



City of Sebastopol

**CITY OF SEBASTOPOL CITY COUNCIL**

**AGENDA ITEM REPORT FOR MEETING OF: May 5, 2026**

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**To:** Honorable Mayor and City Councilmembers  
**From:** Eli Arreola – Contract Associate Planner (Consultant: 4LEAF)  
**Responsible Department:** Planning  
**Subject:** 7983 Covert Lane – Consideration of a Resolution Approving a Minor Subdivision

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**RECOMMENDATION:**

Staff recommends the City Council hold a public hearing, deliberate, and adopt a resolution finding the minor subdivision exempt from CEQA and approving a Tentative Map to provide for a two-way lot split at 7983 Covert Lane.

**PROCESS OF AGENDA ITEM:**

- a. Presentation of agenda item from Responsible Department
- b. Council questions and discussion
- c. Public comment
- d. Council deliberation and action

**EXECUTIVE SUMMARY:**

The project proposes to divide an existing 6.59-acre parcel located at 7983 Covert Lane into two parcels. Parcel 1 would be a newly-created, vacant 2.47-acre L-shaped lot fronting onto Valentine Avenue. The Designated Remainder Parcel, containing the existing church facilities and parking lot, would be a 4.12-acre irregularly shaped lot fronting onto Covert Lane with a drive aisle along the East side of Parcel 1 (see attached tentative parcel map). No development or physical improvements are proposed as part of the subdivision; this application establishes a property line and new vacant parcel only.

**BACKGROUND:**

The applicant, Mark Andrilla, submitted an application on behalf of the St. Sebastian Catholic Church for a minor subdivision (2-way lot split creating one new parcel) at 7983 Covert Lane, APN 004-330-041. The application was submitted on October 16, 2025, and was deemed complete for processing on October 30, 2025.

On March 24, 2026, the Planning Commission reviewed the proposed lot split. The Commission was supportive of the proposed lot split. As shown in the attached Resolution, the Planning Commission unanimously recommended that the City Council approve the proposed lot split.

**DISCUSSION:**

The project site is an existing 6.59-acre parcel located along Covert Lane in the northwestern portion of the City. The existing site fronts onto Covert Lane and backs up to Valentine Avenue. The northern portion of the site is currently developed with the church facilities (five structures) and 123 parking spaces. The southern portion of the site is vacant. The entire site is zoned Multi-Family Residential (R-7) and has a High Density Residential (HDR) Land Use Designation. The surrounding land uses are Planned Communities (PC) to the North, Single-Family Residential (R4) to the East and West, and Libby Park is directly South of the project site. The item before the City Council tonight is for approval of a lot split only.

**General Plan Consistency:**

As designed and conditioned, the proposed subdivision conforms to the General Plan and applicable zoning districts. The subdivision only divides an existing property into two and does not alter or change any land use designation or



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zoning. The project is consistent with the City’s standards for subdivisions and provisions of the State’s Subdivision Map Act.

**Zoning Ordinance Consistency:**

The entire parcel is zoned Multi-Family Residential (R7) and is subject to the R7 development standards as set forth in Section 17.20.030 of the Sebastopol Municipal Code. The applicable standards for this subdivision relate to lot size, street frontage, and setbacks.

The minimum lot size for an interior parcel in the R7 zoning district is 6,000 square feet with a minimum width of 60 feet. Parcel 1 conforms to these standards with a lot size of approximately 64,000 square feet and width of approximately 175 feet. This parcel is vacant and no development is proposed with this application. The lot is proposed to be sold and a future development application can be expected, but is not known at this time. Any future development will be required to comply with R7 development standards, including but not limited to setbacks, height limits, and lot coverage requirements. The Designated Remainder Parcel also complies with R7 zoning standards with a lot size of approximately 179,270 square feet and a width of approximately 371 feet. This parcel is developed with the existing church facilities and, as proposed, this subdivision complies with the applicable R7 setback requirements as illustrated by the attached parcel map (Exhibit A).

**STAFF ANALYSIS:**

**Required Findings:**

To approve the subdivision, the City must make the findings included in Subsection A of SMC Section 16.28.070, as follows:

A. In recommending approval or conditional approval or in approving or conditionally approving a tentative map, the Planning Commission or City Council as applicable shall find:

1. That the proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan, any applicable specific plan, and other applicable provisions of this code; and *The proposed subdivision divides the existing parcel into two new lots (Parcel 1 and the Designated Remainder Parcel). The project does not propose any new development or physical improvements and does not alter the existing land use designation or zoning district. The subdivision would not conflict with the General Plan and may provide an opportunity to develop the vacant portion of the property.*

2. Except for condominium conversion projects where no new structures are added, that the design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision, as described in the State Subdivision Map Act and any guidelines promulgated by the City Council.

*No development is proposed as part of this subdivision.*

B. (Not applicable to this subdivision)

C. (Not applicable to this subdivision)

D. The Planning Commission may recommend, and the City Council may deny, approval of the tentative map on any grounds provided by law including, without limitation, a finding that the discharge of waste from the proposed subdivision into an existing community sewer system would result in, or add to, violation of existing requirements prescribed by a State regional water quality control board. A tentative map shall be denied if any of the following findings are made:



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1. That the proposed map is not consistent with the General Plan, applicable specific plans, or other applicable provisions of this code;
2. That the design or improvement of the proposed subdivision is not consistent with the General Plan, applicable specific plans, or other applicable provisions of this code;
3. That the site is not physically suitable for the type of development;
4. That the site is not physically suitable for the proposed density of development;
5. That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. Notwithstanding the foregoing, the City Council may approve such a tentative map if an environmental impact report was prepared with respect to the project and a finding was made pursuant to Section 21081 of CEQA that specific economic, social or other considerations make infeasible the mitigation measures or project alternatives identified in the environmental impact report;
6. That the design of the subdivision or the type of improvements are likely to cause serious public health problems;
7. That the design of the subdivision or the type of improvements will conflict with easements of record or easements established by court judgment, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the City Council may approve a map if they find that alternate easements for access or for use will be provided and that those will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction, and no authority is hereby granted to the Planning Commission to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision;
8. That all requirements of the California Environmental Quality Act and the rules and procedures adopted by the City Council pursuant thereto have not been met;
9. That the applicant has failed to submit complete or adequate information;
10. Not applicable.

City staff has reviewed the application, determined this application has met the findings; and the application has received support for approval from the Planning Commission. Staff recommends approval of the lot split.

**CITY COUNCIL GOALS / PRIORITIES / GENERAL PLAN CONSISTENCY:**

Restoring Public Trust – Openly share decisions, data, and reasoning.

Improve Public Communications – Focus on transparency, empathy, and honesty. Communicate benefits and impacts, not just procedures or policies.

**PUBLIC NOTICE:**

This item was 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.



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**PUBLIC COMMENT:**

As of the writing of this staff report, the City has not received any public comment. However, if staff receives public comment from interested parties following the publication and distribution of this staff report, such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of this item.

**FISCAL IMPACT:**

The proposed project will not have an adverse fiscal impact on the City. All staff time and expenses to review, permit, and process the Tentative Parcel Map are covered by the project applicant.

**RESTATED RECOMMENDATION:**

Staff recommends the City Council hold a public hearing, deliberate, and adopt a resolution finding the minor subdivision exempt from CEQA and approving a Tentative Map to provide for a two-way lot split at 7983 Covert Lane.

**ALTERNATIVE OPTIONS:**

- 1. Direct staff to make findings for denial and schedule a public hearing for denial of the project.

**ATTACHMENTS:**

- Draft Resolution 26-XX
- Planning Commission Resolution 26-02
- Exhibit A – Tentative Map
- Exhibit B – Conditions of Approval
- Application Materials

**APPROVALS:**

Department Head Approval: JR Approval Date: 4/14/26  
CEQA Determination (Planning): JR Approval Date: 4/14/26

**Environmental Review:**

The project is categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15315 (Class 15, Minor Land Divisions). The Class 15 exemption applies to projects that consist of division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel with the previous two years and the parcel does not have an average slope greater than 20 percent.

Administrative Services/Financial Approval: Approval Date: 4/14/26

Costs authorized in City Approved Budget:  Yes  No  N/A (Future budget impacts are not known at this time and are dependent on City Council direction)

Account Code (if applicable) \_\_\_\_\_

A deposit account has been set up for this project for cost/recovery of consultant/contract employee and staff time.

