

**SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE  
OF ALL CLAIMS AND ACTIONS**

This Settlement Agreement and Full and Final Release of All Claims and Actions (“Agreement”) is between the City of Santa Rosa (“City”) and Meadowgreen No. 2 Homeowners Association (“Meadowgreen”) (individually, a “Party” or collectively, the “Parties”). The Parties enter into this Agreement for the purpose of resolving potential litigation without further expense or dispute.

**RECITALS**

- A. On October 10, 1972, the City Council approved the “Meadowgreen No. 2” condominium development in Oakmont Village and accepted all offers of dedication for public use contained within the approved subdivision map (attached hereto as Exhibit A and incorporated herein by this reference). Pages 2 and 3 of Exhibit A depict a portion of common area within the subdivision identified as ‘Parcel “A” Drainage Easement’ (“Parcel A”).
- B. Pursuant to Section 2 of Article VII of Oakmont Village Declaration No. 15 of Protective Restrictions, as recorded in Book 2707, Pages 650 through 706 in the Office of the Recorder of the County of Sonoma, State of California, Meadowgreen is responsible for maintaining the common areas within the subdivision.
- C. During the winters of 2017-18 and 2018-19, significant rainfall led to high flows that eroded portions of the creek bank on Parcel A such that Meadowgreen hired LACO Associates to design a creek bank stabilization project, the scope of which was expanded in 2022 (“Project”).
- D. Meadowgreen alleges that the City is responsible for maintaining the creek and banks on Parcel A and asserts that its failure to do so makes the City liable to pay for the Project cost whereas the City disputes that allegation (the “Dispute”).
- E. City staff inspected Parcel A and found a fallen tree with root ball lying in the creek downstream of the erosion area identified by Meadowgreen.
- F. City contends the scope of its duty regarding maintenance of the drainage easement on Parcel A is limited to ensuring that the flow in the creek is not substantially impaired, but that City is not obligated to maintain the creek banks or the common area more generally. City further contends that Meadowgreen failed to maintain healthy vegetation in the common area, including the creek banks within Parcel A, which led to erosion and fallen trees on Parcel A.
- G. In light of the particular facts, recited above, the Parties now mutually seek to resolve the Dispute without the need for further legal proceedings, and believe this Agreement is fair, reasonable, and in the best interests of the Parties.

## AGREEMENT

In consideration of the foregoing recitals, the mutual covenants and promises set forth in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree to all of the following conditions and terms:

1. City hereby agrees to pay Meadowgreen the total sum of Two Hundred Sixty-Three Thousand Dollars (\$263,000), payable as set forth in Paragraph 4 below.
2. This Agreement is contingent upon the Santa Rosa City Council adopting a resolution appropriating sufficient funds for the City to pay the settlement amount set forth in Paragraph 1 above. The matter shall be placed on the agenda for a City Council meeting to be held no later than 60 days following the date the last Party executes this Agreement (“Effective Date”). If within 90 days of the Effective Date, the City Council fails to appropriate the funds necessary to pay the City’s portion of the settlement amount of this Agreement, this Agreement shall be null and void and no Party shall have any further obligation hereunder.
3. City hereby agrees that it shall maintain the drainage easement on Parcel A by ensuring the flow in the section of Oakmont Creek running through Parcel A is not substantially impaired in accordance with the Maintenance Agreement attached hereto as Exhibit B and incorporated herein by this reference (“Maintenance Agreement”).
4. Meadowgreen hereby agrees that, except for the City’s maintenance responsibilities as described in the Maintenance Agreement, City is not responsible for maintaining Parcel A. Meadowgreen further agrees that it shall otherwise maintain Parcel A, including but not limited to the creek banks, the flat areas above the creek banks, and any vegetation located on Parcel A including but not limited to trees and bushes in accordance with the Maintenance Agreement.

As a prerequisite to Meadowgreen receiving payment of the amount specified in Paragraph 1, Meadowgreen hereby agrees to execute and deliver to City the Maintenance Agreement within fourteen days (14) days following Meadowgreen’s receipt of City Council’s resolution appropriating funds as set forth in Paragraph 2. City shall mail to Meadowgreen #2 Owners Association, 6572 Oakmont Drive, Suite A, Santa Rosa, CA 95409, the amount specified in Paragraph 1 within forty-five (45) days of City’s receipt of the Maintenance Agreement executed by Meadowgreen. Should Meadowgreen deliver the executed Maintenance Agreement to the City before a resolution appropriating funds as set forth in Paragraph 2 has been adopted and fully executed, the City’s time to mail the settlement funds shall commence following final execution of the resolution.

5. Meadowgreen and City understand that liability for the matters encompassed in Meadowgreen’s October 30, 2020 email is disputed by the Parties and that this

Agreement is a compromise and shall not be construed as any admission of fact, claim or allegation of liability or responsibility on the part of the Parties, or any of them.

6. Except for the rights and obligations expressly created by this Agreement, expressly including those set forth in the Maintenance Agreement, each Party, and all of its predecessors, successors, and assigns, fully, finally and forever releases each other Party, and all of its predecessors, successors, and assigns, from any and all known or unknown, direct or indirect, actual or potential, suspected or unsuspected claims, demands, causes of action, damages, claims for attorneys' fees, interest, expenses, costs, contracts, orders, execution, and liabilities for claims relating to or arising out of the subject matter of the Dispute.

Each Party is aware that it may have claims against the other Party in connection with the subject matter hereof, of which such Party may have no present knowledge or suspicion. Having taken into account such a possibility in entering into this Agreement, and subject to the obligations and limitations set forth in this Agreement, the Parties agree that any releases set forth in this Agreement shall be full and final releases applying to all unknown and unsuspected claims, as of the Effective Date of this Agreement, that each may have against the released Party in connection with the subject matter thereof. Each Party expressly waives any right or claim of right to assert hereafter that any such claim has, through oversight or error, been omitted from the terms of this Agreement. Each Party acknowledges that it has had the opportunity to receive independent legal advice from attorneys with respect to the advisability of executing this Agreement and expressly waives any rights or benefits that it otherwise might have under California Civil Code Section 1542 or any other similar state or federal statute, which provides:


A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH  
THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS  
OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,  
WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY  
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

7. As material consideration for this Agreement and the payment referred to herein, it is clearly understood and expressly agreed by the undersigned, that neither Party is considered to be a prevailing party for purposes of seeking or awarding costs or attorney's fees under any state or federal statute, court decision, or provision of law. It is also clearly understood and expressly agreed that each Party is to bear their own attorney's fees and costs.
8. This release is binding upon, and inure to the benefit of, the Parties hereto and their respective assigns, heirs, executors and administrators.
9. The Parties acknowledge and represent that, prior to signing of this document, they have consulted with their respective counsel concerning the advisability of entering into this Agreement, and the meaning and effect of the terms and conditions set forth herein.

10. In view of the fact that this Agreement is the product of joint drafting and negotiation among the parties hereto, it is agreed and understood that the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event that any language of this Agreement is found to be ambiguous, each Party shall have an opportunity to present evidence as to the actual intent of the parties with respect to any such ambiguous language.
11. If any provision of this Agreement is deemed to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining provisions, shall not be affected.
12. Each Party agrees to do any and all acts or things reasonably necessary in connection with the performance of his, her, or its obligations under this Agreement without undue delay or expense.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.
14. Each Party hereby represents that its signatory to this Agreement has full authority to enter into and legally bind each Party to this Agreement.


IN WITNESS WHEREOF, the Parties \_\_\_\_\_, have executed this Settlement Agreement and Full and Final Release of All Claims and Actions, this 19th day of May, 2024.

**CITY OF SANTA ROSA**

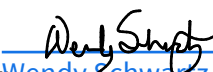
By:   
 \_\_\_\_\_  
 Maraskeshia Smith  
 City Manager

DATED: May 19, 2024

APPROVED AS TO FORM:

By:   
 \_\_\_\_\_  
 Teresa Stricker  
 City Attorney

**MEADOWGREEN NO. 2 HOMEOWNERS ASSOCIATION**

By:   
 \_\_\_\_\_  
 Wendy Schwartz  
 President,  
 Meadowgreen No. 2 Homeowners Association

DATED: May 16, 2024

EXHIBIT A

I, Broydon J. Riha, hereby certify that the map of this subdivision conforms to the requirements of the law, and to the action on the tentative map thereof taken by the Planning Commission of the City of Santa Rosa, State of California on April 13, 1972 and that the map is technically correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of OCTOBER, 1972.

