



## City of Sebastopol Environmental Review Committee Staff Report

Meeting Date: August 5, 2025

To: Environmental Review Committee (ERC)  
From: Tori Henkel, Permit Technician  
Subject: Lot Line Adjustment  
Recommendation: Conditional Approval  
Applicant/Owner(s): Patrick Slayter/Westamerica Bank

File Number: 2025-017  
Addresses: 6921 & 6941 Bodega Ave  
CEQA Status: Categorical Exemption 15305: Class 5

### **Introduction:**

This is a lot line adjustment request for 6921 & 6941 Bodega Avenue.

### **Project Description:**

The proposed lot line adjustment is intended to realign two existing parcels in order to facilitate future improvement and development. The lot line adjustment is entirely contained within the bounds of two parcels with shared ownership and shall have no impact to adjacent or nearby parcels. The proposed new alignment will create two zoning ordinance area-compliant parcels while allowing for potential future development of the vacant parcel. The use of the parcels will remain as they do currently, one will be vacant, and the other will continue as a bank.

### **Environmental Review:**

The project is categorically exempt from the requirements of CEQA pursuant to Section 15305, Class 5, which includes minor lot line adjustments, side yard, and setback variances not resulting in the creation of any new parcels.

### **Zoning Ordinance Consistency:**

The project is consistent with the Zoning Ordinance in that both lots will still exceed the minimum lot size of 6,000 sq. ft. and comply with the setback requirements.

### **Public Comment:**

The Community Development Department complied with Section 16.12.020(D) of the Subdivision Ordinance: 1) Provided written notice to all adjacent property owners. The Community Development Department has not received any comments from the public as of writing this report.

### **City Departmental Comment:**



The following City departments reviewed the application: Building and Safety, Fire, Public Works, and Engineering. Those comments and conditions have been included in Exhibit B Conditions of Approval.

**Analysis:**

Staff is supportive of the Lot Line Adjustment application, in that both lots would be in conformance with the Zoning Ordinance, including minimum lot size, setbacks, and lot coverage.

The future plan for the parcels includes an improvement and addition to the existing drive-through building to become a full bank branch. The site presents a challenging access and egress circumstance, and a preliminary Site Plan has been reviewed and preparatorily approved by the Sebastopol Fire Chief. Regarding current site ingress, egress, and circulation, there are currently five drive-through lanes, all exiting directly to eastbound Bodega Avenue (yet none of these lanes is compliant with current Fire Department requirements). The proposed site plan will reduce this number to one curbcut driveway containing a single drive-through lane exit (as a legacy continuation of an approved use) and the Fire Department-approved exit. This alignment will simplify the traffic pattern by moving the exit driveway as far west as possible from the Petaluma Avenue/Bodega Avenue intersection. The current site ingress is on the east side of the parcels, from Petaluma Avenue, and a Caltrans project completed within the past five years improved this driveway and sidewalk. In any future project, there would be no revision to this area within the public right-of-way.

The city currently has a landscape easement on Parcel B (APN 004-054-019). The applicant is requesting to go through the easement abandonment process. While this is not part of the approval for this lot line adjustment, the next steps are outlined in Exhibit B: Conditions of Approval.

**Recommendation:**

Staff recommends that the Environmental Review Committee approve the application based on the facts, findings, and analysis set forth and subject to the conditions of approval contained in this staff report and Exhibits A and B, which any modifications the Committee feels are appropriate, and if there is a consensus that the design of the project is appropriate.

**Exhibits:**

- A. Recommended Findings of Approval
- B. Recommended Conditions of Approval

**Attachments:**

Application Materials



**EXHIBIT A**  
**RECOMMENDED FINDINGS OF APPROVAL**

Lot Line Adjustment in CD District  
6921 & 6941 Bodega Ave  
APNs 004-054-019 and 004-054-011, File 2025-017

1. That notice of consideration of the application was provided, pursuant to the Subdivision Ordinance, and that no objections to the request were submitted.
2. That the project will not create a greater number of lots.
3. That the project conforms to the relevant requirements of the Building Code, Zoning Ordinance, the Subdivision Ordinance, and General Plan in that it adjusts a lot line by adjusting the lot lines between 6921 Bodega Avenue and 6941 Bodega Avenue and does not involve new development.



**EXHIBIT B**  
**RECOMMENDED CONDITIONS OF APPROVAL**

Lot Line Adjustment in CD District  
6921 & 6941 Bodega Ave  
APNs 004-054-019 and 004-054-011, File 2025-017

1. 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.
2. The applicant shall submit title reports for both properties, including acquisition deeds, describing each property before any adjustment is made. The applicant shall also submit draft deeds showing the two properties in the adjusted state, along with a plat of each property and closure calculations.
3. The disclosure statement (below) shall be appended to the draft deeds. Upon approval by the Environmental Review Committee, the new deeds shall be recorded to show the two properties in the adjusted state.

The purpose of this deed is for a Lot Line Adjustment for the combination of a portion of the lands of \_\_\_\_\_ as described in deed recorded under Document No. \_\_\_\_ of Official Records, Sonoma County Records, (A.P. No. \_\_\_\_\_) with the lands of \_\_\_\_\_ as described in deed recorded under Document No. \_\_\_\_\_ of Official Records, Sonoma County Records (A.P. No. \_\_\_\_\_).

This deed is pursuant to a Lot Line Adjustment approved by the City of Sebastopol Environmental Review Committee on August 5, 2025. It is the express intent of the signatories hereto that the recordation of this deed extinguishes any underlying parcels or portions of parcels.

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Mario Landeros  
City Engineer

4. The applicant shall record the deed(s) and provide a copy of the recorded deed(s) to the Engineering Department, which shows the lots as per the approved application.
5. Sewer connection into existing lateral in the property: Verify condition of existing lateral meets standards by providing Public Works a digital video inspection recording of pipe condition from connection point on the property to the public main in Washington Ave.
6. Install a sanitary sewer cleanout in the public right of way per City standard details.
7. Any new water service connection shall be installed in the public right-of-way per City standard details.



8. No lot-to-lot drainage shall be permitted. All stormwater runoff shall be conveyed to existing public facility, including existing storm drain, street gutter, etc. Stormwater runoff shall not be allowed to flow over the public sidewalk.





## City of Sebastopol

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

## MASTER PLANNING APPLICATION FORM

### APPLICATION TYPE

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Administrative Permit Review    | <input checked="" type="checkbox"/> Lot Line Adjustment/Merger | <input type="checkbox"/> Temporary Use Permit                         |
| <input type="checkbox"/> Alcohol Use Permit/ABC Transfer | <input type="checkbox"/> Preapplication Conference             | <input type="checkbox"/> Tree Removal Permit                          |
| <input type="checkbox"/> Conditional Use Permit          | <input type="checkbox"/> Preliminary Review                    | <input type="checkbox"/> Variance                                     |
| <input type="checkbox"/> Design Review                   | <input type="checkbox"/> Sign Permit                           | <input checked="" type="checkbox"/> Other <u>Easement Abandonment</u> |

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

### REVIEW/HEARING BODIES

- ☒ Staff/Admin ☐ Design Review/Tree Board ☐ Planning Commission ☐ City Council ☐ Other \_\_\_\_\_

### APPLICATION FOR

Street Address: 6921 / 6941 Bodega Avenue Assessor's Parcel No(s): 004-054-019 / 004-054-011

Present Use of Property: Bank Drive Through Facility Zoning/General Plan Designation: CD - Central Core

### APPLICANT INFORMATION

Property Owner Name: Westamerica Bank

Mailing Address: 4550 Mangels Blvd.

Phone: 707-863-6047

City/State/ZIP: Fairfield, CA 94534

Email: tammy.manning@westamerica.com

Signature: Tammy Manning

Date: 02/15/2025

Authorized Agent/Applicant Name: Patrick Slayter Architect

Mailing Address: P.O. Box 941

Phone: 707-829-9090

City/State/ZIP: Sebastopol, CA 95473

Email: ps@slayterarchitect.com

Signature: PSL SLE

Date: 02/15/2025

Contact Name (If different from above): \_\_\_\_\_

Phone/Email: \_\_\_\_\_

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

- Lot Line Adjustment
- Easement Abandonment Request

### CITY USE ONLY

#### Fill out upon receipt:

Application Date: \_\_\_\_\_  
Planning File #: \_\_\_\_\_  
Received By: \_\_\_\_\_  
Fee(s): \$ \_\_\_\_\_  
Completeness Date: \_\_\_\_\_

#### Action:

Staff/Admin: \_\_\_\_\_  
Planning Director: \_\_\_\_\_  
Design Review/Tree Board: \_\_\_\_\_  
Planning Commission: \_\_\_\_\_  
City Council: \_\_\_\_\_

