

**Recording Requested By  
When Recorded Return To:**

**SONOMA COUNTY SURVEYOR  
2550 Ventura Avenue  
Santa Rosa CA 95403**

APNs: 039-025-026 & 039-025-028

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Space Above This Line For Recorder's Use Only  
Exempt from recording fee per Gov. Code § 27383  
Permit Sonoma File No.: MJS23-0001 & SUR24-0013

**SUBDIVISION IMPROVEMENT AGREEMENT  
TRACT 1083, AIRPORT BOULEVARD SUBDIVISION  
MJS23-0001**

**THIS AGREEMENT** is entered into by and between the COUNTY of Sonoma, a political subdivision of the State of California ("COUNTY"), and 175 Airport Housing, LLC, a California limited liability company, ("SUBDIVIDER") (collectively, the "PARTIES").

**RECITALS**

This Subdivision Improvement Agreement ("Agreement") is based on the following facts, understandings, and intentions of the PARTIES:

- I. SUBDIVIDER owns that certain real property identified as 175 & 245 Airport Blvd, an unincorporated land in the COUNTY of Sonoma, State of California (APN's 039-025-026 & 039-025-028, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").
- II. SUBDIVIDER has submitted an application to the COUNTY for the purpose of constructing public and private grading, drainage, utility, and roadway improvements for a 57 lot and 12 common area parcel subdivision ("Project").
- III. On DATE 05/02/2024, the COUNTY approved the Project via the Sonoma COUNTY Board of Supervisors. File Number MJS23-0001, AIRPORT BOULEVARD SUBDIVISION, subject to specified Conditions of Approval ("Conditions of Approval").
- IV. The Sonoma COUNTY Code section 25.54(b), and the Subdivision Map Act (Gov. Code § 66462 et seq.) as may be amended from time to time, and Conditions of Approval provide that prior to approval of final subdivision map, SUBDIVIDER must either: (1) complete construction of the required public and/or private improvements for the subdivision, or (2) enter into a subdivision

improvement agreement with COUNTY providing for future construction of such public and/or private improvements.

- V. SUBDIVIDER has submitted and COUNTY has approved detailed plans and specifications for required improvements in and adjacent to the subdivision (the "Improvement Plans"). The Improvement Plans are on file with the COUNTY's office of the Surveyor.
- VI. SUBDIVIDER has filed final subdivision map with the COUNTY Surveyor and has requested that COUNTY Board of Supervisors approve the final map so that the map may be recorded.
- VII. SUBDIVIDER has filed the final subdivision map with the COUNTY Surveyor for recording.
- VIII. SUBDIVIDER has not completed the required improvements shown in the Improvement Plans, and therefore desires to enter into this Agreement with COUNTY.
- IX. COUNTY and SUBDIVIDER desire to enter into this agreement providing for the completion of the improvements as shown in the Improvement Plans and ensure satisfactory performance by SUBDIVIDER of SUBDIVIDER's obligations under the Conditions of Approval and all applicable laws.

#### **AGREEMENT**

NOW THEREFORE, in consideration of the approval by the COUNTY of the Project and other valuable consideration, the PARTIES agree as follows:

- A. Purpose: The purpose of this Agreement is to guarantee completion of certain improvements in accordance with the Improvement Plans and ensure satisfactory performance by the SUBDIVIDER of SUBDIVIDER's obligations to satisfy the Project conditions.
- B. Required Improvements.
  - 1. SUBDIVIDER shall construct, install, and complete, or cause to be constructed, installed and completed, at SUBDIVIDER's sole cost and expense, all those improvements described in the approved Improvement Plans and specifications on file in the office of the COUNTY Surveyor (collectively, the "Required Improvements"). Said Improvement Plans are listed in Table 1 below and are incorporated herein by reference. SUBDIVIDER shall supply all labor and materials necessary for the construction, installation, and completion of the Required Improvements, in accordance with the terms and conditions of this Agreement.

<b>Table 1</b>		
<b>The Improvement Plans</b>		
Title:	Dated:	File No.:
Airport Boulevard Subdivision MJS24-0001. 175 Airport Boulevard, Santa Rosa, California APN039-025-026 & 039-025-028, Post Mile 13.25 to 13.35 (Road #7812). Track #1083		IMP24-0006

