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8 JOHN PAULSEN;
9 ROSELAND VILLAGE;
10 PAULSEN LAND CO., LLC

**ENDORSED
FILED**

APR 24 2019

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SONOMA

13 JOHN PAULSEN, an individual;
14 ROSELAND VILLAGE, a California
15 Corporation, PAULSEN LAND CO., LLC,

NO. *SCW-264327*

[Unlimited Jurisdiction]

16 Plaintiffs,

**VERIFIED COMPLAINT FOR INJUNCTION,
QUIET TITLE, DAMAGES, INVERSE
CONDEMNATION AND DECLARATORY RELIEF**

v.

17 MIDPEN HOUSING CORPORATION;
18 SONOMA COUNTY, SONOMA
19 COUNTY COMMUNITY
20 DEVELOPMENT; URBAN MIX
21 DEVELOPMENT, LLC and DOES 1-100,
22 Inclusive,

Jury Trial Demanded

23 Defendants.

24 Come now Plaintiffs John Paulsen, an individual and ROSELAND VILLAGE, a California
25 Corporation, hereinafter referred to as "Paulsen", Paulsen Land Co., LLC (John Paulsen, Managing
26 Partner), hereinafter referred to as "PLC" and complain of defendants and each of them as follows:

GENERAL ALLEGATIONS

- 27 1.1 John Paulsen is the President of Roseland Village, a California Corporation
28 "ROSELAND VILLAGE")
- 1.2 John Paulsen is the managing partner of Paulsen Land Co., LLC ("PLC").

1 **1.3** John Paulsen was born in Santa Rosa, attended grade school in Roseland, and
2 since before the age of ten (10) regularly worked with his father to maintain and
3 manage Roseland Village. John Paulsen has personal knowledge of events and
4 conditions at ROSELAND VILLAGE since 1961. Viggo and Elinor Paulsen,
5 John's parents who owned all of the land benefitted by the Easements following,
6 transferred some and the land to PAULSEN LAND CO., LLC.

7 **1.4** Plaintiffs have the same economic interest in the Easements and this lawsuit;
8 accordingly the name "ROSELAND VILLAGE" will also include PAULSEN
9 LAND CO., LLC and JOHN PAULSEN.

10 **2.** John Paulsen and Roseland Village have a monetary interest in Roseland Village
11 remaining a viable entity, which it can do only if the recorded and historical reciprocal access
12 and parking Easement are honored by Defendants.

13 **3.1** The recorded document "Reciprocal Easements" ("EASEMENTS") for Access
14 and Parking is Exhibit A hereto.

15 **3.2** The Easement document was recorded in 1956 by the two contiguous property
16 owners anticipating their retail business development.

17 **4.** Exhibit A at all relevant times was known to Sonoma County, the Sonoma County
18 Community Development Commission ("Commission"), and MidPen Housing Corporation
19 ("MidPen"), and Urban Mix Development LLC, ("Urban Mix") as binding and a burden on APN
20 125-111-037, aka 665 Sebastopol Road.

21 **5.** The existing "drive-way" traffic flow (ingress and egress) pattern and parking use
22 by Roseland Village and its tenants and their customers was at all relevant times known to
23 Defendants.

24 **6.1** Roseland Village is a California Corporation, in existence since 1956 with John
25 Paulsen as its President.

26 **6.2** Paulsen Land Co., LLC is a California Limited Liability Corporation, with John
27 Paulsen as its Managing Partner.

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- 1 **6.3 Roseland Village has been owned by the Paulsen family since 1956.**
- 2 **6.4 ROSELAND VILLAGE and Codding Enterprises bound their commercial retail**
3 **properties to benefit and burden themselves and their successors with the**
4 **EASEMENTS.**
- 5 **6.5 ROSELAND VILLAGE and Codding Enterprises bound their commercial retail**
6 **properties intending the existing and thereafter historical prescriptive Easements,**
7 **to give effect to the written recorded easements.**
- 8 **6.6 ROSELAND VILLAGE and Paulsen Land Co., LLC are a commercial retail**
9 **business landlord at, inter alia, 535, 555, 617, 625, 635, 645, 655, 673 Sebastopol**
10 **Road, Santa Rosa, California, contiguous to 665 Sebastopol Road and benefitting**
11 **from the EASEMENTS.**
- 12 **7.1 Defendant Sonoma County purchased 665 Sebastopol Road aka APA number 125-**
13 **111-037 (the "County Property") from the Baugh family in about 2011, who were**
14 **successors in interest to Codding.**
- 15 **7.2 The Baugh family at all times maintained the Codding retail commercial use AND**
16 **historical prescriptive and recorded Easements, herein at issue.**
- 17 **8.1 At the time of the County's purchase, the use by ROSELAND VILLAGE its**
18 **tenants and customers of the Baugh property for direct access to West Avenue and**
19 **Sebastopol Road and for parking for the ROSELAND VILLAGE commercial**
20 **activity was open and notorious.**
- 21 **8.2 Use of the Baugh, fka Codding, property for direct access to Sebastopol Road and**
22 **for parking for the ROSELAND VILLAGE commercial activity had been**
23 **notorious and under claim of right since at least 1960 to the present.**
- 24 **9.1 At the time of the Sonoma County purchase from Baughs, the use by Roseland**
25 **Village, its tenants and customers, of the Baugh property for direct access to West**
26 **Avenue and Sebastopol Road and for parking for the ROSELAND VILLAGE**
27 **commercial activity was both a prescriptive and recorded right.**
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1 parking and access, inadequate infrastructure, subsurface soil contamination, and already
2 deficient play/playground space in Roseland, the COMMISSION entered into "development
3 contracts" with MIDPEN and URBAN MIX.

4 14.1 At all relevant times Sonoma County, Commission, Urban Mix and MidPen knew
5 the prescriptive and recorded parking and access easement legally prevented their
6 proposed development.

7 14.2 Sonoma County and the City of Santa Rosa conspired to and did rubberstamp
8 municipal approvals intended to and with the inevitable consequence of destroying
9 Plaintiffs' property value and casting a cloud on Plaintiff's Title to the
10 EASEMENTS.

11 15. At all relevant times Sonoma County, MidPen and Urban Mix knew that its
12 proposed market rate high density housing was in violation of the ROSELAND VILLAGE
13 prescriptive and recorded Easements.

14 16.1 On or about May 7, 2019, the City of Santa Rosa, which exercises municipal
15 regulatory control over the PROPERTY, will approve the development proposal
16 submitted by Defendants COMMISSION/MidPen/Urban Mix . Exhibit C.