City Attorney Approval: Approval Date: 4/27/2026

City Manager Approval: Approval Date: 4/27/2026

**RESOLUTION NUMBER: -2026**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL APPROVING A MINOR SUBDIVISION TENTATIVE MAP TO CREATE ONE ADDITIONAL PARCEL AND ONE REMAINDER PARCEL FOR THE PROPERTY LOCATED AT 7983 COVERT LANE (APN 004-330-041)**

WHEREAS, the City of Sebastopol completed a comprehensive General Plan update with adoption of a new General Plan on November 15, 2016, and adopted the Sixth Cycle Housing Element Update on January 4, 2023; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA, codified at Public Resources Code § 21000 *et seq.*) and the State CEQA Guidelines (14 CCR, § 15000 *et seq.*), on November 15, 2016, the City Council certified and adopted an Environmental Impact Report (EIR) for the Sebastopol General Plan (the “Project”; State Clearinghouse No. 2016032001); and

WHEREAS, on October 16, 2025, the Applicant submitted an application for approval of a Parcel Map to subdivide a parcel located at 7983 Covert Lane (APN 004-330-041) into two separate parcels (“Project”); and

WHEREAS, the existing parcel contains a significant vacant portion of undeveloped land at the southern end of the property; and

WHEREAS, the proposed minor subdivision request is for a two-way lot split to establish the existing church facilities and parking on their own remainder parcel of 4.12 acres and to create a new, vacant parcel of 2.47 acres; and

WHEREAS, no development of either parcel is proposed at this time; and

WHEREAS, on March 24, 2026, the Planning Commission held a duly noticed public hearing to review the proposed Project, heard a staff report and considered all public testimony and written comments submitted to the City regarding the item prior to taking action on the item; and

WHEREAS, the City Council held a duly noticed public meeting to consider the item on May 5, 2026, and heard public comment, reviewed the proposed Project, heard a staff report, and considered all public testimony and written comments submitted to the City regarding the item prior to taking action on the item; and

WHEREAS, the City Council finds that the proposed Project is consistent with the City of Sebastopol General Plan, the City’s Subdivision Ordinance, and the State Subdivision Map Act; and

WHEREAS, the Record of Proceedings (“Record”) upon which the City Council bases its decision includes, but is not limited to: (1) the State of California Environmental Quality Act (CEQA) Guidelines (California code of Regulations, Title 14, Division 6, Chapter 3); (2) the Sebastopol Municipal Code; (3) the City of Sebastopol General Plan and its related Environmental Impact Report (EIR), adopted November 15, 2016; (4) the City of Sebastopol 2023-2031 Housing Element Update and its related Addendum to the City of Sebastopol General Plan EIR, adopted by the City Council on January 3, 2023; (5) all staff reports, city files, records, and other documents prepared for and/or submitted to the City Council related to the approval of the Parcel Map; (6) all documentary and oral evidence received at the public hearing or submitted to the City during the comment period on the Project; and (7) all other matters of common knowledge to

the City Council, and the City, including, but not limited to, City, state and federal laws, policies, rules, regulations, reports, records, and projections related to development with the City and its surrounding areas.

NOW, THEREFORE, BE IT RESOLVED that the City Council finds that this project is categorically exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15315 (Class 15, Minor Land Divisions). CEQA Guidelines Section 15315 applies to projects that consist of division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels, which the State has determined to be a class of projects that will not have a significant effect on the environment.

BE IT FURTHER RESOLVED that the City Council of the City of Sebastopol does hereby, based on substantial evidence and in view of the whole Record, determine that the findings to approve the Tentative Map can be made for the following reasons:

1. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan, any applicable specific plan, and other applicable provisions of this code.  
*The proposed subdivision divides the existing parcel into two lots, including a vacant Parcel 1 and the Designated Remainder Parcel with the existing church facilities and parking. The project does not propose any new development or physical improvements and does not alter the existing land use designation or zoning district. The subdivision would not conflict with the General Plan.*
2. Except for condominium conversion projects where no new structures are added, the design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision, as described in the State Subdivision Map Act and any guidelines promulgated by the City Council.  
*Not applicable as no development is proposed as part of this subdivision.*

BE IT FURTHER RESOLVED that the City Council of the City of Sebastopol, California, does hereby approve the Minor Tentative Map allowing for the division of the parcel located at 7983 Covert Lane based on the findings above and subject to the Conditions of Approval in Exhibit B.

IT IS HEREBY CERTIFIED that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Sebastopol held on May 5, 2026, by the following vote:

**VOTE:**

Ayes:  
Noes:  
Abstain:  
Absent:

APPROVED: \_\_\_\_\_  
Jill McLewis, Mayor

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

APPROVED AS TO FORM: \_\_\_\_\_  
Alex Mog, City Attorney

## RESOLUTION NO. 26-02

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SEBASTOPOL  
RECOMMENDING THE CITY COUNCIL APPROVE A MINOR SUBDIVISION TENTATIVE MAP  
TO CREATE ONE ADDITIONAL PARCEL AND ONE REMAINDER PARCEL FOR THE PROPERTY  
LOCATED AT 7983 COVERT LANE (APN 004-330-041)

WHEREAS, on October 16, 2025, the Applicant submitted an application for approval of a Parcel Map to subdivide a parcel located at 7983 Covert Lane (APN 004-330-041) into two separate parcels (“Project”); and

WHEREAS, the existing parcel contains a significant vacant portion of undeveloped land at the southern end of the property; and,

WHEREAS, the proposed minor subdivision request is for a two-way lot split to establish the existing church facilities and parking on their own remainder parcel of 4.12 acres and to create a new, vacant parcel of 2.47 acres; and

WHEREAS, no development of either parcel is proposed at this time; and

WHEREAS, the Planning Commission finds that the proposed project is consistent with the City of Sebastopol General Plan, the City’s Subdivision Ordinance, and the State Subdivision Map Act; and

WHEREAS, on March 24, 2026, the Planning Commission held a duly noticed public hearing to review the proposed Project, heard a staff report and considered all public testimony and written comments submitted to the City regarding the item prior to taking action on the item; and,

WHEREAS, the Record of Proceedings (“Record”) upon which the Planning Commission bases its decision includes, but is not limited to: (1) the State California Quality Act (CEQA) Guidelines (California code of Regulations, Title 14, Division 6, Chapter 3); (2) the Sebastopol Municipal Code; (3) the City of Sebastopol General Plan and its related Environmental Impact Report (EIR), adopted November 15, 2016; (4) the City of Sebastopol 2023-2031 Housing Element Update and its related Addendum to the City of Sebastopol General Plan EIR, adopted by the City Council on January 3, 2023; (5) all staff reports, city files, records, and other documents prepared for and/or submitted to the Planning Commission related to the approval of the Parcel Map; (6) all documentary and oral evidence received at the public hearing or submitted to the City during the comment period on the Project; and (7) all other matters of common knowledge to the Planning Commission, and the City, including, but not limited to, City, state and federal laws, policies, rules, regulations, reports, records, and projections related to development with the City and its surrounding areas.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission finds that this project is categorically exempt from the provisions of the CEQA pursuant to CEQA Guidelines Section 15315 (Class 15, Minor Land Divisions). CEQA Guidelines Section 15315 applies to

projects that consist of division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels, which the State has determined to be a class of projects that will not have a significant effect on the environment.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Sebastopol does hereby, based on substantial evidence and in view of the whole Record, determine that the findings to approve the Tentative Map can be made for the following reasons:

1. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan, any applicable specific plan, and other applicable provisions of this code.  
*The proposed subdivision divides the existing parcel into two lots, including a vacant Parcel 1 and the Designated Remainder Parcel with the existing church facilities and parking. The project does not propose any new development or physical improvements and does not alter the existing land use designation or zoning district. The subdivision would not conflict with the General Plan.*
2. Except for condominium conversion projects where no new structures are added, the design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision, as described in the State Subdivision Map Act and any guidelines promulgated by the City Council.  
*Not applicable as no development is proposed as part of this subdivision.*

