed recorded September 28, 2018 under Document Number 2018-068199, Sonoma County Records, and also as shown on that certain map titled “Record of Survey” filed for record on November 20, 2001 in Book 648 of Maps at page 40-41, Sonoma County Records, from which a ½ inch Iron Pipe tagged LS 4483 bears N 52°28’44” E, 357.47 feet, marking the most southeasterly corner of said Lands; thence along the southwesterly line of said Lands N 30°13’53” W, 55.25 feet to the **Point of Beginning**; thence leaving said southwesterly line, N 58°50’00” E, 14.71 feet to a curve to the right having a radius of 70.00 feet, through a central angle of 12°02’39”, having an arc length of 14.71 feet to a curve to the left having a radius of 93.00 feet, through a central angle of 31°28’37”, having an arc length of 51.09 feet to a curve to the right having a radius of 97.00 feet, through a central angle of 12°43’27”, having an arc length of 21.54 feet to a compound curve to the right having a radius of 243.00 feet, through a central angle of 25°29’19”, having an arc length of 108.10 feet to a curve to the left having a radius of 62.00 feet, through a central angle of 43°37’34”, having an arc length of 47.21 feet to a curve to the right having a radius of 82.00 feet, through a central angle of 37°44’52”, having an arc length of 54.02 feet to a curve to the left having a radius of 117.00 feet, through a central angle of 17°13’29”, having an arc length of 35.17 feet to a compound curve to the left having a radius of 21.50 feet, through a central angle of 39°56’50”, having an arc length of 14.99 feet, more or less, to the southeasterly line of said Lands, from which bears S 31°16’24” E, 22.34 feet a ½ inch Iron Pipe tagged LS 4483, marking the most southeasterly corner of said Lands. The sidelines of the herein described easement shall be shortened or lengthened to terminate on the southwesterly and southeasterly lines of said lands.

Containing 0.07 acres (2893 sq.ft.), more or less  
 Being a portion of Assessor’s Parcel Number 060-261-029 (2024).

**Basis of Bearings:** “Record of Survey” filed in Book 648 of Map at page 40-41, Sonoma County Records.

Prepared by:   
 Aaron R Smith, PLS 7901



Date: June 30, 2024

# Exhibit B

N 31°16'24" W 150.72'

Found 1/2" Iron Pipe,  
Tagged LS 4483

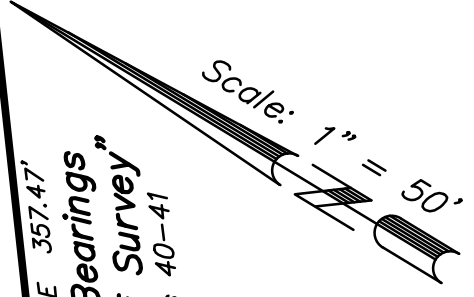
### Line Table

No.	Direction	Length
L1	N 30°13'53" W	55.25'
L2	N 58°50'00" E	14.71'
L3	S 31°16'24" E	22.34'

### Curve Table

No.	Radius	Delta	Length
C1	R=70.00'	Δ=12°02'39"	L=14.71'
C2	R=93.00'	Δ=31°28'27"	L=51.09'
C3	R=97.00'	Δ=12°43'27"	L=21.54'
C4	R=243.00'	Δ=25°29'19"	L=108.10'
C5	R=62.00'	Δ=43°37'34"	L=47.21'
C6	R=82.00'	Δ=37°44'52"	L=54.02'
C7	R=117.00'	Δ=17°13'29"	L=35.17'
C8	R=21.50'	Δ=39°56'50"	L=14.99'

Centerline of 8.00'  
Public Access Easement



N 52°28'44" E 357.47'  
Basis of Bearings  
"Record of Survey"  
648 Maps 40-41

## Lands of H-1 Real Estate, LLC & Cody Lane, LLC

APN 060-261-029  
DN 2018-068199

### Legend

- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- SCR Sonoma County Records
- R1 "Record of Survey"  
648 Maps 40-41
- Found 1/2" Iron Pipe, As  
Shown per 648 Maps 40-41

N 30°13'53" W 231.17'

L1  
P.O.B.  
P.O.C.