2. SUBDIVIDER warrants that the Improvement Plans are accurate and complete. The Improvement Plans were reviewed and approved by COUNTY as meeting applicable law and standards. COUNTY did not independently investigate the job site, soils conditions, and other conditions that might affect the design, construction, and satisfactory completion of the Required Improvements. Approval of the Improvement Plans and this Agreement by COUNTY does not release SUBDIVIDER of its responsibility to correct mistakes, errors or omissions in the Improvement Plans. In the event that mistake, error or omission in the Improvement Plans, job site conditions or other unforeseen circumstances necessitate changes to the Improvement Plans, SUBDIVIDER must submit a written request for such changes to the responsible department of the COUNTY for review and approval. Deviation from the Improvement Plans will not be allowed without such prior approval.
3. SUBDIVIDER may modify the Improvement Plans as contemplated by the amended Conditions of Approval and in compliance with all applicable law and standards, subject to review and approval by the responsible COUNTY department and the COUNTY Surveyor. COUNTY may condition its approval of any modification requested under this Subsection B.3 on SUBDIVIDER's payment of increased fees for staff review, plan check, and additional inspection services, if applicable. COUNTY may further condition its approval of a modification requested under this Subsection on SUBDIVIDER's provision of new or amended surety bonds or other security in amounts increased to reflect the cost of additional inspection services, if applicable, and on any other conditions that may in the reasonable judgment of COUNTY be necessary or convenient to implement this Agreement.
4. If, in the opinion of the COUNTY Surveyor in consultation with the responsible department, the Improvement Plans are inadequate in any respect, SUBDIVIDER agrees to make any modifications, changes, or revisions necessary to complete the Required Improvements in accordance with this Agreement.
5. The sureties in executing bonds provided for in this Agreement and any other providers of security shall be deemed to agree that no change, extension of time, alteration, or addition to the term of the Agreement or to the work to be performed thereunder, including any accompanying specifications, shall in any way affect their obligations on the bond or other instrument. The sureties in executing bonds provided for in the Agreement and any other providers of security shall be deemed to further agree to waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the work and specifications covered by this Agreement.
6. The Required Improvements, including any changes as may be required or approved by COUNTY, will be constructed in a good and professional manner to the satisfaction of COUNTY and in accordance with the Improvement Plans and all applicable laws, regulations, and standards. In the event of a conflict between these specifications, the COUNTY Surveyor will determine which prevail.
7. Should an Assessment District complete any or all of the Required Improvements, and should such district complete such improvements on or before the Completion Date or extension thereof as defined in Section B of this Agreement, SUBDIVIDER's obligations

under this Agreement with respect to such improvements shall be deemed satisfied. In accordance with Sonoma COUNTY Code section 25-60, formation of an assessment district shall not relieve SUBDIVIDER of its obligation to complete all the Required Improvements at its own expense if all the Required Improvements are not completed by an assessment district.

C. Completion Date.

1. SUBDIVIDER will complete, or cause to be completed, the Required Improvements to the satisfaction of COUNTY not later than two years after the Effective Date of this Agreement (the "Completion Date"). The Completion Date may be extended in the sole and absolute discretion of the COUNTY, for good cause, by written consent of the SUBDIVIDER and in accordance with Sonoma COUNTY Code section 25-61. COUNTY may condition its approval of any such extension on SUBDIVIDER's payment of increased fees for inspection to reflect the cost of additional inspection services, on new or amended surety bonds or other security in amounts increased to reflect current construction costs, and on any other conditions that may in the reasonable judgment of COUNTY be necessary or convenient to implement this Agreement.
2. Any request for extension of the Completion Date must be submitted in writing, stating the evidence justifying an extension, and be delivered to COUNTY in the manner specified in Section U herein for notices. SUBDIVIDER's sureties shall be parties to any such extension. SUBDIVIDER's will provide assurance acceptable to COUNTY that securities required by Section/Exhibit shall remain enforceable throughout the terms of the extension. Extensions will only be granted by COUNTY Surveyor from the COUNTY in writing; no oral agreement will be valid.
3. Neither an extension nor other delay caused by COUNTY will constitute a waiver of any of the obligations of SUBDIVIDER or SUBDIVIDER's sureties under this Agreement. An extension of the Completion Date granted pursuant to this Section shall not obligate COUNTY to grant other or further requests for extension.

D. Responsible Department. The Description of Security Requirements, attached as Exhibit B to this Agreement and incorporated herein, consists of five (5) parts. The department identified in Exhibit B for each such part is the "responsible department" for ratification, plan approval, revisions and inspections, and related actions. All questions as to identification of the responsible department will be referred to the COUNTY Surveyor for determination.

E. Inspection; Right of Entry.

1. Prior to COUNTY's approval of SUBDIVIDER's final map, SUBDIVIDER will pay all costs necessary to cover COUNTY's costs for inspection of those parts of the Required Improvements that will be inspected by COUNTY.
2. SUBDIVIDER consents to entry onto the Property, and onto any other property upon which any portion of the Required Improvements is to be installed by SUBDIVIDER per the Improvement Plans, by COUNTY and its duly authorized employees, agents, representatives and contractors, in order to inspect, and in the event of non-

performance of this Agreement by SUBDIVIDER, to complete construction and installation or conduct maintenance of the Required Improvements.