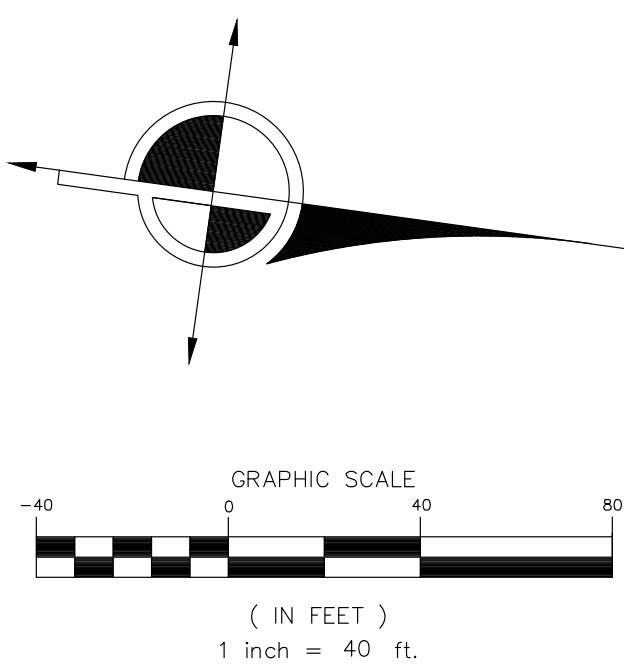
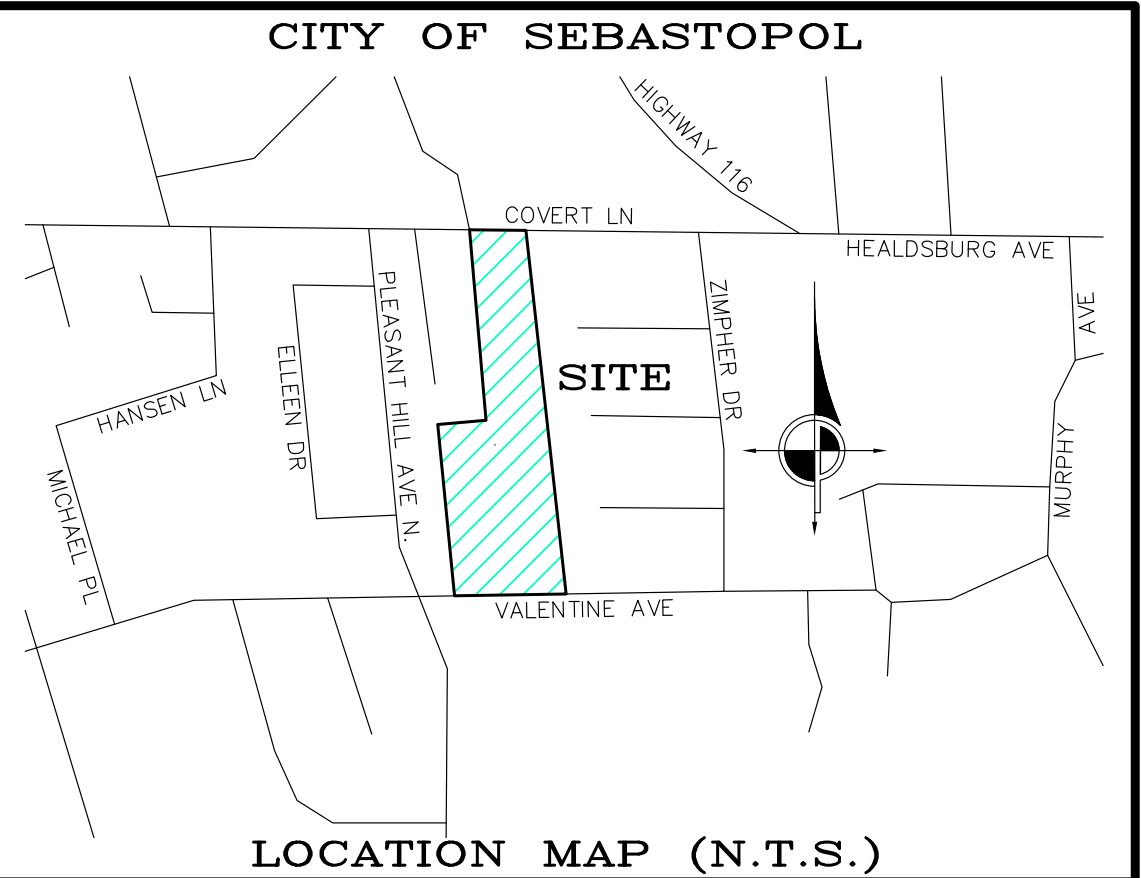
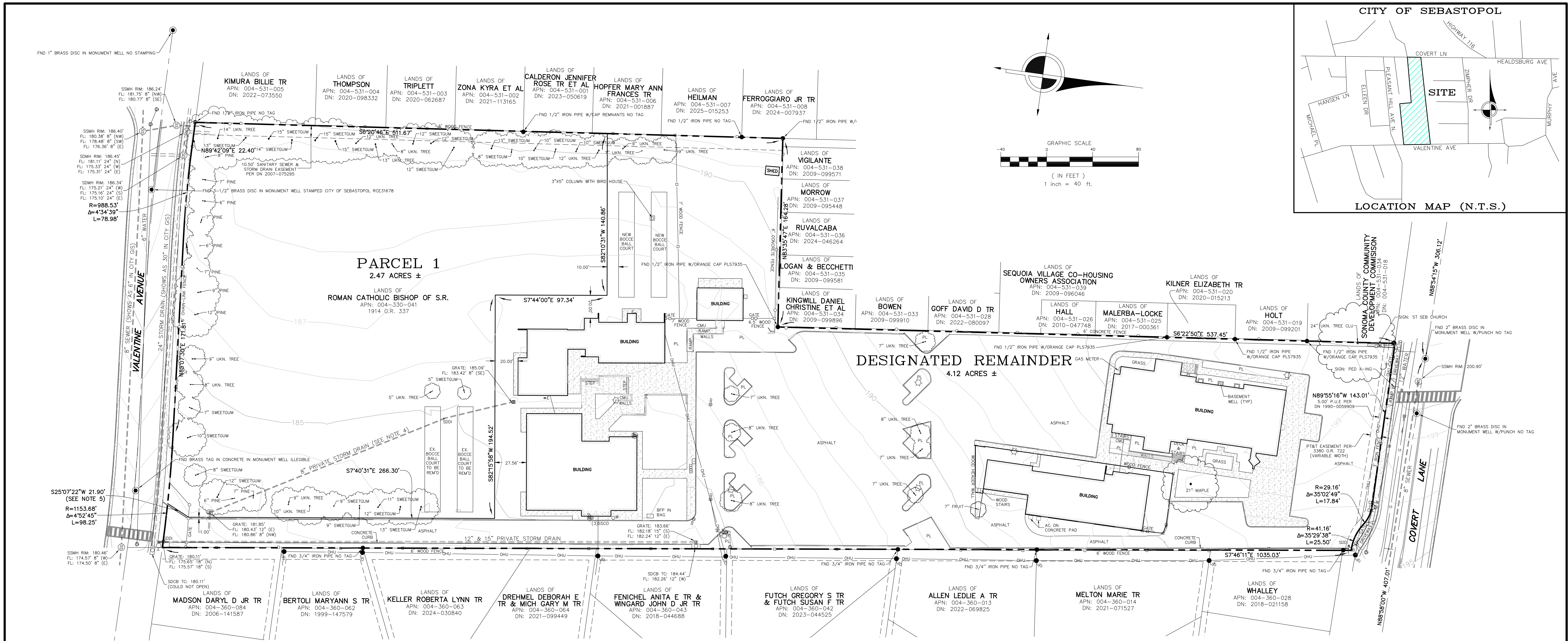
BE IT FURTHER RESOLVED that the Planning Commission of the City of Sebastopol, California, does hereby recommend that the City Council approve the Minor Tentative Map allowing for the division of the parcel located at 7983 Covert Lane based on the findings above and subject to the Conditions of Approval in Exhibit B and Exhibit C.