Broydon J. Riha City Engineer of the City of Santa Rosa, State of California

I hereby certify that this map has been examined by me and found to substantially conform to the Tentative Map approved by the Planning Commission of the City of Santa Rosa on April 3, 1972.

David W. Baker, Planning Director, City of Santa Rosa, Date Oct 10, 1972

I, John S. Lindsay, City Auditor, in and for the City of Santa Rosa, State of California, do hereby certify that there are no liens for unpaid City taxes against the tract of land hereon shown on any part thereof, except those not payable, and I further certify that there are no special assessments against said tract of land that can or may be paid in full.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Santa Rosa, California, this 25th day of OCTOBER, 1972.

John S. Lindsay, City Auditor, City of Santa Rosa, State of California

This is to certify that the City Council of the City of Santa Rosa, State of California, on this 10th day of Oct, 1972, by resolution regularly passed and entered in the minutes of the said Council, did approve this map and accept for public use the easements hereon shown including Parcel "A" Drainage Easement

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Santa Rosa, California, this 10th day of Oct, 1972.

Marion McComar, City Clerk of the City of Santa Rosa, State of California

I, Walter E. Brelje, hereby certify that I am a duly licensed Civil Engineer of the State of California, and that this map correctly represents a true and complete survey made under my direction on June, 1972 that the concrete monuments and iron pipes shown thereon will be set at such time as agreed upon with the City Engineer, and that said monuments are sufficient to enable the survey to be retraced.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Santa Rosa, California, this 13th day of July, 1972.

Walter E. Brelje, Registered Civil Engineer No. 8129, Santa Rosa, California

According to the records in the office of the undersigned, there are no liens against this subdivision, or any part thereof, for unpaid state, county, municipal or local taxes or special assessments collected as taxes, except taxes or special assessments collected as taxes not yet payable. My estimate of taxes and special assessments collected as taxes not yet payable is \$1,400.00.

The land in said subdivision is not subject to a special assessment or bond which may be paid in full. Dated 10-25-72 Jimmie Anderson, Tax Collector and Redemption Officer, County of Sonoma, State of California

Recorded this 1st day of Nov, 1972, at 30 minutes past 1 o'clock PM in Book 179 of Maps, Pages 31, 32, 33 the office of the Recorder of the County of Sonoma, State of California at the request of County Clerk

Fee \$9.00 Paid N 1587 Herb Snyder Jr, Recorder of the County of Sonoma, State of California, J.W. Watson, Deputy

We hereby certify that we are the sole owners of and have the right, title, and interest in and to the real property included within the subdivision shown upon this map, and are the only persons whose consent is necessary to pass a clear title to the said property, and we consent to the making of the said map of the subdivision shown within the border lines, and hereby dedicate to public use the easements as shown on the said map within the said subdivision.

No building or other structures are to be erected nearer to the street lines than the distances indicated by the building setback lines hereon shown. We further certify that the plan set forth in this map may be recorded pursuant to Chapter 1 of Title 6 of the Civil Code of the State of California.

OAKMONT BUILDERS INC, a Corporation

V. Walter Deil - Vice President

On this 13th day of July, 1972, before me, a Notary Public in and for the County of Sonoma, State of California, residing therein, duly commissioned and sworn, personally appeared V. Walter Deil, known to me to be the Vice President

of the corporation which executed the within instrument as owners and they acknowledged to me that they executed the same pursuant to its By-Laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

George T. Michaels, Notary Public - California, Sonoma County, My Commission Expires Dec. 29, 1973

George T. Michaels, Notary Public in and for the County of Sonoma, State of California, My commission expires Dec. 29, 1973

I, certify that all bonds, money or negotiable bonds required under the provisions of the subdivision Map Act to secure the payment of taxes and assessments have been filed with, and approved by, the Board of Supervisors of the County of Sonoma, namely; bond(s) under Business and Professions Code Sections 11601 and 11603 in the sums of \$1,400.00 and \$ respectively. Dated 10-30-72

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Santa Rosa, California, this 31st day of October, 1972

Eugene D. Williams, Clerk of the Board of Supervisors, County of Sonoma, State of California

The Continental Auxiliary Company, a corporation Trustee under Deed of Trust recorded in Book 2634, Page 50 Official Records Of Sonoma County, hereby consents to the making and filing of this map.

CONTINENTAL AUXILIARY COMPANY a Corporation

Joyne Adams

On this 1st day of August, 1972, before me, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared C. T. Adams, Corp. Sec. and Joyce Adams, known to me to be the Asst. Vice President and Asst. Secretary of The Continental Auxiliary Company, the corporation that executed the within instrument as trustee, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Eileen Harpst, Notary Public - California, San Francisco County, My Commission Expires Nov. 7, 1975

Eileen Harpst, Notary Public in and for the City and County of San Francisco, State of California, My commission expires November 7, 1975

The Bank of America National Trust and Savings, a National Banking Association Beneficiary under Deed of Trust recorded in Book 2634, Page 50 Official Records of Sonoma County, hereby consents to the making and filing of this map.

BANK OF AMERICA NATIONAL TRUST AND SAVINGS, NATIONAL BANKING ASSN

L. W. Brown

On this 1st day of August, 1972, before me, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared C. T. Adams, Corp. Sec. and L. W. Brown, known to me to be the Vice President and Asst. Vice President of The Bank of America National Trust and Savings, the National Banking Association that executed the within instrument as beneficiary, and acknowledged to me that such association executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Eileen Harpst, Notary Public - California, San Francisco County, My Commission Expires Nov. 7, 1975

Eileen Harpst, Notary Public in and for the City and County of San Francisco, State of California, My commission expires November 7, 1975

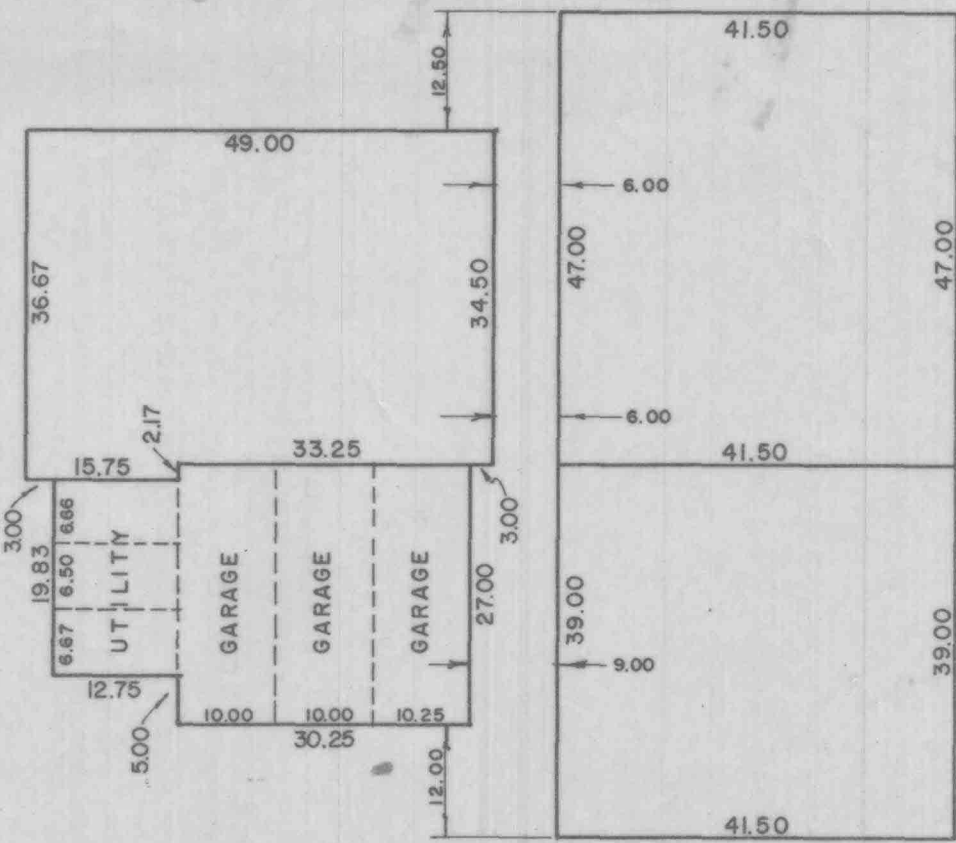
"Meadowgreen No. 2" OAKMONT No. 6-C

48 LOTS 11.62 ACRES CONDOMINIUM

CITY OF SANTA ROSA, STATE OF CALIFORNIA

A SUBDIVISION OF THE LANDS OF OAKMONT BUILDERS INCORPORATED AS DESCRIBED BY DEED RECORDED IN BOOK 2620 ON PAGE 848 OFFICIAL RECORDS OF SONOMA COUNTY, LYING WITHIN THE RANCHO LOS GUILICOS, COUNTY OF SONOMA, STATE OF CALIFORNIA.