3. All work on the Required Improvements will be done to the satisfaction of COUNTY, will conform to the Improvement Plans, and will meet the standards set forth in the Sonoma COUNTY Subdivision Ordinance and all other applicable federal, state, and local laws and standards, notwithstanding any contrary approval by a responsible department.
  4. COUNTY may reject defective work and require its repair, replacement, or removal by SUBDIVIDER, all at no expense to COUNTY.
  5. SUBDIVIDER will notify the responsible department at least one working day in advance and in accordance with Section S below of:
    - i. The date work is commenced;
    - ii. Work stoppage of more than one day;
    - iii. The undertaking of work on a Saturday, Sunday, or legal holiday;
    - iv. Completion of the Required Improvements.
- F. Estimated Cost of Constructing the Required Improvements. COUNTY and SUBDIVIDER agree that the estimated cost of constructing the Required Improvements is \$4,696,928.23. Notwithstanding this estimate, SUBDIVIDER acknowledges and agrees that: (a) the actual costs to complete the Required Improvements may significantly exceed this estimate; (b) this estimate does not limit SUBDIVIDER's financial obligation; and (c) SUBDIVIDER is obligated to complete the Required Improvements at its own cost, expense, and liability. In addition to the full amount of the security, SUBDIVIDER is liable for the costs, reasonable expenses and fees incurred in enforcing the secured obligation, including but not limited to attorney's fees and expert's fees.
- G. Monumentation. The COUNTY Surveyor's office will maintain on file a copy of the subdivision final map, which are incorporated into this Agreement by reference. SUBDIVIDER agrees that on or before the Completion Date as defined in this Agreement, all monuments not previously set will be set within the subdivision as shown on the final map. The estimated cost of the monumenting described is agreed to be \$45,000.00. **AMOUNT IS TO BE NOT LESS THAN \$2,000.00. The Project Surveyor for the project may turn in a monumentation letter to the COUNTY Surveyor, stating they have been paid and monuments been set (IF THIS IS DONE, THIS PARAGRAPH IS VOIDED FROM AGREEMENT).** SUBDIVIDER hereby guarantees payment of the cost of such monumentation. When monumentation is completed, SUBDIVIDER will promptly notify the COUNTY Surveyor in writing by a Notice of Completion confirming the monumentation is complete.
- H. Security.
1. Prior to COUNTY's recordation of the final map, SUBDIVIDER will deliver to the COUNTY Surveyor the following security in accordance with Sonoma COUNTY Code sections 25-62 and 25-63, subject to acceptance by the COUNTY Surveyor and approval as to form by COUNTY Counsel:

- a. Performance Bond: Either a cash deposit, a corporate surety bond meeting the requirements set forth in this Part, or an irrevocable instrument of credit, equivalent to **one hundred per cent (100%)** of the estimate set forth in Section F of this Agreement and sufficient to assure COUNTY that the Required Improvements will be satisfactorily completed;
  - b. Labor and Materials Bond: Either a cash deposit, a corporate surety bond meeting the requirements set forth in this Part, or an irrevocable instrument of credit, equivalent to **fifty per cent (50%)** of the estimate set forth in Section F and sufficient to assure COUNTY that SUBDIVIDER's contractors, subcontractors, and other persons furnishing labor or materials shall be paid therefor; and
  - c. Monumentation Bond: Either a cash deposit or a corporate surety bond meeting the requirements set forth in this Part, whichever is required by the COUNTY Surveyor, equivalent to the amount set forth in Section G for monumentation and sufficient to satisfy the requirements of Article 9, Chapter 4, of the Subdivision Map Act; and
  - d. If required by COUNTY, a cash deposit, corporate surety bond, or irrevocable instrument of credit sufficient to assure COUNTY that the surface water drainage of the Subdivision shall not interfere with the use of neighboring property, including public streets and highways.
2. Any surety bond or other instrument or deposit furnished to COUNTY pursuant to this Section will comply with the provisions of Chapter 5 of the Subdivision Map Act (Gov. Code § 66499 et seq.) and will be in a form approved by COUNTY Counsel. Surety bonds will be issued by a surety company licensed and admitted to do business in the State of California and that is named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 (amended) by the U.S. Department of the Treasury. The surety will not have less than an "A" minimum current rating by the A.M. Best Company.
  3. As part of the obligation guaranteed by the security, and in addition to the full amount of the security, there shall be included costs and reasonable expenses and fees, including but not limited to attorney's fees, incurred by COUNTY in enforcing the obligations secured. Where the use of a set aside letter is approved by and accepted as security by the COUNTY Surveyor, such security shall include an additional 20% of the estimated construction cost.
  4. COUNTY will be the sole indemnitee named on any instrument required by this Agreement.
- I. Release of Security. A Notice of Completion needs to be recorded and given to the COUNTY Surveyor before Release of Security per Subdivision Map Act Section 66499.7. Release of security shall be in accordance with Sonoma COUNTY Code section 25-66. Only the COUNTY Surveyor has the authority to deem the Required Improvements and the monumenting complete for the purposes of releasing security.

