

## SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (the “**Amendment**”) is made and entered into as of May 18, 2022 (“**Second Amendment Effective Date**”) by and between the City of Healdsburg, a California municipal corporation (“**City**”) and CCS Healdsburg, LLC, a Delaware limited liability company (“**Comstock**” or “**Developer**”). City and Developer may each be referred to as a “**Party**,” and collectively as the “**Parties**.”

### RECITALS

A. On May 6, 2020, the Parties entered into that certain Development Agreement (“**Development Agreement**”) concerning the development of an approximately 32-acre parcel of land at 16977 Healdsburg Avenue in the City of Healdsburg, defined as the “**Property**” in the Development Agreement, and shown on Exhibit A attached thereto. The Development Agreement was recorded against Property on June 1, 2020 in the Official Records of Sonoma County as Document No. 2020041464.

B. The parties agree to modify the Development Agreement pursuant to Government Code Sections 65867 and 65868, and Healdsburg Municipal Code Section 17.20.060, in order to modify the terms related to the delivery of a new fire substation as provided below.

C. On February 23, 2022, the Planning Commission, after duly noticed public hearing, recommended approval of this Second Amendment.

D. On April 4, 2022, after duly noticed public hearing, the City Council introduced its Ordinance No. 1214 approving this Second Amendment and authorizing its execution and adopted that Ordinance No. 1214 on April 18, 2022. Ordinance No. 1214 became effective on May 18, 2022.

### AGREEMENT

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants contained herein, Parties consent to this Second Amendment as follows:

1. Defined Terms. All capitalized terms used herein shall have the meanings given in the Development Agreement, except as expressly otherwise defined herein.

2. Enumeration of Specific Deletions and Amendments. The Development Agreement is hereby revised to incorporate the following amendments.

(a) Replace and restate Section 5.6 in its entirety as follows:

5.6(a) The Montage Healdsburg Development Agreement includes approximately 0.85 acres located within the boundaries of the Saggio Hills Area Plan that is required to be used for the development of a Healdsburg Fire

Department substation (“**Fire Substation**”) which site has been or will be conveyed to the City (the “**Fire Substation Site**”).

5.6(b) Developer will prepare construction drawings (the “**Fire Substation Construction Plans**”) for an approximately 4,162 square-foot Fire Substation on the Fire Substation Site, and shall submit the Fire Substation Construction Plans to the City for review and approval in accordance with the City's plan check process. Plans shall be revised, as necessary, until such time as the City has determined that the Fire Substation Construction Plans are ready for issuance of construction permits, such that it would be possible to obtain a building permit for the Fire Substation, but without Developer actually obtaining any building permits for the Fire Substation (“**Developer Fire Substation Design Completion**”). The Fire Substation Construction Plans shall be substantially consistent with the conceptual plans approved by the Planning Commission on April 24, 2018 (Design Review DR 2018-02), as amended by the Design Review Amendment approved by the Planning Commission on August 24, 2021 (Design Review DR 2021-11). Subject to the Developer Fire Substation Fire Substation Contribution limit as set forth below with respect to such costs and expenses, the Developer shall pay any and all amounts due with respect to design work for the Fire Substation Construction Plans, as contemplated by this Section 5.6 as and when they become due and payable.

5.6(c) The City shall cause the Fire Substation Construction Plans to be reviewed by City promptly, and provide comments and responses to the submittals made by Developer within 30 days after the City’s receipt of each submittal of a plan set by Developer. Upon any disapproval by the City of the Fire Substation Construction Plans, the Developer shall cause the architect selected by Developer to revise the Fire Substation Construction Plans and then submit the revised plans to the City for review and approval or disapproval until Developer Fire Substation Design Completion is obtained.

5.6(d) Developer shall complete the Fire Substation Construction Plans work as described above at its sole cost and expense (“**Developer’s Fire Substation Costs**”); provided, however, that Developer’s total out-of-pocket cost shall not exceed Two Million Seventy-Six Thousand Dollars (\$2,076,000) (“**Developer Fire Substation Contribution**”). On April 1, 2022 or as soon thereafter as the Index is available, the Developer Fire Substation Contribution shall be increased by a percentage equal to the percent increase of the Consumer Price Index for All Urban Consumers (CPI-U San Francisco-Oakland-Hayward) (the “**Index**”), or an equivalent index if the Index is no longer available, calculated from April of the previous year to April of the current year. If the Index shows a decrease for the year, the Developer Fire Substation Contribution will not change.

5.6(e) As of December 31, 2021, the Developer has paid Two Hundred Twenty Two Thousand Ninety Nine Dollars and Eighty-Two Cents (\$222,099.82) in out-of-pocket costs for the preparation of the Fire Substation Completion Plans, which costs are a portion of Developer Fire Substation Contribution.

Notwithstanding that Developer shall pay directly the additional Developer Fire Substation Costs incurred to the extent of the Developer Fire Substation Contribution as described immediately above. Within 60 days of satisfaction of the Developer Fire Substation Design Completion, Developer shall provide invoices and other evidence satisfactory to City to demonstrate the amount of Developer's Fire Substation Costs that have been incurred and that such work has been paid for by Developer, including bills, invoices, lien waivers and other supporting documentation submitted by the design professionals selected by Developer to complete the Fire Substation Construction Plans. Developer shall indemnify the City against any claims for payment of work to prepare the Fire Substation Construction Plans within the limit of the Developer Fire Substation Contribution by the design professionals selected by Developer and performed prior to the Developer Fire Substation Design Completion.