PREPARED BY BRELJE AND RACE - CONSULTING ENGINEERS SANTA ROSA, CALIFORNIA BASIS OF BEARINGS: OAKMONT NO. 1 Filed In Book 96 Of Maps, Pages 11-16 Sonoma County Records.



**TYPICAL TRIPLEX**  
SCALE: 1" = 20'

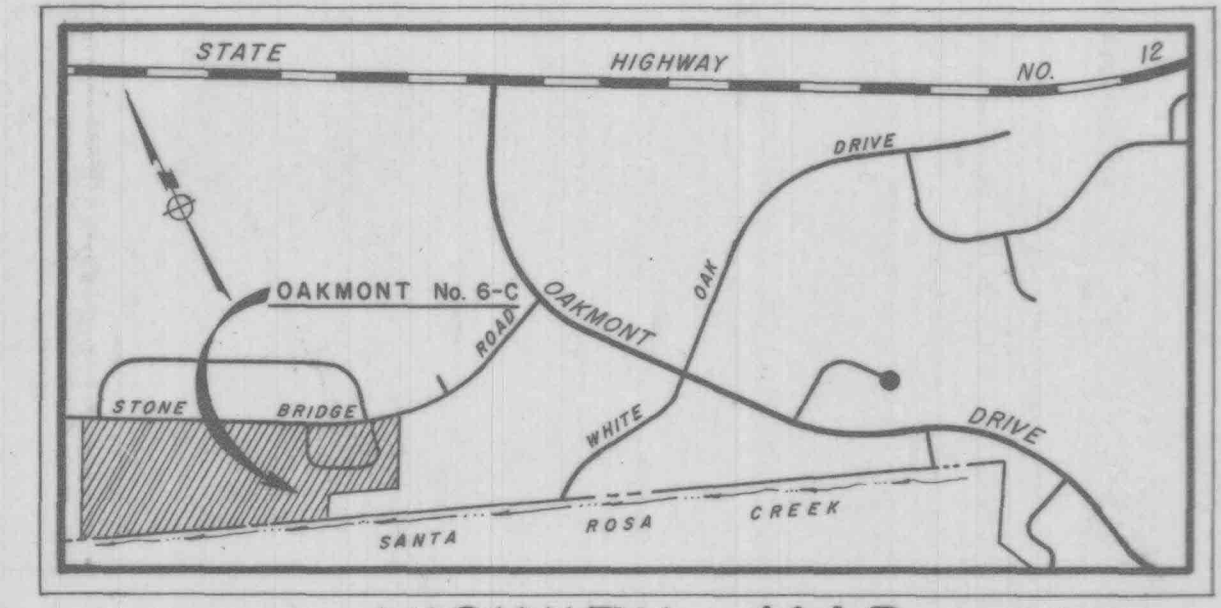
**NOTES:**  
The Red Border Indicates The Boundaries Of The Land Subdivided By This Map.  
All Distances And Dimensions Are Shown In Feet And Decimals Thereof.  
The Real Property Within The Boundaries Of This Final Map Is Subject To The Protective Restrictions Which Are Being Recorded Contemporaneously Herewith In Book 2707 On Page 650 Official Records Of Sonoma County.  
Lots Are Parallel And At Right Angles To Ties

- LEGEND**
- IRON PIPE SET
  - IRON PIPE EXISTING
  - ⊙ EXISTING CITY MONUMENT
  - ⊙ CITY MONUMENT SET
  - (R.) RADIAL LINE
  - B.S.L. BUILDING SETBACK LINE
  - P.U.E. PUBLIC UTILITY EASEMENT
  - ⊠ CHANNEL MARKER POST

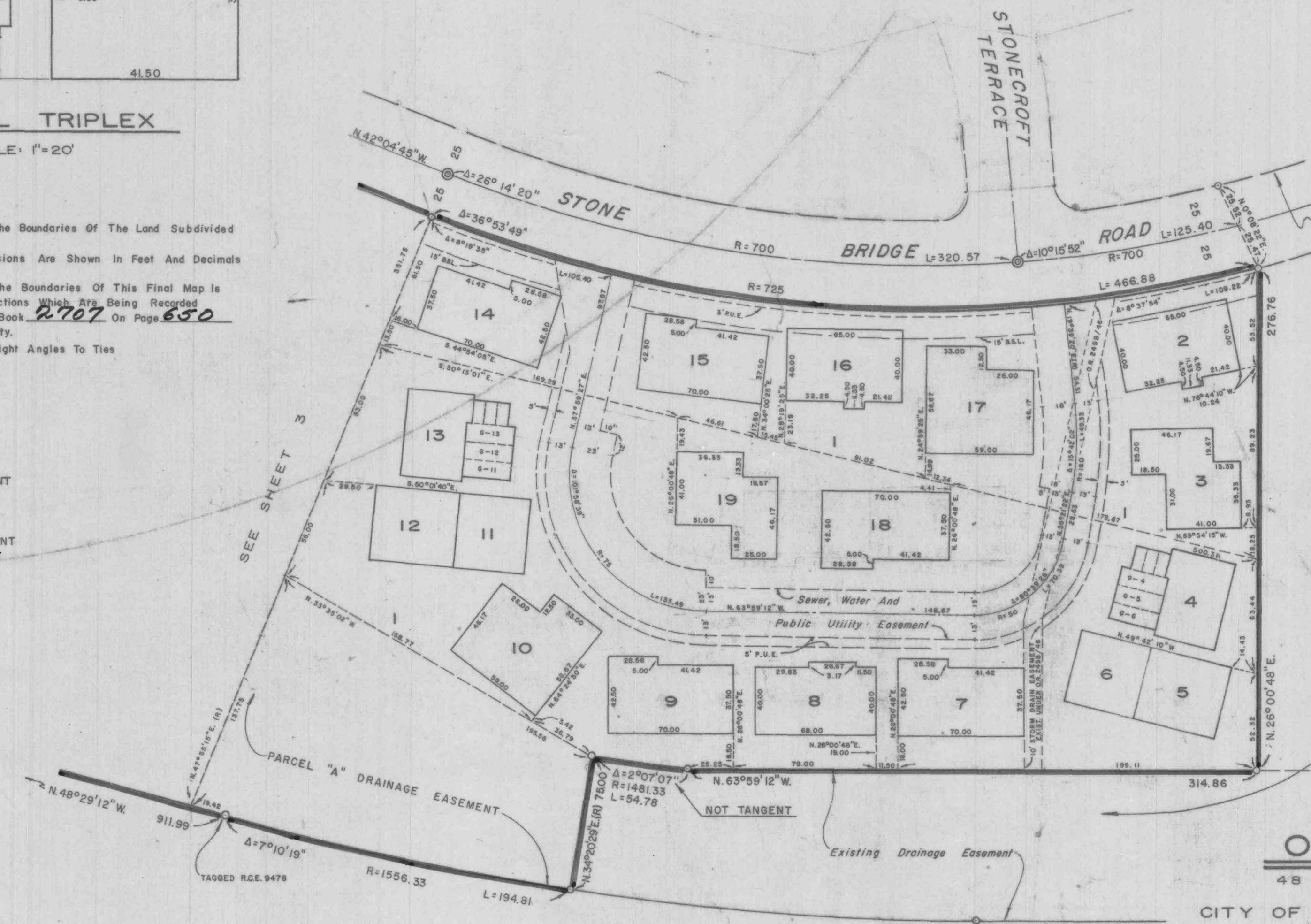
**CURVE DATA**  
Δ = DELTA  
R = RADIUS  
L = LENGTH

**NOTE:**  
WATER CONNECTION FEES HAVE NOT BEEN PAID FOR THE LOTS SHOWN ON THIS FINAL MAP SUCH FEES MUST BE PAID IN CASH PRIOR TO ISSUANCE OF A BUILDING PERMIT ON THE CORRESPONDING LOTS.