17 16.2 On or about April 19, 2019 Sonoma County Community Development
18 Commission personally threatened John Paulsen financial ruin if he made any
19 effort to enforce the Easements or delay the Defendant's development plans.

20 17.1 Sonoma County is a political subdivision of the State of California.

21 17.2 Plaintiffs are informed and believe that the Sonoma County Community
22 Development Commission is a political subdivision of either or both Sonoma
23 County or the State of California and at all times acted under color of State law.

24 18.1 Plaintiffs are informed and believe that MidPen Housing Corporation (recipient of
25 illegal gifts of public funds) is a private business entity domiciled in California and
26 a stalking horse for Sonoma County/COMMISSION.

27 18.2 Plaintiffs are informed and believe that Urban Mix Development, LLC (recipient
28

1 of illegal gifts of public funds) is a private business entity domiciled in California
2 and a stalking horse for Sonoma County. See Exhibit D attached.

3 18.3 Plaintiffs are informed and believe that MidPen and Urban Mix acquired a
4 property interest in 665 Sebastopol Rd., Santa Rosa, CA (APN 125-111-037 fka
5 the Coddling Property) such that MidPen could, would, and did apply for City of
6 Santa Rosa permits to deny Plaintiffs their legal rights and clear Title under the
7 Recorded and historical Easements burdening APN 125-111-037.

8 18.4 Plaintiffs are informed and believe that MidPen and Urban Mix acquired a
9 property interest in 665 Sebastopol Rd., Santa Rosa, CA (APN 125-111-037 fka
10 the Coddling Property) such that MidPen could, would, and did publically
11 disparage the enforce ability of Plaintiffs' Property Rights as a component of their
12 application for City of Santa Rosa permits to deny Plaintiffs their legal rights and
13 clear Title under the Recorded and historical Easements burdening APN 125-111-
14 037.

15 19. Reserved.

16 20. Whereupon Defendants and each of them have publicly stated their intention to
17 embark on residential development which Defendants know will violate the Recorded Easement
18 and damage and destroy Plaintiffs' property interest and economic viability.

19 21. Whereupon Defendants and each of them have publicly stated their intention to
20 embark on residential development which Defendants know will violate Plaintiffs' Prescriptive
21 Easements on APN 125-111-037, "The County Property."

22 22. Whereupon Defendants and each of them have publicly stated that the Easements
23 are of no legal effect and will proceed under color of State law to embark on residential
24 development which Defendants know will violate the Easements and therefore the economic
25 viability of ROSELAND VILLAGE.

26 23. Defendants and each of them are aware their proposed development is illegal for
27 the reasons stated above and nonetheless continue to deny Plaintiffs' Title so as to pursue
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1 development inevitably damaging or destroying the economic viability of ROSELAND
2 VILLAGE. Correspondence as Exhibit E.

3 24. The Defendants sued herein by the fictitious names of DOES 1 through 100,
4 inclusive, are so named for the reason that their true names and capacities are unknown to
5 Plaintiffs at this time. When their true names and capacities have been ascertained Plaintiffs
6 pray leave of this Court to insert the true names and capacities, with all necessary allegations to
7 properly change them. Plaintiffs are informed, believe and thereon alleges that each of the
8 fictitiously named Defendants are in some way or manner responsible for the acts, errors and
9 omissions herein alleged.

10 25. Plaintiffs are informed and believe and thereon alleges that at all times
11 herein mentioned each of the Defendants were acting as the partner, agent, servant, and
12 employee of each of the remaining Defendants, and in doing the things alleged herein was
13 acting within the course and scope of such agency and with the knowledge, consent and/or
14 ratification of the remaining Defendants.

15 26. Reserved.

16 27. Reserved.

17 28. Reserved.

18 29. Reserved.

19 **FIRST CAUSE OF ACTION FOR INJUNCTION**

20 **(Against Sonoma County, Sonoma County Community Development Commission,**
21 **Recipients of illegal gifts of public funds MidPen Housing Corporation and Urban Mix**
22 **Development, LLC)**

23 30. Plaintiffs herein reincorporates paragraphs 1-29 herein as though fully set forth.

24 31.1 The express terms of the Recorded EASEMENTS binding and burdening APN
25 125-111-037 (formerly the Coddling Parcel now the Sonoma County/Commission
26 Parcel) and benefitting Plaintiffs' Parcels include:

27 31.2 "WHEREAS, said properties are adjacent to each other and that the west line of
28 the property of the first party [Paulsen] forms the east line of the property of the

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second party [Coddling]; and”

31.3 “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”

31.4 “WHEREAS, the parties hereto desire to grant to each other 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;”

31.5 “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:”

31.6 “The first party [Paulsen} hereby grants unto second party [Coddling], 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 herein above describe, 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 describe herein above at the property of the first party.”
[Emphasis added].

31.7 “The second party [Coddling] hereby grants unto first party [Paulsen], 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 herein above 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

1 **business establishments by the grantee, its lessees, tenants, or agents; such**
2 **easement to be on the real property of the grantor, the second party herein, and**
3 **which is more specifically described herein above as the property of the**
4 **second party.” [Emphasis added].**

5 **31.8 “It is understood and agreed by and between the parties hereto that the easements**
6 **granted herein are to be held by the respective grantees, their assigns or successors,**
7 **as appurtenant to the land owned by the said respective grantees.’ [Emphasis**
8 **added].**

9 **31.9 “It is further understood and agreed by and between the parties hereto that the**
10 **first party will care for and maintain, and shall pay for said care and maintenance,**
11 **the parking lots and drive-ways upon the said property of the first party, and that**
12 **said second party [Coddington] will care for and maintain, and shall pay for said**
13 **care and maintenance, the parking lots and drive-ways upon the said**
14 **property of the second party.” [Emphasis added].**

15 **32. The Prescriptive Access and Parking Easements have been used since before or**
16 **shortly after the July 25, 1956 Recorded Easement.**

17 **33. The historical traffic flow from the ROSELAND VILLAGE property across the fka**
18 **Coddington and then fka Baugh property and now Sonoma County property, is well established and**
19 **essential to the economic viability of ROSELAND VILLAGE.**

20 **34. The historical parking from the ROSELAND VILLAGE property across the Baugh**
21 **property and now Sonoma County property is well established and essential to the economic**
22 **viability of ROSELAND VILLAGE.**

23 **35. Defendants intended and City of Santa Rosa approved residential development**
24 **violates the express terms of the Easement as recited.**

25 **35.1 Defendants conspired to, intend to, and embarked on residential development to**
26 **destroy the “shopping center known as ROSELAND VILLAGE.”**

27 **35.2 Defendants conspired to, intend to, and embarked on residential development to**
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destroy the "easements over that portion of said real property which has been, and will be in the future set aside for vehicular parking lots and driveways."