Found 1/2" Iron Pipe,  
Tagged LS 4483

## State Hwy 116



Aaron R. Smith, PLS 7901

**Public Easement**  
adobe associates, inc.  
civil engineering | land surveying | wastewater  
1220 N. Dutton, Ave., Santa Rosa, Ca. 95401  
P (707) 541-2300; F (707) 541-2301

Job No. 22181-(RBT)

APN 060-261-029

August, 2024

File: T:\2022 PROJECTS\22181\dwg\Adobe-Survey\22181-ease.dwg Time: Jul 31, 2024 - 3:44pm

# Exhibit C

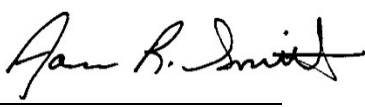
A Public Utility and Emergency Vehicle Access Dedication over a portion of the Lands of H-1 Real Estate LLC, a Delaware limited liability company and Cody Lane LLC, a Delaware limited liability company, as described by that certain Grant Deed recorded September 28, 2018 under Document Number 2018-068199, Sonoma County Records, and also as shown on that certain map titled "Record of Survey" filed for record on November 20, 2001 in Book 648 of Maps at page 40-41, Sonoma County Records, being an 26.00 foot wide easement, lying 13.00 feet on each side of the centerline, which is more particularly described as follows:

**Commencing** at a ½ inch Iron Pipe tagged LS 4483 marking the most southwesterly corner of the Lands of H-1 Real Estate LLC, a Delaware limited liability company and Cody Lane LLC, a Delaware limited liability company, as described by that certain Grant Deed recorded September 28, 2018 under Document Number 2018-068199, Sonoma County Records, and also as shown on that certain map titled "Record of Survey" filed for record on November 20, 2001 in Book 648 of Maps at page 40-41, Sonoma County Records, from which a ½ inch Iron Pipe tagged LS 4483 bears N 52°28'44" E, 357.47 feet, marking the most southeasterly corner of said Lands; thence along the southwesterly line of said Lands N 30°13'53" W, 102.46 feet to the **Point of Beginning**; thence leaving said southwesterly line, N 58°53'18" E, 309.02 feet to a curve to the left having a radius of 30.00 feet, through a central angle of 78°33'03", having an arc length of 41.13 feet to a curve to the right having a radius of 43.00 feet, through a central angle of 39°16'17", having an arc length of 29.47 feet, more or less, to the southeasterly line of said Lands, from which bears S 31°16'24" E, 111.33 feet a ½ inch Iron Pipe tagged LS 4483, marking the most southeasterly corner of said Lands. The sidelines of the herein described easement shall be shortened or lengthened to terminate on the southwesterly and southeasterly lines of said lands.

Containing 0.23 acres (9858 sq.ft.), more or less

Being a portion of Assessor's Parcel Number 060-261-029 (2024).

**Basis of Bearings:** "Record of Survey" filed in Book 648 of Map at page 40-41, Sonoma County Records.

Prepared by:   
Aaron R Smith, PLS 7901



Date: June 30, 2024



# Exhibit D

Found 1/2" Iron Pipe,  
Tagged LS 4483

N 31°16'24" W 150.72'

111.33'

R=43.00'  
Δ=39°16'17"  
L=29.47'

P.R.C.

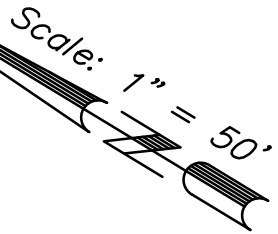
R=30.00'  
Δ=78°33'03"  
L=41.13'

Centerline of 26.00' Public  
Utility & EVA Easement

**Lands of H-1 Real  
Estate, LLC &  
Cody Lane, LLC**  
APN 060-261-029  
DN 2018-068199

N 58°53'18" E 309.02'

N 52°28'44" E 357.47'  
"Basis of Bearings"  
"Record of Survey"  
648 Maps 40-41



### Legend

- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.R.C. Point of Reverse Curvature
- SCR Sonoma County Records
- R1 "Record of Survey"  
648 Maps 40-41
- Found 1/2" Iron Pipe, As  
Shown per 648 Maps 40-41

P.O.B.