#### Action Date:

Date: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_  
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	(east) EXISTING (west) 004-054-019 / 004-054-011	(east) PROPOSED (west) 004-054-019 / 004-054-011
<b>Zoning</b>	N/A	CD / CD	CD / CD
<b>Use</b>	N/A	Vacant / Bank	Bank / Vacant
<b>Lot Size</b>	6000 s.f.	4230 s.f. / 15450 s.f.	14080 s.f. / 5,600 s.f.
<b>Square Feet of Building/Structures</b> (if multiple structures include all separately)		0 s.f. / 255 s.f. Enclosed 1270 s.f. Dripline	3000 s.f. (est.) / 0 s.f.
<b>Floor Area Ratio (F.A.R)</b>	_____ FAR	0.00 / 0.016 FAR	0.21 / 0.00 FAR
<b>Lot Coverage</b>	_____ % of lot _____ sq. ft.	0% / 1.6% % of lot 0 s.f. / 255 s.f. sq. ft.	21% / 0% % of lot 3000 s.f. (est.) / 0 sq. ft.
<b>Parking</b>		0 / 20 in-queue	7 / 2 + 2 in-queue
<b>Building Height</b>		0 ft. / 18 ft. (approx.)	28 ft. (est.) / 0 ft.
<b>Number of Stories</b>		0 / 1	1 / 0
<b>Building Setbacks – Primary</b>			
Front		N.A. / 4 ft.	4 ft. (est.) / NA.
Secondary Front Yard (corner lots)		N.A. / 16 ft.	18 ft. (est.) / N.A.
Side – Interior		N.A. / 50 ft.	0 ft. (est.) / N.A.
Rear		N.A. / 80 ft.	48 ft. (est.) / N.A.
<b>Building Setbacks – Accessory</b>			
Front		N.A. / N.A.	N.A. / N.A.
Secondary Front Yard (corner lots)		N.A. / N.A.	N.A. / N.A.
Side – Interior		N.A. / N.A.	N.A. / N.A.
Rear		N.A. / N.A.	N.A. / N.A.
<b>Special Setbacks (if applicable)</b>			
Other (_____)			
<b>Number of Residential Units</b>	_____ Dwelling Unit(s)	0/0 Dwelling Unit(s)	0/0 Dwelling Unit(s)
<b>Residential Density</b>	1 unit per N.A. sq. ft.	1 unit per N.A. sq. ft.	1 unit per N.A. sq. ft.
<b>Useable Open Space</b>	N.A. sq. ft.	N.A. sq. ft.	N.A. sq. ft.
<b>Grading</b>	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. <div style="border: 1px solid black; padding: 2px; display: inline-block;">Unknown at this time; will be minimal</div>
<b>Impervious Surface Area</b> <small>These figures are approximate</small>	N/A	29 % of lot 870 s.f. / 10250 s.f. sq. ft.	38 % of lot 7500 s.f. / 4500 s.f. sq. ft.
<b>Pervious Surface Area</b> <small>These figures are approximate</small>	N/A	_____ % of lot 3200 s.f. / 1250 s.f. sq. ft.	_____ % of lot 2000 s.f. / 2500 s.f. sq. ft.



## CONDITIONS OF APPLICATION

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

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

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

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

☐ A general plan

☐ A specific plan

☐ An ordinance affecting building permits or grading permits

☐ A zoning ordinance

### Certification

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

Property Owner's Signature: Tammy Manning Date: 02/15/2025

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

Applicant's Signature: P.H. SLYE Date: 02/15/2025

**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

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

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

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

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

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

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

Neighboring property owners will be contacted once preliminary completeness review for the LLA has been completed by the City of Sebastopol.

## Website Required for Major Projects

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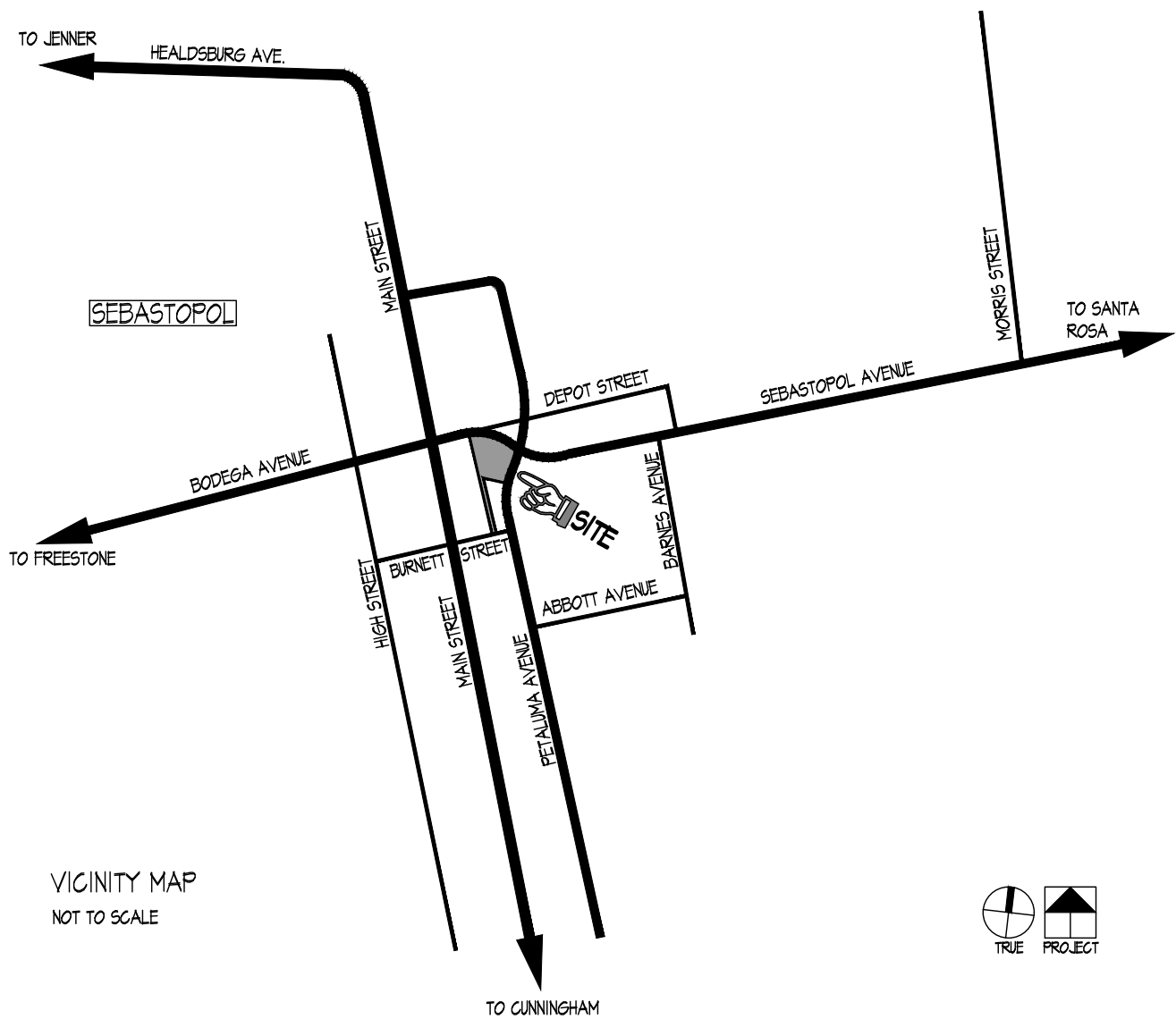
Applicants for major development projects (which involves proposed development of **10,000 square feet of new floor area or greater, or 15 or more dwelling units/lots**), are required to create a project website in conjunction with submittal of an application for Planning approval (including but not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

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

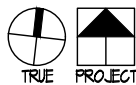
Such website shall include, at a minimum, the following information:

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





VICINITY MAP  
NOT TO SCALE



**PATRICK SLAYTER ARCHITECT**  
POST OFFICE BOX 941 SEBASTOPOL CALIFORNIA 95473 707.828.9090



### **Lot Line Adjustment**

The proposed lot line adjustment is intended to realign two existing parcels in order to facilitate future improvement and development. The LLA is entirely contained within the bounds of two parcels with shared ownership and shall have no impact to adjacent or nearby parcels. Acknowledging the unique and challenging existing access and egress circumstances, the proposed new alignment will create two Zoning Ordinance area-compliant parcels while allowing for potential future development of the vacant parcel.

The use of the parcels will remain as they do currently; one will be vacant and the other will continue as a bank.

### **Easement Abandonment**

An easement exists, held by the City of Sebastopol, over portions of both parcels for the purpose of construction, improvement, maintenance and repairs of landscaping. This easement was established in 1993 and has never been acted on by the City of Sebastopol. This easement does not establish a right-of-way, a view corridor, or any type of public access; it is solely for landscaping improvements that have never been installed.

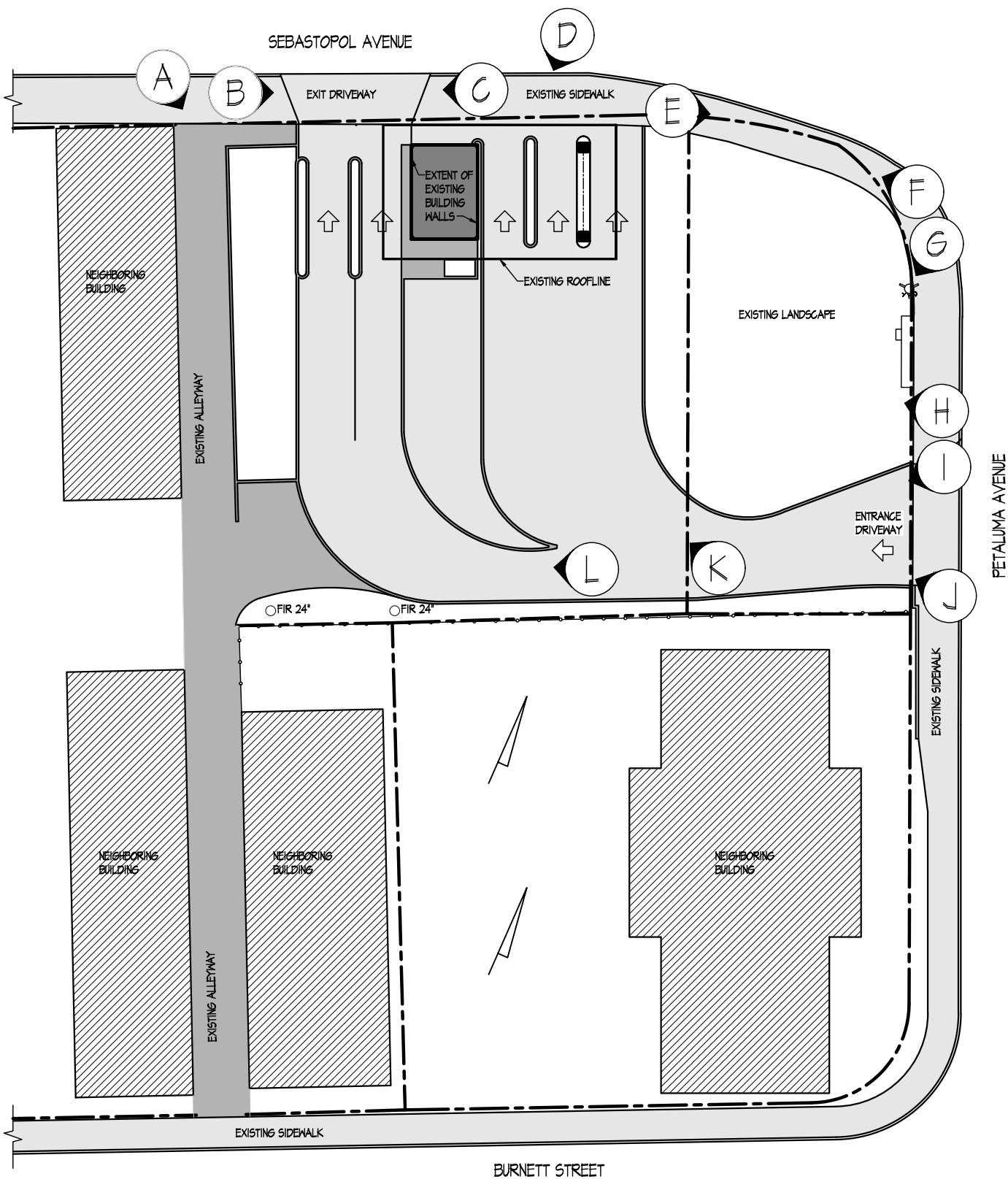
In order to allow the property owner the ability to improve the parcels, a request is made for the City to relinquish and abandon this easement.



