



2017021024

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William F. Rousseau  
03/17/2017 02:24 PM  
FIDELITY NATIONAL TITLE COMP

ESMT 20 Pgs  
Fee: \$71.00



FNT-7051700056-CT  
WHEN RECORDED, MAIL TO:

Mapleton Investments, LLC  
9952 Santa Monica Blvd.  
Beverly Hills, CA 90212  
Attn: Lee Robertson

APNs: 034-011-074 & 034-011-077

RET 11911 Easement - **PARKING EASEMENT**  
no consideration

This **PARKING EASEMENT** (this "Agreement") is made and entered into as of the 17 day of March, 2017 (the "Effective Date"), by and between 3300 COFFEY LANE, LLC, a Delaware limited liability company ("Grantor"), and MICHAEL R. SULLIVAN, TRUSTEE OF THE MICHAEL R. SULLIVAN TRUST DATED MAY 2, 2007 ("Grantee").

WHEREAS, Grantor is the owner of certain land and improvements known as 3300 Coffey Lane, City of Santa Rosa, County of Sonoma, California, APN 034-011-074, described in Exhibit "A" attached hereto (the "Property") which contains a parking lot for its tenants, customers, employees, and invitees (the "Parking Lot");

WHEREAS, Grantee is the owner of certain real property located at 3282 Coffey Lane, City of Santa Rosa, County of Sonoma, California, APN 034-011-077 (the "Development Property");

WHEREAS, Grantee intends to construct improvements on the Development Property ("Improvements"); and

WHEREAS, Grantor has agreed to grant to Grantee, and Grantee desires to receive, a non-exclusive, perpetual easement to use a portion of the Parking Lot for parking for the owners, tenants, customers and invitees of the Development Property, all subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, and in consideration of the terms and conditions of this Agreement, together with the mutual benefits to be derived herefrom, Grantor and Grantee hereby agree as follows:

1. **Grant of Parking Easement.** Grantor hereby grants to Grantee (a) a non-exclusive, perpetual easement and right-of-way, appurtenant to the Development Property, upon, over, across and through the southernmost driveway of the Property solely for the purpose of vehicular and pedestrian access to and from the Development Property; and (b) an exclusive, perpetual easement, appurtenant to the Development Property, to use an area within the Parking Lot as described on Exhibit "B" attached hereto and incorporated herein (the "Easement Area"), which is made up of twenty five (25) parking spaces, for the purpose of parking passenger vehicles for the owners, tenants, customers, and invitees of the Development Property from 6am-8pm. Grantee is prohibited from using the Easement Area for the overnight or temporary storage of any vehicle, inventory, supplies or any other property.

2. **Maintenance Requirements.** Grantee shall keep the Easement Area clean and free of debris. Grantor is responsible for maintaining the Easement Area in good, safe condition and repair, including but not limited to landscaping, slurry, stripping and sealing. Within thirty (30) days after delivery of an invoice from Grantor, Grantee shall pay its share of the costs of maintaining the Easement Area, using the formula in Table I below. If Grantor fails to perform or cause to be performed any maintenance, and this failure continues for a period of thirty (30) days after written notice from Grantee, then Grantee shall have the right, but not any obligation, to perform or cause to be performed such maintenance on the Easement Area, at Grantee's expense.

Table I - Maintenance Share		
<i>(For illustration purposes, only. Actual numbers to be used.)</i>		
Variables	Descriptions	Illustrations
x	Equals the Square Footage of the Easement Area.	4,897.00
y	Equals the Square Footage of the Property paved area. ^	158,657.00
x/y	"x" divided by "y" equals the "Grantees share".	3.09%
z	Equals the total annual Maintenance Costs.	\$ 29,500.00
Formula		Solution
(z)*(x/y)		\$ 910.53
^ to be mutually agreed upon by Grantor & Grantee		

3. **Real Property Taxes.** Within thirty (30) days after delivery of an invoice from Grantor, Grantee shall pay Grantor its share of real property taxes for the Easement Area, computed using the formula in Table II below, which shall be for the land only, excluding the assessed values of the improvements or furniture, fixtures or equipment (FF&E).

Table II - Share of Real Property Taxes		
<i>(For illustration purposes, only. Actual numbers to be used.)</i>		
Variables	Descriptions	Illustrations
a	Equals the Square Footage of the Easement Area.	4,897.00
b	Equals the Square Footage of the Property total site.	388,120.00
a/b	"a" divided by "b" equals the "Grantees share".	1.2617%
c	Equals the total assessed land value of Property.	\$ 6,790,621
d	Equals the total assessed value of land and real property improvements.	\$ 18,221,501
c/d	"c" divided by "d" equals the "Percent of Land Value" of Property.	37.2671%
f	Equals the total annual property tax bill, minus any amounts for FF&E.	\$ 223,133.44
Formula		Solution
(f)*(c/d)*(a/d)		\$ 1,053.66

4. Insurance. Grantee shall maintain commercial general liability insurance on the Easement Area with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and automobile liability insurance with a combined single limit of \$1,000,000. Grantee shall deliver to Grantor updated certificates of insurance naming Grantor and Grantor's current tenant(s) under any lease(s) as additional insureds. Such insurance policies shall require that the Grantee provide Grantor with at least thirty (30) days prior written notice of the cancellation, non-renewal or material modification of the coverage. If Grantee fails to obtain insurance on the Easement Area as required in this Section 4, then Grantor may obtain the same and deliver to Grantee an invoice for reimbursement of such insurance expenses, which Grantee shall pay within thirty (30) days after receipt thereof.