102.46'

Found 1/2" Iron Pipe,  
Tagged LS 4483

P.O.C.

N 30°13'53" W 231.17'

## State Hwy 116

## Public Utility & EVA Easement



adobe associates, inc.  
civil engineering | land surveying | wastewater  
1220 N. Dutton, Ave., Santa Rosa, Ca. 95401  
P (707) 541-2300; F (707) 541-2301



Aaron R. Smith, PLS 7901

Job No. 22181-(RBT)

APN 060-261-029

August, 2024

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# Exhibit E

A Public Access Dedication over a portion of the Lands of H-1 Real Estate LLC, a Delaware limited liability company and Cody Lane LLC, a Delaware limited liability company, as described by that certain Grant Deed recorded September 28, 2018 under Document Number 2018-068199, Sonoma County Records, and also as shown on that certain map titled "Record of Survey" filed for record on November 20, 2001 in Book 648 of Maps at page 40-41, Sonoma County Records, being an 4.00 foot wide easement which is more particularly described as follows:

**Commencing** at a ½ inch Iron Pipe tagged LS 4483 marking the most southeasterly corner of the Lands of H-1 Real Estate LLC, a Delaware limited liability company and Cody Lane LLC, a Delaware limited liability company, as described by that certain Grant Deed recorded September 28, 2018 under Document Number 2018-068199, Sonoma County Records, and also as shown on that certain map titled "Record of Survey" filed for record on November 20, 2001 in Book 648 of Maps at page 40-41, Sonoma County Records, from which a ½ inch Iron Pipe tagged LS 4483 bears S 52°28'44" W 357.47 feet, marking the most southwesterly corner of said Lands; thence along the southeasterly line of said Lands N 31°16'24" W, 150.72 feet; thence S 58°43'36" W, 23.50 feet; thence N 31°16'24" W, 103.88 feet; thence N 58°43'36" E, 13.75 feet to the **Point of Beginning**; thence leaving said southeasterly line and perpendicular to the southeasterly line, N 31°16'24" W, 4.00 feet; thence parallel to and 4.00 feet distant from the southeasterly line, N 58°43'36" E, 13.75 feet; thence continuing parallel to and 4.00 feet distant from the southeasterly line, N 31°16'24" W, 157.57 feet; thence N 58°43'36" E, 4.00 feet, more or less, to the southeasterly line of said Lands; thence along said southeasterly line S 31°16'24" E, 161.57 feet; thence S 58°43'36" W, 17.75 feet, more or less, to the **Point of Beginning**.

Containing 0.02 acres (701 sq.ft.), more or less  
Being a portion of Assessor's Parcel Number 060-261-029 (2024).