- J. **Warranty Security.** Upon COUNTY's acceptance of any dedicated improvements, SUBDIVIDER will deposit with COUNTY a corporate surety bond meeting the surety requirements specified in Subsection H.2 of this Agreement, to guarantee maintenance of said improvements and also to guarantee those improvements against defective work or labor and defective materials used in the work, for a one-year warranty period. The amount of the surety bond shall be 10% of the estimated cost of constructing the accepted improvements. COUNTY will retain said security for the one-year warranty period. If the improvements will not be dedicated to and accepted by COUNTY or any other public entity or agency, SUBDIVIDER will maintain such improvements and keep the same in good repair for a warranty period of one year. In such case, SUBDIVIDER will provide warranty security of not less than 20% of the cost of construction of such improvements. COUNTY will retain the security for the one-year warranty period.
- K. **Indemnity.** SUBDIVIDER warrants that the design and construction of the Required Improvements will not adversely affect any portion of adjacent properties. COUNTY, any officer, employee, or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of SUBDIVIDER, its agents, employees, contractors, and subcontractors in the performance of this Agreement. SUBDIVIDER shall, to the fullest extent permitted by law, indemnify, defend, release and hold harmless COUNTY, and each of its boards, commissions, officers, agents, attorneys, and employees, and consultants from and against any and all losses, claims, suits, liabilities, actions, damages, or causes of action, including without limitation attorney's fees and costs and fees of litigation, of every kind, nature and description, directly or indirectly arising from an act or omission of SUBDIVIDER, its employees, agents, or independent contractors arising out of this Agreement in connection with SUBDIVIDER's actions and obligations under this Agreement, whether or not there is concurrent passive or active negligence on the part of COUNTY. SUBDIVIDER agrees that at all times prior to final acceptance by COUNTY, the use of any and all improvements constructed pursuant to this Agreement will be at the sole and exclusive risk of SUBDIVIDER. If for any reason any portion of this Section is held to be void or unenforceable by a court of competent jurisdiction, the remainder shall remain in full force and effect. The provisions of this Section shall survive completion of the Required Improvements and termination of this Agreement.
- L. **Insurance.** With respect to performance of work under this Agreement, SUBDIVIDER shall maintain and shall require all of its contractors, subcontractors, and other agents to maintain insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.
- M. **No Waiver by COUNTY.** COUNTY inspection, approval or acceptance of the required improvements will not relieve SUBDIVIDER of its obligations under agreement and will not stop COUNTY from bringing any action for damages arising from SUBDIVIDER's failure to comply with the terms and conditions of this agreement. COUNTY does not waive any rights provided herein against SUBDIVIDER because of the acceptance by COUNTY, or the deposit with COUNTY by SUBDIVIDER, of any insurance policy described in Section L of this Agreement.
- N. **COUNTY Completion.** If the required improvements or monumenting work are not completed to the satisfaction of COUNTY by the Completion Date or any duly executed extension of the Completion Date, COUNTY, in addition to any other remedy at law or equity, may complete such work with its own forces or by contract and may use the security provided under this agreement

to off-set the costs of such undertaking. In the event of such default by SUBDIVIDER and COUNTY's subsequent undertaking, SUBDIVIDER and any person, firm, partnership, entity, corporation, or association claiming any interest in the Property, and each of them, shall be jointly and severally liable for reimbursing COUNTY for all costs of labor, services and materials incurred in completing the Required Improvements and monumenting, and all costs, expenses and fees incurred in connection with enforcement of this Agreement, including but not limited to attorney's and expert's fees. Such obligation or reimbursement shall not in any way be limited by the amount of the estimates set forth above or by such security as may have been provided to COUNTY in connection with this Agreement.

- O. Building Permits. SUBDIVIDER acknowledges that if construction of the Required Improvements is not completed, COUNTY may, in addition to any other remedy at law or equity or in this Agreement, withhold building and zoning permits until the Required Improvements have been satisfactorily completed. Building and zoning permits include, but are not limited to, certificates of occupancy for any or all lots within the subdivision. SUBDIVIDER agrees to notify COUNTY in the event of sale or transfer of ownership of any part of the Property prior to completion and final approvals of the Required Improvements.
- P. Title Insurance. Upon written request by COUNTY prior to any acceptance of dedication by SUBDIVIDER, on behalf of itself, its successors and assigns, agrees to furnish at no cost to COUNTY a policy or policies of title insurance, with a date not to exceed one month prior to the COUNTY's request, satisfactory to County and insuring the conveyance of clear title free of encumbrances.
- Q. Assignment. This Agreement shall not be assignable by SUBDIVIDER without the written consent of COUNTY.
- R. Intentionally Deleted.
- S. Recording. COUNTY will record this Agreement with the COUNTY Recorder's Office, and the provisions of this Agreement shall bind and inure to the benefit of the PARTIES, their successors and assigns.
- T. Encroachment Permit; Prevailing Wages.
  - 1. For any work done in the public right-of-way, SUBDIVIDER shall obtain an Encroachment Permit from the COUNTY and shall, at its sole cost, furnish the COUNTY with the required certificates of insurance and endorsements for review and approval by COUNTY before the start of any work, and shall maintain insurance throughout the duration of the Agreement.
  - 2. If it is determined that SUBDIVIDER is required to pay prevailing wages for the work performed under this Agreement, SUBDIVIDER shall pay all penalties and wages as required by law.
- U. Notices. Any notice to be given under this Agreement will be given by one of the following methods: (1) next day delivery by a reputable carrier to the offices of SUBDIVIDER and COUNTY indicated below, provided that a receipt for delivery is provided; or (2) first-class mail deposited



in the United States mail with postage prepaid. Notices shall be delivered or addressed to the following addresses:

Notices to COUNTY: Sonoma COUNTY Surveyor's Office  
2550 Ventura Avenue  
Santa Rosa CA 95403

With a copy to: Sonoma COUNTY Counsel  
575 Administration Drive, Room 105A  
Santa Rosa CA 95403

Notices to SUBDIVIDER: 175 Airport Housing, LLC

Notices to SUBDIVIDER 's surety:

Notice given by first class mail shall be deemed delivered forty-eight (48) hours after the date of mailing if mailed as provided in this Part. Any party or a surety may change its address by written notice to the other party. Thereafter notices shall be addressed and transmitted to the new address.

