

City of Sebastopol City Council
Resolution No. 6007

Resolution of the City Council of the City of Sebastopol
Verifying Compliance with Design Review Conditions of Approval
As Set Forth in Resolution 5888, Approving Other Design Refinements,
and Authorizing Approval of Lot Line Mergers, Adjustments, and Easements for the CVS Project, in
Furtherance of a Settlement Agreement and Release Regarding the CVS Project,

WHEREAS, CVS is the landowner and is the applicant through its consultant Armstrong to develop a CVS Pharmacy with drive through and retail/bank with drive through uses and related entitlements at 6877 Sebastopol Avenue in the City on approximately 2.45 acres generally bounded by Sebastopol Avenue, Petaluma Avenue, Barnes Avenue and Abbott Avenue (“CVS Project”); and

WHEREAS, the City, as the Lead Agency, prepared and certified, under the California Environmental Quality Act as may be amended from time to time (“CEQA”) a Mitigated Negative Declaration (“MND”) for the CVS Project; and

WHEREAS, on July 5, 2011, the City Council approved resolution numbers 5846, 5847, and 5848 granting the following entitlements for the CVS Project: alcohol use permit, intent to vacate Barnes Avenue, and MND with a mitigation monitoring and reporting program (“MMRP”) under CEQA (collectively, “Project Approvals”); and

WHEREAS, on August 8, 2011, STS filed a lawsuit challenging the City approval of the CVS Project as violating CEQA in *Kramer, Shane, Dwan, as Members of the Committee for Small Town Sebastopol v. City of Sebastopol, Armstrong Development Properties, Inc., et al.*, Sonoma County Superior Court Case No. SCV-250149 (the “CEQA Litigation”); and

WHEREAS, on August 21, 2012, the City Council approved Resolution No. 5888 approving the design review for the CVS Project with conditions; and

WHEREAS, on December 18, 2012, the City adopted an urgency ordinance enacting a temporary moratorium prohibiting drive through uses, which the City seeks to apply to the CVS Project; and

WHEREAS, on December 24, 2012, CVS and Armstrong sued the City for the adoption of the urgency ordinance in state court, *Longs Drugs Stores California, L.L.C. et al. v. City of Sebastopol et al.*, Sonoma County Superior Court Case No. SW-252962 and this case was dismissed on July 23, 2013; and

WHEREAS, on January 18, 2013, the City adopted an extension of the moratorium prohibiting drive through uses; and

WHEREAS, on March 28, 2013, CVS and Armstrong filed a lawsuit challenging the City's approval of the extension of the moratorium prohibiting drive through uses (the “Moratorium Litigation”) in federal court, *Longs Drugs Stores California, L.L.C. et al. v. City of Sebastopol et al.*, California Northern District Court Case No. 3:13-cv-01383-EMC; and

WHEREAS, on August 20, 2013, the City Council reviewed CVS submittals specified in the design review conditions in Resolution No. 5888 which called for refinement and review of certain limited design aspects, and provided comments as regards such design refinements; and

WHEREAS, on November 19, 2013, the City adopted a second extension of the moratorium

prohibiting drive through uses; and

WHEREAS, the development of the CVS Project will require the future approval of entitlements and permits from the City and other public agencies, including, but not limited to the following: design review, lot line adjustment/merger, sign approval, site lighting plan, demolition permits, grading permits, building permits (including approval of the trash enclosure, statement of conformity with the Water Efficient Landscape Program, compliance with the City's Public Art ordinance), encroachment permits, public utility easements, undergrounding of existing facilities, vacation of Barnes Avenue, including grant of access across City-owned land from the Project site to Abbott Avenue, storm water permits, Caltrans permits, flood certificates, certificates of occupancy, and all other entitlements, permits, fees, or approvals that may become necessary for the CVS Project. These future entitlements and permits relating to the CVS Project are collectively referred to as "Future Project-related Approvals"; and

WHEREAS, the Parties entered into negotiations to resolve all issues relating to the CVS Project, including, without limitation, Project Approvals, CEQA Litigation, Moratorium Litigation, and Future Project-related Approvals (collectively, the "Dispute"); and

WHEREAS, the Parties believe that it would be in their respective best interests to settle all elements of the Dispute on the terms specified in the Agreement, which is attached as Exhibit A to this Resolution; and

WHEREAS, on October 6, 2014, the City Council met in closed session and voted 5 – 0 to authorize the Mayor to sign the Settlement Agreement; and

WHEREAS, on October 7, 2014, in a public meeting and after providing an opportunity for public comment, the City Council reviewed the project design refinements required by Conditions P17 and P19 of City Council Resolution 5888, and continued the agenda item to October 9, 2014; and

WHEREAS, at the continued meeting on October 9, 2014, after providing a further opportunity for public comment, the City Council found said refinements to be consistent with the requirements of Resolution 5888; and

WHEREAS, on October 7, 2014 and the continued meeting of October 9, 2014, the City Council also reviewed a sign program for the CVS building; and

WHEREAS, as a result of the Settlement Agreement, other design refinements have also been made, presented, and reviewed, including but not limited to elimination of all drive-through elements, provision of additional display windows on the Sebastopol Avenue elevation, provision of building features that would allow for a future second story for the CVS building, shifting the CVS building to the south and east, provision of on-site electric vehicle charging stations, provision of rooftop photovoltaics, and other features and elements specified in the Settlement Agreement and its exhibits; and