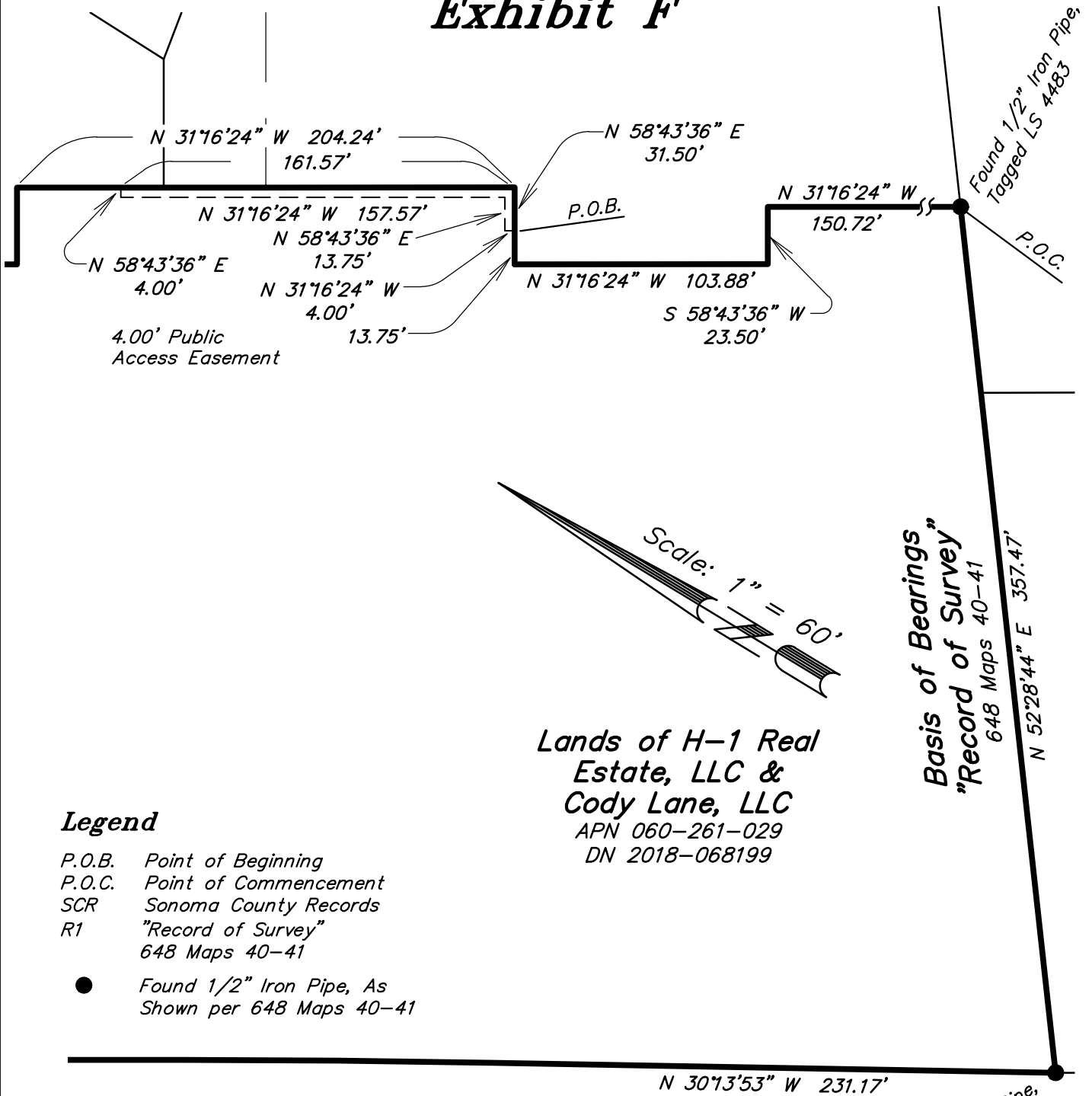
**Basis of Bearings:** "Record of Survey" filed in Book 648 of Map at page 40-41, Sonoma County Records.

Prepared by:   
Aaron R Smith, PLS 7901



Date: June 30, 2024

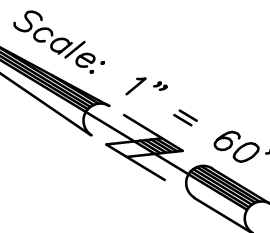
# Exhibit F



Lands of H-1 Real Estate, LLC & Cody Lane, LLC  
 APN 060-261-029  
 DN 2018-068199

### Legend

- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- SCR Sonoma County Records
- R1 "Record of Survey" 648 Maps 40-41
- Found 1/2" Iron Pipe, As Shown per 648 Maps 40-41



Basis of Bearings  
 "Record of Survey"  
 648 Maps 40-41

State Hwy 116



Aaron R. Smith, PLS 7901

## Public Easement

**adobe associates, inc.**  
 civil engineering | land surveying | wastewater  
 1220 N. Dutton, Ave., Santa Rosa, Ca. 95401  
 P (707) 541-2300; F (707) 541-2301

Job No. 22181-(RBT)