OAKMONT NO. 6B  
BOOK 169 OF MAPS PAGES 5 & 6



**VICINITY MAP**  
NO SCALE



OAKMONT NO. 6A  
BOOK 151 OF MAPS PAGES 14-15



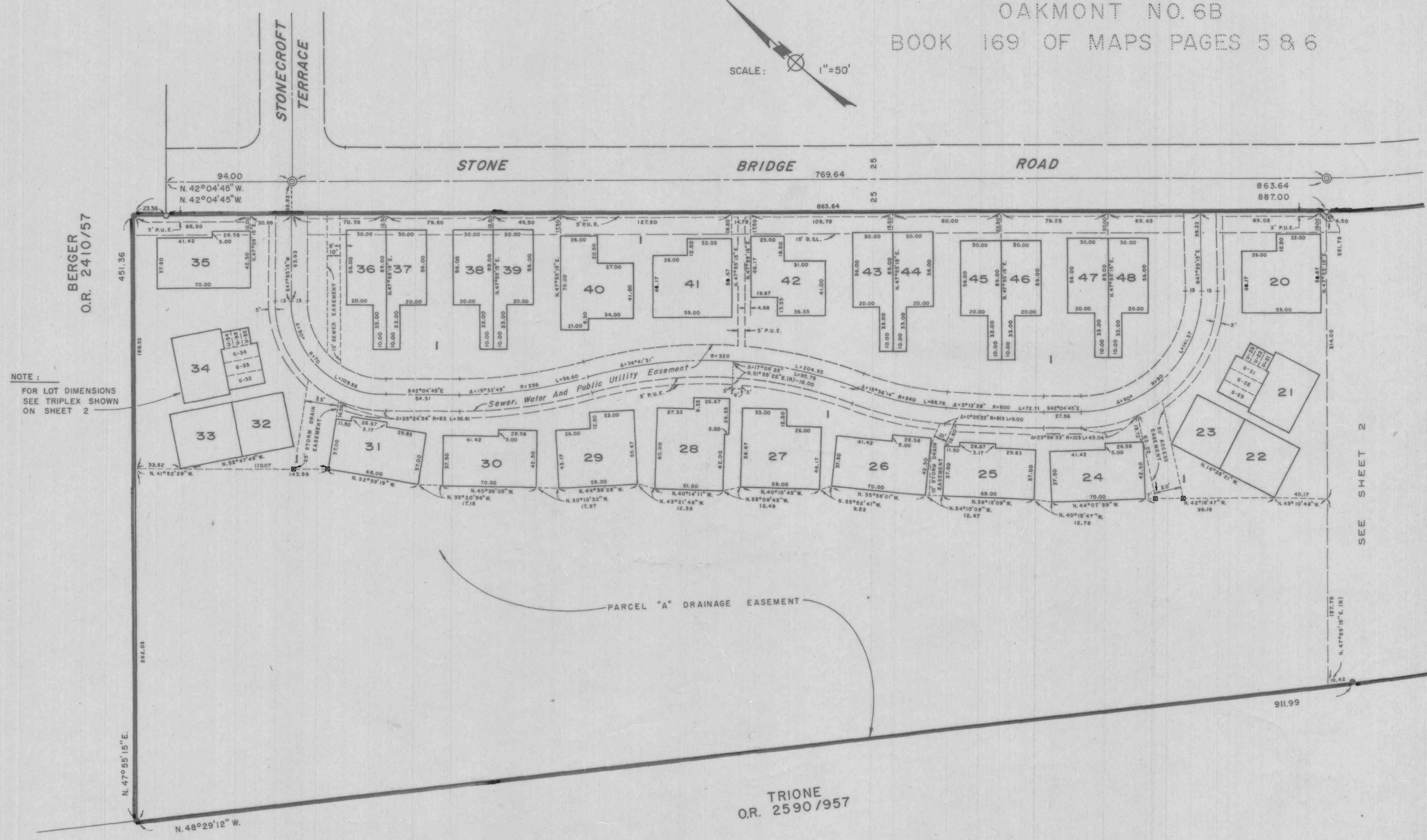
**"Meadowgreen No. 2"**  
**OAKMONT No. 6-C**

48 LOTS CONDOMINIUM 11.62 ACRES  
CITY OF SANTA ROSA, STATE OF CALIFORNIA

PREPARED BY  
**BRELJE AND RACE — CONSULTING ENGINEERS**  
SANTA ROSA, CALIFORNIA  
BASIS OF BEARINGS: OAKMONT NO. 1 Filed In Book 96 Of Maps, Pages 11-16 Sonoma County Records.

OAKMONT NO. 6B  
BOOK 169 OF MAPS PAGES 5 & 6

SCALE: 1"=50'



NOTE:  
FOR LOT DIMENSIONS  
SEE TRIPLEX SHOWN  
ON SHEET 2

NOTE:  
WATER CONNECTION FEES HAVE NOT BEEN PAID FOR  
THE LOTS SHOWN ON THIS FINAL MAP. SUCH FEES MUST  
BE PAID IN CASH PRIOR TO ISSUANCE OF A BUILDING  
PERMIT ON THE CORRESPONDING LOTS.

- LEGEND**
- IRON PIPE SET
  - IRON PIPE EXISTING
  - ⊙ EXISTING CITY MONUMENT
  - ⊙ CITY MONUMENT SET
  - (R) RADIAL LINE
  - B.S.L. BUILDING SETBACK LINE
  - P.U.E. PUBLIC UTILITY EASEMENT
  - ⊠ CHANNEL MARKER POST
- CURVE DATA**
- Δ = DELTA
  - R = RADIUS
  - L = LENGTH

**NOTES:**

The Red Border Indicates The Boundaries Of The Land Subdivided  
By This Map.

All Distances And Dimensions Are Shown In Feet And Decimals  
Thereof.

The Real Property Within The Boundaries Of This Final Map Is  
Subject To The Protective Restrictions Which Are Being Recorded  
Contemporaneously Herewith In Book \_\_\_\_\_ On Page \_\_\_\_\_  
Official Records Of Sonoma County.

Lots Are Parallel And At Right Angles To Ties Except Lots  
21 Thru 34.

"Meadowgreen No. 2"  
**OAKMONT No. 6-C**  
48 LOTS 11.62 ACRES  
CONDOMINIUM  
CITY OF SANTA ROSA, STATE OF CALIFORNIA

PREPARED BY  
**BRELJE AND RACE — CONSULTING ENGINEERS**  
SANTA ROSA, CALIFORNIA

BASIS OF BEARINGS: OAKMONT NO. 1 Filed In Book 96 Of Maps, Pages  
11-16 Sonoma County Records.

Sheet 3 of 3 Sheets

**EXHIBIT B**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Santa Rosa  
Transportation & Public Works  
Attn: Director  
69 Stony Circle  
Santa Rosa CA 95401

(THIS SPACE FOR RECORDER'S USE ONLY)

THIS MAINTENANCE AGREEMENT IS RECORDED AT THE REQUEST OF THE CITY OF SANTA ROSA, A CALIFORNIA MUNICIPAL CORPORATION, AND IS EXEMPT FROM RECORDING FEE(S) PURSUANT TO GOVERNMENT CODE § 6103 AND § 27383.