5.6(f) The City shall review and approve or disapprove the amount of the Developer's Fire Substation Costs already paid by Developer as set forth in the submission by Developer within 30 days following the City's receipt thereof, provided that such request includes the documentation described above in form and content satisfactory to City. Any failure by the City to give such a notice of approval or disapproval within 30-day period shall be deemed approval. Any disapproval shall include a statement setting forth the particular basis for the City's disapproval in reasonable detail.

5.6(g) Developer shall assign to City all contracts, plans, warranties, and other intangible property rights obtained with respect to the Fire Substation Plans (the "**Fire Substation Work Product**") and pay the City the balance of the Developer Fire Substation Contribution to the City within 30 days of City giving notice of approval of the Developer's Fire Substation Costs.

5.6(h) Notwithstanding anything to the contrary contained in this Agreement, if the Developer Fire Substation Design Completion has not occurred on or before the first to occur of December 31, 2022 or the date of issuance of the first certificate of occupancy by the City with respect to the Project, notwithstanding that Developer has submitted three sets of Fire Substation Plan sets to the City and responded to the City comments with revisions to each prior set of City comments, which have resulted in City approval as of the date set forth immediately above, then Developer may submit a final set of Fire Substation Construction Plans to City, together with notice to City that such plan set is the final plan set to be submitted to City pursuant to the requirements of this Agreement, and thereafter Developer shall assign to City all Fire Substation Work Product as of such date, and upon such assignment Developer shall be deemed to have satisfied all of its obligations under the provisions of the Development Agreement related to the Fire Substation, except for the accounting for costs already incurred and payment of the remaining balance of the Developer Fire Substation Contribution,

as provided in Sections 5.6(e) through (g) above, which shall be completed as provided in those sections.

5.6(i) At Developer's sole option, for a period not to exceed ten (10) years after the issuance of a certificate of occupancy for the hotel, Developer may collect the Hotel Community Benefit Fee described in Section 5.9 of this Agreement and keep the proceeds to offset a portion of the Fire Substation costs.

(b) Exhibit D of the Agreement is hereby deleted in its entirety.

3. Interpretation. This Agreement shall be interpreted to give each of the provisions their plain and fair meaning. The Recitals set forth above are incorporated into this Agreement. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since all have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its plain and fair meaning as a whole, as if all Parties had prepared it.

4. Integration. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the Parties.

5. Inconsistencies. The Development Agreement shall be construed as having been modified by this Second Amendment. Except as expressly modified by this Second Amendment. The Development Agreement remains in full force and effect. In the case of conflict between the provisions hereof and the terms of the Development Agreement, the provisions of this Second Amendment shall control.

6. Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held by a court of competent jurisdiction, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law unless the rights and obligations of the Parties have been materially altered or abridged thereby.

7. Counterparts. This Agreement may be signed in counterparts by the Parties hereto and shall be the binding agreement of the Parties upon execution by each of them of one or more copies hereof.

8. Recording of Memorandum. Approximately concurrent with the Second Amendment Effective Date, the Parties shall execute, acknowledge and record a Memorandum of Agreement in the official records of Sonoma County.

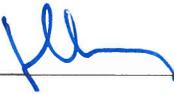
9. Authority. Each of the persons signing this Agreement hereby represents and warrants that he or she is fully authorized to sign this Agreement on behalf of the Party for which he or she is signing.

*[signature page follows]*

IN WITNESS WHEREOF, this Amendment has been executed as of the date first written above.

**CITY**

**City of Healdsburg**, a California municipal corporation

By:  \_\_\_\_\_  
Jeff Kay  
City Manager

APPROVED AS TO FORM:

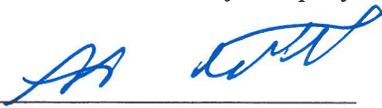
  
By: \_\_\_\_\_  
Samantha Zutler, Esq. City Attorney

ATTEST:

  
By: \_\_\_\_\_  
Raina Allan, City Clerk

**DEVELOPER**

**CCS Healdsburg, LLC**, a  
Delaware limited liability company

By:  \_\_\_\_\_  
Robert Comstock  
Title: \_\_\_\_\_

**Exhibit A**

RECORDING REQUESTED BY|

**Comstock Healdsburg, LLC**

**AND WHEN RECORDED MAIL TO**

COMSTOCK HEALDSBURG, LLC  
2301 Rosecrans Avenue, Suite 1150  
El Segundo, CA 90245

**2019016300**

Official Records Of Sonoma County  
Deva Marie Proto



03/07/2019 11:16 AM  
Fee: \$ 127.00 7 Pages

**CONFORMED COPY**  
Not Compared with Original

A.P.N.: 091-060-009-000, 091-060-019-000, 091-060-022-000, 091-060-025-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

**AFNF**

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$0.00 City Transfer Tax: \$0.00

( ) Unincorporated Area ( X ) City of Healdsburg

R&T 11911 - Conveyance Confirms title to the grantee who continues to hold the same proportionate interest

( X ) computed on full value of property conveyed, or

( ) computed on full value less value of liens and encumbrances remaining at time of sale.

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **COMSTOCK HEALDSBURG, LLC**, a Delaware limited liability company

Hereby GRANT(S) to **COMSTOCK HEALDSBURG, LLC**, a Delaware limited liability company

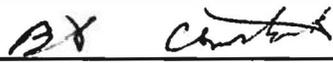
The land described herein is situated in the State of California, County of Sonoma, City of Healdsburg, described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

Dated: January 17, 2019

COMSTOCK HEALDSBURG, LLC, a Delaware limited liability company

By: Comstock Crosser & Associates Development Company, Inc., Manager

  
By: Bob Comstock

**MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE**  
**SAME AS ABOVE**

Name Street Address City & State

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.