5. Temporary Closure. Upon thirty (30) days prior written notice to Grantee, Grantor reserves the right to temporarily close or restrict Grantee's access to portions of the Easement Area in order to make repairs or perform services, such as repaving, repairing, restriping the Parking Lot.

6. Indemnification by Grantee. Grantee shall protect, defend, indemnify and hold the Grantor harmless from and against any and all claims, demands, losses, liabilities, damages, expenses and costs (including reasonable attorney's fees and costs) of every kind and description and for personal injury to, or death of, any person or for loss to or damage or destruction of property which shall occur within the Easement Area to the extent caused by the negligence or willful misconduct of Grantee. Notwithstanding the foregoing, no obligation of Grantee to indemnify Grantor shall extend to any claim, demand or cause of action to the extent caused by the negligence, willful misconduct or breach of this Agreement by Grantor. The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

7. Indemnification by Grantor. Grantor shall protect, defend, indemnify and hold the Grantee harmless from and against any and all claims, demands, losses, liabilities, damages, expenses and costs (including reasonable attorney's fees and costs) of every kind and description and for personal injury to, or death of, any person or for loss to or damage or destruction of property which shall occur within the Property but outside of the Easement Area to the extent caused by the negligence or willful misconduct of Grantor. Notwithstanding the foregoing, no obligation of Grantor to indemnify Grantee shall extend to any claim, demand or cause of action to the extent caused by the negligence, willful misconduct or breach of this Agreement by Grantee. The provisions of this Section 7 shall survive the expiration or termination of this Agreement.

8. Lender Consent. The parties recognize the Property is security under a deed of trust whereby the beneficiary, John Hancock Life Insurance Company (U.S.A.), has consented to the execution and recording of this Easement pursuant to Exhibit C attached hereto and incorporated herein.

9. Default. In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties shall be entitled to any and all remedies available at law or in equity, including the equitable remedies of specific performance. In the event Grantee fails to pay Grantor its share of maintenance, real property taxes, or insurance if applicable, then Grantor

may charge Grantee a five percent (5%) late fee on the amount due and owing plus interest at twelve percent (12%) per annum or the maximum rate as permitted by law.

10. Notices. All notices hereunder shall be in writing and shall be deemed to have been duly given if delivered either personally, by overnight delivery service of recognized standing, by United States Mail, certified, registered, or express mail with postage prepaid, or by e-mail transmission. If such notice is personally delivered or delivered by e-mail during normal business hours, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by e-mail after normal business hours or is delivered by overnight delivery service, it shall be deemed given one (1) business day after receipt thereof (if sent by e-mail transmission) or one (1) business day after the deposit thereof with such delivery service if sent by overnight delivery. If such notice is mailed, notice shall be deemed given three (3) business days after the deposit thereof in the United States Mail, postage prepaid. Each notice shall be deemed given only if properly addressed to each Party as follows:

To Grantor: Adam Nathanson  
c/o Mapleton Investments, LLC  
9952 Santa Monica Boulevard  
Beverly Hills, CA 90212  
Telephone No.: (310) 209-7253  
Email: adamn@mapletoninvestments.com

To Grantee: Michael R. Sullivan, Trustee  
The Michael R. Sullivan Trust  
4803 Montgomery Drive  
Santa Rosa, CA 95409

With copy to: The Michael R. Sullivan Trust  
c/o Commercial Investment Real Estate, Inc.  
Attn.: William Severi  
2777 Cleveland Avenue, Suite 110  
Santa Rosa, CA 95403  
Telephone No: (707) 523-2700  
Fax No.: (707) 891-3050  
Email: william@northbayprop.com

Any notice to a subsequent owner of the Property shall be delivered to the address provided by such owner or, absent such address, at the address reflected in the records of the Sonoma County Assessor. Any party hereto may change its address for the purpose of receiving notices as herein provided by delivering a written notice in the manner aforesaid to the other Party.

11. Amendments; Waivers. No modification or amendment of this Agreement may be made except by written agreement signed by both parties or their successors. No failure by a party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by

notice may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of the other party hereto. No waiver shall affect or alter this Agreement and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

12. Severability. If any one or more of the provisions of this Agreement or the applicability of any such provision shall be held invalid or unenforceable, such provision shall be modified to the extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

13. Time is of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every term, covenant, agreement, condition and provision hereof.

14. Burden and Benefit. The easements granted under this Agreement run with the land and the rights, duties, covenants, restrictions, agreements, limitations and obligations herein created shall constitute covenants running with the land, and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

15. Neutral Authorship. The language of this Agreement shall be construed as a whole according to its fair meaning. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against any party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

16. Attorneys' Fees. The prevailing party in any action or proceeding to enforce or interpret this Agreement or otherwise arising out of or in connection with the subject matter of this Agreement (including, but not limited to, any suit, arbitration, entry of judgment, post-judgment motion, or enforcement, appeal, bankruptcy litigation, attachment, or levy) shall be entitled to recover its costs and expenses, including, but not limited to, reasonable attorney, experts', and consultants' fees and costs and the cost of any contract litigation insurance policy.

17. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

*[signatures and acknowledgments on following page(s)]*

Dated this 15 day of March, 2017.