APN 060-261-029

August, 2024

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# Exhibit G

A Public Water Utility Dedication over a portion of the Lands of H-1 Real Estate LLC, a Delaware limited liability company and Cody Lane LLC, a Delaware limited liability company, as described by that certain Grant Deed recorded September 28, 2018 under Document Number 2018-068199, Sonoma County Records, and also as shown on that certain map titled “Record of Survey” filed for record on November 20, 2001 in Book 648 of Maps at page 40-41, Sonoma County Records, being an 10.00 foot wide easement which is more particularly described as follows:

**Commencing** at a 3/4 inch Iron Pipe tagged LS 3193 marking the most northerly corner of the Lands of H-1 Real Estate LLC, a Delaware limited liability company and Cody Lane LLC, a Delaware limited liability company, as described by that certain Grant Deed recorded September 28, 2018 under Document Number 2018-068199, Sonoma County Records, and also as shown on that certain map titled “Record of Survey” filed for record on November 20, 2001 in Book 648 of Maps at page 40-41, Sonoma County Records, from which a 1 inch Brass Tag and Nail stamped PLS 7901 bears S 81°49’09” W 201.91 feet, marking an angle point in the northerly line of said Lands; thence S 01°19’12” E, 169.25 feet to a corner along the northeasterly line of said Lands; thence along said northeasterly line, S 31°16’24” E, 146.18 feet to the **Point of Beginning**; thence leaving said northeasterly line of said Lands, S 58°43’36” W, 23.70 feet; thence S 31°16’24” E, 212.25 feet; thence N 58°43’36” E, 10.00 feet; thence N 31°16’24” W, 202.25 feet; thence N 58°43’36” E, 28.70 feet; thence N 31°16’24” W, 3.50 feet, more or less, to the northeasterly line of said Lands; thence along said northeasterly line S 58°43’36” W, 15.00 feet; thence continuing along said northeasterly line N 31°16’24” W, 6.50 feet, more or less, to the **Point of Beginning**.

Containing 0.05 acres (2316 sq.ft.), more or less  
 Being a portion of Assessor’s Parcel Number 060-261-029 (2024).

**Basis of Bearings:** “Record of Survey” filed in Book 648 of Map at page 40-41, Sonoma County Records.

Prepared by: *Aaron R. Smith*  
 Aaron R Smith, PLS 7901



Date: June 30, 2024

# Exhibit H

## Legend

- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- SCR Sonoma County Records
- R1 "Record of Survey"  
648 Maps 40-41
- R2 "Record of Survey"  
771 Maps 7-8
- Found 3/4" Iron Pipe, As  
Shown per 648 Maps 40-41
- ▲ Found 1" Brass Tag & Nail, As  
Shown per 771 Maps 7-8

Scale: 1" = 100'

*West County & Rodota Trails*

**Record of Survey**  
771 Maps 7-8

Found 3/4" Iron Pipe,  
Tagged LS 3193

**Basis of Bearings**  
**"Record of Survey"**  
648 Maps 40-41

Found 1" Brass  
Tag & Nail,  
Tagged PLS 7901

P.O.C.

S 179°12' E  
169.25'

S 31°16'24" E  
152.68'

N 58°43'36" E  
108.62'

P.O.B.

146.18'

6.50'

S 58°43'36" W  
23.70'

N 31°16'24" W  
3.50'

N 58°43'36" E  
28.70'

N 31°16'24" W 202.25'

S 31°16'24" E 212.25'

N 58°43'36" E  
10.00'

**Lands of H-1 Real Estate, LLC & Cody Lane, LLC**

**Record of Survey**  
648 Maps 40-41

APN 060-261-029  
DN 2018-068199

**State Hwy 116**



Aaron R. Smith, PLS 7901

**Public Water Utility Easement**  
adobe associates, inc.  
civil engineering | land surveying | wastewater  
1220 N. Dutton, Ave., Santa Rosa, Ca. 95401  
P (707) 541-2300; F (707) 541-2301

Job No. 22181-(RBT)

APN 060-261-029

August, 2024

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# Exhibit I

A Public Parking Dedication over a portion of the Lands of H-1 Real Estate LLC, a Delaware limited liability company and Cody Lane LLC, a Delaware limited liability company, as described by that certain Grant Deed recorded September 28, 2018 under Document Number 2018-068199, Sonoma County Records, and also as shown on that certain map titled “Record of Survey” filed for record on November 20, 2001 in Book 648 of Maps at page 40-41, Sonoma County Records, being an 10.50 foot wide easement which is more particularly described as follows:

**Commencing** at a 3/4 inch Iron Pipe tagged LS 3193 marking the most northerly corner of the Lands of H-1 Real Estate LLC, a Delaware limited liability company and Cody Lane LLC, a Delaware limited liability company, as described by that certain Grant Deed recorded September 28, 2018 under Document Number 2018-068199, Sonoma County Records, and also as shown on that certain map titled “Record of Survey” filed for record on November 20, 2001 in Book 648 of Maps at page 40-41, Sonoma County Records, from which a 1 inch Brass Tag and Nail stamped PLS 7901 bears S 81°49’09” W 201.91 feet, marking an angle point in the northerly line of said Lands; thence S 01°19’12” E, 169.25 feet to a corner along the northeasterly line of said Lands, being the **Point of Beginning**; thence along said northeasterly line of said Lands, S 31°16’24” E, 116.00 feet; thence leaving said northeasterly line, S 58°43’36” W, 10.50 feet; thence parallel to said northeasterly line, N 31°16’24” E, 116.00 feet; thence along said northerly line N 58°43’36” E, 10.50 feet, more or less, to the **Point of Beginning**.

Containing 0.03 acres (1218 sq.ft.), more or less  
Being a portion of Assessor’s Parcel Number 060-261-029 (2024).

**Basis of Bearings:** “Record of Survey” filed in Book 648 of Map at page 40-41, Sonoma County Records.



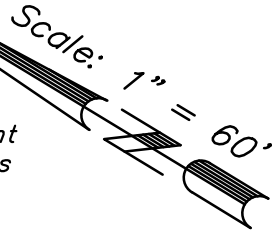
Prepared by: *Aaron R. Smith*  
Aaron R Smith, PLS 7901

Date: June 30, 2024

# Exhibit J

## Legend

- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- SCR Sonoma County Records
- R1 "Record of Survey"  
648 Maps 40-41
- R2 "Record of Survey"  
771 Maps 7-8
- Found 3/4" Iron Pipe, As  
Shown per 648 Maps 40-41
- ▲ Found 1" Brass Tag & Nail, As  
Shown per 771 Maps 7-8



**West County & Rodota Trails**

**Record of Survey**  
771 Maps 7-8

Found 3/4" Iron Pipe,  
Tagged LS 3193

P.O.C.

S 81°49'09" W 201.91'  
**"Basis of Bearings"**  
**"Record of Survey"**  
648 Maps 40-41

S 01°19'12" E 169.25'

N 58°43'36" E  
10.50'

P.O.B.

S 31°16'24" E 152.68'

116.00'  
N 31°16'24" W 116.00'

10.00' Public  
Parking Easement

S 58°43'36" W  
10.50'

**Record of Survey**  
648 Maps 40-41

**Lands of H-1 Real  
Estate, LLC &  
Cody Lane, LLC**  
APN 060-261-029  
DN 2018-068199

Found 1" Brass  
Tag & Nail,  
Tagged PLS 7901

**State Hwy 116**



Aaron R. Smith, PLS 7901

## Public Parking Easement



**adobe associates, inc.**  
civil engineering | land surveying | wastewater  
1220 N. Dutton, Ave., Santa Rosa, Ca. 95401  
P (707) 541-2300; F (707) 541-2301

Job No. 22181-(RBT)

APN 060-261-029

August, 2024

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# Exhibit K

A Public Utility, Ingress and Egress, and Emergency Vehicle Access Dedication over a portion of the Lands of H-1 Real Estate LLC, a Delaware limited liability company and Cody Lane LLC, a Delaware limited liability company, as described by that certain Grant Deed recorded September 28, 2018 under Document Number 2018-068199, Sonoma County Records, and also as shown on that certain map titled “Record of Survey” filed for record on November 20, 2001 in Book 648 of Maps at page 40-41, Sonoma County Records, being an 26.00 foot wide easement which is more particularly described as follows:

**Commencing** at a 3/4 inch Iron Pipe tagged LS 3193 marking the most northerly corner of the Lands of H-1 Real Estate LLC, a Delaware limited liability company and Cody Lane LLC, a Delaware limited liability company, as described by that certain Grant Deed recorded September 28, 2018 under Document Number 2018-068199, Sonoma County Records, and also as shown on that certain map titled “Record of Survey” filed for record on November 20, 2001 in Book 648 of Maps at page 40-41, Sonoma County Records, from which a 1 inch Brass Tag and Nail stamped PLS 7901 bears S 81°49’09” W 201.91 feet, marking an angle point in the northerly line of said Lands; thence along the northerly line of said Lands S 81°49’09” W, 73.48 feet to the **Point of Beginning**; thence leaving said northerly line, S 9°04’32” E, 35.80 feet to a curve to the left having a radius of 187.00 feet, through a central angle of 22°11’52” for a length of 72.45 feet; thence S 31°16’24” E, 193.33 feet to a curve to a non-tangent curve from which the center bears N 38°34’01” W, 86.50 feet, thence along said curve with a radius of 86.50 feet, through a central angle of 7°03’56” for a length of 10.67 feet to the northeasterly line of said Lands; thence along said northeasterly line S 31°16’24” E, 27.66 feet to a non-tangent curve from which the center bears N 42°10’05” W, 113.50 feet, thence along said curve with a radius of 113.50 feet, through a central angle of 18°29’54” for a length of 36.64 feet; thence N 31°16’24” W, 220.03 feet, to a tangent curve to the right having a radius of 213.00 feet, through a central angle of 21°05’02” for a length of 78.38 feet to a curve to the left having a radius of 30.00 feet, through a central angle of 67°26’14” for a length of 35.31 feet; thence N 77°37’36” W, 37.88 feet, more or less, to the northerly line of said Lands; thence along said northerly line N 81°49’09” E, 80.25 feet, more or less, to the **Point of Beginning**.

Containing 0.22 acres (9606 sq.ft.), more or less  
 Being a portion of Assessor’s Parcel Number 060-261-029 (2024).

**Basis of Bearings:** “Record of Survey” filed in Book 648 of Map at page 40-41, Sonoma County Records.

Prepared by:   
 Aaron R Smith, PLS 7901



Date: June 30, 2024

# Exhibit L

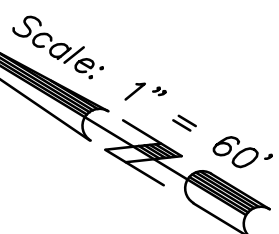
## Legend

- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- SCR Sonoma County Records
- (R) Radial
- R1 "Record of Survey"  
648 Maps 40-41

- R2 "Record of Survey"  
771 Maps 7-8

● Found 3/4" Iron Pipe, As Shown per 648 Maps 40-41

▲ Found 1" Brass Tag & Nail, As Shown per 771 Maps 7-8



### Curve Table

No.	Radius	Delta	Length
C9	R=187.00'	Δ=22°11'52"	L=72.45'
C10	R=86.50'	Δ=7°03'56"	L=10.67'
C11	R=113.50'	Δ=18°29'54"	L=36.64'
C12	R=213.00'	Δ=21°05'02"	L=78.38'
C13	R=30.00'	Δ=67°26'14"	L=35.31'

### Line Table

No.	Direction	Length
L4	S 09°04'32" E	35.80'
L5	S 31°16'24" E	27.66'
L6	N 77°37'36" W	37.88'

## Record of Survey

771 Maps 7-8

Found 3/4" Iron Pipe, Tagged LS 3193

Basis of Bearings "Record of Survey" 648 Maps 40-41

## Record of Survey

648 Maps 40-41

Found 1" Brass Tag & Nail, Tagged PLS 7901

West County & Rodota Trails

Lands of H-1 Real Estate, LLC & Cody Lane, LLC  
APN 060-261-029  
DN 2018-068199

State Hwy 116

Public Utility & EVA Easement

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