IT IS HEREBY CERTIFIED that the foregoing resolution was duly adopted at a regular meeting of the Planning Commission of the City of Sebastopol held on March 24, 2026, by the following vote:

VOTE: 4-0-0-0  
 AYES: Commissioners Harper, Fritz, Vice-Chair Koelemeijer, Chair Fernandez  
 NOES: None  
 ABSTAIN: None  
 ABSENT: None

Certified:   
 Jane Riley  
 Interim Planning Director

ATTEST:   
 Evert Fernandez  
 Chair, Planning Commission



**PROJECT INFORMATION**

**OWNER:** ROMAN CATHOLIC BISHOP OF S.R.  
985 AIRWAY COURT  
SANTA ROSA, CALIFORNIA 95403

**APPLICANT:** ROMAN CATHOLIC BISHOP OF S.R.  
985 AIRWAY COURT  
SANTA ROSA, CALIFORNIA 95403

**SITE ADDRESS:** 7983 COVERT LANE  
SEBASTOPOL CA 95472

**ASSESSOR'S PARCEL NUMBER:** 004-330-041  
**TOTAL PARCEL AREA:** ±6.59 ACRES  
**PROPOSED PARCEL AREA:**  
**PROPOSED REMAINDER AREA:**  
**PARCEL ZONING:** R7 MULTIFAMILY RESIDENTIAL

**SURVEYOR:** CINQUINI & PASSARINO, INC.  
1804 SOSCOL AVE. #202  
NAPA, CA 94959  
MARK P. ANDRILLA, P.L.S. 8985  
(707) 690-9025

**NOTES**

1. THE PARCEL BOUNDARIES AND TOPOGRAPHY IS BASED ON A FIELD SURVEY CONDUCTED IN JULY AND AUGUST OF 2025 BY CINQUINI & PASSARINO, INC. ANY NEW DRIVEWAY LOCATIONS ALONG VALENTINE AVENUE AND THEIR RESPECTIVE WIDTHS WILL BE SPECIFIED AS PART OF FUTURE DEVELOPMENT PLANS FOR PARCEL 1.
2. ANY NEW WATER, SEWER, AND STORM DRAIN IMPROVEMENTS OR CONNECTIONS TO THE EXISTING PUBLIC SYSTEM WILL BE SPECIFIED AS PART OF FUTURE DEVELOPMENT PLANS FOR PARCEL 1.
3. THE EXISTING PRIVATE STORM DRAIN ACROSS PARCEL 1 SHALL BE RELOCATED TO THE EXISTING PUBLIC SYSTEM FROM VALENTINE AVENUE AS PART OF A FUTURE DEVELOPMENT PROJECT.
4. THE EXISTING PRIVATE STORM DRAIN ACROSS PARCEL 1 SHALL BE RELOCATED TO THE REMAINDER PARCEL ACCESS DRIVEWAY FROM VALENTINE AVENUE AS PART OF A FUTURE DEVELOPMENT PROJECT.
5. THE EXISTING FENCE NEAR THE REMAINDER PARCEL ACCESS DRIVEWAY FROM VALENTINE AVENUE SHALL BE RELOCATED TO THE PARCEL 1 LOT LINE.
6. THERE EXISTS THE POTENTIAL FOR UPSIZING OF NEARBY EXISTING PUBLIC UTILITIES AS PART OF A FUTURE DEVELOPMENT PROJECT.

**BENCHMARK**

BEING A FOUND 1/2" IRON PIPE IN CONCRETE WITH NO TAG IN A MONUMENT WELL AT THE CENTERLINE INTERSECTION OF COVERT LANE AND ZIMPHER DRIVE AS SHOWN ON THE CITY OF SEBASTOPOL BASE MAPS. ELEVATION = 182.74'

**BASIS OF BEARINGS**

BEING NORTH 89°58'00" WEST BETWEEN A FOUND 1/2" IRON PIPE IN CONCRETE WITH NO TAG IN A MONUMENT WELL AT THE CENTERLINE INTERSECTION OF COVERT LANE AND ZIMPHER DRIVE AND A FOUND 1/2" IRON PIPE WITH TAG REMNANTS IN A MONUMENT WELL AT AN ANGLE POINT IN THE COVERT DRIVE CENTERLINE AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 314 AT PAGE 26, SONOMA COUNTY RECORDS.

**SURVEYOR'S STATEMENT**

THIS MAP REPRESENTS A FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION ON AUGUST 13, 2025 AND REPRESENTS THE VISUAL SURFACE CONDITIONS AS OF AFORESAID DATE.

*Preliminary*

MARK P. ANDRILLA, P.L.S. 8985 DATE

**LEGEND (ALL SYMBOLS MAY NOT APPLY)**

--- SUBJECT PROPERTY BOUNDARY	--- WIRE FENCE	⊕ TELEPHONE VAULT	<P> PROPOSED	BLDG BUILDING	FL FLOWLINE	RWB RETAINING WALL BOTTOM
--- OVERHEAD ELECTRIC LINE	--- CONCRETE	⊕ GAS VALVE	APN ASSESSOR'S PARCEL NUMBER	BSW BACK OF SIDEWALK	FG FINISH GRADE	RWT RETAINING WALL TOP
--- OVERHEAD TELEPHONE LINE	--- PERIMETER OF BUILDING	⊕ GAS METER	DN DOCUMENT NUMBER	CMP CORRUGATED METAL PIPE	GB GRADE BREAK	SD STORM DRAIN
--- OVERHEAD UTILITY LINES (MULTIPLE)	--- SURVEY CONTROL POINT	⊕ BOLLARD	LO LIVE OAK	DI DRAINAGE INLET	HC HANDICAPPED PARKING SPACE	SLB STREET LIGHT BOX
--- OVERHEAD ELECTRIC (HIGH VOLTAGE)	--- SPOT ELEVATION	⊕ SIGN	MAD MADRONE	DN DOCUMENT NUMBER	HDPE HIGH DENSITY POLYETHYLENE	SMBUT SINGLE WHITE BUTTON
--- OVERHEAD UTILITY LINES (HIGH VOLTAGE)	--- SANITARY SEWER CLEANOUT	⊕ MAILBOX	ORN ORNAMENTAL	DR DRIVEWAY	(ITEM NO.) TITLE REPORT ITEM NUMBER	SYBUT SINGLE YELLOW BUTTON
--- GAS LINE	--- SANITARY SEWER MANHOLE	● FOUND IRON PIPE, SIZE AND TAGGED AS NOTED	RWD REDWOOD	DBUT DOUBLE YELLOW BUTTON	JB JUNCTION BOX	TB TOP OF BANK
--- STORM DRAIN LINE	--- STORM DRAIN MANHOLE	● FOUND MONUMENT, SIZED AND STAMPED, AS NOTED	WO WHITE OAK	EP EDGE PAVING	LIP LIP OF GUTTER	TOE TOP OF BANK
--- SANITARY SEWER LINE	--- STORM DRAIN CATCH BASIN	● TREE SYMBOL AND DRIP LINE	SYC SYCAMORE	ER EDGE OF ROAD	NG NATURAL GROUND	TC TOP OF CURB
--- WATER LINE	--- DRAINAGE INLET	⊕ EXISTING	WL WILLOW	ORL OFFICIAL RECORDS	PL PLANTER	BRC BACK OF ROLLED CURB
--- PROPOSED LOT LINE	--- DRAINAGE INLET	⊕ TELEPHONE MANHOLE	AC ASPHALT	ETW EDGE TRAVELED WAY	PL PLANTER	TSB TRAFFIC SIGNAL BOX
--- CHAINLINK FENCE	--- DRAINAGE DOWNSPOUT	⊕ CABLE TV BOX	B.F.P.C.V. BACK FLOW PREVENTION CHECK VALVE	EXIST EXISTING	RCP REINFORCED CONCRETE PIPE	TW TOP OF WALL
--- WOOD FENCE						OH OVERHEAD

**TENTATIVE PARCEL MAP**

OF THE LANDS ROMAN CATHOLIC BISHOP OF S.R. AS DESCRIBED IN THE GRANT DEED RECORDED IN BOOK 1258 PAGE 549, OFFICIAL RECORDS OF SONOMA COUNTY LYING WITHIN THE CITY OF SEBASTOPOL

COUNTY OF SONOMA STATE OF CALIFORNIA  
1 LOT & 1 DESIGNATED REMAINDER 6.59 ACRES

PREPARED: 10/16/25  
SCALE: 1"=40'

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

1804 Soscol Avenue, STE 202  
Napa, CA, 94959  
Phone: (707) 690-9025  
Fax: (707) 542-2106  
WWW.CINQUINIPASSARINO.COM

APN. 004-330-041 SHEET 1 OF 1  
CPI FILE NO. 10954-25

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

**TENTATIVE MAP: 2025-051**  
**St. Sebastian Roman Catholic Church**  
**1-Lot, 1-Designated Remainder Parcel Map**  
**7983 Covert Lane**  
**(APN 004-330-041)**