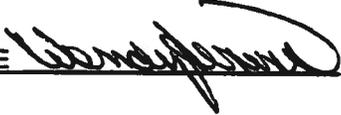
State of California )  
County of SONOMA ) ss.

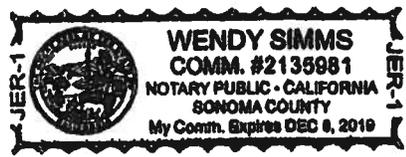
On MARCH 4th 2019 before me,  
Wendy Simms

Notary Public personally appeared Bob Constock

\_\_\_\_\_ 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 



**Exhibit 'A'**  
**Lot Line Adjustment**  
**Resultant Parcel Legal Descriptions**

**Resultant Parcel One**

Lying within the State of California, County of Sonoma, City of Healdsburg and being all of Parcel One and a portion of Parcel Three of the lands of Comstock Healdsburg, LLC, a Delaware limited liability company described by deed recorded March 20, 2017 under Document Number 2017-021315, Sonoma County Records being shown on that certain Record of Survey, filed June 20, 2017 in Book 796 of Maps, at pages 24-25, Sonoma County Records, being more particularly described as follows:

Commencing at the northeast corner of Parcel Two of said lands as shown on said Record of Survey, being a point on the westerly Right of Way of North Coast Railroad Authority, marked by a 1/2" iron pipe tagged PLS 7590; thence along the easterly line of said Parcel Two and said Right of Way, southwesterly on a curve to the right from a tangent that bears South 2°58'27" East, having a radius of 1,106.00, through a central angle of 21°59'54", an arc distance of 424.64 feet to the southeast corner of said Parcel Two; thence continuing southwesterly on said 1,106.00 radius curve; through a central angle of 10°01'12", an arc distance of 193.42 feet; thence leaving said easterly line and said Right of Way North 76°18'25" West, 361.56 feet to the POINT OF BEGINNING; thence South 13°41'35" West, 479.42 feet; thence southeasterly on a curve to the left, having a radius of 100.00 feet through a central angle of 57°02'26", an arc distance of 99.55 feet; thence South 43°20'51" East, 28.50 feet to the Right of Way line of said North Coast Railroad Authority; thence along said Right of Way, South 43°43'50" West, 388.30 feet; thence southwesterly on a curve to the left, having a radius of 11,499.16 feet through a central angle of 00°09'00", an arc distance of 30.10 feet; thence southwesterly on a curve to the left, having a radius of 5,769.60 feet, through a central angle of 00°18'00", an arc distance of 30.21 feet; thence southwesterly on a curve to the left, having a radius of 3,859.75 feet, through a central angle of 00°27'00", an arc distance of 30.31 feet; thence southwesterly on a curve to the left, having a radius of 2,904.83 feet, through a central angle of 00°36'00", an arc distance of 30.42 feet; thence southwesterly on a curve to the left, having a radius of 2,331.88 feet, through a central angle of 6°26'57", an arc distance of 262.47 feet to a 1/2" iron pipe tagged PLS 7590 marking the intersection of the southerly line of said Parcel Three with the westerly line of the Lands of North Coast Railroad Authority, as shown on said Record of Survey; thence along the southerly line of said Parcel Three, North 89°06'05" West, 139.96 feet to the southeast corner of said Parcel One; thence along the southerly line of said Parcel One, North 89°06'05" West, 214.69 feet to the intersection of the said southerly line of Parcel One and the easterly Right of Way of US Highway 101, from which a 3/4" Iron Pipe, not tagged, bears North 89°06'05" West, 0.46 feet as shown on said Record of Survey; thence along the easterly Right of Way line of said US Highway 101, North 16°15'39" East, 621.46 feet to the most westerly corner of said Parcel Three; thence continuing along said Right of Way, North 16°15'39" East, 715.93 feet to a point which bears North 76°18'25" West from the POINT OF BEGINNING; thence leaving said Right of Way, South 76°18'25" East, 582.51 feet to the POINT OF BEGINNING.

Q:\2002\2002005.80\Survey\Supporting Docs\Legal Descriptions\LLA\FINAL\0200580-LD LLA ParcelS 1-3

Exhibit 'A'  
Lot Line Adjustment  
Resultant Parcel Legal Descriptions

Being all of APN 091-060-022 and a portion of APN 091-060-019

Containing 16.07 Acres, more or less.

Resultant Parcel Two

Lying within the State of California, County of Sonoma, City of Healdsburg and being all of Parcel Two and a portion of Parcel Three of the lands of Comstock Healdsburg, LLC, a Delaware limited liability company described by deed recorded March 20, 2017 under Document Number 2017-021315, Sonoma County Records being shown on that certain Record of Survey, filed June 20, 2017 in Book 796 of Maps, at pages 24-25, Sonoma County Records, being more particularly described as follows:

Beginning at the northeast corner of said Parcel Two as shown on said Record of Survey, being a point on the westerly Right of Way of North Coast Railroad Authority, marked by a 1/2" iron pipe tagged PLS 7590; thence along the easterly line of said Parcel Two and said Right of Way, southwesterly on a curve to the right from a tangent that bears South 2°58'27" East, having a radius of 1,106.00, through a central angle of 21°59'54", an arc distance of 424.64 feet to the southeast corner of said Parcel Two; thence continuing southwesterly on said 1,106.00 radius curve; through a central angle of 10°01'12", an arc distance of 193.42 feet; thence leaving said easterly line and said Right of Way North 76°18'25" West, 944.06 feet to the easterly Right of Way line of US Highway 101; thence along said Right of Way, North 16°15'39" East, 123.60 feet to the southwest corner of said Parcel Two; thence continuing along said Right of Way North 16°15'39" East, 259.49 feet to the northwest corner of said Parcel Two; thence along the northerly line of said Parcel Two, North 89°48'46" East, 947.56 feet to the Point of Beginning.