Grantor:

~~3300~~ ~~3282~~ COFFEY LANE, LLC a Delaware limited liability company

By: MAPLETON/RDS REAL ESTATE, LLC, a California limited liability company, its manager

Name: [Signature]  
Title: Marc Nathanson, Manager

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 CA  
County of Los Angeles

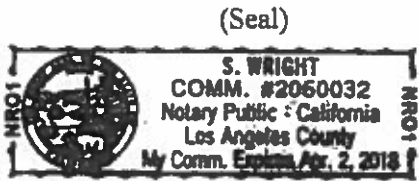
On 3.15.17 before me, S. Wright, Notary Public,  
(here insert name and title of the officer)

personally appeared Marc Nathanson  
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 [Signature]



Grantee:

THE MICHAEL R. SULLIVAN TRUST DATED MAY 2, 2007

By   
Michael R. Sullivan, Trustee

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 Sonoma

On March 17, 2017 before me, Courtney Triola, Notary Public,  
(here insert name and title of the officer)

personally appeared Michael R. Sullivan,  
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)

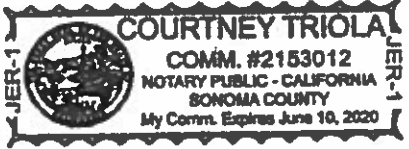


EXHIBIT "A"

[See attached]



Real property in the City of Santa Rosa, County of Sonoma, State of California, described as follows:

PARCEL ONE:

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF SANTA ROSA, COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING A PORTION OF THE LANDS OF MACKEN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, AS DESCRIBED BY DEED RECORDED IN BOOK 3203, PAGES 428 AND 429, OFFICIAL RECORDS OF SONOMA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF COFFEY LANE AND PINER ROAD AS SHOWN ON THAT RECORD OF SURVEY MAP FILED IN BOOK 288 OF MAPS, AT PAGE 36, OFFICIAL RECORDS OF SONOMA COUNTY, FROM WHICH A FOUND STANDARD CITY MONUMENT BEARS NORTH 73° 47' 00" EAST, 0.11 FEET AS SHOWN ON SAID MAP; THENCE ALONG THE CENTERLINE OF COFFEY LANE, NORTH 16° 14' 41" WEST, 353.25 FEET; THENCE NORTH 73° 45' 19" EAST, 43.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS OF THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION, AS DESCRIBED BY DEED RECORDED MARCH 26, 1979 IN BOOK 3540 OF OFFICIAL RECORDS, AT PAGE 28, SERIAL NO. T-80559, SONOMA COUNTY RECORDS, ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL ONE; THENCE NORTH 16° 14' 41" WEST, 388.62 FEET ALONG THE EASTERLY LINE OF COFFEY LANE AND THE WESTERLY LINE OF THE LANDS OF MACKEN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, AS DESCRIBED BY DEED RECORDED IN BOOK 3203, PAGES 428 AND 429, OFFICIAL RECORDS OF SONOMA COUNTY, TO THE SOUTHERLY LINE OF THE LANDS OF MACKEN ASSOCIATES, A LIMITED PARTNERSHIP, AS DESCRIBED IN DEED RECORDED IN BOOK 3378, AT PAGES 638 AND 639, OFFICIAL RECORDS OF SONOMA COUNTY; THENCE LEAVING SAID EASTERLY LINE OF COFFEY LANE ALONG THE COMMON LINE BETWEEN THE LANDS OF MACKEN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, AS DESCRIBED BY DEED RECORDED IN BOOK 3203, PAGES 428 AND 429, OFFICIAL RECORDS OF SONOMA COUNTY, AND THE LANDS OF MACKEN ASSOCIATES, A LIMITED PARTNERSHIP, AS DESCRIBED IN DEED RECORDED IN BOOK 3378, AT PAGES 638 AND 639, OFFICIAL RECORDS OF SONOMA COUNTY, SOUTH 89° 26' 20" EAST, 194.14 FEET; THENCE NORTH 16° 14' 41" WEST, 100.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS OF MACKEN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, AS DESCRIBED BY DEED RECORDED AS DOCUMENT NUMBER 1994-0066594, OFFICIAL RECORDS OF SONOMA COUNTY; THENCE ALONG THE EASTERLY LINE OF SAID LANDS, NORTH 16° 14' 41" WEST, 100.00 FEET TO THE NORTH LINE OF THE LANDS OF JOSEPH LOMBARDI AND WIFE, BY DEED DATED MARCH 16, 1943 AND RECORDED MARCH 19, 1943 IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY, UNDER RECORDERS SERIAL NO. B-57772; THENCE ALONG SAID LINE, SOUTH 89° 26' 20" EAST, 814.17 FEET TO THE WESTERLY LINE OF THE LANDS OF SONOMA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, A BODY CORPORATE AND POLITIC, AS DESCRIBED IN DEED RECORDED IN LIBER 2134 OF OFFICIAL RECORDS, AT PAGE 877, RECORDERS SERIAL NO. J-47893, SONOMA COUNTY RECORDS, ALSO BEING THE EASTERLY LINE OF THE LAND OF MACKEN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, AS DESCRIBED BY DEED RECORDED IN BOOK 3203, PAGES 428 AND 429, OFFICIAL RECORDS OF SONOMA COUNTY;