V. Authority. Each person signing this Agreement on behalf of SUBDIVIDER in their capacity as officers of a corporation warrant that they have the right, power, and authority to bind the corporation as anticipated under this Agreement. The undersigned, on behalf of SUBDIVIDER, bind SUBDIVIDER, its partners, successors, executors, administrators, and assigns, with respect to the terms and conditions of this Agreement.

W. Miscellaneous

1. Effective Date. The Effective Date of this Agreement is the date executed by the COUNTY Surveyor.
2. Amendment. This Agreement may be amended only by written instrument executed by both Parties.
3. Construction. This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.
4. Time of the Essence. Time is of the essence with respect to this Agreement and each and every term and condition herein.

5. Governing Law; Venue. This Agreement shall be enforced and interpreted under the laws of the State of California. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the COUNTY of Sonoma, State of California.
6. Non-Waiver. COUNTY's failure to enforce any provision of this Agreement, or its waiver thereof in a particular instance, shall not be construed as a general waiver of any part of such provision.
7. Nondiscrimination. SUBDIVIDER(s), its agents, employees, contractors, and subcontractors shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin in connection with or related to the performance of this Agreement. SUBDIVIDER shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the improvements hereunder.
8. Termination on Reversion to Acreage. Unless specifically extended by written agreement of the PARTIES, this Agreement shall automatically terminate upon a reversion to acreage of the entire subdivision.
9. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.
10. Independent Contractor. In performing under this Agreement, SUBDIVIDER and its employees, agents, and subcontractors shall act at all times as an independent contractor. Nothing contained here shall be construed or applied so as to create the relationship of principal and agent, or of employer and employee, between COUNTY and SUBDIVIDER, its employees, agents, and subcontractors.
11. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
12. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between COUNTY and SUBDIVIDER shall survive the termination of this Agreement.
13. Headings. Section headings in this Agreement are for convenience only and are not intended to be used for interpretation or construction of the terms, covenants, or conditions in this Agreement.
14. Other Special Conditions. SUBDIVIDER shall submit the required Conditions, Covenants, and Restrictions (CC&Rs), private maintenance agreements, and other related documents for COUNTY approval and recordation. The documents enumerated in this

Subsection W.14 must be approved by COUNTY and recorded prior to COUNTY's issuance of a certificate of occupancy or sale of the first unit, whichever comes first.

In witness whereof, SUBDIVIDER and COUNTY have executed this Agreement as of the Effective Date.

**SUBDIVIDER (s):**

175 Airport Housing, LLC managed by Lenox 2, LLC, a  
California Limited Liability Company

By: \_\_\_\_\_  
Daniel Freeman  
Lenox 2, LLC, manager  
Date: \_\_\_\_\_, 2025.

By: \_\_\_\_\_  
James G. Laier, Jr.  
175 Airport Housing, LLC, manager  
Date: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Christopher D. Pellascini  
175 Airport Housing, LLC, manager  
  
Date: \_\_\_\_\_, 2025

Acknowledgements required for these signatories.

**DEPARTMENTAL APPROVALS:**

**COUNTY:**

County of Sonoma, a political subdivision of the State of California

By: \_\_\_\_\_

Date \_\_\_\_\_, 2025

Jonathan R. Olin  
County Surveyor,  
AUTHORITY PER SONOMA COUNTY CODE SECTION 25-67

Approved as to form:

By: \_\_\_\_\_

Date \_\_\_\_\_, 2025

Aldo Mercado  
Deputy County Counsel, County of Sonoma

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

Joshua Miranda  
Permit & Resource Management  
Department (Permit Sonoma)

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

Tennis Wick  
Director of Permit & Resource Management  
Department (Permit Sonoma)



[Insert Current Notary Acknowledgments for Owner signature

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**ORDER NO. : 0147026194.1**

## **EXHIBIT A**

The land referred to is situated in the unincorporated area of the County of Sonoma, State of California, and is described as follows:

### **TRACT ONE:**

PARCEL 1, as shown on Parcel Map No. 1401, recorded October 30, 1969 in the Office of the County Recorder of Sonoma County, California, in Book 138 of Maps at Page 13, Sonoma County Records.