Being all of APN 091-060-009 and a portion of APN 091-060-019

Containing 11.01 Acres, more or less.

Resultant Parcel Three

Lying within the State of California, County of Sonoma, City of Healdsburg and being a portion of Parcel Three of the lands of Comstock Healdsburg, LLC, a Delaware limited liability company described by deed recorded March 20, 2017 under Document Number 2017-021315, Sonoma County Records, being shown on that certain Record of Survey, filed June 20, 2017 in Book 796 of Maps, at pages 24-25, Sonoma County Records, being more particularly described as follows:

Commencing at the northeast corner of Parcel Two of said lands as shown on said Record of Survey, being a point on the westerly Right of Way of North Coast Railroad Authority, marked by a 1/2" iron pipe tagged PLS 7590; thence along the easterly line of said Parcel Two and said

Exhibit 'A'  
Lot Line Adjustment  
Resultant Parcel Legal Descriptions

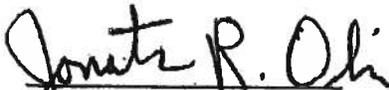
Right of Way, southwesterly on a curve to the right from a tangent that bears South 2°58'27" East, having a radius of 1,106.00, through a central angle of 21°59'54", an arc distance of 424.64 feet to the southeast corner of said Parcel Two; thence continuing southwesterly on said 1,106.00 radius curve; through a central angle of 10°01'12", an arc distance of 193.42 feet to the POINT OF BEGINNING; thence continuing along said Right of Way, southwesterly on a curve to the right having a radius of 1,106.00, through a central angle of 11°41'10", an arc distance of 225.58 feet; thence southwesterly on a curve to the right, having a radius of 1,392.46 feet through a central angle of 01°12'00", an arc distance of 29.16 feet; thence southwesterly on a curve to the right, having a radius of 1,869.91 feet, through a central angle of 00°54'00", an arc distance of 29.37 feet; thence southwesterly on a curve to the right, having a radius of 2,824.83 feet, through a central angle of 00°36'00", an arc distance of 29.58 feet; thence southwesterly on a curve to the right, having a radius of 5,689.59, through a central angle of 00°18'00", an arc distance of 29.79 feet; thence South 43°43'50" West, 306.90 feet; thence leaving said Right of Way North 43°20'51" West, 28.50 feet; thence northerly on a curve to the right having a radius of 100.00 feet, through a central angle of 57°02'26", an arc distance of 99.55 feet ; thence North 13°41'35" East, 479.42 feet to a point which bears North 76°18'25" West from the POINT OF BEGINNING; thence South 76°18'25" East, 361.56 feet to the POINT OF BEGINNING

Being a portion of APN 091-060-019

Containing 3.01 Acres, more or less.

See Exhibit 'B' for graphic depiction.

This description prepared by Carlile • Macy.

  
Jonathan R. Olin  
RTS 7590



Date 1/17/19

END OF DESCRIPTION

**LEGEND**

P.O.B. POINT OF BEGINNING  
 P.O.C. POINT OF COMMENCEMENT  
 ● 1/2" IRON PIPE PLS 7590  
 PER 796 MAPS 24-25  
 UNLESS OTHERWISE NOTED

LYTTON RANCHERIA OF CALIFORNIA  
 DN 2017-007920  
 APN 091-060-010  
 P.O.B. RESULTANT PARCEL TWO  
 P.O.C. ADJUSTED PARCELS  
 ONE & THREE

**NOTE:**

THIS EXHIBIT IS FOR GRAPHIC  
 PURPOSES ONLY. ANY  
 ERRORS OR OMISSIONS SHALL  
 NOT AFFECT THE DEED  
 DESCRIPTION.

COMSTOCK HEALDSBURG, LLC  
 D.N. 2017-021315  
 PARCEL TWO  
 APN 091-060-009

SAGGIO HILLS  
 BOOK 785  
 MAPS,  
 PG'S 31-40  
 PARCEL 2

US HIGHWAY 101  
 COMSTOCK HEALDSBURG, LLC  
 D.N. 2017-021315  
 PARCEL THREE  
 APN 091-060-019

PARCEL 1

P.O.B. RESULTANT  
 PARCEL THREE

RECORD OF SURVEY  
 796 MAPS, 24-25

P.O.B. RESULTANT  
 PARCEL ONE

RESULTANT  
 PARCEL ONE

COMSTOCK HEALDSBURG, LLC  
 D.N. 2017-021315  
 PARCEL FOUR  
 APN 091-060-025

COMSTOCK HEALDSBURG, LLC  
 D.N. 2017-021315  
 PARCEL ONE  
 APN 091-060-022

SAGGIO HILLS  
 BOOK 795 MAPS,  
 PG'S 31-40  
 PARCEL 8

EXISTING LOT LINE  
 TO BE EXTINGUISHED

HEADSBURG

CITY OF  
 HEALDSBURG  
 DN 1997-089902

Curve Table			
Curve #	Radius	Delta	Length
C1	11499.16	0°09'00"	30.10
C2	5769.60	0°18'00"	30.21
C3	3859.75	0°27'00"	30.31
C4	2904.83	0°36'00"	30.42
C5	1392.46	1°12'00"	29.16
C6	1869.91	0°54'00"	29.37
C7	2824.83	0°36'00"	29.58
C8	5689.59	0°18'00"	29.79

PARCEL	CURRENT APN	AREA BEFORE I.L.A.	RESULTANT PARCEL AREA
ONE:	APN 091-060-022	1.48 AC	ONE: 16.07 AC
TWO:	APN 091-060-009	7.56 AC	TWO: 11.01 AC
THREE:	APN 091-060-019	21.05 AC	THREE: 3.01 AC