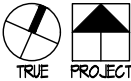
## Application Checklist

- ☒ Application Form:  
Completed and signed by the applicant and all parties having a record title interest in the involved property.
- ☒ Deposit:  
As defined on the fee schedule listed on the Master Planning Application. Checks should be made payable to the City of Sebastopol. Total application costs are determined by the Planning Department, with the final amount based on processing time spent by staff and consultants.
- ☒ Copies:  
Copies of the recorded document that established each involved parcel as a legal parcel. For purposes of this subparagraph, parcels separated for assessment purposes are not legal parcels for purposes of processing a lot line adjustment.
- ☒ Location Map:  
Indicate the subject parcel(s) and adjacent streets on an 8 1/2" by 11" map.
- ☒ Written Statement:  
The statement should include a description of the proposed use(s), as well as a description of current uses and conditions. If there will be multiple uses on the site because of use permit approval, indicate the location and square footage of the different uses.
- ☒ Preliminary Title Report:  
A preliminary title report, prepared within three months of filing the application, including a complete legal description.
- ☒ Site Photographs:  
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. Digital photos on a CD or Thumb Drive are acceptable. It is preferred that the photos are compiled into one PDF document.
- ☒ Proposed Lot Line Adjustment Map (accurately drawn to scale):  
The lot line map must be prepared by an appropriately licensed civil engineer and/or land surveyor whose name, seal and signature must appear on the map. Measurements shall be identified by feet, square feet, or acres to the nearest tenth (10th). The map shall be 8-1/2"x11" in size if practical, or be no larger than 30"x42" trimmed in size and folded and shall specifically show the following:
  - (a) All exterior and interior lines shall be shown on the map and shall be identified by course and bearing description based on survey data, calculated data, or information of record.
  - (b) Proposed new lines and lines to be eliminated shall be so identified in written notation or by legend. Lines to be eliminated shall be dashed or otherwise drawn so as to be clearly distinguishable from and subordinate to remaining new lines.
  - (c) All existing structures shall be accurately located on the original parcels together with their dimensions, the distance between structures, and the number of stories and height of each structure.
  - (d) The distance from the existing structures to the boundary lines of the new parcel on which the structures are located.
  - (e) The distance from existing wells, septic tank, and leach fields to existing and proposed property lines.
  - (f) The locations, purpose, and width of all existing and proposed easements, streets, and appurtenant utilities.
  - (g) The approximate location of all watercourses and existing drainage structures.
  - (h) Topography: Topography of the land with 1-foot contour lines for land with a slope of 5% or less and 2-foot contours for land over 5%. This contour interval may be increased for land with over 20% slope. Contours should be sufficient to show the slope of the project and the adjoining ground for at least 100 feet beyond the project boundaries. Show faults, flood zones and slide areas, high point, low point, and benchmark on City Datum.
  - (i) Trees: Identify all trees greater than 4" in trunk diameter by species and indicate whether they are to be removed or protected. A Tree Protection Plan must also be submitted that is prepared by a registered arborist. The requirements for this plan are shown in a separate checklist that can be obtained at the Planning Department.
  - (j) A reference to prior parcel maps or prior lot line adjustments on the subject property.
  - (k) A copy of any existing Williamson Act agreements affecting the parcels to be adjusted.
  - (l) The assessor parcel numbers of all presently existing lots involved in the application.



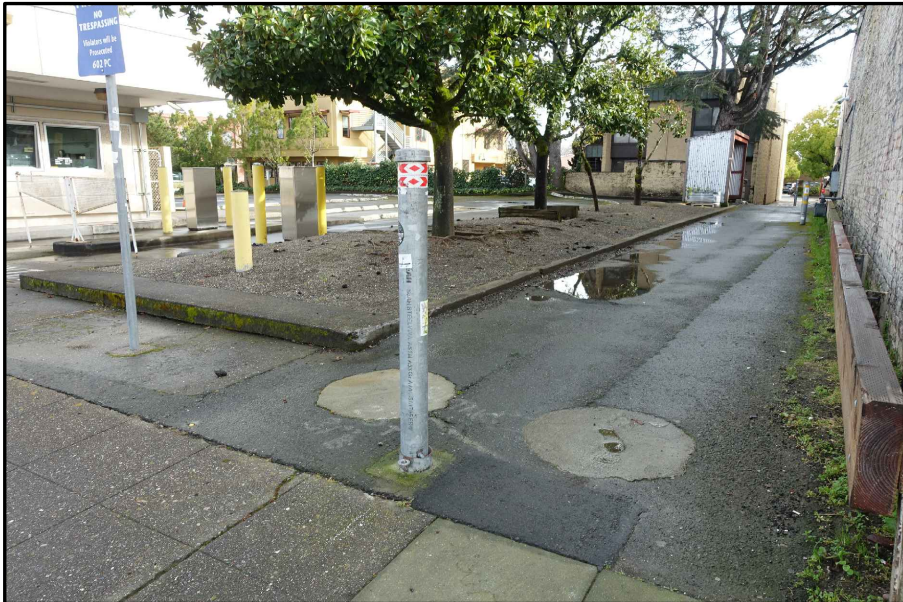


PHOTOGRAPH KEY MAP  
 NOT TO SCALE



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(A)



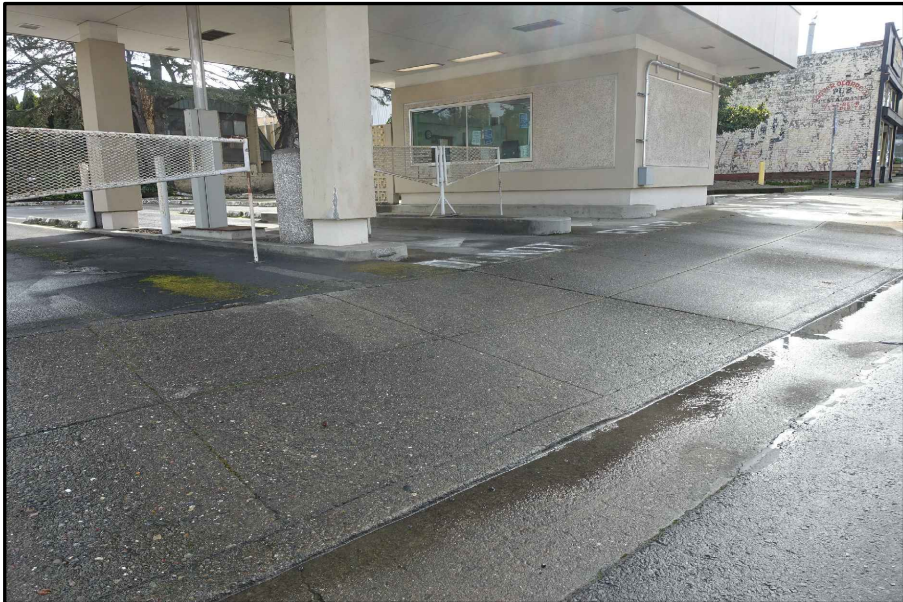
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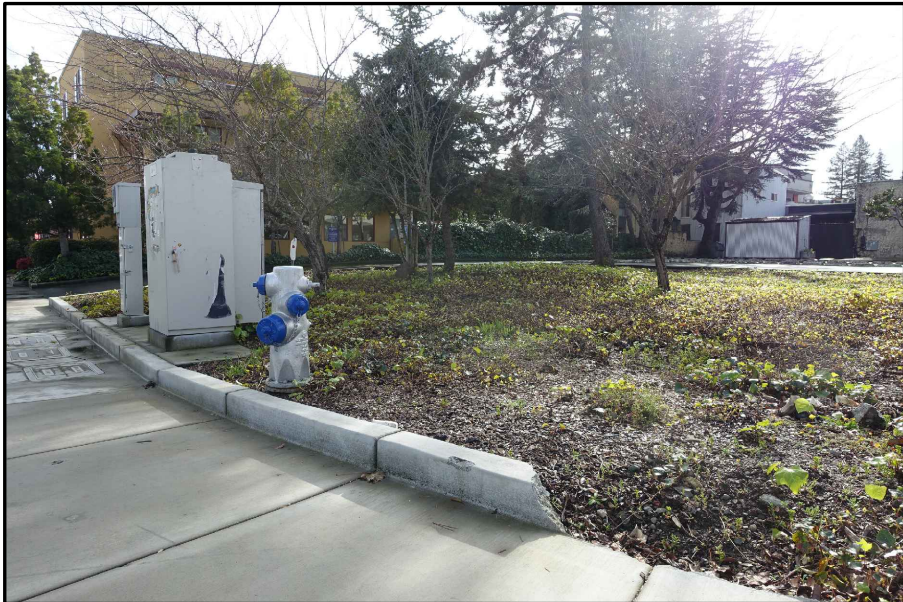
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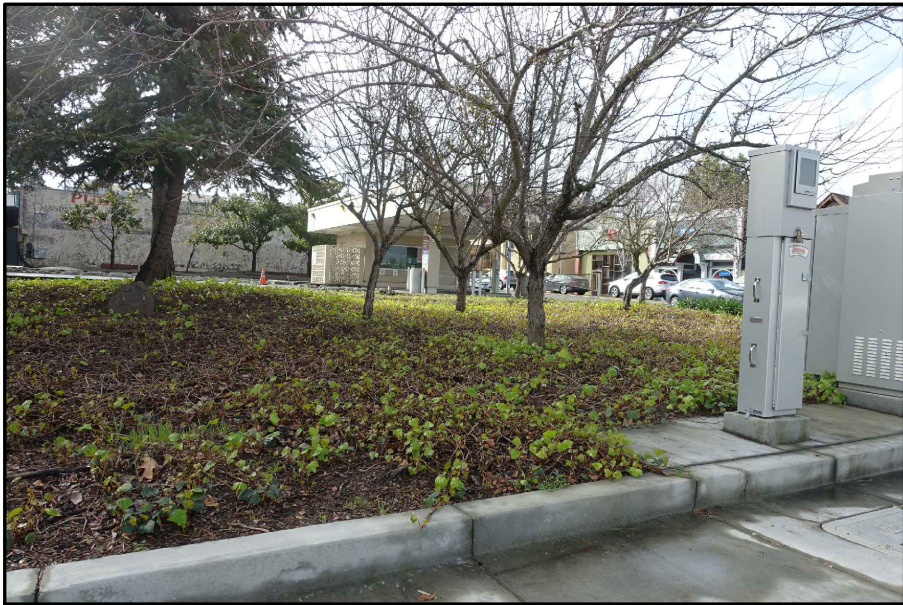
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G