Assessor's Parcel Number (APN): 039-025-028

### **TRACT ONE-A:**

An easement for drainage purposes, together with the right of ingress and egress thereto for the construction and maintenance thereof, over and across the following described parcel of land:

Beginning at the most Southerly corner of Parcel Two, as shown on the Parcel Map filed October 30, 1969, in Book 138 of Maps, Page 13, Sonoma County Records; thence from said point of beginning, North 2° 33' 35" West 260.84 feet to the Northwest corner thereof; thence South 89° 38' 05" East 10.0 feet; thence South 2° 33' 35" East, parallel to the Westerly line of said Parcel Two and 10 feet distant therefrom, to a point on the Southeasterly boundary line thereof; thence South 62° 23' West 10 feet, more or less, to the point of beginning.

### **TRACT TWO:**

#### **Parcel One:**

Being in Section 29, Township 8 North, Range 8 West, M. D. M., and commencing at a point which bears 10.00 chains North and 6.75 chains East from the center of said Section 29; thence from said POINT OF COMMENCEMENT South 89° 49' East 634.74 feet to a point on the Southwesterly line of the right-of-way of the Santa Rosa - Healdsburg State Highway; thence South 45° 21' East along said right-of-way line, 679.95 feet to the POINT OF BEGINNING of the herein described tract; thence South.44° 39' West 387.53 feet; thence North 45° 21' West 306.94 feet; thence North 87° 38' West 117.23 feet; thence South 1° 08' East 890.16 feet to a point in the center of Mark West Creek; thence up the center of said creek North 64° 11' East 20.04 feet; thence South 67° 04' East 383.46 feet; thence leaving the center of said creek North 25° 45' East 979.07 feet to a point on said right-of-way line; thence North 45° 21' West 290.0 feet to the POINT OF BEGINNING.



## Parcel Two:

A tract of land in Section 29, Township 8 North, Range 8 West, M. D. M., and beginning at a point on the East line of said Section 29, distant thereon South 0° 26' East 1629.66 feet from the Northeast corner of the Southeast 1/4 of said Section 29;  
 thence North 57° 19' West 960.96 feet;  
 thence South 81° 11' West 203.94 feet;  
 thence North 52° 49' West 196.46 feet to the POINT OF COMMENCEMENT of the herein described tract;  
 thence North 52° 49' West 215.38 feet;  
 thence North 25° 45' East 979.07 feet to a point on the Southwesterly line of the right-of-way of the Santa Rosa - Healdsburg State Highway;  
 thence South 45° 21' East 184.92 feet;  
 thence on a curve to the left the radius of which is 6535 feet a distance of 38.08 feet;  
 thence South 25° 45' West 950.06 feet to the POINT OF COMMENCEMENT.

## Parcel Three:

A tract of land in Section 29, Township 8 North, Range 8 West, M. D. M., and commencing at a point on the East line of said Section 29, distant South 0° 26' East 1629.66 feet from the Northeast corner of the Southeast 1/4 of said Section 29;  
 thence North 57° 19' West 960.96 feet;  
 thence South 81° 11' West 203.94 feet;  
 thence North 52° 49' West 196.46 feet;  
 thence North 25° 45' East 728.56 feet to an iron pipe monument the TRUE POINT OF BEGINNING of the tract of land to be herein described;  
 thence North 25° 45' East 221.5 feet to an iron pipe monument driven in the Southwesterly line of the right-of-way of the Santa Rosa – Healdsburg State Highway;  
 thence along said Southwesterly line, from a tangent bearing South 45° 41' East on a curve to the left the radius of which is 6535 feet a distance of 30.0 feet to an iron pipe monument;  
 thence leaving said Southwesterly line, South 33° 24' West 213.9 feet to the POINT OF BEGINNING.

## Parcel Four:

COMMENCING at a point in the Easterly line of that certain 23.75 acre tract of land conveyed to the Sonoma County Abstract Bureau by Deed recorded in Book 289, Official Records of Sonoma County at page 221, said point being distant thereon South 44° 22' West, 268.24 feet from the most Easterly corner of said tract;  
 thence along said Easterly line, South 44° 22' West, 119.44 feet and North 45° 58' West, 120.52 feet to a line parallel with and distant Southerly 30.00 feet, measured at right angles, from the center line of the Public Roads Administration's Survey for the Access Road to Santa Rosa Air Ground Support Base;  
 thence along said parallel line, North 89° 37' 30" East, 169.68 feet to the POINT OF COMMENCEMENT.

EXCEPTING from PARCELS ONE and TWO, that portion conveyed to the County of Sonoma, by Deed recorded February 10, 1944, under Recorder's Serial No. B-72614, Sonoma County records.

ALSO EXCEPTING from PARCELS ONE and TWO, that portion conveyed to Thomas D. Minto, et al, by Bert Zuehlsdorff, et ux, by Deed dated December 30, 1963 and recorded January 9, 1964 in Book 2013 of Official Records, Page 899, under Recorder's Serial No. H-71772, Sonoma County records, and more particularly described as follows:

Situated in Section 29, Township 8 North, Range 8 West, M. D. B. & M. and bounded and more particularly described as follows:

COMMENCING at a point on the Southwesterly line of the Redwood Highway No. 101, being the most Northerly corner of the 12.74 acre tract of land conveyed to Bert E. Zuehlsdorff and wife, recorded January 23, 1941 in Book 518 of Official Records, Page 261, under Recorder's Serial No. B-27722, Sonoma County records;

thence running South 44° 39' West along the Northwesterly line of the said lands of Zuehlsdorff, 183.76 feet to the Northerly line of Lone Redwood Road;

thence along said line, North 89° 37' 30" East, 188.34 feet;

thence on a curve to the left, with a radius of 30 feet, through an angle of 135° 15' 30", a distance of 70.82 feet to a point on the Southwesterly line of the Redwood Highway;

thence along said line, North 45° 38' West, 112.82 feet to the POINT OF COMMENCEMENT.