35.3 Defendants conspired to, intend to, and embarked on residential development to destroy the "easement to use and to allow the use of the vehicular parking lots... and driveways...which presently exist or will be developed thereafter...for the ...parking of motor vehicles for all proper purposes connected with the operation of retail business establishments." [emphasis added].

35.4 Defendants conspired to, intend to, and embarked on residential development to destroy "the driveways...which presently exist or will be developed thereafter...for the ingress, egress...of motor vehicles." [emphasis added].

35.5 Defendants conspired to, intend to, and embarked on residential development to destroy the obligation of Defendants as the current owner of APN 125-111-037 to "care for and maintain, and shall pay for said care and maintenance, the parking lots and driveways upon the said property of the second party." [Emphasis added].

36.1 Plaintiffs relied expressly on the Mutual EASEMENTS by *inter alia* undertaking the development of retail business establishments on Plaintiffs' property.

36.2 Plaintiffs relied expressly on the Mutual EASEMENTS by *inter alia* caring for and maintaining its driveways and parking areas which were used by the Codding and Baugh retail business lessees and tenants.

37. Pursuit by Defendants of their residential development would unarguably prevent driveway use across the shopping center, including historical and necessary access to the traffic signal controlled intersection at West Avenue and Sebastopol Road, necessary to the economic viability of ROSELAND VILLAGE, a corporation.

38. Pursuit by Defendants of their residential development would unarguably prevent vehicular parking use across the shopping center, including historical and necessary access to the traffic signal controlled intersection at West Avenue and Sebastopol Road, necessary to the

1 economic viability of ROSELAND VILLAGE, a corporation.

2 39. Monetary damages not adequate to compensate Plaintiffs and prevent Defendants
3 threatened harm.

4 40. Reserved.

5 WHEREFORE, Plaintiffs pray for Judgment as hereinafter set forth.

6 **SECOND CAUSE OF ACTION FOR QUIET TITLE**

7 **(Against Sonoma County, Sonoma County Community Development Commission,**
8 **MidPen Housing Corporation and Urban Mix Development, LLC)**

9 41. Plaintiffs herein reincorporate paragraphs 1-40 herein as though fully set forth.

10 42. Plaintiffs claim that Defendants harmed them by making public statements and by
11 taking an action that cast doubts about Plaintiffs ownership of recorded Easement burdening
12 APN 125-111-037 and benefitting APN 125-111-037.

13 43. Defendants unprivileged acts include, but are not limited to pursuing "Municipal
14 Approvals" at the Sonoma County and City of Santa Rosa levels to: (1) destroy the retail
15 business zoning designation and development (2) establish new residential zoning, both of which
16 plans necessarily require abolition of Plaintiffs' Easement rights. Accordingly, these actions and
17 others by Defendants cast doubts about Plaintiffs' ownership of the Easements in issue.

18 44. Public statements were made to a person other than ROSELAND VILLAGE, not
19 including repeatedly to the general public, including but not limited to Roseland Community
20 meetings at the Roseland Library that Plaintiffs' had no Easement rights limiting in any manner
21 Defendants unlimited development rights. Further, Defendants sent communications, inter alia,
22 to the City of Santa Rosa which defendants knew to be untrue that the recorded and prescriptive
23 Easements were "worthless".

24 45. The statements were untrue and Plaintiffs did and do in fact own the recorded
25 Easements and historical prescriptive easements burdening the "County property" at APN 125-
26 111-037.

27 46. Defendants knew, or with reckless disregard of the truth or falsity as to whether,
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1 Plaintiff owned the Easements, when Defendants told the City of Santa Rosa and the general
2 public Plaintiffs held no Recorded or Prescriptive Easements limiting Defendants' development.

3 47. That Defendants knew or should have recognized that the City of Santa Rosa or
4 someone else might act in reliance on the statement causing Plaintiffs financial loss.

5 48. Plaintiffs did in fact suffer immediate and direct financial harm including potential
6 ROSELAND VILLAGE Lessees and/or by incurring legal expenses necessary to remove the
7 doubt cast by the Defendants' statements, and to clear title by establishing in Court the
8 Easements.

9 49. That Defendants' conduct was a substantial factor in causing Plaintiffs' harm.

10 50. Reserved.

11 51. Defendants' malice may be implied-in-law.

12 52.1 Defendants repeatedly and intentionally attempted to secure the Easement property
13 over which the Defendants had no legitimate claim, including by accusations the
14 Easements were void or voidable at Defendants' option, made without foundation.

15 52.2 Defendants also threatened Plaintiffs with financial ruin if they did not accept
16 \$50,000.00 to extinguish the easements.

17 53. Defendants acts were and are disparagement of title, also sometimes referred to as
18 injurious falsehood.

19 54.1 Defendants acts would lead a reasonable person to foresee that a prospective
20 purchaser or lessee thereof might abandon his intentions to enter into an economic
21 relationship by plaintiffs.

22 54.2 Defendants Acts were invasions of the Plaintiffs' interest in their property interest
23 in operating a commercial retail establishment.

24 55. Defendants acts are unfounded claims of an interest in the ROSELAND VILLAGE
25 property Easements which throws doubt upon its ownership and usability.

26 56. Plaintiffs may recover for the depreciation in the market value of Plaintiffs'
27 property as a result of the Defendants' acts and publications.

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1 permissible use for which the property is physically, geographically, and economically
2 adaptable.

3 66. Just compensation also includes the loss of any inventory lost leasehold interest
4 and income opportunity.

5 67. Plaintiffs are entitled to damages that property owner has suffered as a result of the
6 condemners's delay and unreasonable conduct.

7 68. These damages include the loss of use of the property, loss of rent, loss of profits,
8 and increased operating expenses and any other result from Defendants' unreasonable conduct.

9 69. '[A]bsent a formal resolution of condemnation, recovery is allowed when the
10 public entity's conduct specially affects the landowner to his injury.'

11 70. Plaintiff is entitled to damages for Defendants conduct 'which significantly
12 invaded or appropriated Plaintiffs' use or enjoyment' of their property."

13 71. Plaintiffs suffered damage to, or substantial interference with, the use or
14 possession of their property because of condemners's precondemnation activities on the
15 property.

16 72. Reserved.

17 73. Reserved

18 **WHEREFORE**, Plaintiffs pray for Judgment as hereinafter set forth.