H



I

**PATRICK SLAYTER ARCHITECT**  
POST OFFICE BOX 941 SEBASTOPOL CALIFORNIA 95473 707.828.9090





J



K



L

**PATRICK SLAYTER ARCHITECT**  
POST OFFICE BOX 941 SEBASTOPOL CALIFORNIA 95473 707.828.9090



**PATRICK SLAYTER ARCHITECT**

CALIFORNIA REGISTRATION NUMBER C30700  
POST OFFICE BOX 941  
SEBASTOPOL CALIFORNIA 95473  
707.829.9090  
PS at SLAYTERARCHITECT.COM

May 12, 2025

Project 22.01

**Project Owner**

Westamerica Bank

**Project Address**

6921/6941 Bodega Avenue  
Sebastopol, CA  
Assessor Parcel Numbers: 004 - 054 – 019 / 004 - 054 - 019  
RE: 2025-017

LLA Application Completeness Review Response

**1. Provide title reports for both existing parcels.**

Current Title Reports for both parcels are included with this package.

**2. Verify location of existing utilities into existing building and show on exhibit/site map. Reservation of easements may be required.**

Please see the revised Site Map for utility locations.

Utility easements may be required, however, until design and engineering for any possible future project is underway, this is unknown at this time.

**3. Provide closure calc for proposed re-configure/adjusted parcels.**

Please see the revised Site Map for closure calculations.

**4. Provide copy of existing public easement(s) and other related documents (maintenance agreements, etc.)**

This was provided with the initial package, however, it is included with this package.

**5. Show existing easement(s) requested for abandonment on exhibit/site map.**

Please see the revised Site Map for the configuration of the existing easement. Please note this abandonment request is to eliminate the entire landscape easement.

**6. Provide legal description and plat exhibit of easement proposed for abandonment.**

This information is included with this package.

**7. To confirm code compliance, we understand you intend to have one parcel vacant, and one parcel continuing as a bank. Do you intend to remodel the bank? Would it include any expansion? Are you modifying parking?**

Acknowledging the common sense approach of staff; at this time, this application is only for the lot line adjustment and easement abandonment.



The discovery of the existing landscape easement was unexpected; both the owners and City staff were unaware of its existence. To improve the parcels in accordance with current City documents (principally, locating vehicular circulation and parking behind buildings) the removal of the existing landscape easement is needed and the LLA will create two compliant and improvable parcels.

The future plan for the parcels includes an improvement, and addition to, the existing drive-through building, to become a full bank branch. In discussion with the prior Planning Director, this was a preferred course of action for both the City and the Owner. The site presents a challenging access and egress circumstance and a preliminary Site Plan has been reviewed and preparatorily approved by the Sebastopol Fire Chief.

Regarding current site ingress, egress and circulation, there are currently five drive-through lanes, all exiting directly to eastbound Bodega Avenue (yet none of these lanes is compliant with current Fire Department requirements). Our plan will reduce this number to one curbcut driveway containing a single drive-through lane exit (as a legacy continuation of an approved use) and the Fire Department-approved exit. This alignment will simplify the traffic pattern by moving the exit driveway as far west as possible from the Petaluma Avenue/Bodega Avenue intersection.

The current site ingress is on the east side of the parcels, from Petaluma Avenue, and a Caltrans project completed within the past five years improved this driveway and sidewalk. In any future project, there would be no revision to this area within the public right-of-way.

Current site parking is haphazard, at best, due to the large number of drive-through lanes; a revised site layout, including parking, will be required. Any future site design is not under review with this application.

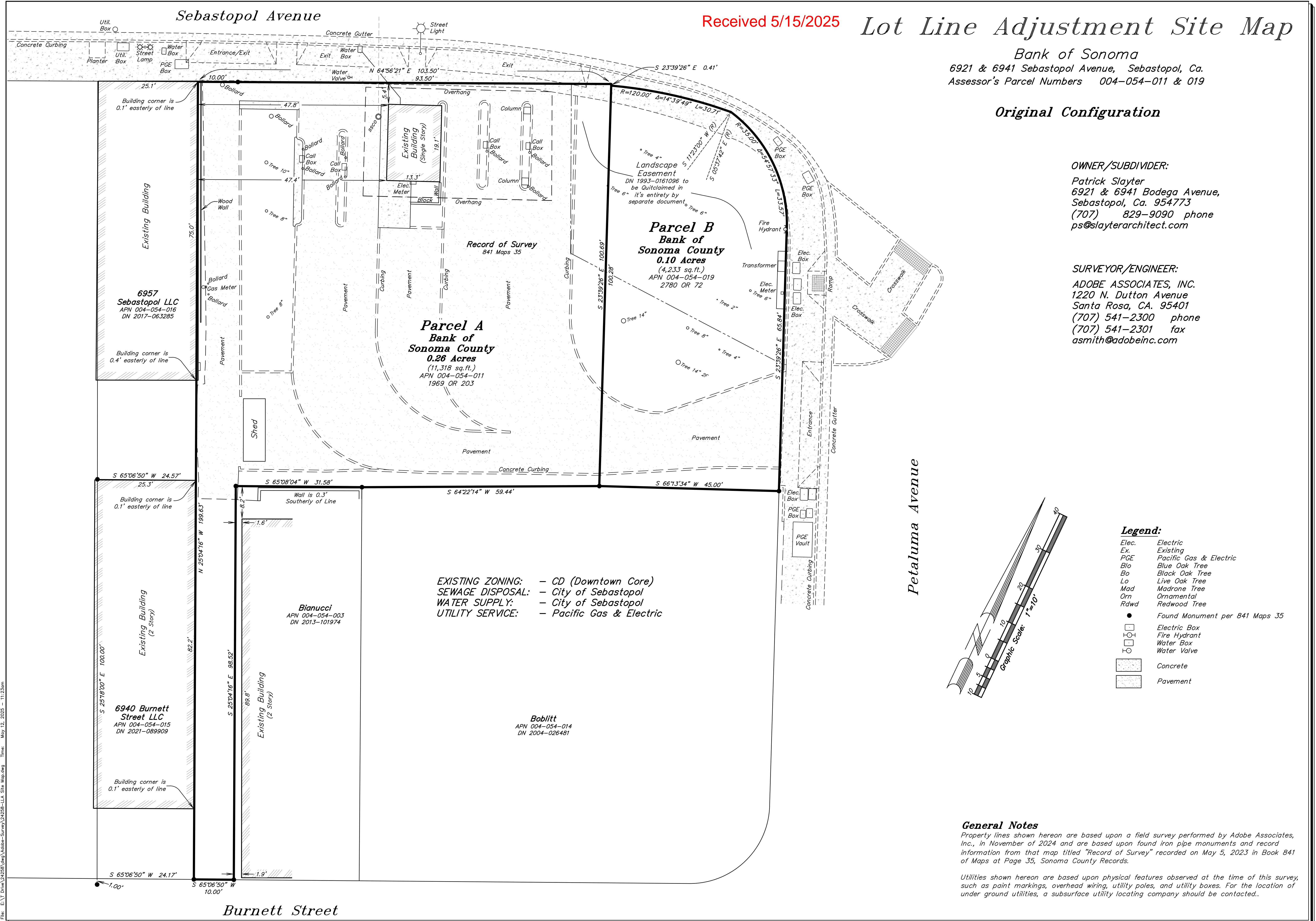
Please contact my office should additional questions arise regarding this application.

A handwritten signature in black ink, appearing to read 'PSL SLE'.