## AGREEMENT FOR MAINTENANCE OF DRAINAGE EASEMENT

This Agreement for Maintenance of Drainage Easement (“Maintenance Agreement”) is made and entered into by and between the City of Santa Rosa (“City”) and Meadowgreen No. 2 Homeowners Association (“Meadowgreen”) (individually, a “Party” or collectively, the “Parties”).

### RECITALS

- A. On October 10, 1972, the City Council approved the “Meadowgreen No. 2” condominium development in Oakmont Village and accepted all offers of dedication for public use contained within the approved subdivision map (attached hereto as Exhibit A and incorporated herein by this reference). Pages 2 and 3 of Exhibit A depict a portion of common area within the subdivision identified as ‘Parcel “A” Drainage Easement’ (“Parcel A”).
- B. City has a responsibility to maintain the drainage easement on Parcel A by ensuring flow in the section of Oakmont Creek running through Parcel A is not substantially impaired.
- C. Pursuant to Section 2 of Article VII of Oakmont Village Declaration No. 15 of Protective Restrictions (“Declaration”), which Declaration is recorded in Book 2707, Pages 650 through 706 in the Office of the Recorder of the County of Sonoma, State of California, Meadowgreen is responsible for maintaining the common areas within the subdivision, which includes Parcel A.
- D. The Parties wish to enter into this Maintenance Agreement to clarify their respective maintenance responsibilities with respect to Parcel A.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, City and Meadowgreen hereby covenant, agree and declare as follows:

1. City shall annually inspect the portion of Oakmont Creek that runs through Parcel A and remove obstructions that the City reasonably determines are blocking or substantially impeding the flow of water in this section of Oakmont Creek including but not limited to fallen trees, stumps and logs. City shall also respond within a reasonable time under the circumstances to any reports of observed blockages in this section of creek by inspecting the area and removing obstructions described in the preceding sentence. City shall not be responsible for maintaining any other portions of Parcel A, including but not limited to the creek banks and the areas above the creek banks.
2. City shall keep and maintain, for at least five years, records of its inspections and maintenance of the drainage easement on Parcel A.

3. Except as set forth in Section 1, Meadowgreen shall be solely responsible for the maintenance of, and shall maintain, Parcel A, including but not limited to maintaining healthy vegetation or other forms of creek bank stabilization on the creek banks and the areas above the creek banks.
4. Meadowgreen shall keep and maintain, for at least five years, records of its maintenance of Parcel A.
5. Meadowgreen hereby grants to City, and its officers, employees, agents, contractors or sub-contractors, for so long as this Agreement remains in effect, the right to enter upon Parcel A and properties owned by Meadowgreen and adjacent to Parcel A as necessary to access Parcel A or carry out the City's responsibilities under this Agreement, as reasonably determined by the City, at all times to inspect, assess, observe the status of, and maintain Parcel A in accordance with this Maintenance Agreement.
6. City shall indemnify, defend and hold harmless Meadowgreen and its officers, directors, employees, and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), to the extent caused by the inspection or maintenance of, or failure to inspect or maintain, the drainage easement on Parcel A by City, its officers, employees, agents, contractors or sub-contractors in accordance with Section 1 of this Agreement.
7. Meadowgreen shall indemnify, defend and hold harmless the City and its employees, officials, and agents, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), to the extent caused by maintenance of, or failure to maintain Parcel A including but not limited to the creek banks within Parcel A or the portions of Parcel A above the creek banks by Meadowgreen, its officers, employees, agents, contractors or sub-contractors in accordance with Section 3 of this Agreement.
8. If any provisions of this Maintenance Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
9. This Maintenance Agreement shall be governed according to the laws of the State of California. The Parties hereto agree that the forum for the adjudication of any dispute related to this Maintenance Agreement shall be brought exclusively and solely in Sonoma County, California.
10. This Maintenance Agreement contains the entire agreement between the Parties concerning maintenance of Parcel A.

11. No waiver or breach of any terms or provision of this Maintenance Agreement shall be deemed a waiver of any other term or provision, or be deemed a continuing waiver, and no waiver shall be valid unless in writing and executed by the waiving Party.
12. This Maintenance Agreement shall be recorded by City, and shall: a) constitute a “covenant running with the land;” and b) be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, heirs, administrators, and assigns in perpetuity.
13. Any notice, submittal or communication required or permitted to be served on Meadowgreen or City may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Transportation & Public Works  
Attn: Director  
69 Stony Circle  
Santa Rosa CA 95401

Meadowgreen Representative:

Wendy Schwartz, President  
Meadowgreen No. 2 Homeowners  
Association  
6572 Oakmont Drive, Suite A  
Santa Rosa, CA 95409

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14. Each Party hereby represents that its signatory below has full authority to enter into and legally bind each Party to this Maintenance Agreement.

Executed as of the day and year stated below.

**CITY OF SANTA ROSA**

By: \_\_\_\_\_  
Maraskeshia Smith  
City Manager

DATED: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Teresa Stricker  
City Attorney

**MEADOWGREEN NO. 2 HOMEOWNERS ASSOCIATION**

By: \_\_\_\_\_  
Wendy Schwartz  
President,  
Meadowgreen No. 2 Homeowners Association

DATED: \_\_\_\_\_

ATTACHMENTS:  
Exhibit A – Meadowgreen No. 2 Subdivision Map  
Notary Acknowledgment

I, Broydon J. Riha, hereby certify that the map of this subdivision conforms to the requirements of the law, and to the action on the tentative map thereof taken by the Planning Commission of the City of Santa Rosa, State of California on April 13, 1972 and that the map is technically correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of OCTOBER, 1972.

*Broydon J. Riha*  
City Engineer of the City of Santa Rosa,  
State of California  
By.....

I hereby certify that this map has been examined by me and found to substantially conform to the Tentative Map approved by the Planning Commission of the City of Santa Rosa on April 13, 1972.

*David W. Baker*  
Date: Oct 10, 1972  
David W. Baker  
Planning Director  
City of Santa Rosa  
By.....

I, John S. Lindsay, City Auditor, in and for the City of Santa Rosa, State of California, do hereby certify that there are no liens for unpaid City taxes against the tract of land hereon shown on any part thereof, except those not payable, and I further certify that there are no special assessments against said tract of land that can or may be paid in full.

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*John S. Lindsay*  
City Auditor, City of Santa Rosa,  
State of California

This is to certify that the City Council of the City of Santa Rosa, State of California, on this 10th day of Oct, 1972, by resolution regularly passed and entered in the minutes of the said Council, did approve this map and accept for public use the easements hereon shown including Parcel "A" Drainage Easement

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Santa Rosa, California, this 10th day of Oct, 1972.

*Marion McComar*  
City Clerk of the City of Santa Rosa,  
State of California

I, Walter E. Brelje, hereby certify that I am a duly licensed Civil Engineer of the State of California, and that this map correctly represents a true and complete survey made under my direction on June, 1972 that the concrete monuments and iron pipes shown thereon will be set at such time as agreed upon with the City Engineer, and that said monuments are sufficient to enable the survey to be retraced.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Santa Rosa, California, this 13 day of July, 1972.

*Walter E. Brelje*  
Walter E. Brelje  
Registered Civil Engineer No. 8129  
Santa Rosa, California

According to the records in the office of the undersigned, there are no liens against this subdivision, or any part thereof, for unpaid state, county, municipal or local taxes or special assessments collected as taxes, except taxes or special assessments collected as taxes not yet payable. My estimate of taxes and special assessments collected as taxes not yet payable is \$1,400.00.

The land in said subdivision is not subject to a special assessment or bond which may be paid in full.

Dated 10-25-72  
*Jimmie Anderson*  
Tax Collector and Redemption Officer,  
County of Sonoma, State of California

Recorded this 1 day of Nov, 1972, at 30 minutes past 1 o'clock PM in Book 179 of Maps, Pages 31, 32, 33 the office of the Recorder of the County of Sonoma, State of California at the request of County Clerk

Fee \$9.00 Paid N 1587  
*Herb Snyder Jr*  
Recorder of the County of Sonoma,  
State of California  
By *J.W. Watson* Deputy

We hereby certify that we are the sole owners of and have the right, title, and interest in and to the real property included within the subdivision shown upon this map, and are the only persons whose consent is necessary to pass a clear title to the said property, and we consent to the making of the said map of the subdivision shown within the border lines, and hereby dedicate to public use the easements as shown on the said map within the said subdivision.

