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APPEAL FORM

Date Received: CITY OF SANTA ROSA
CITY CLERK'S OFFICE

Fee: \$509.00

City Clerk's Office/Rec'd by: Lana Maris

Name of Appellant: JOHN PAULSEN

Business Address and

P.O. BOX 7948, SANTA ROSA, CA 95407

Telephone Number:

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: (List Board/Commission/Dept./Official)

PLANNING DEPARTMENT

Decision date:

FEBRUARY 28, 2019 — ITEM #10.1

Decision: (contract award recommendation; nonresponsive bid, denial, other)

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

- 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: (Attach additional sheets if more space is needed.)

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 dissatisfied with any final decision of any City commission, board or official may appeal such final decision to the City Council. Only final decisions may be appealed to the City Council. All appeals shall be initiated by filing with the City Clerk a written notice of appeal on a form provided by the City Clerk within 15 days of the date of decision, together with any applicable fees as determined by Council resolution. (Santa Rosa City Code §§ 1-20.010; 1-20.020.)

Appellant's Signature

John Paulsen

Date

3/7/19

Name and title (type or print)

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.

GRANT OF RECIPROCAL EASEMENTS

THIS AGREEMENT, made this 25th day of July, 1956, by and between: ROSELAND VILLAGE, a California Corporation, hereinafter referred to as "First Party"; and CODDING ENTERPRISES, a California 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 Sonoma, State of California, to-wit:

Being a portion of the Rancho Cabeza de 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 73° 24' East 846.82 feet from an old stake at the Southwest corner of the tract of land deeded by Charles J. Buckland and wife to J. H. Brush by deed dated September 6, 1892, and recorded in Book 161 of Deeds, page 613, Sonoma County Records; thence along the Northernly line of Sebastopol Avenue North 73° 24' East 567.18 feet; thence North 16° 36' West 547.8 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 16° 36' East 547.8 feet to the Northernly line of Sebastopol Avenue; thence along the Northernly line of Sebastopol Avenue North 72° 45' East 200 feet; thence North 5° West 127.7 feet; thence North 82° 10' East 16.5 feet; thence North 5° West 62 feet; thence South 73° 50' West 91.8 feet; thence North 5° West 370 feet to the Southernly line of said Railroad Right of Way; thence South 79° 35' West along the Southernly line of said Railroad Right of Way 235 feet, more or less, to the point of beginning. Containing 2.49 acres, more or less; and

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

Being a portion of the Rancho Cabeza de Santa Rosa; beginning at a point in the Northerly line of the County road leading from Santa Rosa to Sebastopol, (Sebastopol Avenue), distant thereon North $73^{\circ} 21'$ East 846.82 feet from an old stake at the Southwest corner of the tract of land deeded by Charles J. Buckland and wife to J. H. Brush by deed dated September 6, 1892, and recorded in Book 161 of Deeds, page 613, Sonoma County Records; thence North $5^{\circ} 35'$ West 596 feet to the Southerly line of the Right of Way of the Sebastopol Branch of the Northwestern Pacific Railroad, the true point of beginning of the parcel to be herein described; thence returning South $5^{\circ} 35'$ East 596 feet to the Northerly line of Sebastopol Avenue; thence North $16^{\circ} 36'$ West 547.8 feet to the Southerly line of said Railroad right of way; thence South $79^{\circ} 45'$ West along the Southerly line of said Railroad Right of Way 450 feet more or less to the point of beginning. Containing 6.69 acres more or less; and

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

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

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

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

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

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

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

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

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

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 has caused the same to be acknowledged.

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

First Party:

ROSELAND VILLAGE, a California Corporation,

By *Niggo Paulain Vice Pres*

Second Party:

CODDING ENTERPRISES, a California Corporation,

By *John D. Cassidy Pres*

RECORDED AT REQUEST OF

J. J. Williams

AT 5:14 MIN. PAST 7 P. M.

Book 1467 Official Record 415

SONOMA COUNTY, CALIFORNIA

SEP 12 1956

John D. Cassidy RECORDER

John D. Cassidy DEPUTY

FEE \$ 2.00

SERIAL No. E 92442