**EXHIBIT 'B'**  
 LOT LINE ADJUSTMENT  
 PARCELS ONE, TWO AND THREE  
 LANDS OF

**COMSTOCK HEALDSBURG, LLC**  
 HEALDSBURG, CALIFORNIA

CARLILE • MACY



1" = 300'

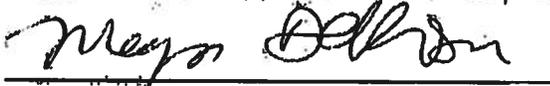
CIVIL ENGINEERS • URBAN PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

15 THIRD STREET, SANTA ROSA, CA 95401  
 TEL (707) 542-6451 FAX (707) 542-5212

NOVEMBER 2018  
 SHEET 1 OF 1

PROJECT No. 2002003.B0

The purpose of this conveyance is to combine a portion of the lands of the grantor, said lands being all of APN 091-060-022, with the lands of the grantee, said lands being a portion of APN 091-060-015, and also to combine a portion of the lands of the grantor, said lands being all of APN 091-060-009, with the lands of the grantee, said lands being a portion of APN 091-060-019, pursuant to LLA 2018-05 approved and on file with the City of Healdsburg in accordance with Section 66412(d) of the Subdivision Map Act.

  
\_\_\_\_\_

Date: 2/13/19

Maya DeRosa, Planning Director  
City of Healdsburg

**Exhibit 'A'  
Lot Line Adjustment  
Resultant Parcel Legal Descriptions**

**Resultant Parcel 'A'**

Lying within the State of California, County of Sonoma, City of Healdsburg and being a portion of Parcel Two of the lands of CCS Healdsburg, LLC, a Delaware limited liability company as described by deed recorded November 1, 2019 under Document Number 2019-080083, Sonoma County Records, being more particularly described as follows:

Beginning at the northeast corner of Parcel Two as described in said deed, Document Number 2019-080083, also being a point on the westerly Right of Way of North Coast Railroad Authority, marked by a 1/2" iron pipe tagged PLS 7590; thence along the easterly line of said Parcel Two and said Right of Way, southwesterly on a curve to the right from a tangent that bears South 2°58'27" East, having a radius of 1,106.00, through a central angle of 32°01'07", an arc distance of 618.07 feet to the southeast corner of said Parcel Two; thence leaving said easterly line and said Right of Way, along the southerly line of said Parcel Two, North 76°18'25" West, 621.13 feet; thence leaving said southerly line, North 13°41'35" East, 194.10 feet; thence North 12°28'47" West, 56.68 feet; thence North 13°41'35" East, 207.11 feet to the northerly line of said Parcel Two; thence along the northerly line of said Parcel Two, North 89°48'46" East, 658.35 feet to the Point of Beginning.

Being a portion of APN 091-060-038

Containing 8.12 Acres, more or less.

See Exhibit 'B' for graphic depiction.

**Resultant Parcel 'B'**

Lying within the State of California, County of Sonoma, City of Healdsburg and being a portion of Parcel Two of the lands of CCS Healdsburg, LLC, a Delaware limited liability company as described by deed recorded November 1, 2019 under Document Number 2019-080083, Sonoma County Records, being more particularly described as follows:

Commencing at the northeast corner of Parcel Two as described in said deed, Document Number 2019-080083, Sonoma County Records, also being a point on the westerly Right of Way of North Coast Railroad Authority, marked by a 1/2" iron pipe tagged PLS 7590; thence along the easterly line of said Parcel Two and said Right of Way, southwesterly on a curve to the right from a tangent that bears South 2°58'27" East, having a radius of 1,106.00, through a central angle of 32°01'07", an arc distance of 618.07 feet to the southeast corner of said Parcel Two; thence leaving said easterly line and said Right of Way North 76°18'25" West, 621.13 feet to True POINT OF BEGINNING; thence North 76°18'25" West, 322.93 feet to the easterly Right of Way line of US Highway 101; thence along said Right of Way, North 16°15'39" East, 383.08 feet to the northwest corner of said Parcel Two; thence along the northerly line of said Parcel Two, North 89°48'46" East, 289.22 feet; thence leaving said northerly line South 13°41'35" West, 207.11 feet; thence South 12°28'47" East, 56.68 feet; thence South 13°41'35" West, 194.10 feet to the Point of Beginning.

Being a portion of APN 091-060-038

Exhibit 'A'  
Lot Line Adjustment  
Resultant Parcel Legal Descriptions

Containing 2.89 Acres, more or less.

See Exhibit 'B' for graphic depiction.

Resultant Parcel 'C'

Portion One

Lying within the State of California, County of Sonoma, City of Healdsburg and being all of Parcel Four of the lands of CCS Healdsburg, LLC, a Delaware limited liability company, as described by deed recorded November 1, 2019 under Document Number 2019-080083, Sonoma County Records, being shown on that certain Record of Survey, filed June 20, 2017 in Book 796 of Maps, at pages 24-25, Sonoma County Records, being more particularly described as follows:

Beginning at a 6" x 6" concrete monument marking the westerly right of way of Healdsburg Avenue from which a 6" x 6" concrete monument bears South 44°35'47" East, 60.00 feet as shown on said Record of Survey; thence along said westerly right of way South 45°26'04" West, 1188.34 feet to the beginning of a non-tangent curve to the left having a radius of 530.00 feet, to which point a radial line bears North 44°36'43" West; thence along said curve and said right of way, through a central angle of 23°41'14", an arc distance of 219.11 feet; thence leaving said westerly right of way, North 89°06'05" West, 24.99 feet to a point on the easterly line of the lands of North Coast Railroad Authority as shown on said Record of Survey; thence northeasterly along said easterly line, on a curve to the right from a tangent that bears North 31°08'30" East, having a radius of 2251.88 feet, through a central angle of 4°31'26", an arc distance of 177.80 feet to a 1/2" iron pipe, PLS 7590 marking the beginning of a non-tangent curve to the right having a radius of 2251.88 feet, to which point a radial line bears North 54°12'46" West; thence along said curve, continuing along said easterly line, through a central angle of 6°26'36", an arc distance of 253.24 feet to a 1/2" iron pipe, PLS 7590; thence continuing along said easterly line, on a curve to the right, having a radius of 2824.83 feet, through a central angle of 00°36'00", an arc distance of 29.58 feet; thence continuing along said easterly line, on a curve to the right, having a radius of 3779.75 feet, through a central angle of 0°27'00", an arc distance of 29.69 feet; thence continuing along said easterly line, on a curve to the right, having a radius of 5689.60 feet, through a central angle of 0°18'00", an arc distance of 29.79 feet; thence continuing along said easterly line, on a curve to the right, having a radius of 11419.16 feet, through a central angle of 0°09'00", an arc distance of 29.90 feet to a 1/2" iron pipe PLS 7590; thence continuing along said easterly line North 43°43'50" East, 695.20 feet to a 1/2" iron pipe PLS 7590; thence continuing along said easterly line, on a curve to the left, having a radius of 5769.59 feet, through a central angle of 0°18'00", an arc distance of 30.21 feet; thence continuing along said easterly line, on a curve to the left, having a radius of 2904.83 feet, through a central angle of 0°36'00", an arc distance of 30.42 feet; thence continuing along said easterly line on a curve to the left, having a radius of 1949.91 feet, through a central angle of 0°54'00", an arc distance of 30.63 feet; thence continuing along said easterly line on a curve to the left, having a radius of 1472.46 feet, through a central angle of 1°12'00", an arc distance of 30.84 feet to a 1/2" iron pipe, PLS 7590; thence continuing along said easterly line, on a curve to the left, having a radius of 1186.00 feet, through a central angle of 29°27'54", an arc distance of 609.92 feet to a 1/2" iron pipe, PLS 7590; thence leaving said easterly line South 81°03'25" East, 5.59 feet to a 1/2" iron pipe, PLS 7579

**Exhibit 'A'**  
**Lot Line Adjustment**  
**Resultant Parcel Legal Descriptions**

marking the westerly right of way line of Healdsburg Avenue, as shown on said Record of Survey; thence southerly along said westerly right of way, South 8°56'04" West, 292.22 feet to a ½" iron pipe PLS 7590; thence continuing along said westerly right of way, on a curve to the right, having a radius of 470.00 feet, through a central angle of 36°30'00", an arc distance of 299.41 feet to the Point of Beginning.

Together with:

**Portion Two**

Lying within the State of California, County of Sonoma, City of Healdsburg and being all of Parcel Three of the lands of CCS Healdsburg, LLC, a Delaware limited liability company as described by deed recorded November 1, 2019 under Document Number 2019-080083, Sonoma County Records, being more particularly described as follows:

Beginning at the most easterly corner of said Parcel Three, being a point on the westerly line of the lands of North Coast Railroad Authority; thence along said westerly line, southwesterly on a curve to the right having from a tangent that bears South 29°02'39" West, having a radius of 1,106.00 feet, through a central angle of 11°41'10", an arc distance of 225.58 feet; thence continuing along said westerly line on a curve to the right, having a radius of 1,392.46 feet through a central angle of 01°12'00", an arc distance of 29.16 feet; thence continuing along said westerly line on a curve to the right, having a radius of 1,869.91 feet, through a central angle of 00°54'00", an arc distance of 29.37 feet; thence continuing along said westerly line on a curve to the right, having a radius of 2,824.83 feet, through a central angle of 00°36'00", an arc distance of 29.58 feet; thence continuing along said westerly line on a curve to the right, having a radius of 5,689.59, through a central angle of 00°18'00", an arc distance of 29.79 feet; thence continuing along said westerly line South 43°43'50" West, 306.90 feet; thence leaving said westerly line North 43°20'51" West, 28.50 feet to the beginning of a curve to the right having a radius of 100.00 feet, thence along said curve through a central angle of 57°02'26", an arc distance of 99.55 feet ; thence North 13°41'35" East, 479.42 feet to a point which bears North 76°18'25" West from the POINT OF BEGINNING; thence South 76°18'25" East, 361.56 feet to the POINT OF BEGINNING

Being all of APN 091-060-025 and all of said Parcel Three, APN, 091-060-039.

Containing 5.10 Acres, more or less.

See Exhibit 'B-1' for graphic depiction.

This description prepared by Carlile • Macy.