ALSO EXCEPTING THEREFROM that portion granted to the County of Sonoma, a political subdivision of the State of California, in the Deed recorded August 30, 1966, in Book 2228, Page 922, Official Records of Sonoma County.

ALSO EXCEPTING THEREFROM that portion granted to Richard E. Lystra, et al, in the Grant Deed recorded Octobr 3, 1973, in Book 2802, page 347, Official Records of Sonoma County.

Assessor's Parcel Number (APN): 039-025-026

**EXHIBIT B**

DESCRIPTION OF SECURITY REQUIREMENTS For Roberts Creek Subdivision			
IMPROVEMENT		RESPONSIBLE DISCIPLINES	SURETY AMOUNT
1.	Public road, drainage, grading, water, gas.	Public Roads	\$ 949,499.93
2.	Private road drainage, grading, water, storm drains	County Surveyor	\$ 3,747,428.30
3.			
4.			
5.			
	SUBTOTAL		\$ 4,696,928.23
	Other (Monumentation)		\$ 45,000.00
	<b>TOTAL</b>		<b>\$ 4,741,928.23</b>

<b>SECURITY:</b> (SEE EXHIBIT "B")		
[ ] CASH [ ] INSTRUMENT OF CREDIT [ ] BOND [ ] CERTIFICATE OF DEPOSIT		
1.	(A) PERFORMANCE	\$ 4,696,928.23
	(B) PERFORMANCE USING INSTRUMENT OF CREDIT, WITH 20% ADDITIONAL SURETY, PERFORMANCE ONLY	\$ 5,636,313.87
2.	LABOR AND MATERIALS	\$ 2,348,464.11
3.	MAINTENANCE RECEIVED AT THIS TIME: [ ] YES [ ] NO	\$ 469,692.82
4.	MONUMENTATION	\$ 45,000.00

## EXHIBIT C

SUBDIVIDER shall maintain and shall require all of its contractors, subcontractors, and other agents to maintain the insurance specified below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. SUBDIVIDER shall not commence work, nor allow its employees, contractors, subcontractors, or agents to commence work until the required insurance has been submitted and approved by COUNTY. Any requirement for insurance to be maintained after completion of the Required Improvements shall survive this Agreement.

COUNTY reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve SUBDIVIDER from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

### **I. Contractor - Required Insurance**

#### **1. Workers Compensation and Employers Liability Insurance**

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against COUNTY
- d. Required Evidence of Insurance:
  - i. Subrogation waiver endorsement; and
  - ii. Certificate of Insurance.

#### **2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate.  
\$4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If SUBDIVIDER maintains higher limits than the specified minimum limits, COUNTY requires and shall be entitled to coverage for the higher limits maintained by SUBDIVIDER.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by COUNTY. SUBDIVIDER is responsible for any deductible or self-insured retention and shall fund it upon COUNTY's written request, regardless of whether SUBDIVIDER has a claim against the insurance or is named as a party in any action involving the COUNTY.
- d. SUBDIVIDER shall maintain the insurance for the entire period of construction including any warranty period. Completed operations insurance shall be maintained after the end of

the warranty period for one (1) year.

- e. The COUNTY of Sonoma, its officers, employees, agents, successors, and assigns shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of SUBDIVIDER in the construction of the Required Improvements.
- f. The additional insured endorsement for completed operations shall not be restricted to work performed during the current policy period.
- g. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- i. The policy shall not exclude injury or damage caused by, or resulting from, explosion, collapse and/or underground hazards.
- j. The policy shall not contain a Contractors Warranty or other similar language which eliminates or restricts insurance because of the failure of a contractor or subcontractor to have specific insurance or to supply evidence of such insurance.
- k. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, endorsed as additional insureds.
- l. The policy shall cover inter-insured suits between SUBDIVIDER and the additional insureds and shall include a “separation of insureds” or “severability” clause which treats each insured separately.
- m. Required Evidence of Insurance:
  - i. Additional insured endorsement or policy language granting additional insured status;
  - ii. Endorsement or policy language indicating that insurance is primary and non- contributory for the additional insureds;
  - iii. Subrogation waiver endorsement; and
  - iv. Certificate of Insurance.

### **3. Automobile Liability Insurance**

- a. Minimum Limit: \$2,000,000 combined single limit per accident.
- b. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- c. Insurance shall cover all owned, hired and non-owned vehicles.
- d. The COUNTY of Sonoma, its officers, agents, agents, successors, and assigns shall be defined as insureds under the policy or shall be endorsed as additional insureds.
- e. Insurance shall be maintained for the entire term of this Agreement, including any warranty period.
- f. Required Evidence of Insurance:
  - i. Endorsement or policy language documenting insured status as required by 3.d.; and
  - ii. Certificate of Insurance.