**PUBLIC WORKS ENGINEERING CONDITIONS OF APPROVAL**

1. Prior to expiration of the approved Tentative Map as dictated by Government Code Section 66452.6, the Parcel Map (hereafter, "Map") prepared by, or under the direction of, a registered civil engineer or licensed land surveyor shall be submitted to the City Engineer for review and approval. In general, form and content of the Map shall adhere and conform to the requirements set forth in the Subdivision Map Act (GC 66445) and the Sebastopol Municipal Code (SMC 16.24.090).
2. An accurate and complete survey of the land to be subdivided shall be made by a registered civil engineer or licensed land surveyor and shall be the basis of the Map prepared for submittal to the City Engineer.
3. All property corners for each lot shall be monumented with no less than 3' long by 1/2" diameter galvanized steel pipe imbedded no less than 24" into ground, except as otherwise expressly permitted in writing by the City Engineer.
4. A preliminary submittal shall be provided to the City Engineer for review and shall include all necessary documentation and information necessary for performing the required review in order to approve the Map. Necessary documentation and information shall include, but not be limited to:
  - Applicable engineering map review fees, or fee deposits (required with the initial submittal),
  - Current title report produced within six (6) months of the date of the preliminary submittal to the City Engineer,
  - Surveyor closure calculations for the land to be divided, newly created lot(s), and designated remainder land,
  - All referenced record documents (recorded and unrecorded) used as the basis of, or to determine, the boundary of the lands being subdivided.
  - Preliminary soils investigation,
  - Any governing documents (e.g., existing and proposed covenants, conditions, and/or restrictions, etc.)
5. A covenant running with the land shall be executed by the owner of the land to be subdivided on behalf of owner(s) and its successors, heirs, and assigns for Parcel 1 and the designated remainder parcel, agreeing to annex this subdivision into the existing City of Sebastopol Lighting Assessment District.
6. A covenant running with the land shall be executed by the owner of the land to be subdivided on behalf of owner(s) and its successors, heirs, and assigns for Parcel 1 and the designated remainder parcel, agreeing to the relocation of a private storm drain that runs across Parcel 1 to the new location within designated remainder parcel access driveway from Valentine Avenue, and the relocation of the existing fence running over

the southeast corner of Parcel 1 located near the designated remainder parcel access driveway from Valentine Avenue to the new location along the common boundary line of Parcel 1 and designated remainder parcel, as both are shown on approved Tentative Map 2025-051. The covenant shall include provisions for the timing, and the allocation of costs (in the manner owner chooses), for said relocation of both the existing private storm drain and existing fence. Allocated costs shall include design, permits, construction and ongoing maintenance thereof said relocated improvements.

7. The Map shall include a local agency sheet for other information as required by the City of Sebastopol, and is to be recorded simultaneously with the Map. Information to be included on the local agency sheet shall not be limited to the following:
- Any new driveway locations along Valentine Avenue and their widths shall be specified as part of future development plans for Parcel 1.
  - Any new water, sewer, and storm drain improvements or connections to the existing public systems shall be specified as part of future development plans for Parcel 1.
  - **Water:** Where future development of Parcel 1 results in a total increase of more than 4 units over existing number of units including additional units in future development phases of Parcel 1, a water supply study shall be submitted to the City that verifies proposed water system improvements will provide required pressure to service future development of Parcel 1 in accordance with the City water master plan.
  - **Sewer:** Where future development of Parcel 1 results in a total increase of more than 4 units over existing number of units including additional units in future development phases of Parcel 1, sanitary sewer flow quantities in accordance with City of Santa Rosa Sanitary Sewer Standard Specifications design flow criteria shall be submitted to the City for its use to complete a sanitary sewer capacity study and the cost thereof shall be borne by the future development of Parcel 1.
  - The private storm drain that runs across Parcel 1 as shown on approved Tentative Map 2025-051 shall be relocated to the designated remainder parcel access driveway from Valentine Avenue as part of a future development of Parcel 1.
  - The existing fence running over the southeast corner of Parcel 1 located near the designated remainder parcel access driveway from Valentine Avenue shall be relocated to the common boundary line of Parcel 1 and designated remainder parcel.
  - Future development of Parcel 1 shall be subject to all applicable development impact fees that are in effect at the time of future development of Parcel 1.



**SITE DATA TABLE**

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

SITE DATA TABLE	REQUIRED / ZONING STANDARD	EXISTING	PROPOSED
<b>Zoning</b>	N/A	R7	R7
<b>Use</b>	N/A	CHURCH	CHURCH
<b>Lot Size</b>	6000 SF	6.59 ac	2.47 ac/4.12 ac
<b>Square Feet of Building/Structures</b> <i>(if multiple structures include all separately)</i>	IT IS PRESUMED THAT ALL BUILDING SIZES ARE TO CODE (NO NEW BUILDINGS ARE PROPOSED)	8870 sf/5291 sf/1140 sf/5083 sf/7174 sf	8870 sf/5291 sf/1140 sf/5083 sf/7174 sf
<b>Floor Area Ratio (F.A.R)</b>	<u>    </u> N / <u>    </u> A <u>    </u> FAR	<u>    </u> N / <u>    </u> A <u>    </u> FAR	<u>    </u> N / <u>    </u> A <u>    </u> FAR
<b>Lot Coverage</b>	40 % of lot	9.6 % of lot	15.3 % of lot
	2400 sq. ft.	27558 sq. ft.	27558 sq. ft.
<b>Parking</b>		123	123
<b>Building Height</b>	30'	N/A	N/A
<b>Number of Stories</b>	2	1 (all bldgs)	1 (all bldgs)
<b>Building Setbacks – Primary</b>			
<i>Front</i>	10'	88'	88'
<i>Secondary Front Yard (corner lots)</i>	N/A	N/A	N/A
<i>Side – Interior</i>	10% LOT WIDTH	19'	19'
<i>Rear</i>	20% LOT DEPTH	811'	533'
<b>Building Setbacks – Accessory</b>			
<i>Front</i>	N/A	N/A	N/A
<i>Secondary Front Yard (corner lots)</i>	N/A	N/A	N/A
<i>Side – Interior</i>	3'	28'	20'
<i>Rear</i>	3'	296'	20'
<b>Special Setbacks (if applicable)</b>			
<i>Other ( _____ )</i>			
<b>Number of Residential Units</b>	1 Dwelling Unit(s)	1 Dwelling Unit(s)	1 Dwelling Unit(s)
<b>Residential Density</b>	1 unit per 3600 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: N/A cu. yds. Cut: N/A cu. yds. Fill: N/A cu. yds. Off-Haul: N/A cu. yds
<b>Impervious Surface Area</b>	N/A	45 % of lot	45 % of lot
		129,000 sq. ft.	129,000 sq. ft.
<b>Pervious Surface Area</b>	N/A	55 % of lot	55 % of lot
		158,000 sq. ft.	158,000 sq. ft.

### CONDITIONS OF APPLICATION

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

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

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

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

- |   |   |
|---|---|
| <input type="checkbox"/> A general plan   | <input type="checkbox"/> A specific plan    |
| <input type="checkbox"/> An ordinance affecting building permits or grading permits | <input type="checkbox"/> A zoning ordinance |

#### Certification

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

Property Owner's Signature:  Date: 10.15.25

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

Applicant's Signature:  Date: 10.15.25

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

## Neighbor Notification

---

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

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

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

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

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

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

## Website Required for Major Projects

---

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

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

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

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

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

January 4, 2026

**Re: Written Statement  
Owner's Statement  
In support of Application for Lot Split  
Property: 7983 Covert Lane, Sebastopol CA 95472  
APN: 004-330-041**