THENCE ALONG SAID COMMON LINE ON A CURVE TO THE RIGHT HAVING A RADIUS THAT BEARS NORTH 64° 04 19 WEST, 611.00 FEET, THROUGH A CENTRAL ANGLE OF 08° 55 41, A DISTANCE OF 95.21 FEET THENCE SOUTH 35° 03 14 WEST, 278.23 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS THAT BEARS SOUTH 55° 08 40 EAST, 290.00 FEET, THROUGH A CENTRAL ANGLE OF 24° 29 59, A DISTANCE OF 124.00 FEET TO THE SOUTHERLY LINE OF THE LANDS OF MACKEN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, AS DESCRIBED BY DEED RECORDED IN BOOK 3203, PAGES 428 AND 429, OFFICIAL RECORDS OF SONOMA COUNTY; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 77° 22 10 WEST, 602.97 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF SANTA ROSA, COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING A PORTION OF THE LANDS OF MACKEN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, AS DESCRIBED BY DEED RECORDED IN BOOK 3378, PAGES 638 AND 639, OFFICIAL RECORDS OF SONOMA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF COFFEY LANE AND PINER ROAD AS SHOWN ON THAT RECORD OF SURVEY MAP FILED IN BOOK 288 OF MAPS, AT PAGE 36, OFFICIAL RECORDS OF SONOMA COUNTY, FROM WHICH A FOUND STANDARD CITY MONUMENT BEARS NORTH 73° 47 00 EAST, 0.11 FEET AS SHOWN ON SAID MAP; THENCE ALONG THE CENTERLINE OF COFFEY LANE, NORTH 16° 14 41 WEST, 353.25 FEET; THENCE NORTH 73° 45 19 EAST, 43.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS OF THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION, AS DESCRIBED BY DEED RECORDED MARCH 26, 1979 IN BOOK 3540 OF OFFICIAL RECORDS, AT PAGE 28, SERIAL NO. T-80559, SONOMA COUNTY RECORDS; THENCE NORTH 16° 14 41 WEST, 388.62 FEET ALONG THE EASTERLY LINE OF SAID LANDS OF THE CITY OF SANTA ROSA ALSO BEING THE EASTERLY LINE OF COFFEY LANE AND THE WESTERLY LINE OF THE LANDS OF MACKEN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, AS DESCRIBED IN DEED RECORDED IN BOOK 3203, PAGES 428 AND 429, OFFICIAL RECORDS SONOMA COUNTY, TO THE SOUTHERLY LINE OF THE LANDS OF MACKEN ASSOCIATES, A LIMITED PARTNERSHIP, AS DESCRIBED IN DEED RECORDED IN BOOK 3378, AT PAGES 638 AND 629, OFFICIAL RECORDS OF SONOMA COUNTY, BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL TWO; THENCE CONTINUING ALONG THE EASTERLY LINE COFFEY LANE AND THE SAID LANDS OF THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION, NORTH 16° 14 41 WEST, 100.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS OF MACKEN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP; AS DESCRIBED BY DEED RECORDED AS DOCUMENT NUMBER 1994-0066594, SONOMA COUNTY RECORDS; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89° 26 20 EAST, 194.14 FEET TO THE WESTERLY LINE OF THE LANDS OF MACKEN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, AS DESCRIBED IN DEED RECORDED IN BOOK 3203, AT PAGES 428 AND 429, OFFICIAL RECORDS OF SONOMA COUNTY; THENCE ALONG SAID WESTERLY LINE, SOUTH 16° 14 41 EAST, 100.00 FEET; THENCE NORTH 89° 26 00 WEST, 194.14 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF SANTA ROSA, COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING A PORTION OF THE LANDS OF MACKEN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, AS DESCRIBED BY DEED RECORDED AS DOCUMENT NUMBER 1994-0066594, OFFICIAL RECORDS OF SONOMA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF COFFEY LANE AND PINER ROAD AS SHOWN ON THAT RECORD OR SURVEY FILED IN BOOK 288 OF MAPS, AT PAGE 36, OFFICIAL RECORDS OF SONOMA COUNTY, FROM WHICH A FOUND STANDARD CITY MONUMENT BEARS NORTH 73° 47 00 EAST, 0.11 FEET AS SHOWN ON SAID MAP; THENCE ALONG THE CENTERLINE OF COFFEY

LANE, NORTH 16° 14 41 WEST, 353.25 FEET; THENCE NORTH 73° 45 19 EAST, 43.00 FEET TO THE SOUTHEAST CORNER OF THE LANDS OF THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION, AS DESCRIBED BY DEED RECORDED MARCH 26, 1979 IN BOOK 3540 OF OFFICIAL RECORDS, AT PAGE 28, SERIAL NO. T-80559, SONOMA COUNTY RECORDS; THENCE NORTH 16° 14 41 WEST, 488.62 FEET ALONG THE EASTERLY LINE OF SAID LANDS OF THE CITY OF SANTA ROSA, ALSO BEING THE EASTERLY LINE OF COFFEY LANE AND THE WESTERLY LINE OF THE LANDS OF MACKEN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, AS DESCRIBED IN DEED RECORDED IN BOOK 3203, PAGES 428 AND 429, OFFICIAL RECORDS OF SONOMA COUNTY, AND THE LANDS OF MACKEN ASSOCIATES, A LIMITED PARTNERSHIP, AS DESCRIBED BY DEED RECORDED IN BOOK 3378, AT PAGES 638 AND 639, OFFICIAL RECORDS OF SONOMA COUNTY, TO A POINT ON THE SOUTHERLY LINE OF THE LANDS OF MACKEN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, AS DESCRIBED BY DEED RECORDED AS DOCUMENT NUMBER 1994-0066594, OFFICIAL RECORDS OF SONOMA COUNTY, ALSO BEING A POINT ON THE SOUTHEASTERLY CORNER OF THE LANDS OF THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION, AS DESCRIBED IN DEED RECORDED AS DOCUMENT NUMBER 1997-0098017, OFFICIAL RECORDS OF SONOMA COUNTY, BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL THREE; THENCE ALONG THE EASTERLY LINE OF SAID LANDS OF THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION, NORTH 16° 14 41 WEST, 100.00 FEET TO THE NORTHERLY LINE OF THE LANDS OF JOSEPH LOMBARDI AND WIFE, BY DEED DATED MARCH 16, 1943 AND RECORDED MARCH 19, 1943 IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY, UNDER RECORDERS SERIAL NO. B-57772; THENCE ALONG THE NORTH LINE OF SAID LANDS OF LOMBARDI, SOUTH 89° 26 20 EAST, 194.14 FEET TO THE WESTERLY LINE OF THE LANDS OF MACKEN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, AS DESCRIBED IN DEED RECORDED IN BOOK 3203, AT PAGES 428 AND 429, OFFICIAL RECORDS OF SONOMA COUNTY; THENCE ALONG SAID WESTERLY LINE, SOUTH 16° 14 41 EAST, 100.00 FEET TO THE NORTHEAST CORNER OF THE LANDS OF MACKEN ASSOCIATES, A LIMITED PARTNERSHIP, AS DESCRIBED BY DEED RECORDED IN BOOK 3378, PAGES 638 AND 639, OFFICIAL RECORDS OF SONOMA COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID LANDS OF MACKEN, NORTH 89° 26 20 WEST, 194.14 FEET TO THE POINT OF BEGINNING.