No building or other structures are to be erected nearer to the street lines than the distances indicated by the building setback lines hereon shown.  
We further certify that the plan set forth in this map may be recorded pursuant to Chapter 1 of Title 6 of the Civil Code of the State of California.

OAKMONT BUILDERS INC, a Corporation

*V. Walter Deil*  
V. Walter Deil - Vice President

On this 13th day of July, 1972, before me, a Notary Public in and for the County of Sonoma, State of California, residing therein, duly commissioned and sworn, personally appeared V. Walter Deil, known to me to be the Vice President

of the corporation which executed the within instrument as owners and they acknowledged to me that they executed the same pursuant to its By-Laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*George P. Michaels*  
OFFICIAL SEAL  
GEORGE T. MICHAELS  
NOTARY PUBLIC-CALIFORNIA  
SONOMA COUNTY  
My Commission Expires Dec. 29, 1973

*George P. Michaels*  
Notary Public in and for the County of Sonoma  
State of California  
My commission expires Dec. 29, 1973

I, certify that all bonds, money or negotiable bonds required under the provisions of the subdivision Map Act to secure the payment of taxes and assessments have been filed with, and approved by, the Board of Supervisors of the County of Sonoma, namely; bond(s) under Business and Professions Code Sections 11601 and 11603 in the sums of \$1,400.00 and \$ respectively. Dated 10-30-72

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Santa Rosa, California, this 31st day of October, 1972.

*Eugene D. Williams*  
Clerk of the Board of Supervisors  
County of Sonoma, State of California

The Continental Auxiliary Company, a corporation Trustee under Deed of Trust recorded in Book 2634, Page 50 Official Records Of Sonoma County, hereby consents to the making and filing of this map.

CONTINENTAL AUXILIARY COMPANY a Corporation

*Joyne Adams*

On this 1st day of August, 1972, before me, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared *C. T. Adams* and *Joyne Adams* known to me to be the *Asst. Vice President* and *Asst. Secretary* of The Continental Auxiliary Company, the corporation that executed the within instrument as trustee, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*Eileen Harpst*  
OFFICIAL SEAL  
EILEEN HARPST  
NOTARY PUBLIC-CALIFORNIA  
SAN FRANCISCO COUNTY  
My Commission Expires Nov. 7, 1975

*Eileen Harpst*  
Notary Public in and for the City and County  
of San Francisco, State of California  
My commission expires November 7, 1975

The Bank of America National Trust and Savings, a National Banking Association Beneficiary under Deed of Trust recorded in Book (2634, Page 50 Official Records of Sonoma County, hereby consents to the making and filing of this map.

BANK OF AMERICA NATIONAL TRUST AND SAVINGS, NATIONAL BANKING ASSN

*John Brown* *L. W. Brown*

On this 1st day of August, 1972, before me, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared *C. T. Adams* and *L. W. Brown* known to me to be the *Vice President* and *Asst. Vice President* of The Bank of America National Trust and Savings, the National Banking Association that executed the within instrument as beneficiary, and acknowledged to me that such association executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*Eileen Harpst*  
OFFICIAL SEAL  
EILEEN HARPST  
NOTARY PUBLIC-CALIFORNIA  
SAN FRANCISCO COUNTY  
My Commission Expires Nov. 7, 1975

*Eileen Harpst*  
Notary Public in and for the City and County  
of San Francisco, State of California  
My commission expires November 7, 1975

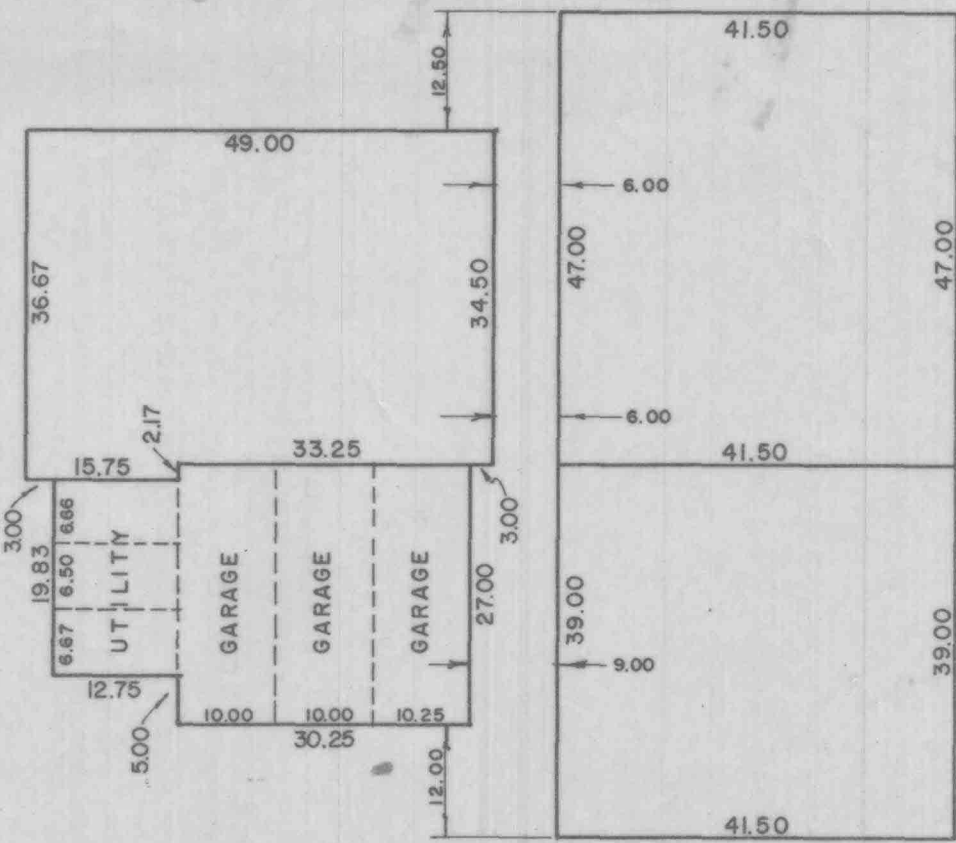
"Meadowgreen No. 2"  
OAKMONT No. 6-C

48 LOTS 11.62 ACRES  
CONDOMINIUM

CITY OF SANTA ROSA, STATE OF CALIFORNIA

A SUBDIVISION OF THE LANDS OF OAKMONT BUILDERS INCORPORATED AS DESCRIBED BY DEED RECORDED IN BOOK 2620 ON PAGE 848 OFFICIAL RECORDS OF SONOMA COUNTY, LYING WITHIN THE RANCHO LOS GUILICOS, COUNTY OF SONOMA, STATE OF CALIFORNIA.

PREPARED BY  
BRELJE AND RACE - CONSULTING ENGINEERS  
SANTA ROSA, CALIFORNIA  
BASIS OF BEARINGS: OAKMONT NO. 1 Filed In Book 96 Of Maps, Pages 11-16 Sonoma County Records.