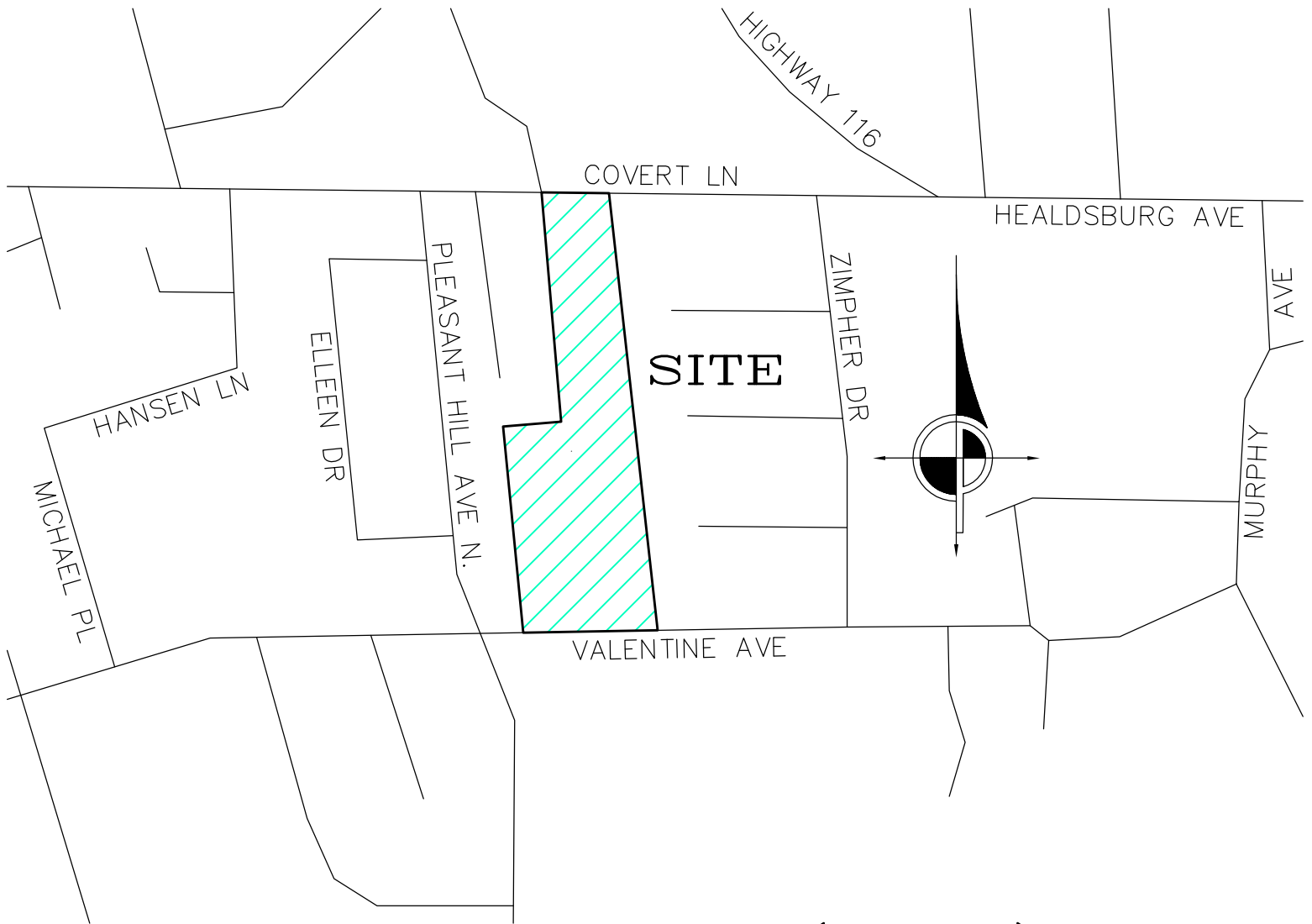
Dear Planning Department:

This corrects the Owner's Written Statement dated October 1, 2025 to request a lot split instead of a lot line adjustment. St. Sebastian Catholic Church of Sebastopol ("Owner") submits this statement in support of its Application for Lot Split relating to the above-referenced property ("Property"). The Property currently includes approximately 6.59 acres, of which approximately 2.47 acres is proposed as a new parcel that the Owner desires to create (Parcel 1 as shown on the submitted draft Tentative Map). The Owner seeks to create Parcel 1 in order to sell it for the purpose of raising money.

St. Sebastian Catholic Church of Sebastopol

  
\_\_\_\_\_  
Father Mario Valencia, Pastor

# CITY OF SEBASTOPOL



LOCATION MAP (N.T.S.)



# City of Sebastopol

## ENVIRONMENTAL/INFORMATION ASSESSMENT FORM Application Checklist

*(To be completed by applicant)*

The submittal information shall be provided to the Planning Department.

Date Filed: October 16, 2025

**General Information:**

1. Name of developer or project sponsor: Cinquini and Passarino  
Address of developer or project sponsor: \_\_\_\_\_
2. Address of project: 7983 Covert Lane, Sebastopol, CA 95472  
Assessor's Block and Lot Number: 004-330-041
3. Name of person to be contacted concerning this project: Mark Andrilla  
Address of person to be contacted concerning this project: \_\_\_\_\_  
Telephone Number of person to be contacted concerning this project: 707-690-9025
4. Indicate number of the permit application for the project to which this form pertains: \_\_\_\_\_
5. List and describe any other related permits and other public approvals required for this project, including those required by City, Regional, State and Federal Agencies: none known

- 
6. Existing Zoning District: R7 Multi-family resident Existing General Plan Designation: R7 Multi-family resident
  7. Propose Use of Site (Project for which this form is filed): The owner seeks to create a new lot to sell for the purpose of raising money. Buyer may seek development for residential use, but that is unknown.
- 

**PROJECT DESCRIPTION:**

8. Site Size: existing 6.59 acres; proposed new lot 2.47 acres

- 9. Square Footage: 2.47 acres
- 10. Number of floors of construction: N/A
- 11. Amount of off-street parking: N/A
- 12. Attach plans
- 13. Proposed scheduling
- 14. Associated project
- 15. Anticipated incremental development:
- 16. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected.
- 17. If commercial, indicate the type, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities.
- 18. If industrial, indicate type, estimated employment per shift, and loading facilities.
- 19. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project.
- 20. If the project involves a variance, conditional use or rezoning application, state this and indicate clearly why the application is required.

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

21.	Change in existing features of any bays, tidelands, beaches or hills, or substantial alternation of ground contour.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
22.	Change in scenic views or vistas from existing residential areas or public lands or roads.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
23.	Change in pattern, scale or character of general area of project.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
24.	Significant amounts of solid waste or litter.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
25.	Change in dust, ash, smoke, fumes or odors in vicinity.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
26.	Change in ocean, bay, lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
27.	Substantial change in existing noise or vibration levels in the vicinity.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
28.	Site on filled land or on slope of 10 percent or more.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

30.	Substantial change in demand for municipal services (police, fire, water, sewage, etc).	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
31.	Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc).	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
32.	Relationship to a larger project or series of projects.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

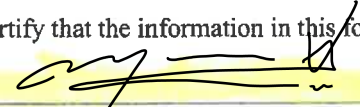
**Environmental Setting:**

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

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

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

I certify that the information in this form is correct to the best of my knowledge.

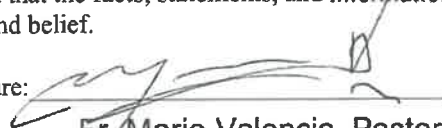
  
 Applicant Signature

10.15.25  
 Date

**Certification:**

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information represented are true and correct to the best of my knowledge and belief.

Date: 10.15.25

Signature:   
 Printed Name: Fr. Mario Valencia, Pastor  
 For: St. Sebastian Catholic Church of Sebastopol

Attachment 33 to Environmental Information and Assessment Form

St. Sebastian Catholic Church of Sebastopol (“Owner”) submits this statement in support of its Application for Lot Line Adjustment relating to the above-referenced property (“Property”). The Property currently includes approximately 6.59 acres, which is used by the Parish as a church and associated uses. The Property includes approximately 2.47 acres of open land without buildings, and owner is proposing a new lot that the Owner desires to create (“New Lot”) as shown on the submitted draft Tentative Map. The lot is flat and does not have any notable plants, animals, cultural, historical, or scenic aspects. The property enjoys excellent existing street frontage and access. The Owner seeks to create the New Lot in order to sell it for the purpose of raising money.