APN: 034-011-074-000

**EXHIBIT "B"**

**[See attached]**

# PARKING EXHIBIT

3300 COFFEY LANE, SANTA ROSA, CA

## LEGAL DESCRIPTION:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SONOMA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF THE LANDS OF MACKEN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, AS DESCRIBED BY DEED RECORDED IN BOOK 3203, PAGES 428 AND 429, OFFICIAL RECORDS OF SONOMA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF COFFEY LANE AND PINER ROAD AS SHOWN ON THAT RECORD OF SURVEY MAP FILED IN BOOK 288 OF MAPS, AT PAGE 36, OFFICIAL RECORDS OF SONOMA COUNTY, FROM WHICH A FOUND STANDARD CITY MONUMENT BEARS NORTH 73° 47' 00" EAST, 0.11 FEET AS SHOWN ON SAID MAP; THENCE ALONG THE CENTERLINE OF COFFEY LANE, NORTH 16° 14' 41" WEST, 353.25 FEET; THENCE NORTH 73°45'19" EAST, A DISTANCE OF 20.48 FEET; THENCE NORTH 77°22'10" EAST 22.56 FEET TO THE SOUTHEAST CORNER OF THE LANDS OF THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION, AS DESCRIBED BY DEED RECORDED MARCH 26, 1979 IN BOOK 3540 OF OFFICIAL RECORDS, AT PAGE 28, SERIAL NO. T-80559, SONOMA COUNTY RECORDS; THENCE CONTINUING NORTH 77°22'10" EAST, A DISTANCE OF 30.61 FEET; THENCE NORTH 12°30'17" WEST, A DISTANCE OF 7.64 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 12°30'17" WEST, A DISTANCE OF 20.21 FEET; THENCE NORTH 77°29'43" EAST, A DISTANCE OF 242.32 FEET, THENCE SOUTH 12°30'17" EAST, A DISTANCE OF 20.21 FEET; THENCE SOUTH 77°29'43" WEST, A DISTANCE OF 242.32 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 4,897 SQUARE FEET, 0.11 ACRES, AND SUBJECT TO EASEMENTS, CONDITIONS, AND RESTRICTIONS OF RECORD OR APPARENT.

AS SHOWN ON THE ATTACHED EXHIBIT 'A' AND, BY THIS REFERENCE, MADE A PART HEREOF.

## EASEMENTS:

- ① MATTERS CONTAINED IN DOCUMENT ENTITLED "LANDSCAPE EASEMENT AGREEMENT", RECORDED JULY 18, 2008 AS INSTRUMENT NO. 2008065811 OF OFFICIAL RECORDS.
- ② MATTERS CONTAINED IN DOCUMENT ENTITLED "NO BUILD AGREEMENT AND GRANT OF UTILITIES EASEMENT", RECORDED JULY 18, 2008 AS INSTRUMENT NO. 2008065812 OF OFFICIAL RECORDS.
- ③ MATTERS CONTAINED IN DOCUMENT ENTITLED "PEDESTRIAN ACCESS EASEMENT AGREEMENT", RECORDED JULY 18, 2008 AS INSTRUMENT NO. 2008065813 OF OFFICIAL RECORDS.