\_\_\_\_\_  
Jonathan R. Olin  
PLS 7590

\_\_\_\_\_  
Date

**END OF DESCRIPTION**

Page 3 of 3

**LEGEND**

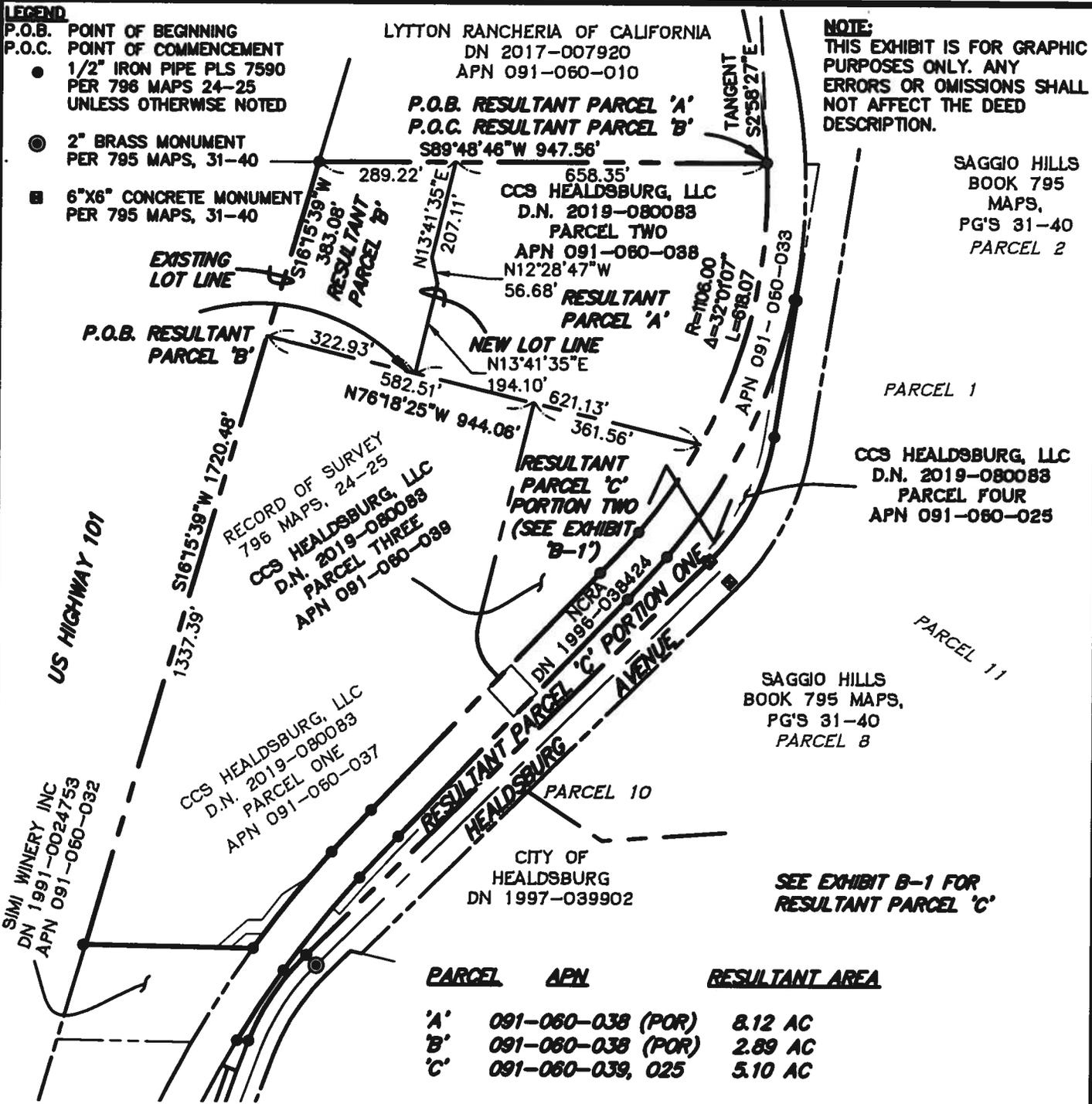
P.O.B. POINT OF BEGINNING  
 P.O.C. POINT OF COMMENCEMENT  
 ● 1/2" IRON PIPE PLS 7590  
 PER 796 MAPS 24-25  
 UNLESS OTHERWISE NOTED

● 2" BRASS MONUMENT  
 PER 795 MAPS, 31-40

■ 6"X6" CONCRETE MONUMENT  
 PER 795 MAPS, 31-40

LYTTON RANCHERIA OF CALIFORNIA  
 DN 2017-007920  
 APN 091-060-010

**NOTE:**  
 THIS EXHIBIT IS FOR GRAPHIC  
 PURPOSES ONLY. ANY  
 ERRORS OR OMISSIONS SHALL  
 NOT AFFECT THE DEED  
 DESCRIPTION.



SAGGIO HILLS  
 BOOK 795  
 MAPS,  
 PG'S 31-40  
 PARCEL 2

PARCEL 1

CCS HEALDSBURG, LLC  
 D.N. 2019-080083  
 PARCEL FOUR  
 APN 091-060-025

PARCEL 11

SAGGIO HILLS  
 BOOK 795 MAPS,  
 PG'S 31-40  
 PARCEL 8

SEE EXHIBIT B-1 FOR  
 RESULTANT PARCEL 'C'

PARCEL	APN	RESULTANT AREA
'A'	091-060-038 (POR)	8.12 AC
'B'	091-060-038 (POR)	2.89 AC
'C'	091-060-039, 025	5.10 AC

**EXHIBIT 'B'**  
**LOT LINE ADJUSTMENT**  
**PARCELS TWO, THREE AND FOUR**  
**DN 2019-080083**

**LANDS OF**  
**CCS HEALDSBURG, LLC**  
 HEALDSBURG, CALIFORNIA

CARLILE • MACY

CIVIL ENGINEERS • URBAN PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

15 THIRD STREET, SANTA ROSA, CA 95401  
 TEL (707) 542-6451 FAX (707) 542-5212

SHEET 1 OF 2



1" = 300'

PROJECT No. 2002008.B0

AutoCAD file name: 02005-LA-CMU\_B.mxd | [ref file: 0200550-BNDY\_0200550-HG\_97004-ALTA 2018 BNDY]