Covert Lane Frontage

Received  
10/16/2025



Exit  
Salida  
NO  
TRESPASSING  
PRIVATE  
PROPERTY  
VIOLATORS WILL  
BE PROSECUTED

R.D. M  
COVER



View looking southerly along easterly boundary

View looking northwesterly behind parish hall building complex



View looking southwesterly at Valentine Avenue frontage





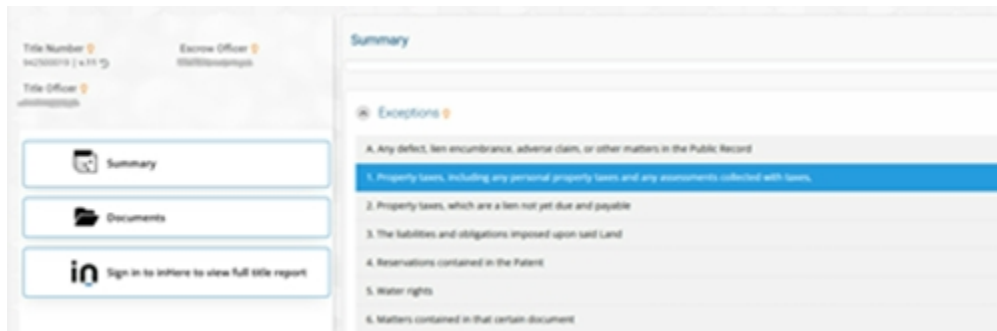
View looking southwesterly at Parish Hall

## Preliminary Report

**File No.:** FSNX-7012500960D  
**Escrow No.:** FSNX-7012500960 S  
**Property Address:** 7983 Covert Lane, Sebastopol, CA

**Title Officer:** Mark Encinas  
**Escrow Officer:** Sarah Miranda

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**PRELIMINARY REPORT**

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

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

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

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

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

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

**Fidelity National Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

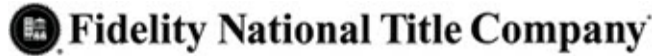
Marjorie Nemzura, Secretary

Countersigned By:

Jennifer Hall  
Authorized Officer or Agent



Visit Us on our Website: [www.fntic.com](http://www.fntic.com)



**ISSUING OFFICE:** 11320 Trade Center Drive, Ste C, Rancho Cordova, CA 95742

**FOR SETTLEMENT INQUIRIES, CONTACT:**

Fidelity National Title Company  
1319 First Street, 2nd Floor • Napa, CA 94559  
(707)255-5800 • FAX (707)256-4416

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

**PRELIMINARY REPORT**

Title Officer: Mark Encinas  
Email: [Mark.Encinas@titlegroup.fntg.com](mailto:Mark.Encinas@titlegroup.fntg.com)  
Title No.: FSNX-7012500960D

Escrow Officer: Sarah Miranda  
Email: [Sarah.Miranda@fnf.com](mailto:Sarah.Miranda@fnf.com)  
Escrow No.: FSNX-7012500960 S

TO: Fidelity National Title Company  
1319 First Street, 2nd Floor  
Napa, CA 94559  
Attn: Sarah Miranda

**PROPERTY ADDRESS(ES):** 7983 Covert Lane, Sebastopol, CA

**EFFECTIVE DATE: August 22, 2025 at 07:30 AM**

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

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

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

The Roman Catholic Bishop of Santa Rosa, a (California) Corporation sole

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

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

## EXHIBIT "A"

### Legal Description

For [APN/Parcel ID\(s\): 004-330-041-000](#)

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

COMMENCING AT A 6" X 6" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF LOT 16 AS THE SAME IS SHOWN UPON THE MAP ENTITLED "BROOKSIDE ADDITION TO THE CITY OF SEBASTOPOL", ETC., FILED APRIL 18, 1946 IN [BOOK 56 OF MAPS, PAGES 10](#) AND 11, SONOMA COUNTY RECORDS, WHICH MONUMENT ALSO DESIGNATES THE SOUTHWEST CORNER OF LOT ONE OF THE VALENTINE SUBDIVISION RECORDED IN [BOOK 23 OF MAPS, PAGE 2](#), SONOMA COUNTY RECORDS, RUNNING THENCE NORTH 89° 51" WEST 496.58 FEET TO THE NORTHWEST CORNER OF LOT 3 OF THE HUNTLEY FRUIT RANCH SUBDIVISION RECORDED IN [BOOK 13 OF MAPS, PAGE 2](#), SONOMA COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF LOT 4 OF THE SAID HUNTLEY FRUIT RANCH SUBDIVISION NORTH 88° 40' WEST 71.09 FEET TO AN IRON PIPE MONUMENT LOCATED IN THE SOUTHEAST CORNER OF THE 5 ACRE [TRACT OF](#) LAND DESCRIBED IN THE DEED FROM LULU J. GREER, ET CON, TO JOEL T. SEALOCK, ET UX, DATED NOVEMBER 16, 1926 AND RECORDED DECEMBER 2, 1926 IN [BOOK 154 OF OFFICIAL RECORDS, PAGE 303](#), SONOMA COUNTY RECORDS; THENCE CONTINUING NORTH 88° 40' WEST 235.26 FEET TO THE SOUTHWEST CORNER OF THE ONE ACRE [TRACT OF](#) LAND DESCRIBED IN THE DEED FROM LULU J. GREER, ET CON, TO JOEL T. SEALOCK, ET UX, DATED DECEMBER 27, 1927 AND RECORDED FEBRUARY 21, 1928 IN [BOOK 192 OF OFFICIAL RECORDS, PAGE 386](#), SONOMA COUNTY RECORDS; AND THE ACTUAL POINT OF BEGINNING OF THE [TRACT OF](#) LAND TO BE HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING NORTH 7° 48" WEST 1109.02 FEET TO THE SOUTH LINE OF COVERT ROAD (40 FEET WIDE); THENCE ALONG THE SOUTH LINE OF COVERT ROAD NORTH 88° 58" WEST 180.20 FEET TO A POINT WHICH IS SOUTH 88° 58" EAST 165.65 FEET FROM THE NORTHEAST CORNER OF THE [TRACT OF](#) LAND DESCRIBED IN THE DEED FROM FRANK O. GRANT, ET UX, TO JOHN L. BRANCHCOMB, ET UX, DATED JANUARY 3, 1952 AND RECORDED JANUARY 8, 1952 UNDER RECORDER'S SERIAL NO. D-57749, SONOMA COUNTY RECORDS; THENCE LEAVING COVERT ROAD SOUTH 6° 17' 50" EAST 547.32 FEET; THENCE 83° 42' 10" WEST 164.27 FEET TO THE EAST LINE OF THE SAID LANDS OF BRANCHCOMB; THENCE ALONG SAID LINE SOUTH 6° 17' 50" EAST 541.32 FEET TO THE SOUTHEAST CORNER OF THE SAID LANDS OF BRANCHCOMB; THENCE 88° 40' EAST 374.71 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION THEREOF INCLUDED WITHIN THE BOUNDS OF A 40 FOOT STRIP DEEDED BY LULU J. GREER, ET AL, TO THE COUNTY OF SONOMA FOR ROAD PURPOSES, BY DEED DATED OCTOBER 20, 1934, AND RECORDED NOVEMBER 28, 1934 IN [BOOK 374 OF OFFICIAL RECORDS AT PAGE 304](#).

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN A GRANT DEED FROM THE ROMAN CATHOLIC BISHOP OF SANTA ROSA, A CORPORATION SOLE, TO THE CITY OF SEBASTOPOL DATED AUGUST 30, 1965 AND RECORDED NOVEMBER 9, 1965 IN [BOOK 2168 OF OFFICIAL RECORDS AT PAGE 383](#), SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN A GRANT DEED FROM THE ROMAN CATHOLIC BISHOP OF SANTA ROSA, A CORPORATION SOLE, TO THE CITY OF SEBASTOPOL, DATED JUNE 9, 1969 AND RECORDED JUNE 26, 1969 IN [BOOK 2402 OF OFFICIAL RECORDS, AT PAGE 523](#), SONOMA COUNTY RECORDS.

**EXHIBIT "A"**  
Legal Description  
(continued)

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN A GRANT DEED FROM THE ROMAN CATHOLIC BISHOP OF SANTA ROSA TO THE CITY OF SEBASTOPOL DATED AUGUST 13, 1989 AND RECORDED SEPTEMBER 21, 1989 AS [DOCUMENT NO. 1989-090258](#), OFFICIAL RECORDS OF SONOMA COUNTY.

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

- 1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2025-2026.
- 2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
- 3. Rights of the public to any portion of the Land lying within the area commonly known as  
Covert Lane.
- 4. Effect of a Record of Survey, filed in the Office of the County Recorder, recorded February 6, 1970 in [Book 141 of Maps, Page 31](#), Sonoma County Records.
- 5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: The Pacific Telephone and Telegraph Company, a corporation  
 Purpose: Utilities, ingress, egress and incidental purposes thereto  
 Recording Date: April 13, 1978  
 Recording No.: S-95492, [Book 3380, Page 722](#), of Official Records  
 Affects: The Southerly 10 feet of the Northerly 17 feet

Conditions set forth therein which state, in part, the following:

Grantees shall be responsible for all damage to Grantor's real and personal property caused by Grantee's construction and maintenance operations.