19 **FOURTH CAUSE OF ACTION: DECLARATORY RELIEF**

20 **(Against Sonoma County, Sonoma County Community Development Commission,**
21 **Recipients of illegal gifts of public funds MidPen Housing Corporation and Urban Mix**
22 **Development, LLC)**

23 74. Plaintiffs re-allege and incorporate by reference as though fully set forth herein the
24 allegations of Paragraphs 1 through 73 inclusive.

25 75.1 Plaintiffs are persons interested under a written instrument, and desire a
26 declaration of their rights and duties with respect to Defendant, or in respect to, in,
27 over and upon the described property.

28 75.2 There is now a actual controversy relating to the legal rights and duties of the

1 diminishes or restricts Plaintiffs and their tenants ingress and egress and use of
2 "driveways", across that developed portion of APN 125-111-037 as it existed
3 between 2000 and 2018.

- 4 5. Prohibiting any Residential Development on APN 125-111-037 which diminishes
5 the ability of Plaintiffs' lessees, and tenants to park on that developed portion of
6 APN-125-111-037 as it existed in and from 1956 to the present.
- 7 6. Prohibiting any Residential Development on APN 125-111-037 which diminishes
8 the ability of Plaintiffs' Lessees, and tenants to drive across that portion of APN
9 125-111-037 as it existed between 2000 and 2018.
- 10 7. Compelling Defendants, whatever their development, to pay for, care for and
11 maintain the APN 125-111-037 parking as it existed in and from 1956 to the
12 present.
- 13 8. Compelling Defendants, whatever their development, to pay for, care for and
14 maintain the APN 125-111-037 ingress, egress and driveways upon and across of
15 that developed portion of APN 125-111-037 as they existed between 2000 and
16 2018.
- 17 9. Costs of suit;
- 18 10. For such other and further relief as the Court may deem proper.

19 **PRAYER ON SECOND CAUSE OF ACTION**

20 **(Against Sonoma County, Sonoma County Community Development Commission,
21 MidPen Housing Corporation and Urban Mix Development, LLC)**

22 **Wherefore Plaintiffs Pray:**

- 23 1. The expense of legal proceedings necessary to remove the doubt cast by the
24 Defendants' disparagement.
- 25 2. Financial loss resulting from the Plaintiffs' loss of ability to lease or sell the
26 property.
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- 3. General damages for the time and inconvenience suffered by Plaintiff in removing the doubt cast upon his property.
- 4. Costs of suit.
- 5. For such other and further relief as the Court may deem proper.

PRAYER ON THIRD CAUSE OF ACTION

(Against Sonoma County, Sonoma County Community Development Commission)

Wherefore Plaintiffs Pray for:

- 1. The loss of value of Plaintiffs' property.
- 2. The loss of income from Plaintiffs' property.
- 3. Additional costs of Maintaining Plaintiffs' property.
- 4. Costs of suit and Attorneys Fees.
- 5. For such other and further relief as the Court may deem proper.

PRAYER ON FOURTH CAUSE OF ACTION: DECLARATORY RELIEF

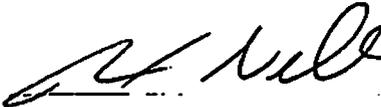
(Against Sonoma County, Sonoma County Community Development Commission, Recipients of illegal gifts of public funds MidPen Housing Corporation and Urban Mix Development, LLC)

Wherefore Plaintiffs Pray for:

- 1. Declaratory Relief that the Recorded Easement (Exhibit A) is of full force and effect burdening APN 125-111-037, 665 Sebastopol, Road.
- 2. The Historical Access, driveway and parking easements across and on APN 125-111-037 existing from 1956 to 2018 may not be diminished or altered.
- 3. The Historical Access, driveway and parking easements across and on APN 125-111-037 existing from 1956 to 2018 must be maintained.
- 4. Costs of suit.
- 5. For such other and further relief as the Court may deem proper.

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Dated: May . 2019

By:  _____

ROBERT A. NELLESSEN
Attorney for Plaintiffs JOHN PAULSEN and
PAULSEN LAND COMPANY, L.L.C. ROSELAND
VILLAGE

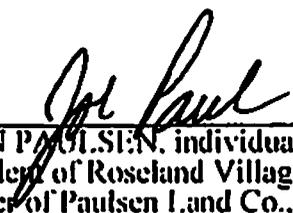
VERIFICATION

I, John Paulsen, declare:

That I am the President of ROSELAND VILLAGE, the Managing Partner of PAULSEN LAND CO., I.I.C., Plaintiffs herein. I have read the foregoing ***VERIFIED CROSS-COMPLAINT FOR INJUNCTION, QUIET TITLE, DAMAGES, INVERSE CONDEMNATION AND DECLARATORY RELIEF***, and know the contents thereof of my own personal knowledge.

I certify that the same is true of my own knowledge except as to those matters which are stated upon my information or belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Verification was executed on the ___ day of May, 2019, at Santa Rosa, California.


JOHN PAULSEN, individually and
President of Roseland Village and Managing
Partner of Paulsen Land Co., I.I.C

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EXHIBIT

A

STATE OF CALIFORNIA

THIS AGREEMENT, made this 1st day of July, 1903, between MOSSLAND WILLAGER, a California Corporation, hereinafter referred to as "First Party" and JOHNSON INVESTMENTS Corporation, hereinafter referred to as "Second Party";

WITNESSETH

WHEREAS, the First Party owns and has title to the following described real property, located in the County of Santa Clara, State of California, to-wit:

Being a portion of the Parcel listed in Santa Clara County, beginning at a point in the Northernly line of the County Road leading from Santa Clara to San Jose, (San Jose Avenue), distant 100 feet North 75° 20' East 200 feet from an iron stake at the southwest corner of the tract of land owned by Johnson Investments and also to A. H. Brown by deed dated September 2, 1902, and recorded in Book 151 of Deeds, Page 515, Santa Clara County records; thence along the Northernly line of San Jose Avenue Eight (8) feet East 57° 10' East; thence North 15° 30' East 100 feet to the Easternly line of the Right of Way of the Tehachian branch of the Northern Pacific Railroad, the true point of beginning of the parcel to be herein described; thence returning South 20° East 50 feet to the Northernly line of San Jose Avenue; thence along the Northernly line of San Jose Avenue North 75° 20' East 100 feet; thence South 75° 20' West 100 feet; thence South 75° 20' West 100 feet to the Northernly line of said Railroad Right of Way; thence South 75° 20' West along the Northernly line of said Railroad Right of Way 20 feet, more or less, to the point of beginning, containing 2.15 acres, more or less, and

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WHEREAS, the second party to the deed and purchase of that certain real property located in the County of Contra Costa, State of California, more particularly described as follows, to-wit:

Being a portion of the Rancho San Joaquin to Santa Rosa, beginning at a point in the Northernly line of the County road leading from Santa Rosa to Sebastopol, (Sebastopol Avenue), distant thereon North 75° 30' East 1000 feet from an old stake at the southwest corner of the tract of land owned by Charles J. Buckland and wife to J. H. Brown, by deed dated September 2, 1882, and recorded in Book 10 of Deeds, page 111, Sonoma County Records, thence North 5° 30' East 500 feet to the Southernly 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° 30' East 500 feet to the Northernly line of Sebastopol Avenue; thence North 15° 30' East 500 feet to the Southernly line of said Railroad right of way; thence South 75° 30' East along the Southernly line of said Railroad right of way 100 feet more or less to the point of beginning. A detailed plat thereon may be seen, and

WHEREAS, said properties are the subject of such deed of 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 occupied and used as the site of various stone buildings, comprising a shopping center known as HIGHLAND 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 residential building lots and drive-ways;

Now, WHEREAS, in consideration of the reciprocal easements herein granted by each party to the other, and of the mutual covenants, agreements, conditions, and stipulations herein contained, the parties 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

BOOK 1467 PAGE 418

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

15. 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 the parties hereto do hereby acknowledge.

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

First Party:

FRANKLIN TRUCKS, a California Corporation,

By Walter J. Franklin

Second Party:

JOHN B. SWINNEY, a California Corporation,

By John B. Swinney

RECORDED AT REQUEST OF

AT 11:45 AM, PAST

SEP 12 1956

SONOMA COUNTY, CALIFORNIA

RECORDER

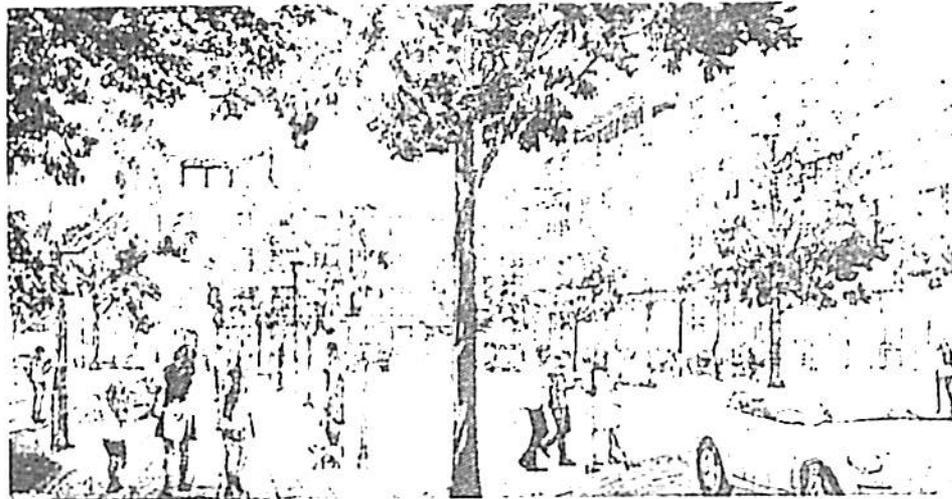
DEPUTY

FILE NO. 92442

E 92442

EXHIBIT

B



Roseland Village Tentative Map Density Bonus

Planning Commission

February 28, 2019

Andy Gustavson
Senior Planner
Planning and Economic Development

EXHIBIT

C

Subject: Roseland Village Appeal Hearing
From: "Gustavson, Andy" <AGustavson@srcity.org>
Date: 3/13/2019, 11:40 AM
To: "nellessen@sonic.net" <nellessen@sonic.net>

Mr. Nellessen,

Thank you for confirming that you and Mr. Paulson are available for the Council's May 7th hearing date. Council public hearing items, such as your appeal, will be heard at or after 5:30 pm on that day. I will confirm to all parties the City Clerk has accepted your hearing item on the May 7th agenda.

Attached is the County Council letter you requested. It was included in the PC 2/28 Roseland Village hearing packet. The following link provides access to the PC hearing packet which includes staff report, attachments, and draft resolutions.

[Planning Commission Item 19-111PC](#)

Please call me if you have questions or comments.

Andy Gustavson | Senior Planner
Planning and Economic Development
100 Santa Rosa Avenue | Santa Rosa, CA 95404
Tel. (707) 543-3236 | Fax (707) 543-3269
AGustavson@srcity.org



— Attachments: —

Attachment 9 - County Counsel Easement Advice.pdf

1.2 MB

RECEIVED

MAR 07 2019

APPEAL FORM

Date Received CITY OF SANTA ROSA
CITY CLERK'S OFFICE

Fee \$509.00

City Clerk's Office Rec'd by

John Manis

Name of Appellant: JOHN PAULSEN
Business Address and Telephone Number: P.O. BOX 7948, SANTA ROSA, CA 95407
E-mail Address: nellessen@sonic.net; and

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

The above named appellant does hereby appeal the following to the City Council:

The decision of the Planning Commission Dept. Office: PLANNING DEPARTMENT

Decision date: FEBRUARY 28, 2019 — ITEM #10.1

Decision (include board recommendation and resolution number)

- 1. APPROVAL OF TENTATIVE MAP TO SUBDIVIDE A 7.41 ACRE SITE INTO 5 LOTS;
- 2. APPROVAL OF CONDITIONAL USE PERMIT MIXED USE PROJECT;
- 3. APPROVAL OF DENSITY BONUS; AND
- 4. APPROVAL OF MARKET RATE HOUSING WITH NO LOW INCOME HOUSING

The grounds upon which this appeal is based are:

- 1 THE SUBDIVISION OF 5 LOTS DENIES ACCESS TO ACROSS THE ROSELAND VILLAGE SHOPPING CENTER.
- 2 SEE ATTACHED.

The specific action which the undersigned wants the City Council to take is:

DENY THE TENTATIVE MAP AND CONDITIONAL USE WITH DENSITY BONUS WAIVING EXISTING PARKING STANDARDS AND LOW INCOME HOUSING REQUIREMENTS

Except where an appeal procedure is otherwise provided in the City Code, any person objecting to any final determination of the City Commission, board or other body, appeal such determination to the City Council. Only a final determination appealed to the City Council. An appeal shall be initiated by filing with the City Clerk a written notice of appeal. The notice shall be provided by the City Clerk within 15 days of the date of the final determination. The appeal shall be heard and determined by the City Council. (Santa Rosa City Code §§ 12.02.010, 12.02.020)

John Paulsen 3/7/19
John Paulsen President Roseland Village INC

APPEAL FORM (cont'd)

The Subdivision and Tentative Map which was submitted by MidPen and approved by the Planning Commission eliminates access behind Roseland Village Shopping Center ("RVI Shopping Center") locations 617, 625, 635, 645, 655 Sebastopol Road. Additionally, access across the back of the RVI Shopping Center subdivision for truck deliveries to Camacho Market and 673 Sebastopol Road have been eliminated by the approved MidPen Subdivision.