Patrick Slayter, Architect C30700



File: E:\Drawings\24258.dwg Adobe-Survey\24258-LLA Site Map.dwg Time: May 12, 2025 -- 11:23am



Received 5/15/2025 Lot Line Adjustment Site Map

Bank of Sonoma  
6921 & 6941 Sebastopol Avenue, Sebastopol, Ca.  
Assessor's Parcel Numbers 004-054-011 & 019

Original Configuration

OWNER/SUBDIVIDER:  
Patrick Slayter  
6921 & 6941 Bodega Avenue,  
Sebastopol, Ca. 95473  
(707) 829-9090 phone  
ps@slayterarchitect.com

SURVEYOR/ENGINEER:  
ADOBE ASSOCIATES, INC.  
1220 N. Dutton Avenue  
Santa Rosa, CA. 95401  
(707) 541-2300 phone  
(707) 541-2301 fax  
asmith@adobeinc.com

Revisions		Approved	
No.	Description	Date	

adobe associates, inc.  
civil engineering | land surveying | wastewater  
1220 N. Dutton Ave., Santa Rosa, CA 95401  
P. (707) 541-2300 F. (707) 541-2301  
Website: www.adobeinc.com

Aaron R. Smith, PLS 7901

# Site Map

## Lot Line Adjustment

Scale: 1" = 10'

Date: February 5, 2025  
Design by: Jags  
Drawn by: Jags  
Checked by: ARS

Sheet

# 1

of 2 sheets  
Job No. 24258



Lot Line Adjustment Site Map

Bank of Sonoma  
6921 & 6941 Sebastopol Avenue, Sebastopol, Ca.  
Assessor's Parcel Numbers 004-054-011 & 019

Proposed Configuration

OWNER/SUBDIVIDER:

Patrick Slayter  
6921 & 6941 Bodega Avenue,  
Sebastopol, Ca. 954773  
(707) 829-9090 phone  
ps@slayterarchitect.com

SURVEYOR/ENGINEER:

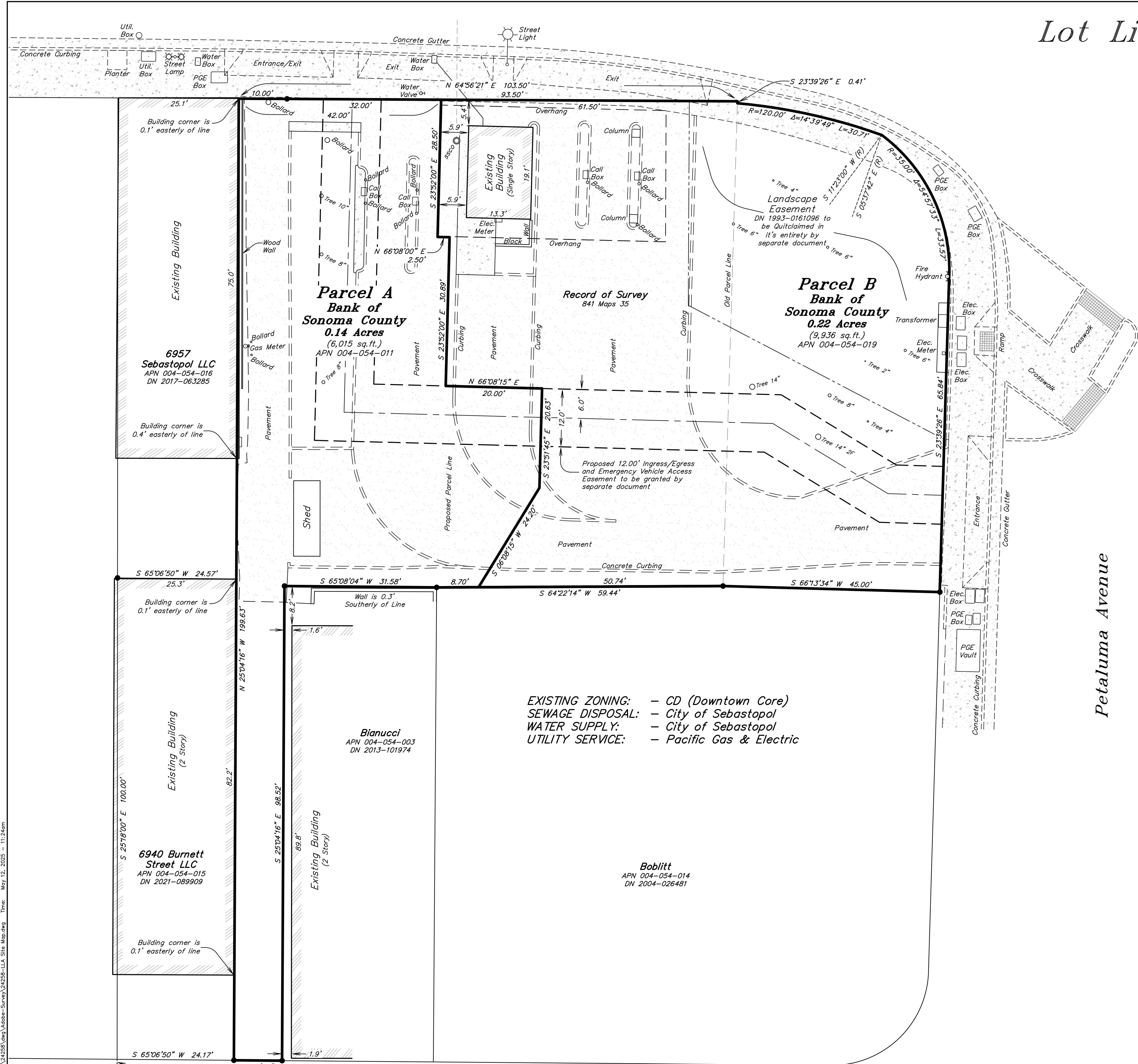
ADOBE ASSOCIATES, INC.  
1220 N. Dutton Avenue  
Santa Rosa, CA. 95401  
(707) 541-2300 phone  
(707) 541-2301 fax  
asmith@adobeinc.com

Overhang Note:

Existing Building Overhang is clear of New Property lines

Petaluma Avenue

Burnett Street



EXISTING ZONING: - CD (Downtown Core)  
SEWAGE DISPOSAL: - City of Sebastopol  
WATER SUPPLY: - City of Sebastopol  
UTILITY SERVICE: - Pacific Gas & Electric

Legend:

- Elec. Electric
- Ex. Existing
- PGE Pacific Gas & Electric
- Blo Blue Oak Tree
- Bo Black Oak Tree
- Lo Live Oak Tree
- Mad Madrone Tree
- Orn Ornamental
- Rdwd Redwood Tree
- Found Monument per 841 Maps 35
- Electric Box
- Fire Hydrant
- Water Box
- Water Valve
- Concrete
- Pavement

General Notes

Property lines shown hereon are based upon a field survey performed by Adobe Associates, Inc., in November of 2024 and are based upon found iron pipe monuments and record information from that map titled "Record of Survey" recorded on May 5, 2023 in Book 841 of Maps at Page 35, Sonoma County Records.

Utilities shown hereon are based upon physical features observed at the time of this survey, such as paint markings, overhead wiring, utility poles, and utility boxes. For the location of under ground utilities, a subsurface utility locating company should be contacted..

Revisions	No.	Date	Description	Approved

adobe associates, inc.  
civil engineering | land surveying | wastewater  
1220 N. Dutton Ave., Santa Rosa, CA 95401  
P. (707) 541-2300 F. (707) 541-2301  
Website: www.adobeinc.com  
"A Service You Can Count On!"

Professional Surveyor Seal for Aaron R. Smith, No. L 7901, State of California.

Site Map  
Lot Line Adjustment

Scale: 1" = 10'	Date: February 5, 2025
	Design by: Jaggs
	Drawn by: Jaggs
	Checked by: AFS



## **Lot Line Adjustment Closure Calculations**

### **Lands of Bank of Sonoma County**

Date: May 12, 2025  
Job No.: 24258.00

#### **Original Parcel A**

Course: N 64°56'21" E Length: 10.00'  
Course: N 64°56'21" E Length: 93.50'  
Course: S 23°39'26" E Length: 100.69'  
Course: S 64°22'14" W Length: 59.44'  
Course: S 65°08'04" W Length: 31.58'  
Course: S 25°04'16" E Length: 98.52'  
Course: S 65°06'50" W Length: 10.00'  
Course: N 25°04'16" W Length: 199.63'

Perimeter: 603.36' Area: 0.26acres  
Error Closure: 0.002084 Course: S 17°09'19" W  
Error North: -0.0019915 East: -0.0006148

Precision 1: 289520.15

#### **Original Parcel B**

Course: S 66°13'34" W Length: 45.00'  
Course: N 23°39'26" W Length: 100.28'

Length: 30.71' Radius: 120.00'  
Delta: 14°39'49" Tangent: 15.44'  
Chord: 30.63' Course: N 77°03'04" E  
Course In: S 20°16'51" E Course Out: N 5°37'02" W

Length: 33.57' Radius: 35.00'  
Delta: 54°57'34" Tangent: 18.20'  
Chord: 32.30' Course: S 51°08'12" E  
Course In: S 11°23'01" W Course Out: N 66°20'34" E



Course: S 23°39'26" E Length: 65.84'

Perimeter: 275.41' Area: 0.10acres

Error Closure: 0.007368 Course: N 74°41'50" W

Error North: 0.0019445 East: -0.0071067

Precision 1: 37194.63

### **Transfer Parcel**

Course: S 64°22'14" W Length: 50.74'

Course: N 6°08'15" E Length: 24.20'

Course: N 23°51'45" W Length: 20.63'

Course: S 66°08'15" W Length: 20.00'

Course: N 23°52'00" W Length: 30.89'

Course: S 66°08'00" W Length: 2.50'

Course: N 23°52'00" W Length: 28.50'

Course: N 64°56'21" E Length: 61.50'

Course: S 23°39'26" E Length: 0.41'

Course: S 23°39'26" E Length: 100.28'

Perimeter: 339.65' Area: 0.12acres

Error Closure: 0.011401 Course: N 5°36'05" E

Error North: 0.0113467 East: 0.0011128

Precision 1: 29791.25

### **Proposed Parcel A**

Course: N 64°56'21" E Length: 42.00'