- 6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: The City of Sebastopol  
 Purpose: Construction and maintenance of public utilities and incidental purposes thereto  
 Recording Date: June 13, 1990  
[Recording No.:](#) [1990-0059909](#), of Official Records  
 Affects: The Northerly portion of said land

- 7. Matters contained in that certain document

Entitled: Easement Agreement  
 Executed by: The Roman Catholic Bishop of Santa Rosa, a California Corporation Sole and Burbank Housing Development Corporation, a California nonprofit public benefit corporation  
 Recording Date: July 7, 2007  
[Recording No.:](#) [2007-0075295](#), of Official Records

Reference is hereby made to said document for full particulars.

**EXCEPTIONS**  
(continued)

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

In favor of: Burbank Housing Development Corporation, a California nonprofit public benefit corporation  
Purpose: Installation, maintenance, removal and repair of underground utilities for sanitary sewer and storm drain purposes  
Recording Date: July 5, 2007  
Recording No.: [2007-0075295](#), of Official Records  
Affects: Westerly boundary of said land

9. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

10. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

11. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

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

Party(s): The Roman Catholic Bishop of Santa Rosa

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

13. Information in the possession of the Company indicates that a division of land has occurred or is contemplated in the current transaction involving the Land described in this report. Such contemplated division of land appears to fall within the guidelines necessitating approval by the City, County or other applicable government agency. As a prerequisite to the issuance of any title insurance under this application, at least one of the following requirements must be accomplished to the Company's satisfaction:

A Final Map has been recorded in compliance with Sonoma related ordinances/requirements.

Evidence of compliance or waiver from the Sonoma

Other evidence, satisfactory to the Company, indicating compliance or non-violation must be furnished.

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

**EXCEPTIONS**  
(continued)

14. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below.

Name of Corporation: The Roman Catholic Bishop of Santa Rosa, a (California) Corporation sole

- a. A Copy of the corporation By-laws and Articles of Incorporation
- b. An original or certified copy of a resolution authorizing the transaction contemplated herein.
- c. If the Articles and/or By-laws require approval by a "parent" organization, a copy of the Articles and By-laws of the parent.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created.

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

15. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

**END OF EXCEPTIONS**

**NOTES**

**Note 1.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

**Note 2.** Property taxes, property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

<u>Tax ID No.:</u>	<u>004-330-041-000</u>
Fiscal Year:	2024-2025
1st Installment:	\$93.50
2nd Installment:	\$93.50
Exemption:	\$0.00
Land:	\$67,851.00
Improvements:	\$1,410,132.00
Personal Property:	\$0.00
Code Area:	005-001

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

**Note 3.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a single family residence, known as 7983 Covert Lane, Sebastopol, California, to an Extended Coverage Loan Policy.

**Note 4.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

**Note 5.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

**Note 6.** The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

**NOTES**  
(continued)

- Note 7.** If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 8.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

**NOTES**  
(continued)

- Note 9.** The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies
- A. 2006 ALTA Owner's Policy (06-17-06).
    - 6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
  - B. 2006 ALTA Loan Policy (06-17-06).
    - 8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
    - 9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
  - C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).
    - 10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
  - D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
    - 12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
    - 13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
  - E. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
    - 7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
    - 8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

**END OF NOTES**



Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**

<http://www.fbi.gov>

**Internet Crime Complaint Center:**

<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

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

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

### **State-Specific Consumer Privacy Information:**

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;

- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website ([fnf.com/california-privacy](http://fnf.com/california-privacy)) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginquiries@ag.state.nv.us](mailto:aginquiries@ag.state.nv.us).

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon: Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

**International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

**FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is

necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

**Accessing and Correcting Information; Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

## ATTACHMENT ONE

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

#### EXCLUSIONS FROM COVERAGE

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

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

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

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

**ATTACHMENT ONE  
(CONTINUED)**

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

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

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.

**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:

**PART I**

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

**PART II**

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

**ATTACHMENT ONE  
(CONTINUED)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)  
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:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**ATTACHMENT ONE  
(CONTINUED)**

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

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

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

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

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

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

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

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

## ATTACHMENT ONE (CONTINUED)

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

#### EXCLUSIONS FROM COVERAGE

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

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.

#### EXCEPTIONS FROM COVERAGE

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

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

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

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.

**ATTACHMENT ONE  
(CONTINUED)**

**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.

**EXCEPTIONS FROM COVERAGE**

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

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

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.

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

### **FNF Underwritten Title Companies**

CTC - Chicago Title Company  
 CLTC - Commonwealth Land Title Company  
 FNTC - Fidelity National Title Company  
 FNTCCA - Fidelity National Title Company of California  
 TICOR - Ticor Title Company of California  
 LTC - Lawyer's Title Company  
 SLTC - ServiceLink Title Company

### **Underwritten by FNF Underwriters**

CTIC - Chicago Title Insurance Company  
 CLTIC - Commonwealth Land Title Insurance Co.  
 FNTIC - Fidelity National Title Insurance Co.  
 NTINY - National Title Insurance of New York

### **Available Discounts**

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, CLTIC, FNTIC, NTINY)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

#### **DISASTER AREA TRANSACTIONS (CTIC, CLTIC, FNTIC, NTINY)**

This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a Lender's Policy (Standard or Extended), or an Owner's Policy (Standard or Homeowners coverage). To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

- A. The subject property is in a disaster area declared by the government of the United States or the State of California.
- B. The subject property was substantially or totally destroyed in the declared disaster.
- C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster.

## Notice of Available Discounts

(continued)

### **DISASTER AREA ESCROWS (CTC, CLTC, FNTC, TICOR, LTC)**

This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a loan or a sale escrow transaction. To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

- A. The subject property is in a disaster area declared by the government of the United States or the State of California.
- B. The subject property was substantially or totally destroyed in the declared disaster.
- C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster. Standard minimum charge applies based upon property type. No other discounts or special rates, or combination of discounts or special rates, shall be applicable. Applies to a single transaction per property.

This rate is applicable to the following Zones/Counties:

- Zone 1.A: Orange County
- Zone 1.B: Riverside and San Bernardino Counties
- Zone 2: Los Angeles County
- Zone 3: Ventura County
- Zone 10: San Diego County
- Zone 12: Imperial County

If used for a sale transaction, the application of this rate assumes the charge for the Residential Sale Escrow Services (RSES) fee will be split evenly between buyer and seller. As such and regardless of how the calculated applicable RSES will be split between the disaster victim and the other principal, the rate will be applied only to one half (1/2) of the calculated applicable RSES fee, regardless of whether the disaster victim is paying half (1/2) of the RSES fee (as is customary) or paying the entire fee. The rate under this provision will be fifty percent (50%) of disaster victims' one half (1/2) portion only and shall not apply to any portion paid by non-disaster victim. Additional services will be charged at the normal rates.

### **MILITARY DISCOUNT RATE (CTIC, CLTIC, FNTIC)**

Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is acquiring or selling an owner occupied one-to-four family property, the selling owner or acquiring buyer, as applicable, will be entitled to a discount equal to fifteen percent (15%) of the otherwise applicable rates such party would be charged for title insurance policies. Minimum charge: Four Hundred Twenty-Five And No/100 Dollars (\$425.00)

The Company may require proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.

### **MILITARY RATE (SLTC)**

A discount of twenty percent (20%) off the purchase transaction closing and settlement fee or a discount of One Hundred And No/100 Dollars (\$100.00) off the refinance closing and settlement fee, will be applied when the loan is guaranteed by the United States Veterans Administration and the escrow fee is being paid by the consumer and is listed as paid by borrower on the Closing Disclosure and final Settlement Statement.

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

PIQ

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA  
5-001  
5-014

4-33

Agenda Item Number: 9

Assessor's Map Bk.004, Pg. 33  
Sonoma County, Calif. (ACAD)

KEY 05/13/09 MLH



SCALE: 1"=200'

Parcel Map No. 112  
REC. 12-08-1987 IN BK. 407, MAPS, PGS. 36-37

Parcel Map No. 131  
REC. 02-27-1995 IN BK. 535, MAPS, PGS. 30-32  
Amended in Bk 543, Pgs. 18-20, Rec. 10/17/95

REVISED

03-02-94=45 LF  
04-09-96=AMEND PM RM  
10-03-07=42 KB

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

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