All access described above is not only contained in a Recorded Easement, dated July 25, 1956 and recorded September 12, 1956, but has been in use and thus a prescriptive easement since 1955, i.e., 64 years.

The approval of a conditional Use Permit allowing Mixed Use, i.e., now 100 "Market rate housing units, 75 affordable housing units" (in the future?), is contrary to and against (1) the Recorded Easement which states, "...for all proper purposes connected with the operation of retail business establishments..." (See, Page 3, Paragraph 1); and (2) City of Santa Rosa standards requiring lower income housing incorporated in and constructed, simultaneously.

The approval of Density Bonus eliminates over 270 currently shared (as per the Recorded Easement and prescriptive historic use since 1955) parking spaces. All housing units will have dedicated parking space(s) per unit. The only "shared parking"

will be reduced to 70 street spaces. The reality of car use on Sebastopol Road and on site cannot legitimately be disregarded.

The specific action the City Council must take is to deny the Planning Commission's approval of the following:

1. The Subdivision Tentative Map submitted by MidPen until plans submitted comply with the Recorded Easements and Proscriptive Easements for shared parking and access across the project parcel;
2. The approval of Use Permit must be denied by City Council since it disregards the Recorded Easement which states that future development must be retail;
3. The City Council must deny approval of the Density Bonus for the project which eliminates over 270 shared parking spaces on the project; and
4. Until MidPen submits plans to construct low income housing incorporated into market rate housing with adequate parking and infrastructure development in compliance with the same City of Santa Rosa standards applied in "first class" neighborhoods, this "third class" development is illegal.

STATE OF TEXAS, 1856

That whereas, said title land of said State, is now
being... (faded text)

SECTION 1

WHEREAS, the title to the land... (faded text)

being a portion of the... (faded text describing land parcels and survey details)

167 415

party will have for and receive, and shall pay for all the
maintenance, the standing and other ways upon the tract
of the second party.

15. This Agreement has been executed in witness whereof
parties have hereunto set their hands and seals this
day of September 1956 at San Francisco, California, and the
contents of the same are hereby acknowledged.

IN WITNESS WHEREOF, the parties hereto have hereunto set
their hands and seals this day of September 1956.

First Party

JOHN W. ...
SAN FRANCISCO, CALIF.

[Handwritten Signature]

Second Party

JOHN W. ...
SAN FRANCISCO, CALIF.

[Handwritten Signature]

RECORDED AT REQUEST BY
MIN. PAGE
SEP 12 1956

RECORDED
FILED
COUNTY CLERK

E 92442

**CITY OF SANTA ROSA
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT
STAFF REPORT FOR PLANNING COMMISSION
February 28, 2019**

PROJECT TITLE

Roseland Village Neighborhood Center

ADDRESS/LOCATION

665 & 883 Sebastopol Road

ASSESSOR'S PARCEL NUMBERS

665 Sebastopol Rd. - 125-111-037

883 Sebastopol Rd. - 125-101-031

APPLICATION DATE

February 22, 2018

REQUESTED ENTITLEMENTS

Tentative Map, Density Bonus and
Concession/ Incentives

PROJECT SITE ZONING

665 Sebastopol Rd. - General
Commercial (CG)

883 Sebastopol Rd. - R-3-18 (Multi-
Family Residential)

PROJECT PLANNER

Andy Gustavson

APPLICANT

MidPen Housing Corporation (MidPen)

PROPERTY OWNER

665 Sebastopol Rd.- County of Sonoma
Community Development Commission
(CDC)

883 Sebastopol Rd.- MidPen

FILE NUMBER

PRJ17-075 (MAJ17-006, CUP17-153,
DB19-001)

APPLICATION COMPLETION DATE

December 5, 2018

FURTHER ACTIONS REQUIRED

Minor Design Review (for Roseland
Village Project), Minor Use Permit (for the
Plaza Temporal)

GENERAL PLAN DESIGNATION

665 Sebastopol Rd. - Mixed - Retail &
Business Services and Medium
Residential (8.0 to 18.0 du/ac)

883 Sebastopol Rd. - Medium Density
Residential (8.0 to 18.0 du/ac)

RECOMMENDATION

Approval

EXHIBIT

D



**Secretary of State
Statement of Information
(Limited Liability Company)**

LLC-12

17-487152

**FILED
Secretary of State
State of California**

JUL 19 2017

IMPORTANT — Read instructions before completing this form.

Filing Fee — \$20.00

**Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00 plus copy fees**

140

This Space For Office Use Only

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)

UrbanMix Development LLC

2. 12-Digit Secretary of State File Number

201713110475

3. State, Foreign Country or Place of Organization (only if formed outside of California)

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box 1007 Morton Street	City (no abbreviations) Alameda	State CA	Zip Code 94501
b. Mailing Address of LLC, if different than item 4a	City (no abbreviations)	State	Zip Code
c. Street Address of California Office, if item 4a is not in California - Do not list a P.O. Box	City (no abbreviations)	State CA	Zip Code

5. Manager(s) or Member(s)

If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete items 5a and 5c (leave item 5b blank). If the manager/member is an entity, complete items 5b and 5c (leave item 5a blank). Note: This LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual - Do not complete item 5b Keith	Middle Name Lynn	Last Name McCoy	Suffix
b. Entity Name - Do not complete item 5a			
c. Address 1007 Morton Street	City (no abbreviations) Alameda	State CA	Zip Code 94501

6. Service of Process (Must provide either Individual OR Corporation)

INDIVIDUAL — Complete items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation) Keith	Middle Name Lynn	Last Name McCoy	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 1007 Morton Street	City (no abbreviations) Alameda	State CA	Zip Code 94501

CORPORATION — Complete item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete item 6a or 6b

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company

Real Estate Development

8. Chief Executive Officer, if elected or appointed

a. First Name KEITH	Middle Name LYNN	Last Name MCCOY	Suffix
b. Address 1007 MORTON ST.	City (no abbreviations) ALAMEDA	State CA	Zip Code 94501

9. The information contained herein, including any attachments, is true and correct.

7-14-17

Keith McCoy

Managing Member

Date

Type or Print Name of Person Completing the Form

Title

[Handwritten Signature]
Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document, enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name:

Company:

Address:

City/State/Zip:

EXHIBIT

E

**LAW OFFICES OF
ROBERT A. NELLESSEN
P.O. Box 409
Santa Rosa, CA 95402
ran.law.scan@gmail.com**

**Telephone
(707) 578-1200**

**Facsimile
(707) 578-5100**

**December 14, 2018
VIA EMAIL AND U.S.P.S. MAIL:
Ahollister@srcity.org**

**Aaron Hollister, Project Coordinator
City of Santa Rosa
1440 Guerneville Road
Santa Rosa, CA 95403**

**RE: APN # 125-111-037
Proposed "Roseland Village Neighborhood Center"**

Dear Mr. Hollister:

Please find enclosed:

- (1) Grant of Reciprocal Easements in favor of "Roseland Village" and burdening APN 125-111-037, recorded September 12, 1956.**
- (2) John Paulsen's August 2, 2017 letter to Sonoma County pointing out that Sonoma County Community Development Commission and its nominee "Mid-Pen" at all times failed to consult with Roseland Village, a corporation, about its easements.**
- (3) My letter of August 3, 2017 to the responsible Deputy County Counsel pointing out that the Mid Pen/Community Development Commission Residential development proposal entirely ignores the prescriptive and recorded access and parking Easements.**

The County and Mid-Pen have failed in any way to respond to my letter and the facts and reality recited therein. The last community meeting occurring on March 14, 2018 witnessed about 60 neighborhood residents who uniformly and unanimously spoke against the inevitable massive traffic nightmares and the absence of adequate neighborhood infrastructure to host the number of proposed residential units. The only two citizens to speak in favor were from Northeast Santa Rosa who thought the food trucks would be cute and the high density housing inappropriate for their own neighborhood.

In addition to the contents of my August 2017 letter with which the County took no issue, I wish to reaffirm what the Santa Rosa Assistant Fire Marshal, Ian Hardage, and City Planners all stated last week about the existing Roseland Village Shopping Center and the proposed Mid-Pen high density Residential Development.

- (1) The existing Traffic/Fire access circulation needs to be maintained.**

Aaron Hollister, Project Coordinator
APN # 125-111-037
December 14, 2018
Page 2

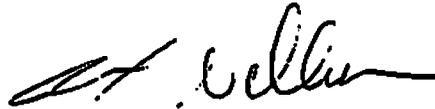
- (2) The recorded Reciprocal Easements restrict the existing Access and Parking easements to the historical and subsequent operation of Retail businesses.

While Mid-Pen could build some residential units while maintaining the existing retail business square footage and existing parking space (while complying with City of Santa Rosa residential parking requirements), Mid-Pen does not propose to do this. Mid-Pen can neither legally unilaterally extinguish Roseland Village's parking easement nor can it wall off the existing traffic circulation and Fire Department Access.

In fact, by proposing to diminish the retail business operations on APN 125-111-037, all Mid-pen accomplishes is to forever extinguish any parking and access easement it would otherwise enjoy on the Roseland Village property.

The threat of Mid-Pen/Community Development Commission to put shovel to earth as soon as the City of Santa Rosa allows, is certainly an improvident threat. It is also a clarion call to the City of Santa Rosa's planning officials including in particular the Fire Department.

Very truly yours,



Robert A. Nellessen, Esq.

RAN:ljp
cc: John Paulsen (via email)
Dan Westphal (via email)
Assistant Fire Marshal Ian Hardage (via email)

John C. Paulsen, President
Roseland Village, a Corporation
P.O. Box 7948
Santa Rosa, CA 95407

August 2, 2017

Sonoma County Project Review and Advisory Committee
Community Meeting August 3, 2017

Re: Roseland Village, A corporation (Paulsen Parcels) 125-111-45, 46, 47, 48

Dear Project Review and Advisory Committee Members,

In 1956 as part of the overall development of Roseland Village, Hugh Coddling and Viggo Paulsen, principals, encumbered APN 125-111-37, (Coddling Property) and 125-111-45, 46, 47 and 48 (Roseland Village/Paulsen Property) with mutual "Reciprocal Easements" for Parking and Access/Ingress/Egress.

In addition, since at least 1960, as confirmed by aerial photographs and building plans, there have been continuous Prescriptive Easements for access and parking used by the Paulsen Parcel Tenants and customers on Parcel APN 125-111-37.

These recorded and Prescriptive Easements were known to the County and Mid-Pen when the County purchased APN 125-111-37 and when County agencies "blessed" Mid-Pen with (I understand over \$1.5 million) in "planning fees." No one ever approached me to discuss the inherent incompatibility with developing outside the Coddling Enterprise building footprint, or by eliminating the existing Parking and Access Easements (Recorded and Prescriptive).

Rather, when I asked for and had a meeting with Mid-Pen and its co-venturer, and asked them to discuss the recorded and Prescriptive Easements they simply "shut down." The representatives were nice, but had no explanation for absolutely failing to address the reality that the existing Easements simply will not accommodate the high density development plans the County funded and is pushing.

As the owner of the Recorded and Prescriptive Easements, I invite the Community Development Commission and Mid-Pen to review with me how any development can occur consistent with the Easements. This has not been done to date.

Accordingly, I believe it is premature and unwise for any entity to entertain development of parcel APN 125-111-37 which is patently illegal and a clear violation of my Family's property rights. I challenge any one to visit Roseland Village and view for themselves the parking and access in use, which has undeniably existed since at least 1960, and tell me the proposed development will not substantially and irreparably destroy the use and value of Roseland Village. Right now Roseland Village is a thriving tax paying community resource. I will fight to keep it that way.

Sincerely,

John Paulsen

Cc: M. Grosch (via email)

**LAW OFFICES OF
ROBERT A. NELLESSEN
P.O. Box 409
Santa Rosa, CA 95402
ran.law.scan@gmail.com**

**Telephone
(707) 578-1200**

**Facsimile
(707) 578-5100**

**August 3, 2017
VIA EMAIL AND U.S.P.S. MAIL:
aldo.mercado@sonoma.county.org**

**Aldo Mercado
Deputy County Counsel
Office of the County Counsel
575 Administration Drive, Room 105-A
Santa Rosa, CA 95403**

**RE: Roseland Village Property
John Paulsen, President
Recorded and Prescriptive Parking and Driveway Easements
at the Roseland Shopping Center**

Dear Mr. Mercado:

Thank you for your letter (and the enclosure) to me dated July 24, 2017, received July 31, 2017. In the future please, please provide a copy by email for a more prompt and assured receipt.