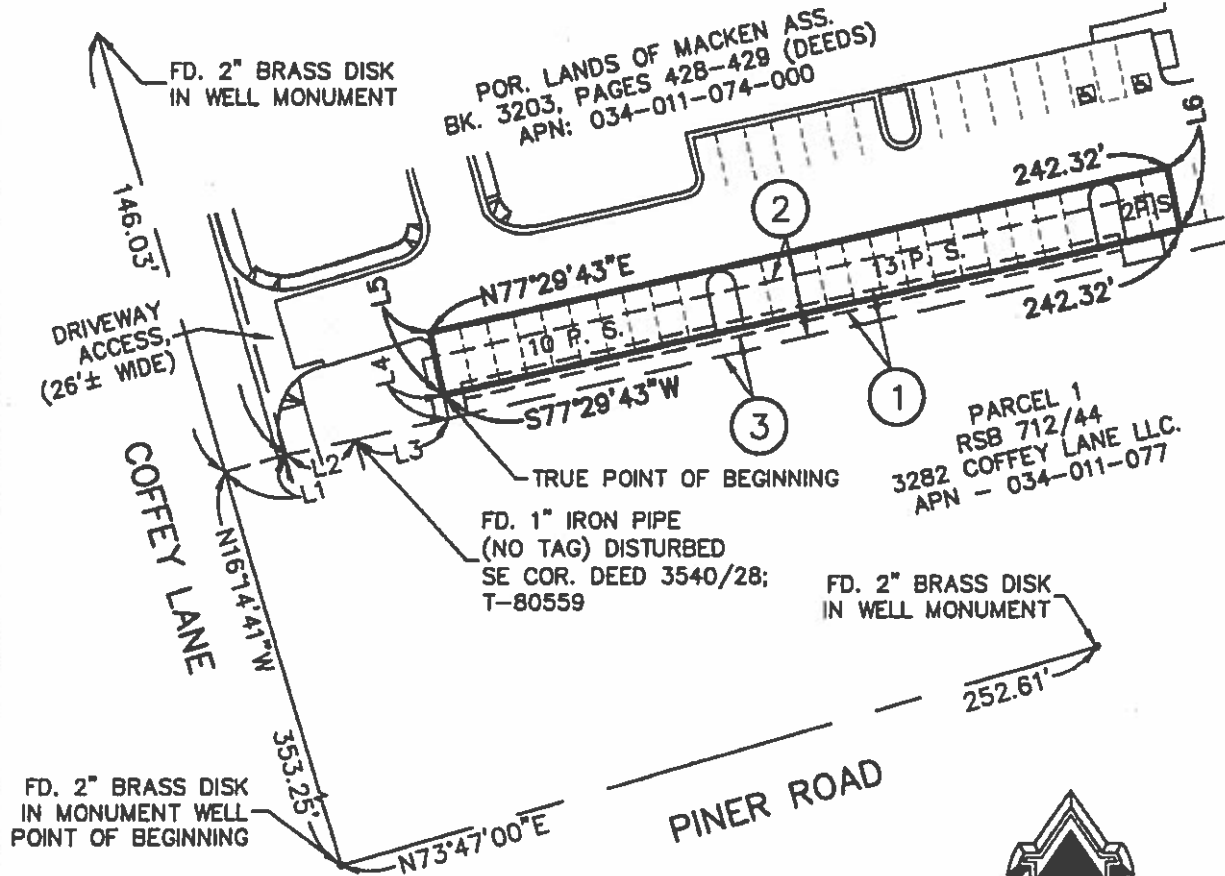
SUBJECT TO ANY OTHER EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORDS NOT SHOWN HEREON

PREPARED BY: JEFFERY L. MAYS  
LS NO. 6379  
JRN CIVIL ENGINEERS  
232 AVENIDA FABRICANTE, SUITE 107  
SAN CLEMENTE, CA. 92672  
(949) 248-4685

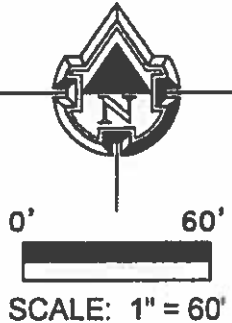


# EXHIBIT 'A'

3300 COFFEY LANE, SANTA ROSA, CA



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N73°45'19"E	20.48'
L2	N77°22'10"E	22.56'
L3	N77°22'10"E	30.61'
L4	N12°30'17"W	7.64'
L5	N12°30'17"W	20.21'
L6	S12°30'17"E	20.21'



BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON RECORD DATA SHOWN ON RECORD OF SURVEY BOOK 288, PAGE 36 IN THE CITY OF SANTA ROSA, COUNTY OF SONOMA, STATE OF CALIFORNIA.

SUBJECT TO ANY OTHER EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS RIGHTS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORDS NOT SHOWN HEREON

PREPARED BY: JEFFERY L. MAYS  
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**EXHIBIT "C"**

**[See attached]**

Loan No. 527460:11

CONSENT AND SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That

For good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned, JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) ("Lender"), a Michigan corporation, having an address in Boston, Suffolk County, Massachusetts, hereby consents to a Parking Easement Agreement for the exclusive purposes given by 3300 Coffey Lane, LLC, a Delaware limited liability company, Grantor, to Michael R. Sullivan, Trustee of the Michael R. Sullivan Trust dated May 2, 2007, Grantee, its successors and assigns, upon, across, over and/or under the property situated in Sonoma County, California, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("Easement"), which Easement is to be recorded in the Official Records of Sonoma County, State of California (the "Recorder's Office").

Said Lender hereby subordinates to the aforesaid Easement the lien of that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement executed by Grantor for the benefit of Lender dated as of November 1, 2016, recorded in the Recorder's Office on November 1, 2016, as Instrument No. 2016101646.

This consent shall in no way affect or impair the rights of the undersigned, its legal representatives, successors or assigns, to hold, foreclose or sell under said lien or liens, in any manner prescribed by contract or law, all of the lands, hereditaments, appurtenances and estates therein, save and except the rights, titles, estates and privileges of the said Grantee under said Easement; and any renewals or extensions of said lien or liens and any foreclosures or sales of said lands or any part thereof under the aforesaid liens, shall expressly except and be subject to the said Easement and Grantee's rights thereunder.

Grantee shall, at all times, have the right of full and free ingress to and egress from said property for all purposes provided in said Easement.