**TYPICAL TRIPLEX**  
SCALE: 1" = 20'

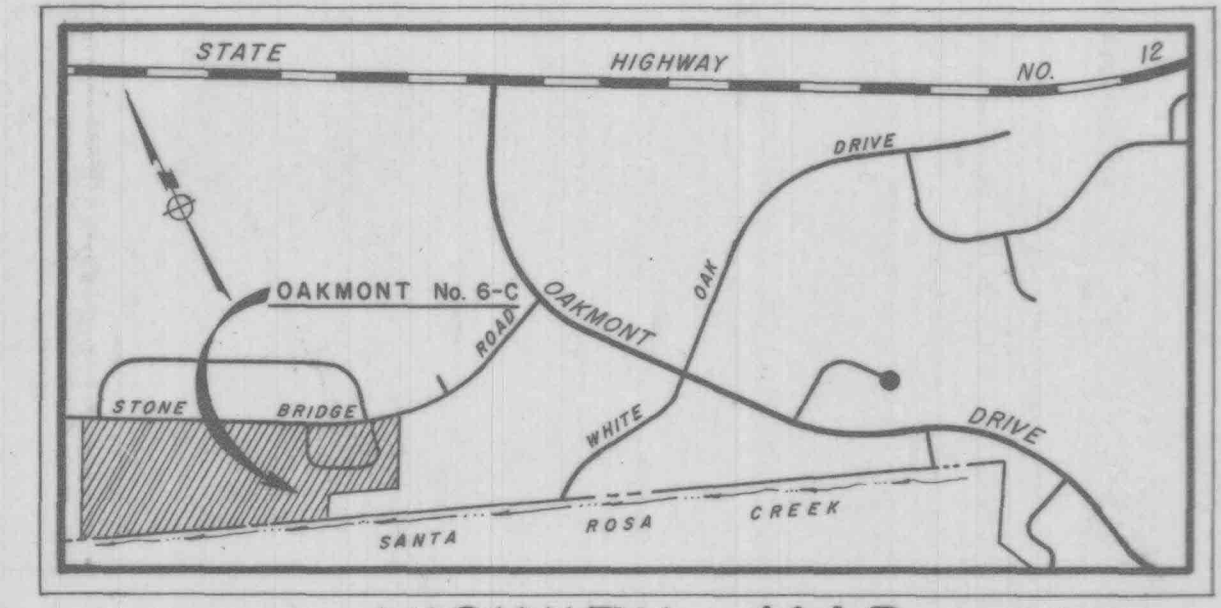
**NOTES:**  
The Red Border Indicates The Boundaries Of The Land Subdivided By This Map.  
All Distances And Dimensions Are Shown In Feet And Decimals Thereof.  
The Real Property Within The Boundaries Of This Final Map Is Subject To The Protective Restrictions Which Are Being Recorded Contemporaneously Herewith In Book 2707 On Page 650 Official Records Of Sonoma County.  
Lots Are Parallel And At Right Angles To Ties

- LEGEND**
- IRON PIPE SET
  - IRON PIPE EXISTING
  - ⊙ EXISTING CITY MONUMENT
  - ⊙ CITY MONUMENT SET
  - (R.) RADIAL LINE
  - B.S.L. BUILDING SETBACK LINE
  - P.U.E. PUBLIC UTILITY EASEMENT
  - ⊠ CHANNEL MARKER POST

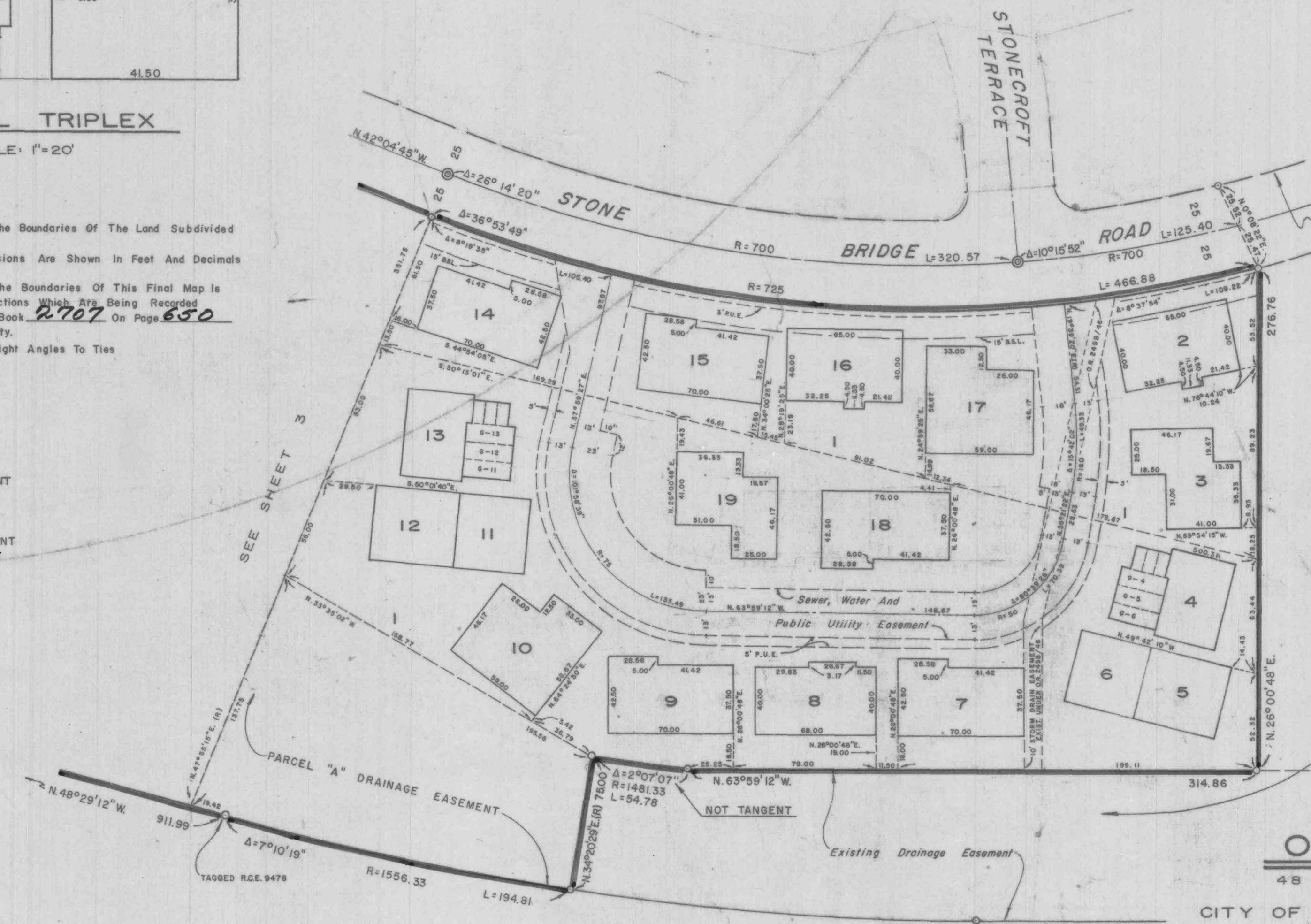
**CURVE DATA**  
Δ = DELTA  
R = RADIUS  
L = LENGTH

**NOTE:**  
WATER CONNECTION FEES HAVE NOT BEEN PAID FOR THE LOTS SHOWN ON THIS FINAL MAP SUCH FEES MUST BE PAID IN CASH PRIOR TO ISSUANCE OF A BUILDING PERMIT ON THE CORRESPONDING LOTS.