Addressing your letter to me first:

- (1) Is the first sentence of the second paragraph missing a line?**
- (2) Have you ever been to Roseland Village on a week day or weekend? When? I have photos taken on an average weekday, June 30th at 11:00 a.m. which show that over 70% of the parking spaces between the "Albertsons/Lucky's" concrete and Sebastopol Road are occupied by Roseland Village customers. Of course on weekends the percentage increases to 90%.**
- (3) Since the reality of the historical Easement use is grossly inconsistent with your letter assertions, there must be, even a flawed, traffic study measuring and reporting the existing traffic flow and use. May I please have a copy?**

Regarding your two (2) page letter on behalf of the County Counsel office to the County Permit and Resource Management Department attempting to justify ignoring the Recorded and historical Prescriptive Easements:

Aldo Mercado
Deputy County Counsel
Roseland Village Property
John Paulsen, President
August 3, 2017
Page 2

A. Background

- (1) What is the factual/documented basis for your statement that Hugh Coddling/Enterprises ever owned any of the Paulsen properties (APN 125-111-45, 46, 47, 48). We believe you are wrong.**
- (2) In 1956, when the Recorded Easements were granted and the historical Prescriptive Easements were ongoing, the Paulsen property buildings were in place. The major Coddling building was the "Pam Market" at the location of the subsequent Albertsons. The Access/Engress/Egress and traffic patterns had been established on both halves of the Roseland Shopping Center by 1956.**
- (3) You state that "Roseland Village owned the...[County] Commission Property." Is this really believed by your office or is it just being sloppy? Roseland Village is a Corporation owned by the Paulsen family.**
- (4) Why does the County Counsel believe the "Paulsen Property has since expanded beyond what was originally owned by Coddling". Do you have ANY data to support this? Is this some Hubblesque observation?**
- (5) "The current Commission Property parking configuration provides for approximately 270 parking spaces."**

However, what you conveniently omit is that:

- A) The Development Parking allowance is only 90 "shared" commercial spaces.**
- B) The total Coddling Building configuration was 70,000 sq. ft. The County Development Commission proposal is 300,000 sq. ft. of buildings. The ratio of sq. footage allowed therefore should be (at minimum) approximately four (4) times the Coddling parking sq. footage in 2000, which you have counted as 270 spaces. Accordingly, for the scale of proposed development 1157 parking spaces will now be necessary if the historical Parking easement is to be "not Burdened." This of course does not account for the approximate 200-270 spaces on the Coddling property currently being used daily - WITH NO CODDING OR COUNTY BUILDING(S)!**

Aldo Mercado
Deputy County Counsel
Roseland Village Property
John Paulsen, President
August 3, 2017
Page 3

Right now your casual visual observation will confirm that on any weekday the customers of the Paulsen parcels use 70% of the available parking spaces and ALL of the Access/Ingress/Egress. On the weekend the use is closer to 90% of the 270 spaces in use by the Paulsen Tenants/customers.

- B. Development of the CDC Property will destroy the existing Recorded and historical Prescriptive Access and Parking Easements owned by the Paulsen Parcels.**
- (6) The Eshoo letter you reference was predicated on exhaustive observation and recording of the Easements use - IN REALITY. A blythe denigration of the accurate observation and reporting is not advancing the County's obligation to research and apply "FACTS." Real facts, not "alternative facts."**

Reality is that only the Coddling Parcel and Paulsen Parcels EVER used the established Access and Parking dedicated areas, i.e., reciprocal Easements. The Prescriptive used established the extent of the Deeded Easements of Record. The Coddling/County Parcel abandoned the Access Easement before 2003. The extent of the Parking Easement as established by the Paulsen Parcels also before 2003 is the consistent and current use of the Parking Lot. In other words, since 2003 the Prescriptive Easements have been used Exclusively by the Roseland Shopping Center portion owned by the Paulsen Family (Thank you for pointing that out). In particular all use of the existing Roseland Shopping Center Deeded and Prescriptive Access/Ingress/Egress has also been used exclusively by the Paulsen property Tenants/customers.

- (7) Another FACT that I am sure the Traffic flow analyses undertaken by the County establish without question, is the dependence of the Paulsen parcel tenants and customers on the West St./Sebastopol Road/Roseland Village Traffic light to access east and west bound Sebastopol Road. When the County secured the "abandonment" of the prior Sebastopol Road ingress/egress in the approximate middle of the shared parking lot, it did so to make the entire Roseland Shopping Center, and in particular large commercial trucks, entirely dependent on unrestricted access to the West Street/Sebastopol Road Traffic light/lanes. Have you even looked at the Mid-Pen Development Plan?**

**Aldo Mercado
Deputy County Counsel
Roseland Village Property
John Paulsen, President
August 3, 2017
Page 4**

- (8) Finally, for your historical edification, once Alberton's closed its doors the Coddling/Baugh property no longer used the Paulsen property for Access, and to reduce the homeless vandalism and theft (a continuing problem today the County ignores) Roseland Village erected a locking gate with only Paulsen tenants having the access key. The reciprocal recorded Access Easement was then and therefore used only by Paulsen property tenants and by NO Coddling/Baugh tenants/customers on the "Commission Parcel." The historical Prescriptive Ingress/Egress use has been exclusively for over 14 years, from the Paulsen parcels across the "Baugh/County" parcel to the Sebastopol Road Traffic light.

Accordingly, the County should take a step back and address, with real facts, what has occurred, when and why, before attempting to destroy the livelihood of the Owners and Tenants of Roseland Village.

Very truly yours,



Robert A. Nellessen, Esq.

**RAN:ljp
cc: John Paulsen**

LAW OFFICES OF
ROBERT A. NELLESSEN
P. O. Box 409
Santa Rosa, CA 95402-0409

Telephone
(707) 578-1200

Facsimile
(707) 578-5100

May 1, 2019
Via Email and Fax
pcook@ch-sc.org; (707) 578-2339

Paula Cook
Community Housing Sonoma County
131A Stony Circle, Suite 500
Santa Rosa, CA 95401

Re: *Sonoma County Alliance Meeting- May 1, 2019*

Dear Ms. Cook:

Your presentation and materials provided this morning at the Sonoma County Alliance meeting was informative and uplifting.

I would like your organization to consider for a tiny home project, the County property at 665 Sebastopol Road.

The County plans on giving the property to a private developer for **MARKET RATE HOUSING**, waving parking density and zoning restrictions. Perhaps it could do the same for your organization.

Please advise if I may be of assistance.

Very truly yours,



Robert A. Nellessen

RAN/ljp
cc: Sonoma County Board of Supervisors
City of Santa Rosa, Andy Gustavson
Press Democrat