The rights, conditions and provisions of this consent and subordination shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.



IN WITNESS WHEREOF, the said Lender has executed this Consent and Subordination Agreement on the 16 day of March, 2017

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

By: Patricia C. Coyne  
Name: Patricia C. Coyne  
Title: Senior Credit Officer

COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF SUFFOLK ) ss.

On this 16<sup>th</sup> day of March, 2017, before me, the undersigned Notary Public, personally appeared Patricia C. Coyne, proved to me through satisfactory evidence of identification, which was/were Senior Credit Officer to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s) as Assistant Vice President for John Hancock Life Insurance Company (U.S.A.).

Marysol Calderon  
Signature of Notary

(Seal)

My commission expires: 4/13/23



**EXHIBIT A**  
**DESCRIPTION OF LAND**

All that certain real property situated in the County of Sonoma, State of California, described as follows:

City of Santa Rosa

Parcel One:

All that real property situated in the City of Santa Rosa, County of Sonoma, State of California, and being a portion of the Lands of Macken Associates, a California limited partnership, as described by Deed recorded in Book 3203, Pages 428 and 429, Official Records of Sonoma County, described as follows:

Commencing at the intersection of Coffey Lane and Piner Road as shown on that Record of Survey map filed in Book 288 of Maps, at Page 36, Official Records of Sonoma County, from which a found Standard City Monument bears North 73° 47' 00" East, 0.11 feet as shown on said map; thence along the centerline of Coffey Lane, North 16° 14' 41" West, 353.25 feet; thence North 73° 45' 19" East, 43.00 feet to the Southeast corner of the Lands of The City of Santa Rosa, a municipal corporation, as described by Deed recorded March 26, 1979 in Book 3540 of Official Records, at Page 28, Serial No. T-80559, Sonoma County Records, also being the point of beginning of the herein described Parcel One; thence North 16° 14' 41" West, 388.62 feet along the Easterly line of Coffey Lane and the Westerly line of the Lands of Macken Associates, a California limited partnership, as described by Deed recorded in Book 3203, Pages 428 and 429, Official Records of Sonoma County, to the Southerly line of The Lands of Macken Associates, a limited partnership, as described in Deed recorded in Book 3378, at Pages 638 and 639, Official Records of Sonoma County; thence leaving said Easterly line of Coffey Lane along the common line between The Lands of Macken Associates, a California limited partnership, as described by Deed recorded in Book 3203, Pages 428 and 429, Official Records of Sonoma County, and The Lands of Macken Associates, a limited partnership, as described in Deed recorded in Book 3378, at Pages 638 and 639, official Records of Sonoma County, South 89° 26' 20" East, 194.14 feet; thence North 16° 14' 41" West, 100.00 feet to the Southeast corner of The Lands of Macken Associates, a California limited partnership, as described by Deed recorded as Document Number 1994-0066594, Official Records of Sonoma County; thence along the Easterly line of said lands, North 16° 14' 41" West, 100.00 feet to the North line of The Lands of Joseph Lombardi and wife, by Deed dated March 16, 1943 and recorded March 19, 1943 in the office of the county recorder of Sonoma County, under Recorders Serial No. B-57772; thence along said line, South 89° 26' 20" East, 814.17 feet to the Westerly line of The Lands of Sonoma County Flood Control and Water Conservation District, a body corporate and politic, as described in Deed recorded in Liber 2134 of Official Records, at Page 877, Recorders Serial No. J-47893, Sonoma County Records, also being the Easterly line of The Land of Macken Associates, a California limited partnership, as described by Deed recorded in Book 3203, Pages 428 and 429, Official Records of Sonoma County; thence along said common line on a curve to

the right having a radius that bears North 64° 04' 19" West, 611.00 feet, through a central angle of 08° 55' 41", a distance of 95.21 feet thence South 35° 03' 14" West, 278.23 feet; thence along a curve to the left having a radius that bears South 55° 08' 40" East, 290.00 feet, through a central angle of 24° 29' 59", a distance of 124.00 feet to the Southerly line of The Lands of Macken Associates, a California limited partnership, as described by Deed recorded in Book 3203, Pages 428 and 429, Official Records of Sonoma County; thence along said Southerly line, South 77° 22' 10" West, 602.97 feet to the point of beginning.

**Parcel Two:**

All that real property situated in the City of Santa Rosa, County of Sonoma, State of California, and being a portion of The Lands of Macken Associates, a California limited partnership, as described by Deed recorded in Book 3378, Pages 638 and 639, Official Records of Sonoma County, described as follows:

Commencing at the intersection of Coffey Lane and Piner Road as shown on that Record of Survey Map filed in Book 288 of Maps, at Page 36, official Records of Sonoma County, from which a found Standard City Monument bears North 73° 47' 00" East, 0.11 feet as shown on said map; thence along the centerline of Coffey Lane, North 16° 14' 41" West, 353.25 feet; thence North 73° 45' 19" East, 43.00 feet to the Southeast corner of The Lands of The City of Santa Rosa, a municipal corporation, as described by Deed recorded March 26, 1979 in Book 3540 of Official Records, at Page 28, Serial No. T-80559, Sonoma County Records; thence North 16° 14' 41" West, 388.62 feet along the Easterly line of said Lands of the City of Santa Rosa also being the Easterly line of Coffey Lane and the Westerly line of The Lands of Macken Associates, a California limited partnership, as described in Deed recorded in Book 3203, Pages 428 and 429, Official Records Sonoma County, to the Southerly line of The Lands of Macken Associates, a limited partnership, as described in Deed recorded in Book 3378, at Pages 638 and 639, Official Records of Sonoma County, being the point of beginning of the herein described Parcel Two; thence continuing along the Easterly line of Coffey Lane and The Said Lands of The City of Santa Rosa, a municipal corporation, North 16° 14' 41" West, 100.00 feet to a point on the Southerly line of The Lands of Macken Associates, a California limited partnership, as described by Deed recorded as Document Number 1994-0066594, Sonoma County Records; thence along said Southerly line, South 89° 26' 20" East, 194.14 feet to the Westerly line of The Lands of Macken Associates, a California limited partnership, as described in Deed recorded in Book 3203, at pages 428 and 429, Official Records of Sonoma County; thence along said Westerly line, South 16° 14' 41" East, 100.00 feet; thence North 89° 26' 00" West, 194.14 feet to the point of beginning.