OAKMONT NO. 6B  
BOOK 169 OF MAPS PAGES 5 & 6



**VICINITY MAP**  
NO SCALE



OAKMONT NO. 6A  
BOOK 151 OF MAPS PAGES 14-15

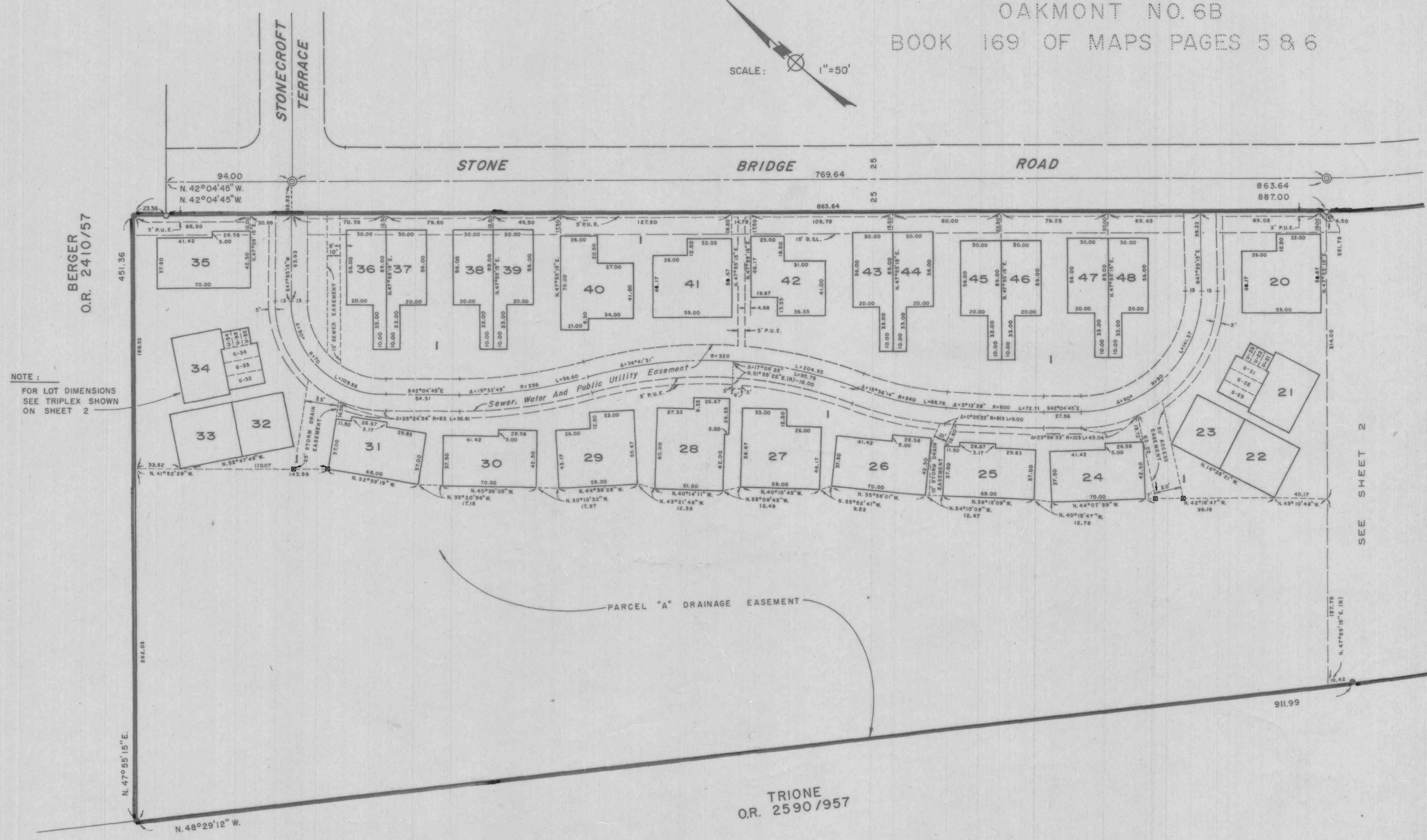
"Meadowgreen No. 2"  
**OAKMONT No. 6-C**

48 LOTS CONDOMINIUM 11.62 ACRES  
CITY OF SANTA ROSA, STATE OF CALIFORNIA

PREPARED BY  
**BRELJE AND RACE — CONSULTING ENGINEERS**  
SANTA ROSA, CALIFORNIA  
BASIS OF BEARINGS: OAKMONT NO. 1 Filed In Book 96 Of Maps, Pages 11-16 Sonoma County Records.

OAKMONT NO. 6B  
BOOK 169 OF MAPS PAGES 5 & 6

SCALE: 1"=50'



NOTE:  
FOR LOT DIMENSIONS  
SEE TRIPLEX SHOWN  
ON SHEET 2

NOTE:  
WATER CONNECTION FEES HAVE NOT BEEN PAID FOR  
THE LOTS SHOWN ON THIS FINAL MAP. SUCH FEES MUST  
BE PAID IN CASH PRIOR TO ISSUANCE OF A BUILDING  
PERMIT ON THE CORRESPONDING LOTS.

- LEGEND**
- IRON PIPE SET
  - IRON PIPE EXISTING
  - ⊙ EXISTING CITY MONUMENT
  - ⊙ CITY MONUMENT SET
  - (R.) RADIAL LINE
  - B.S.L. BUILDING SETBACK LINE
  - P.U.E. PUBLIC UTILITY EASEMENT
  - ⊠ CHANNEL MARKER POST
- CURVE DATA**
- Δ = DELTA
  - R = RADIUS
  - L = LENGTH

**NOTES:**

The Red Border Indicates The Boundaries Of The Land Subdivided  
By This Map.

All Distances And Dimensions Are Shown In Feet And Decimals  
Thereof.

The Real Property Within The Boundaries Of This Final Map Is  
Subject To The Protective Restrictions Which Are Being Recorded  
Contemporaneously Herewith In Book \_\_\_\_\_ On Page \_\_\_\_\_  
Official Records Of Sonoma County.

Lots Are Parallel And At Right Angles To Ties Except Lots  
21 Thru 34.

TRIONE  
O.R. 2590/957

"Meadowgreen No. 2"  
**OAKMONT No. 6-C**  
48 LOTS 11.62 ACRES  
CONDOMINIUM  
CITY OF SANTA ROSA, STATE OF CALIFORNIA

PREPARED BY  
**BRELJE AND RACE — CONSULTING ENGINEERS**  
SANTA ROSA, CALIFORNIA  
BASIS OF BEARINGS: OAKMONT NO. 1 Filed In Book 96 Of Maps, Pages  
11-16 Sonoma County Records.

**ACKNOWLEDGMENT**

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

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)  
personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**ACKNOWLEDGMENT**

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

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)  
personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)














# Meadowgreen Settlement Agreement\_Final

Final Audit Report

2024-05-20


Created:	2024-05-10
By:	Kathryn Marko (kmarko@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC23AxJ4hTf-o7IZwWNY-rl31ZQA3hkw9

## "Meadowgreen Settlement Agreement\_Final" History

-  Document created by Kathryn Marko (kmarko@srcity.org)  
2024-05-10 - 10:57:35 PM GMT
-  Document emailed to bob@haroche.law for delegation  
2024-05-10 - 10:59:48 PM GMT
-  Email viewed by bob@haroche.law  
2024-05-10 - 11:38:17 PM GMT
-  Document signing delegated to wss117@yahoo.com by bob@haroche.law  
2024-05-11 - 7:01:35 AM GMT
-  Document emailed to wss117@yahoo.com for signature  
2024-05-11 - 7:01:35 AM GMT
-  Email viewed by wss117@yahoo.com  
2024-05-11 - 10:14:50 AM GMT
-  Email viewed by wss117@yahoo.com  
2024-05-16 - 3:07:20 AM GMT
-  Signer wss117@yahoo.com entered name at signing as Wendy Schwartz  
2024-05-16 - 7:22:06 AM GMT
-  Document e-signed by Wendy Schwartz (wss117@yahoo.com)  
Signature Date: 2024-05-16 - 7:22:09 AM GMT - Time Source: server
-  Document emailed to Teresa Stricker (tstricker@srcity.org) for signature  
2024-05-16 - 7:22:11 AM GMT
-  Email viewed by Teresa Stricker (tstricker@srcity.org)  
2024-05-19 - 6:26:15 PM GMT

 Document e-signed by Teresa Stricker (tstricker@srcity.org)


Signature Date: 2024-05-19 - 6:26:55 PM GMT - Time Source: server

 Document emailed to Maraskeshia Smith (msmith@srcity.org) for signature

2024-05-19 - 6:26:58 PM GMT

 Email viewed by Maraskeshia Smith (msmith@srcity.org)

2024-05-19 - 7:19:33 PM GMT

 Document e-signed by Maraskeshia Smith (msmith@srcity.org)

Signature Date: 2024-05-20 - 3:59:35 AM GMT - Time Source: server

 Document emailed to Kathryn Marko (kmarko@srcity.org) for filling

2024-05-20 - 3:59:39 AM GMT

 Email viewed by Kathryn Marko (kmarko@srcity.org)

2024-05-20 - 3:05:28 PM GMT

 Form filled by Kathryn Marko (kmarko@srcity.org)

Form filling Date: 2024-05-20 - 5:25:02 PM GMT - Time Source: server

 Agreement completed.

2024-05-20 - 5:25:02 PM GMT