Course: S 23°52'00" E Length: 28.50'

Course: N 66°08'00" E Length: 2.50'

Course: S 23°52'00" E Length: 30.89'

Course: N 66°08'15" E Length: 20.00'

Course: S 23°51'45" E Length: 20.63'

Course: S 6°08'15" W Length: 24.20'

Course: S 64°22'14" W Length: 8.70'

Course: S 65°08'04" W Length: 31.58'

Course: S 25°04'16" E Length: 98.52'

Course: S 65°06'50" W Length: 10.00'

Course: N 25°04'16" W Length: 199.63'

Perimeter: 517.14' Area: 0.14acres

Error Closure: 0.013450 Course: S 7°22'48" W

Error North: -0.0133381 East: -0.0017276

Precision 1: 38449.81



## Proposed Parcel B

Course: S 66°13'34" W Length: 45.00'  
Course: S 64°22'14" W Length: 50.74'  
Course: N 6°08'15" E Length: 24.20'  
Course: N 23°51'45" W Length: 20.63'  
Course: S 66°08'15" W Length: 20.00'  
Course: N 23°52'00" W Length: 30.89'  
Course: S 66°08'00" W Length: 2.50'  
Course: N 23°52'00" W Length: 28.50'  
Course: N 64°56'21" E Length: 61.50'  
Course: S 23°39'26" E Length: 0.41'

Length: 30.71' Radius: 120.00'  
Delta: 14°39'49" Tangent: 15.44'  
Chord: 30.63' Course: N 77°03'04" E  
Course In: S 20°16'51" E Course Out: N 5°37'02" W

Length: 33.57' Radius: 35.00'  
Delta: 54°57'34" Tangent: 18.20'  
Chord: 32.30' Course: S 51°08'12" E  
Course In: S 11°23'01" W Course Out: N 66°20'34" E

Course: S 23°39'26" E Length: 65.84'

Perimeter: 414.49' Area: 0.22acres  
Error Closure: 0.012910 Course: N 6°24'49" E  
Error North: 0.0128289 East: 0.0014421

Precision 1: 32001.55



WHEN RECORDED RETURN TO:

City of Sebastopol  
7120 Bodgea Avenue  
Sebastopol, CA 95472



1993 0161096

OFFICIAL RECORDS OF  
SONOMA COUNTY  
BERNICE A. PETERSON

AT REQUEST OF

12/15/1993

FEES: \$  
TT: \$

.00  
.00

08:51:32

PGS: 2

PAID

## EASEMENT DEED

BANK OF SONOMA COUNTY

GRANT(S) TO

THE CITY OF SEBASTOPOL, A MUNICIPAL CORPORATION

Lying in the City of Sebastopol, County of Sonoma, State of California, within a portion of the Lands of West America Bank (formerly Bank of Sonoma County) as described in Deeds recorded in Book 1969, Page 203 and in Book 2780, Page 72, both of Official Records of Sonoma County, being an easement with right of immediate entry and continued possession for the construction, improvement, maintenance, and repairs of landscaping over that portion of said lands more particularly described as follows:

Being an irregular shaped parcel in the northeast corner of said Land of West America Bank beginning at the "True Point of Beginning" of that parcel described in the Deed to the City of Sebastopol recorded as Document Number 83-004974 of Official Records of Sonoma County; thence at right angles to the northerly line of the aforesaid Lands of West America Bank South 23° 07' East, 85.00 feet; thence northeasterly to a point on the westerly line of Petaluma Avenue which is 70.00 feet southerly of the northeast corner of said Lands of West America Bank (2780 Official Records, Page 72 Sonoma County Records); thence along said westerly line North 23° West to the most easterly corner of the aforesaid parcel (City of Sebastopol Document No. 83-004974, Sonoma County Records); thence northwesterly and westerly along the southerly line of said parcel to the Point of Beginning.

A.P. 004-054-11 &amp; 19 (portion)

Legal Description Prepared by:

*[Signature]* RCE 14332 Exp 3/7/97  
(Responsible Land Surveyor or Engineer)

REFERENCE: R-

By:

*[Signature]* 11/18/93  
Senior Vice President

A P N. 004 . 054 . 19 &amp; 11

Dated \_\_\_\_\_ 19 \_\_\_\_

By: \_\_\_\_\_

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed above is hereby accepted by order of the Council of the City of Sebastopol pursuant to Council Resolution/Ordinance No. R-1596 dated May 15, 1967, and grantee consents to recordation thereof by its duly authorized officer.

CITY OF SEBASTOPOL  
A Municipal Corporation

By:

*[Signature]*  
City Manager

Dated:

12/13/93

ATTACH NOTARY PUBLIC ACKNOWLEDGEMENT

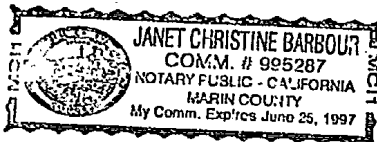


# **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5193

State of California  
 County of Marin  
 On 12/3/94 before me, Janet Christine Barbour, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"  
 personally appeared Dennis Hansen  
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Janet Christine Barbour  
SIGNATURE OF NOTARY

## **OPTIONAL SECTION** **CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL  
☒ CORPORATE OFFICER(S)  
TITLE(S) Emeryville President  
☐ PARTNER(S) ☐ LIMITED  
☐ ATTORNEY-IN-FACT ☐ GENERAL  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

## **SIGNER IS REPRESENTING:** NAME OF PERSON(S) OR ENTITY(IES)

Emeryville Bank

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form

## **OPTIONAL SECTION**

TITLE OR TYPE OF DOCUMENT Easement deed  
 NUMBER OF PAGES 1 DATE OF DOCUMENT 11/18/93  
 SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_



**CLTA Preliminary Report Form**  
(Rev. 11/06)

Order Number: 4904-7247155

Page Number: 1



*First American Title™*

## First American Title Company

California Department of Insurance License No. 2549-4

Escrow Officer: Rebecca Marino  
Phone: (707)544-1560  
Fax No.: (800)660-2005  
E-Mail: teamrebecca@firstam.com

Title Officer: Rebecca Marino  
Phone: (707)544-1560  
Fax No.: (800)660-2005  
E-Mail: teamrebecca@firstam.com

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

Borrower: Bank of Sonoma County  
Property: 6921 and 6941 Bodega Avenue  
Sebastopol, CA

### PRELIMINARY REPORT

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

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

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

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

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

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



Dated as of April 07, 2025 at 7:30 A.M.

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

To Be Determined

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

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

WESTAMERICA BANK, NATIONAL ASSOCIATION WHO ACQUIRED TITLE AS BANK OF SONOMA COUNTY, A CALIFORNIA CORPORATION ALSO KNOWN AS BANK OF SONOMA COUNTY, A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA

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

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2025-2026, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

**The Following Matters Affect PARCEL 1:**

3. "Covenants, conditions and restrictions in the document recorded AUGUST 18, 1937 as [BOOK 438, PAGE 71](#) of Official Records, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. 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."



4. The fact that the land lies within the boundaries of the SEBASTOPOL COMMUNITY Redevelopment Project Area, as disclosed by the document recorded JULY 29, 1983 as INSTRUMENT NO. 1983-050090 of Official Records.
5. An easement for RIGHT OF IMMEDIATE ENTRY AND CONTINUED POSSESSION FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE, AND REPAIRS OF LANDSCAPING and incidental purposes, recorded DECEMBER 15, 1993 as INSTRUMENT NO. 1993-0161096 of Official Records.  
In Favor of: THE CITY OF SEBASTOPOL, A MUNICIPAL CORPORATION  
Affects: AS DESCRIBED THEREIN

The location of the easement cannot be determined from record information.

**The Following Matters Affect PARCEL 2:**

6. The terms and provisions contained in the document entitled AGREEMENT, executed by and between HORTENSIA A. GARCIA, A WIDOW and HENRY P. SOPHEY AND EDWARD F. SOPHEY, recorded JUNE 24, 1926, as BOOK 144, PAGE 210 of Official Records.
7. The effect of a document entitled "DEED", recorded DECEMBER 03, 1931 as [BOOK 309, PAGE 253](#) OF OFFICIAL RECORDS.
8. A notice of assessment recorded DECEMBER 01, 1980 as INSTRUMENT NO. 80-72721 of Official Records, executed by CITY CLERK OF THE CITY OF SEBASTOPOL.
9. An easement for CONSTRUCTION, IMPROVEMENT, MAINTENANCE, AND REPAIRS OF LANDSCAPING and incidental purposes, recorded DECEMBER 15, 1993 as INSTRUMENT NO. 93-161096 of Official Records.  
In Favor of: THE CITY OF SEBASTOPOL, A MUNICIPAL CORPORATION  
Affects: AS DESCRIBED THEREIN

The location of the easement cannot be determined from record information.

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

**The Following Matters Affect BOTH PARCELS:**

11. The effect of a map purporting to show the land and other property, filed in BOOK 841 OF MAPS, PAGE 35 of Record of Surveys.
12. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
13. Rights of parties in possession.



**INFORMATIONAL NOTES**

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

1. General and special taxes and assessments for the fiscal year 2024-2025.

First Installment:	\$1,363.17, PAID
Penalty:	\$0.00
Second Installment:	\$1,363.17, PAID
Penalty:	\$0.00
Tax Rate Area:	005014
A. P. No.:	004-054-011-000

(Affects PARCEL 1)

2. General and special taxes and assessments for the fiscal year 2024-2025.

First Installment:	\$303.13, PAID
Penalty:	\$0.00
Second Installment:	\$303.13, PAID
Penalty:	\$0.00
Tax Rate Area:	005014
A. P. No.:	004-054-019-000

(Affects PARCEL 2)

3. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) COMMERCIAL STRUCTURE known as 6941 BODEGA AVENUE, SEBASTOPOL, CA.