**Parcel Three:**

All that real property situated in the City of Santa Rosa, County of Sonoma, State of California, and being a portion of The Lands of Macken Associates, a California limited partnership, as described by Deed recorded as Document Number 1994-0066594, Official Records of Sonoma County, described as follows:

Commencing at the intersection of Coffey Lane and Piner Road as shown on that Record of Survey filed in Book 288 of Maps, at Page 36, Official Records of Sonoma County, from which a Found Standard City Monument bears North  $73^{\circ} 47' 00''$  East, 0.11 feet as shown on said map; thence along the centerline of Coffey Lane, North  $16^{\circ} 14' 41''$  West, 353.25 feet; thence North  $73^{\circ} 45' 19''$  East, 43.00 feet to the Southeast corner of The Lands of The City of Santa Rosa, a municipal corporation, as described by Deed recorded March 26, 1979 in Book 3540 of Official Records, at Page 28, Serial No. T-80559, Sonoma County Records; thence North  $16^{\circ} 14' 41''$  West, 488.62 feet along the Easterly line of said Lands of The City of Santa Rosa, also being the Easterly line of Coffey Lane and the Westerly line of The Lands of Macken Associates, a California limited partnership, as described in Deed recorded in Book 3203, Pages 428 and 429, Official Records of Sonoma County, and The Lands of Macken Associates, a limited partnership, as described by Deed recorded in Book 3378, at Pages 638 and 639, Official Records of Sonoma County, to a point on the Southerly line of The Lands of Macken Associates, a California limited partnership, as described by Deed recorded as Document Number 1994-0066594, Official Records of Sonoma County, also being a point on the Southeasterly corner of The Lands of The City of Santa Rosa, a municipal corporation, as described in Deed recorded as Document Number 1997-0098017, Official Records of Sonoma County, being the point of beginning of the herein described Parcel Three; thence along the Easterly line of said Lands of The City of Santa Rosa, a municipal corporation, North  $16^{\circ} 14' 41''$  West, 100.00 feet to the Northerly line of The Lands of Joseph Lombardi and wife, by Deed dated March 16, 1943 and recorded March 19, 1943 in the office of the County Recorder of Sonoma County, under Recorders Serial No. B-57772; thence along the North line of said lands of Lombardi, South  $89^{\circ} 26' 20''$  East, 194.14 feet to the Westerly line of The Lands of Macken Associates, a California limited partnership, as described in Deed recorded in Book 3203, at Pages 428 and 429, Official Records of Sonoma County; thence along said Westerly line, South  $16^{\circ} 14' 41''$  East, 100.00 feet to the Northeast corner of The Lands of Macken Associates, a limited partnership, a described by Deed recorded in Book 3378, Pages 638 and 639, Official Records of Sonoma County; thence along the Northerly line of said lands of Macken, North  $89^{\circ} 26' 20''$  West, 194.14 feet to the point of beginning.

Assessor's Parcel Number: 034-011-074-000

POST STREET REALTY GROUP, LLC  
721 West School Street, Cotati, CA. 94931

7/29/22  
Sent Via Email

**Carol Dugas, Supervising Engineer  
City of Santa Rosa Engineering Dept**

**RE: Proposed Self Storage @ 3282 Coffey Lane / Deferment of Easements until Post Entitlements**

Dear Ms. Dugas,

The letter is to request a deferment of the offsite easements on the Gas Station and Car Wash parcel @ Coffey Lane and Piner Road that may be necessary for the development of the proposed Self Storage fronting on Coffey Lane. These easements include, Egress, Drainage, and Emergency Vehicle Access. We ask for the deferment until we have planning approvals.

Supporting considerations for this deferment request:

1. We own both parcels under the entity Post Street Realty Group, LLC (PSRG) so there should be no concern on the City's part to obtain a separate party's approval to grant these easements.
2. Granting of easements puts an encumbrance on the Gas Station & Car Wash parcel that could be detrimental to this property should the Self Storage configuration be changed during the public hearings, or should the Self Storage be denied altogether.
3. Counsel has advised us that since we own both parcels under the same entity (PSRG), it is not possible to grant ourselves easements without a unique and complicated legal process.
4. We intend to form a separate LLC for the Self Storage parcel, once we have entitlements in place; which will enable the creation and recording of the required cross easements between our parcels.

We ask that you accept imposing Conditions of Approval that mandate providing the easements prior to the issuance of a Building Permit rather than going through the cost and time to create easements in advance of Planning Approvals that may have to be modified.

Respectfully,

  
\_\_\_\_\_  
**George Bunting, Managing Member  
Post Street Realty Group, LLC**

Date: 7/29/22