

Walked-In @ 11:45 am

APPEAL FORM

RECEIVED

Date Received: JUN 10 2021

Fee: \$535.00

City Clerk's Office/Rec'd by: CITY OF SANTA ROSA CITY CLERK'S OFFICE

Name of Appellant: John Paulsen

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

The above named appellant does hereby appeal to your Honorable Body the following:

The decision of the: (List Board/Commission/Dept.) Zoning Administrator

Decision date: June 01, 2021 DR21-001

Decision: (approval, denial, other) approval

Name of Applicant/Owner/Developer: Ali Gaylord, Mid Pen Housing Corporation

Type of application: (Rezoning, Tentative Map, etc.) Minor Design Review

Street address of subject property: 665 1/2 883 Sebastopol Road Santa Rosa CA 95407

The grounds upon which this appeal is filed are: (List all grounds relied upon in making this appeal. Attach additional sheets if more space is needed.)

1. This project as approved violates the Recorded Reciprocal parking and circulation easement Benefiting Roseland Village Inc. (attached)
2. This project reduces the Deeded and Historical 272 retail business parking spaces, dedicated expressly to the historical commercial use of this property.

The specific action which the undersigned wants the City Council to take is: (Attach additional sheets if more space is needed.)

Deny the approved Minor Design Review until the the recorded reciprocal and historical commercial parking and circulation are resolved.

Appeals shall be submitted in writing.....on a City application form within 10 calendar days after the date of the decision. The time limit will extend to the following business day where the last of the specified number of days falls on a day that the City is not open for business.

John Paul Pres June 10, 2021

Applicant's Name (type or print) John Paulsen President Roseland Village Enc 555 Sebastopol Road Suite 201 Santa Rosa CA 95407

Daytime Phone Number 707 974 7304 Home Phone Number

GRANT OF RECIPROCAL EASEMENTS

THIS AGREEMENT, made this 25th day of July, 1956, by and between: ROSELAND VILLAGE, a California Corporation, hereinafter referred to as "First Party"; and GODDING ENTERPRISES, a California Corporation, hereinafter referred to as "Second Party".

W I T N E S S E T H

WHEREAS, the first party owns and has title to the following described real property, located in the County of Sonoma, State of California, to-wit:

Being a portion of the Rancho Cabeza de Santa Rosa, beginning at a point in the Northerly line of the County Road leading from Santa Rosa to Sebastopol, (Sebastopol Avenue), distant thereon North $73^{\circ} 24'$ East 846.82 feet from an old stake at the Southwest corner of the tract of land deeded by Charles J. Buckland and wife to J. H. Brush by deed dated September 6, 1892, and recorded in Book 161 of Deeds, page 613, Sonoma County Records; thence along the Northerly line of Sebastopol Avenue North $73^{\circ} 24'$ East 567.18 feet; thence North $16^{\circ} 36'$ West 547.8 feet to the Southerly line of the Right of way of the Sebastopol Branch of the Northwestern Pacific Railroad, the true point of beginning of the parcel to be herein described; thence returning South $16^{\circ} 36'$ East 547.8 feet to the Northerly line of Sebastopol Avenue; thence along the Northerly line of Sebastopol Avenue North $72^{\circ} 45'$ East 200 feet; thence North 5° West 127.7 feet; thence North $82^{\circ} 10'$ East 16.5 feet; thence North 5° West 62 feet; thence South $73^{\circ} 50'$ West 91.8 feet; thence North 5° West 370 feet to the Southerly line of said Railroad Right of Way; thence South $79^{\circ} 35'$ West along the Southerly line of said Railroad Right of Way 235 feet, more or less, to the point of beginning. Containing 2.49 acres, more or less; and

WHEREAS, the second party is the owner and possessor of that certain real property located in the County of Sonoma, State of California, more particularly, described as follows, to-wit:

Being a portion of the Rancho Cabeza de Santa Rosa, beginning at a point in the Northerly line of the County road leading from Santa Rosa to Sebastopol, (Sebastopol Avenue), distant thereon North $73^{\circ} 21'$ East 846.82 feet from an old stake at the Southwest corner of the tract of land deeded by Charles J. Buckland and wife to J. H. Brush by deed dated September 6, 1892, and recorded in Book 161 of Deeds, page 613, Sonoma County Records; thence North $5^{\circ} 35'$ West 596 feet to the Southerly line of the Right of Way of the Sebastopol Branch of the Northwestern Pacific Railroad, the true point of beginning of the parcel to be herein described; thence returning South $5^{\circ} 35'$ East 596 feet to the Northerly line of Sebastopol Avenue; thence North $16^{\circ} 36'$ West 547.8 feet to the Southerly line of said Railroad right of way; thence South $79^{\circ} 35'$ West along the Southerly line of said Railroad Right of Way 450 feet more or less to the point of beginning. Containing 6.69 acres more or less; and

WHEREAS, said properties are adjacent to each other so that the west line of the property of the first party forms the east line of the property of the second party; and

WHEREAS, both of said properties are now employed and used as the site of various store buildings, comprising a shopping center known as ROSELAND VILLAGE; and

WHEREAS, the parties hereto desire to grant to each other reciprocal easements over that portion of said real property which has been, and will be in the future, set aside for vehicular parking lots and drive-ways;

NOW, THEREFORE, in consideration of the reciprocal rights herein granted by each party to the other, and of the mutual covenants, agreements, conditions, and stipulations herein contained, it is mutually covenanted, stipulated, and agreed as follows:

1. The first party hereby grants unto second party, or its assigns, a non-exclusive easement to use and to allow the use of the vehicular parking lots and drive-ways which presently exist, or will be developed hereafter, on the property of the first party as hereinabove described, for the benefit of itself and its invitees and licensees, for the ingress, egress, and parking of motor vehicles, for all proper purposes connected with the operation of retail business establishments by the grantee, its lessees, tenants, or agents; such easement to be on the real property of the grantor, the first party herein, and which is more specifically described hereinabove as the property of the first party.

2. The second party hereby grants unto first party, or its assigns, a non-exclusive easement to use and to allow the use of the vehicular parking lots and drive-ways which presently exist, or will be developed hereafter, on the property of the second party as hereinabove described, for the benefit of itself and its invitees and licensees, for the ingress, egress, and parking of motor vehicles, for all proper purposes connected with the operation of retail business establishments by the grantee, its lessees, tenants, or agents; such easement to be on the real property of the grantor, the second party herein, and which is more specifically described hereinabove as the property of the second party.

3. It is understood and agreed by and between the parties hereto that the easements granted herein are to be held by the respective grantees, their assigns or successors, as appurtenant to the land owned by the said respective grantees.

4. It is further understood and agreed by and between the parties hereto that the first party will care for and maintain, and shall pay for said care and maintenance, the parking lots and drive-ways upon the said property of the first party, and that said second

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party will care for and maintain, and shall pay for said care and maintenance, the parking lots and drive-ways upon the said property of the second party.

5. This agreement has been executed in duplicate by the parties hereto, and each party has executed a copy thereof which shall be considered as an original document, and has caused the same to be acknowledged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

First Party:

ROSELAND VILLAGE, a California Corporation,

By Viggo Janssen Vind

Second Party:

GODDING ENTERPRISES, a California Corporation,

By John R. Godding

RECORDED AT REQUEST OF

L. J. Wickham

AT 54 MIN. PAST 11 AM

SEP 12 1956

RECORDER

DEPUTY

SERIAL No.

I 92442