(Affects PARCEL 1)

4. The property covered by this report is vacant land.

(Affects PARCEL 2)

5. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None



6. We are informed that a work of improvement is contemplated on the land referred to in this report/commitment. The land will be inspected on the day documents are intended to be recorded for the purpose of determining whether the commencement of work has occurred. (Commencement of the work includes but is not limited to grading, staking and delivery of equipment or materials.)

Should commencement of work occur prior to the close of escrow and recordation of documents, the Company will require various documents and information, including but not limited to a completed mechanics' lien risk analysis, construction contract(s), lien waivers, loan agreement, disbursement information, executed indemnity agreement and current financial information from proposed indemnitors, in order to determine whether mechanics' lien insurance can be issued. Other requirements may be made following the review of such documents and information.

7. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

- 8. The following additional parcel or parcels has/have appeared in a recorded document or documents describing the land referred to in this preliminary report/commitment:**

**SUBJECT TO AN EASEMENT BY THE PUBLIC OVER ALL THAT PORTION OF SAID PREMISES LYING WITHIN SAID ALLEY.**

**No insurance will be provided as to these parcels, but the parties to the transaction contemplated by this preliminary report/commitment may wish to consider whether these parcels should be included in the documents to be recorded.**

(Affects PARCEL 1)

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



## LEGAL DESCRIPTION

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

Parcel 1: (APN: 004-054-011-000)

Lying within A. J. BURNETT'S ADDITION TO THE TOWN of Sebastopol, Sonoma County, California, recorded February 26, 1887 in [Book 4 of Maps, Page 18](#), Sonoma County Records, and described as:

Beginning at a point on the Southerly line of Santa Rosa Avenue, distant thereon 130 feet Easterly from the Easterly line of South Main Street in said Town of Sebastopol, said Point of Beginning also being the Northeast corner of the parcel of Land conveyed by William P. Barnes to Martha L. Loser by deed dated July 18, 1899 and recorded in [Book 186 of Deeds, Page 112](#), Sonoma County Records; thence North 66° 53' East and along the Southerly line of Santa Rosa Avenue 103.80 feet, more or less, to the Northwestern corner of the parcel of land conveyed to Standard Stations, Inc., a Delaware corporation by deed recorded December 3, 1931 in [Book 309 of Official Records, Page 253](#), Sonoma County Records; thence South 23° East and along the Westerly line of said parcel of land 102.30 feet, more or less, to the Northerly line of the parcel of land conveyed to John A. Tough, et al, by deed recorded April 27, 1928 in [Book 195 of Official Records, Page 323](#), Sonoma County Records; thence South 65° 15' West and along the Northerly line of said parcel of land 59.93 feet to the Northeast corner of the parcel of land conveyed to Emanuel I. Borba by deed recorded May 26, 1927 in [Book 165 of Official Records, Page 383](#), Sonoma County Records; thence South 65° 30' West and along the Northerly line of said Borba Lot 30 feet, more or less, to the Easterly line of a 10 foot alley; thence Southerly along the Easterly line of said alley, said line also being the Westerly line of said Borba lot, a distance of 98.50 feet, more or less, to the Northerly line of Burnett Street; thence South 65° 30' West and along the Northerly line of Burnett Street 10 feet to the Southwest corner of the lands conveyed to John A. Garloff by Administratrix Deed recorded August 18, 1937 in [Book 438 of Official Records, Page 71](#), Sonoma County Records, said point also being the Westerly line of said 10 foot alley; thence Northerly and along the Westerly line of said alley 200 feet, more or less, to the Point of Beginning.

Parcel 2: (APN: 004-054-019-000)

Beginning at a point on the South line of Santa Rosa Avenue, as now established, distant thereon North 66° 53' East 103.8 feet from the Northeast corner of Lot 3 of BURNETT Block, as shown on the map entitled, "S.E. SEBASTOPOL", filed in the Office of the County Recorder of Sonoma County, State of California, on Sept. 21, 1904, in [Book 17 of Maps, Page 7](#); thence along the South line of said Santa Rosa Avenue, North 66° 53' East 45 feet to the West line of said Petaluma Avenue South 23° East 98.5 feet; thence South 66° 53' West 45 feet; thence North 23° West, 98.5 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion of land conveyed to the City of Sebastopol, a Municipal corporation, in Grant Deed recorded August 22, 1974, in [Book 2891, Page 917](#), of Official Records, under Recorder's Serial No. P 16686.

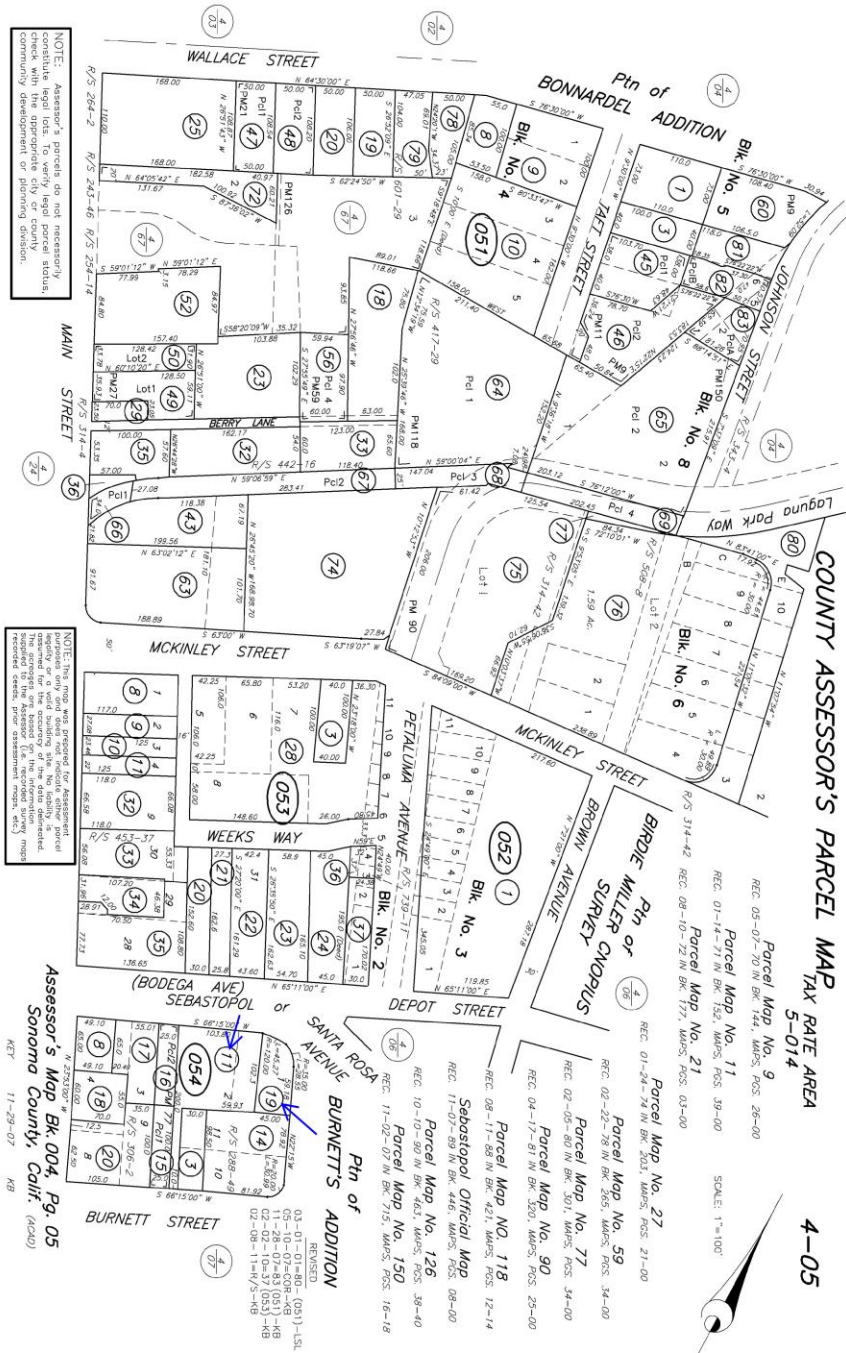
ALSO EXCEPTING THEREFROM that portion of land conveyed to the City of Sebastopol, a Municipal corporation, in Grant Deed recorded January 26, 1983 as Instrument No. [1983-4974](#), of Official Records.

ALSO EXCEPTING THEREFROM all oil, gas and other hydrocarbons, geothermal resources as defined in Section 6903 of the California Public Resources Code, and all other minerals, whether similar to those herein specified or not, within or that may be produced from said real property; provided, however, that the surface of said real property shall never be used for the exploration, development, extraction, removal or storage of any thereof, and also excepting the sole and exclusive right from time to time to drill and maintain wells or other works into or through said real property below a depth of 500 feet and to produce, inject, store and remove from and through such wells or works oil, gas, water and other



substances of whatever nature, including the right to perform any and all operations deemed by grantor necessary or convenient for the exercise of such rights, as reserved in document recorded July 10, 1973, in [Book 2780, Page 72](#), of Official Records of said County, under Recorder's Serial No. N 46730.







***NOTICE***

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



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

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

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

**LIMITATIONS ON COVERED RISKS**

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

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

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

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



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

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

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

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



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

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

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown 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.



**CA Cover Page**

**If this document 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 internet 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. Gov. Code Sec. 12956.1(b)(1)**

Any person who believes that this document contains an unlawful restrictive covenant as described above may submit to the County Recorder a completed Restrictive Covenant Modification form. A complete copy of the original document must be attached to the Restrictive Covenant Modification form, with the unlawful language redacted. After submission to the Recorder, the form and attached document will be reviewed by County Counsel, and if the attached document properly redacts an unlawful covenant, the form and attached document will be recorded. If you submit a request to record a modification document, you must provide a return address in order for the County Recorder to notify you of the action taken by the County Counsel regarding the form. Gov. Code Sec. 12956.2(a)(1), (b)(1), (c)



RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

THIS SPACE FOR RECORDER'S USE ONLY

## RESTRICTIVE COVENANT MODIFICATION

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 redacting and eliminating that restrictive covenant as shown on page(s) \_\_\_\_\_ of the document recorded on \_\_\_\_\_ (date) in book \_\_\_\_\_ and page \_\_\_\_\_ or instrument number \_\_\_\_\_ of the official records of the County of \_\_\_\_\_, 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 being modified, pursuant to subdivision (d) of Section 12956 of the Government Code.