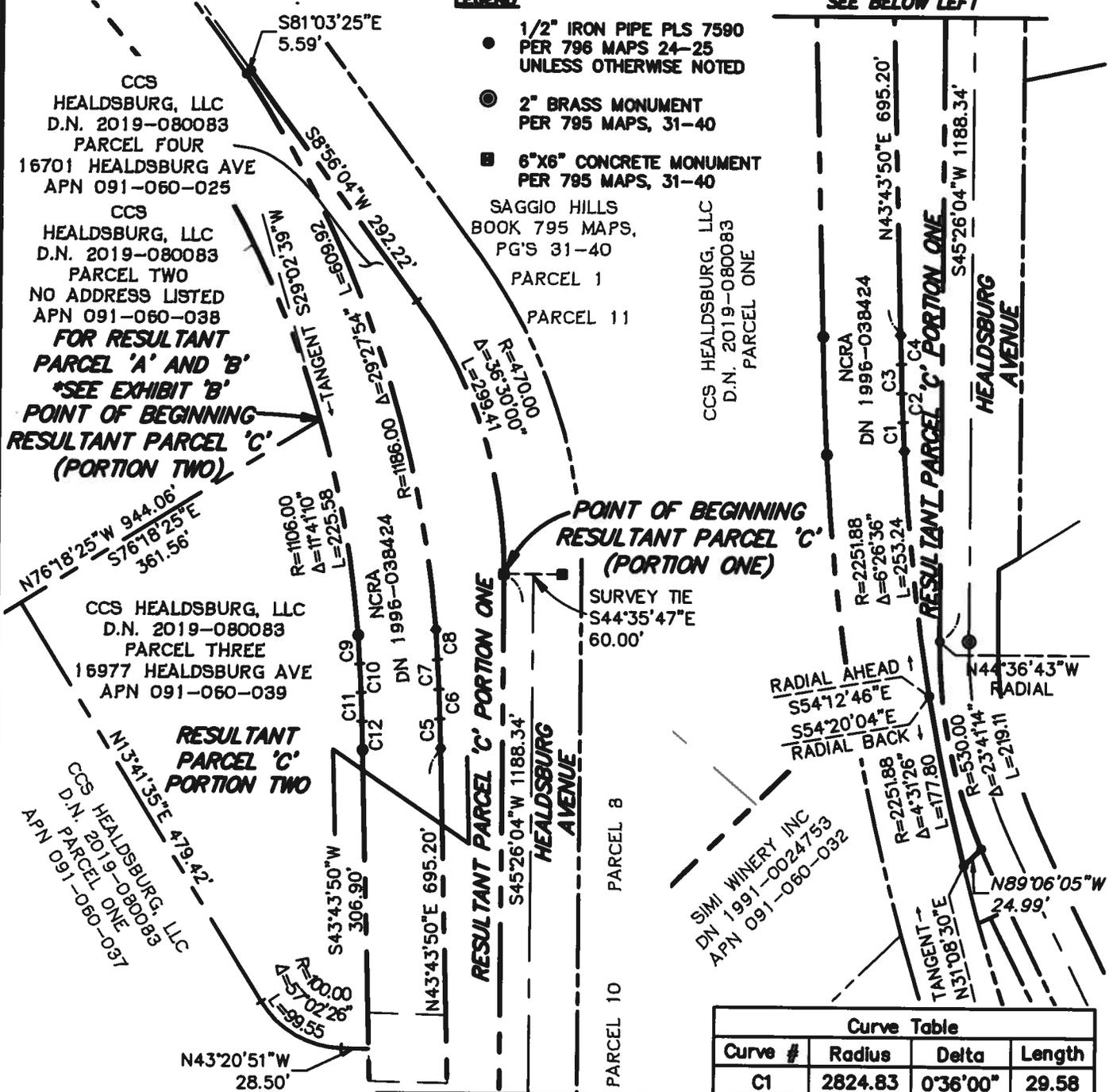
**LEGEND**

- 1/2" IRON PIPE PLS 7590 PER 796 MAPS 24-25 UNLESS OTHERWISE NOTED
- ⊙ 2" BRASS MONUMENT PER 795 MAPS, 31-40
- 6"X6" CONCRETE MONUMENT PER 795 MAPS, 31-40

SAGGIO HILLS  
BOOK 795 MAPS,  
PG'S 31-40  
PARCEL 1  
PARCEL 11

CCS HEALDSBURG, LLC  
D.N. 2019-080083  
PARCEL ONE

SEE BELOW LEFT



**NOTE:**  
THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE DEED DESCRIPTION.

**EXHIBIT 'B-1'**  
**CCS**  
**HEALDSBURG, LLC**  
HEALDSBURG, CALIFORNIA



**CARLILE • MACY**

CIVIL ENGINEERS • URBAN PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

15 THIRD STREET, SANTA ROSA, CA 95401  
TEL (707) 542-6451 FAX (707) 542-5212

Curve Table			
Curve #	Radius	Delta	Length
C1	2824.83	0°36'00"	29.58
C2	3779.75	0°27'00"	29.69
C3	5689.60	0°18'00"	29.79
C4	11419.16	0°09'00"	29.90
C5	5769.59	0°18'00"	30.21
C6	2904.83	0°36'00"	30.42
C7	1949.91	0°54'00"	30.63
C8	1472.46	1°12'00"	30.84
C9	1392.46	1°12'00"	29.16
C10	1869.91	0°54'00"	29.37
C11	2824.83	0°36'00"	29.58
C12	5689.59	0°18'00"	29.79

1" = 150'

PROJECT No. 2002008.B0

SHEET 2 OF 2

AutoCAD file name: 02005-LA-EXH B-1.dwg [Xref files: 97004-ATA 2018 BNDY; 0200500-BNDY]