#### **4. Contractors Pollution Liability Insurance**

- a.** Minimum Limits: \$2,000,000 per pollution Incident; \$2,000,000 Aggregate.
- b.** The insurance shall cover:
  - i.** bodily injury, sickness, disease, sustained by any person, including death;
  - ii.** property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
  - iii.** cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
  - iv.** loss arising from pollutants including but not limited to fungus, bacteria, asbestos, lead, silica, and contaminated drywall;
  - v.** contractual liability coverage for liability assumed by SUBDIVIDER under a written contract or agreement;
  - vi.** claims arising from owned and non-owned disposal sites utilized in the performance of this Agreement; and
  - vii.** defense costs, including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims.
- c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by COUNTY. SUBDIVIDER is responsible for any deductible or self-insured retention and shall fund it upon COUNTY's written request, regardless of whether SUBDIVIDER has a claim against the insurance or is named as a party in any action involving the COUNTY
- d.** If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work under this Agreement.
- e.** SUBDIVIDER shall maintain the insurance for the entire period of construction including any warranty period. Completed operations insurance shall be maintained after the end of the warranty period for one (1) year.
- f.** If the insurance is on a Claims-Made basis, the continuation coverage may be provided by:
  - (a) renewal of the existing policy;
  - (b) an extended reporting period endorsement; or
  - (c) replacement insurance with a retroactive date no later than the commencement of work under this Agreement.
- g.** The COUNTY of Sonoma, its officers, agents, employees, successors, and assigns shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of SUBDIVIDER under this Agreement.
- h.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- i.** The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- j.** The policy shall cover inter-insured suits between SUBDIVIDER and the additional insureds and include a "separation of insureds" or "severability" clause which treats each insured separately.
- k.** Required Evidence of Insurance:
  - i.** Additional insured endorsement or policy language granting additional insured status;
  - ii.** Endorsement or policy language indicating that insurance is primary and non-contributory.
  - iii.** Subrogation waiver endorsement; and
  - iv.** Certificate of Insurance including an indication of the coverage basis: occurrence or

claims made. If claims-made, the Certificate shall show the policy retroactive date.

**5. Professional Liability/Errors & Omissions Insurance** *(Required if SUBDIVIDER or its employees engage in design or professional activities (architecture, engineering or surveying) which are not subcontracted out).*

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by COUNTY.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work under this Agreement.
- d. Insurance applicable to construction of Required Improvements performed under this Agreement shall be continued for two (2) years after completion of the Required Improvements. Such continuation insurance may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance.

**6. Builders Risk**

- a. "All-Risks" Course of Construction insurance with a limit of no less than 100% of the build-out cost of all phases of the Project.
- b. Insured property shall include (1) Real property in Course of Construction; (2) building materials and supplies intended to be in or on the completed Project located at any portion of the jobsite, in storage, or in transit, (3) fixtures and machinery intended to be in or on the completed Project; (4) scaffolding, cribbing, fencing, forms and temporary trailers, while located at any portion of the jobsite, in storage, or in transit.
- c. Insured perils: All Risks of Direct Physical Damage or Loss except as excluded. The insured perils shall be no less broad than those covered by ISO Causes of Loss – Special ISO Form CP 10 30.
- d. Required Evidence of Insurance: Certificate of Property Insurance (Acord Form 24).

**7. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

**8. Documentation**

- a. The Certificate of Insurance shall include the following reference: SUBDIVISION IMPROVEMENT AGREEMENT, PLP14-0046 Roberts Creek Subdivision.
- b. SUBDIVIDER agrees to maintain current Evidence of Insurance on file with COUNTY for the periods specified above in Sections 1-6. Any requirement to maintain insurance after completion of the Required Improvements, including providing Certificates evidencing required insurance, shall survive this Agreement.

- c. Required Evidence of Insurance shall be submitted to: COUNTY of Sonoma, Sonoma COUNTY Surveyor's Office, 2550 Ventura Avenue, Santa Rosa CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. SUBDIVIDER shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

## **II. SUBDIVIDER's contractor and Subcontractors - Required Insurance**

SUBDIVIDER shall require its contractors, subcontractors, and other agents to maintain the same insurance required to be maintained by SUBDIVIDER with the limits specified below:

- 1. Minimum General Liability Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
- 2. Minimum Automobile Liability Limit: \$1,000,000 combined single limit per accident.
- 3. Minimum Employers Liability Limits: \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- 4. Professional Liability/Errors & Omissions Insurance:  
*(Required for architects, engineers, surveyors, or other licensed professionals engaged by SUBDIVIDER with respect to the Required Improvements)*
  - a. Minimum Limit: \$1,000,000 per claim or per occurrence.
  - b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by COUNTY
  - c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
  - d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
  - e. Required Evidence of Insurance: Certificate of Insurance.



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