The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

Signature of Submitting Party: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, hereby states that it has determined that the original document referenced above contains an unlawful restriction and this modification may be recorded.

Or

\_\_\_\_\_ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, finds that the original document does not contain an unlawful restriction, or the modification document contains modifications not authorized, and this modification may not be recorded.

\_\_\_\_\_  
County Counsel

By: \_\_\_\_\_

Date: \_\_\_\_\_



## CITY of SEBASTOPOL

7120 BODEGA AVENUE  
SEBASTOPOL, CALIFORNIA  
95472

8:00 4974

RECORDED AT REQUEST OF

1983 JAN 26 AM 8:00

NO TRANSFER TAX DUE

OFFICIAL RECORDS  
SONOMA COUNTY CALIFORNIA

BERNICE A. PETERSON

## GRANT DEED

BANK OF SONOMA COUNTY

FREE

GRANT(S) TO

THE CITY OF SEBASTOPOL, A MUNICIPAL CORPORATION,

All that Real Property situated in the County of SONOMA, State of CALIFORNIA, and described as follows:

Lying within the City of Sebastopol and being a portion of the lands conveyed by deed to the Bank of Sonoma County, recorded July 10, 1973, in Book 2780 of Official Records, Page 72, under Recorder's Serial No. N-46730, Sonoma County Records, more particularly described as follows:

COMMENCING at the most Northeast corner of the lands of the Bank of Sonoma County, as described in the above mentioned deed, said Northeast corner being the point of intersection of the Southerly line of Sebastopol Avenue with the Westerly line of Petaluma Avenue; thence Westerly from said point of commencement and along the Southerly line of Sebastopol Avenue, South 66° 53' West, 55.00 feet to the True Point of Beginning; thence leaving said Southerly line on a 120.00 foot radius curve to the right (the tangent of which bears North 66° 53' East); thence along said curve through a central angle of 21° 36' 50" for a distance of 45.27 feet to a point in the existing Northerly line of said lands as described in that certain Grant Deed from the Bank of Sonoma County to the City of Sebastopol, filed in Book 2891, Page 917 on August 22, 1974; thence from said point and along said Northerly line on a nontangent curve to the left with a radius of 35.00 feet (the tangent of which bears North 69° 43' 40" West) through a central angle of 43° 23' 11" an arc distance of 26.50 feet; thence South 66° 53' West 19.93 feet to the point of beginning; containing 74 square feet. The basis of bearings for the description is the above mentioned deed recorded in Book 2891, Page 917, Sonoma County Records.

BANK OF SONOMA COUNTY  
*Amelia M. Kelly*  
Vice President and Cashier

Dated January 19, 1983 ~~1982~~

STATE OF CALIFORNIA }  
County of Sonoma } ss

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

known to me to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged to me that \_\_\_\_\_ executed the same.

(SEAL)

Notary Public

My commission expires \_\_\_\_\_

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed above is hereby accepted by order of the Council of the City of Sebastopol by Resolution No. R-1596 on May 15 19 87 and grantee consents to recordation thereof by its duly authorized officer.

CITY OF SEBASTOPOL,  
A Municipal Corporation

By *John K. Lewis*  
City Manager

Dated Jan 24, 1983

MAIL TAX STATEMENT TO RETURN ADDRESS



NOTARY PUBLIC - CALIFORNIA  
SONOMA COUNTY  
My comm. expires JUN 28, 1986



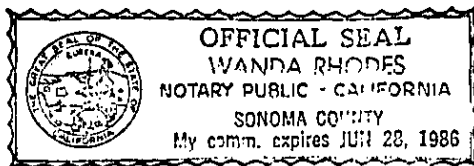
State of CALIFORNIA }  
County of SONOMA } SS.

On this the 19<sup>th</sup> day of January 19 83, before me,

WANDA RHODES  
the undersigned Notary Public, personally appeared

DAVID W. ALDRIDGE

☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence  
to be the person(s) who executed the within instrument as  
Vice President & Cashier on behalf of the corporation therein  
named, and acknowledged to me that the corporation executed it.  
WITNESS my hand and official seal.



Wanda Rhodes  
Notary's Signature

CORPORATE ACKNOWLEDGMENT FORM 712052

OFFICIAL SEAL

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • Woodland Hills, CA 91364



**CA Cover Page**

**If this document 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 internet 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. Gov. Code Sec. 12956.1(b)(1)**

Any person who believes that this document contains an unlawful restrictive covenant as described above may submit to the County Recorder a completed Restrictive Covenant Modification form. A complete copy of the original document must be attached to the Restrictive Covenant Modification form, with the unlawful language redacted. After submission to the Recorder, the form and attached document will be reviewed by County Counsel, and if the attached document properly redacts an unlawful covenant, the form and attached document will be recorded. If you submit a request to record a modification document, you must provide a return address in order for the County Recorder to notify you of the action taken by the County Counsel regarding the form. Gov. Code Sec. 12956.2(a)(1), (b)(1), (c)



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WHEN RECORDED MAIL TO:

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## RESTRICTIVE COVENANT MODIFICATION

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 redacting and eliminating that restrictive covenant as shown on page(s) \_\_\_\_\_ of the document recorded on \_\_\_\_\_ (date) in book \_\_\_\_\_ and page \_\_\_\_\_ or instrument number \_\_\_\_\_ of the official records of the County of \_\_\_\_\_, 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 being modified, pursuant to subdivision (d) of Section 12956 of the Government Code.

The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

Signature of Submitting Party: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, hereby states that it has determined that the original document referenced above contains an unlawful restriction and this modification may be recorded.

Or

\_\_\_\_\_ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, finds that the original document does not contain an unlawful restriction, or the modification document contains modifications not authorized, and this modification may not be recorded.

\_\_\_\_\_  
County Counsel

By: \_\_\_\_\_

Date: \_\_\_\_\_



CITY of SEBASTOPOL  
7120 BODEGA AVENUE  
SEBASTOPOL, CALIFORNIA  
95472

RECORDED AT REQUEST OF Sebastopol City  
AT 6 MIN. PAST 10 M.  
Official Records of Sonoma County, Calif.  
COUNTY RECORDER Hub. [Signature]  
Fee \$10.00 Paid. Date AUG 22 1974  
NO TRANSFER TAX DUE

BOOK 2891 PAGE 917

## GRANT DEED P 16686

BANK OF SONOMA COUNTY

GRANT(S) TO

THE CITY OF SEBASTOPOL, A MUNICIPAL CORPORATION,

All that Real Property situated in the County of SONOMA, State of CALIFORNIA, and described as follows:

Lying within the City of Sebastopol and being a portion of the lands conveyed by deed to the Bank of Sonoma County, recorded July 10, 1973, in Book 2780 of Official Records, Page 72, under Recorder's Serial No. N-46730, Sonoma County Records, more particularly described as follows:

BEGINNING at the most Northeast corner of the said lands of the Bank of Sonoma County, said point being the Intersection of the Southerly line of Sebastopol Avenue with the Westerly line of Petaluma Avenue; thence from said point of beginning along the Easterly line of the said lands of the Bank of Sonoma County being common to the Westerly line of Petaluma Avenue, S 23° 00' E 35.07 feet to a point; thence leaving the Westerly line of Petaluma Avenue on a curve to the left (from a tangent bearing N 23° 00' West) through a delta angle of 90° 07' with a radius of 35.00 feet for a length of 55.05 feet to a point on the Northerly line of the said lands of Bank of Sonoma County, said point also lying on the Southerly line of Sebastopol Avenue; thence along the Northerly line of the said lands of the Bank of Sonoma County being common with the Southerly line of Sebastopol Avenue, N 66° 53' E 35.07 feet to the point of beginning; containing an area of 264 square feet, more or less.

PORTION OF ASSESSOR'S PARCEL NO. 4-054-01.



BANK OF SONOMA COUNTY, a California corporation

By J. P. Long, President  
By Barbara Mahnke, Secretary

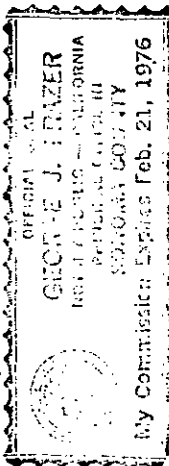
Dated August 12, 1974

STATE OF CALIFORNIA }  
County of Sonoma } ss

On August 12, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. P. Long and Barbara Mahnke known to me to be the persons whose names subscribed to the within instrument and acknowledged to me that they executed the same.

(SEAL)

My commission expires February 21, 1976



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed above is hereby accepted by order of the Council of the City of Sebastopol by Resolution No. R-1596 on May 15, 1967 and grantee consents to recordation thereof by its duly authorized officer.

CITY OF SEBASTOPOL,  
A Municipal Corporation  
By [Signature] City Clerk

Dated August 21, 1974  
MAIL TAX STATEMENT TO RETURN ADDRESS

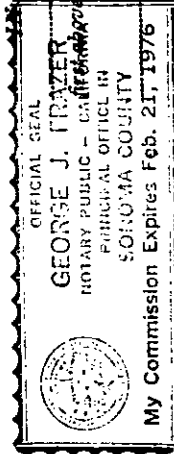


STATE OF CALIFORNIA,

County of Sonoma

On this 12th day of August, 1976, before me, George J. Frazer, a Notary Public, State of California, duly commissioned and sworn, personally appeared J. P. Long and Barbara Mahnke, known to me to be the President and Secretary of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sonoma the day and year in this certificate



*George J. Frazer*  
Notary Public, State of California.  
February 21, 1976

My Commission Expires  
END OF DOCUMENT