WHEREAS, consistent with Municipal Code Section 17.3120.030 B. (2), the City Council finds that the above-described refinements to the project design are compatible with the neighborhood and the general visual character of Sebastopol, that the design refinements will not impair the desirability of investment or occupation in the neighborhood, the design refinements provide appropriate transitions and relationships to adjacent properties and the public right of way, the design refinements would not impair the desirability of investment or occupation in the neighborhood, the design refinements are internally consistent and harmonious, and the design refinements are in conformity with any guidelines and standards adopted pursuant to the Design Review Chapter of the Zoning Ordinance, in that the modifications to the approved Design Review application represent refinements to the approved project consistent in character with the approved design, which will be visually

appropriate and enhance compatibility with the downtown Sebastopol area by eliminating vehicle-intensive drive-through elements for both the pharmacy building and the secondary building, by enhancing the design of the secondary building with additional detailing consistent with direction from the City Council, by providing a two-story elevation on the pharmacy building more appropriate to the urban setting than the previous one-story design, by providing a more generous building setback at the highly-visible corner of Sebastopol Avenue and Petaluma Avenue which creates improved transitions and relationships to the public right of way, by provision of additional landscaping, by a sign program for the CVS building which is appropriate for the downtown area and the planned use, and by providing other design refinements; and that the subject refinements will enhance the desirability of investment and occupation in the neighborhood by generally improved design appropriate for the downtown setting; and with the further refinements and improvements referenced herein, the project maintains consistency with the City of Sebastopol Design Review Guidelines, as previously determined by the City Council in Resolution 5888; and

WHEREAS, the MMRP approved by the City required that a “GHG emission reduction of 170 MT CO₂e/yr for a calculated 40-year period shall be achieved by the following:

1. Subject to City review and approval, the applicant shall perform an improvement in Sonoma County resulting in a reduction in GHG emissions. Examples of such potential improvements include, but are not limited to: replacement of aging water or sewer pumps with more efficient pumps; installation of alternative energy systems; energy conservation improvements; alternative transportation improvements; lighting efficiency projects; or other measures providing the required offset mitigation. The Applicant shall be responsible for providing verification of the proposed measures acceptable to the City Council of the City of Sebastopol. City approval of a Building Permit for the Project shall not be granted unless the City has approved the measure, with any such measure required to be funded prior to issuance of a Certificate of Occupancy for the first building in the project. The funding for this measure will be provided through a contract that requires the improvement will be implemented within 5 years and if not, the funding will revert to the City of Sebastopol which will use the funding to implement another GHG reduction project or purchase offset credits.”

WHEREAS, the City agrees that GHG reductions attributable to the elimination of the drive-throughs and corresponding reduction in the anticipated vehicle trips generated by the Project and CVS’s satisfaction of its obligation in Paragraph 1.a.v. of this Agreement to install, use, and maintain solar panels on the CVS building and other buildings shall be counted toward the total 170 MT CO₂e/yr reduction in CVS Project's Air Quality Greenhouse Gas Mitigation Measure. The City finds the rest of the 170 MT CO₂e/yr satisfied by the provision of five electric vehicle chargers along with payment to the City of Sebastopol for the cost of installation of the chargers as is set forth in the evidence submitted to the City Council, including, but not limited to, the September 29, 2014 report by Environ;. One of the chargers will be located on the CVS Project site, as show in Attachment B to the Settlement Agreement, and four will be located in Sonoma County at the City’s discretion; and

WHEREAS, the MMRP approved by the City required that at North Main/Bodega, the traffic signal timing shall be re-optimized during the weekday PM peak period to eliminate the identified significant traffic impact. This intersection is under Caltrans jurisdiction. Caltrans has indicated that this adjustment is feasible, with the specific adjustments requiring review and approval under an Encroachment Permit. No project Building Permit for a project building shall be issued unless such Encroachment Permit including the signal timing improvement has been secured by the project applicant. No Occupancy Permit shall be issued unless such Encroachment Permit including the signal timing improvement has been secured by the project applicant. No Occupancy Permit shall be issued unless such improvement has been completed, and the City receives verification from Caltrans

of such completion, and the MMRP is hereby modified to reflect the incorporation of these measures;" and

WHEREAS, the City agrees that the traffic signal synchronization and optimization study, as described in the W-Trans proposal by Steve Weinberger (attached as an exhibit to the Settlement Agreement), shall include study of traffic signal timing at North Main/Bodega as is contemplated by this mitigation measure. The City further agrees to allow CVS to use the traffic signal synchronization and optimization study to assist CVS in securing Caltrans approval for the required Encroachment Permit, and this additional study is hereby incorporated into the MMRP; and

WHEREAS, the design revisions to the proposed project will result in reduced environmental impacts as compared to the original project, in that drive-through elements, which typically result in higher traffic generation, have been eliminated, and changes to the project design, including adjusted setbacks, additional display windows, and increased building height have been made to improve its compatibility with the urban fabric of downtown Sebastopol and to achieve improved conformance with the City's Design Guidelines, and these changes maintain consistency with findings of the Initial Study and Mitigated Negative Declaration, which was prepared in full compliance with the California Environmental Quality Act, which was subject to a public review period, including review coordinated by the California State Clearinghouse, and which was certified by the City Council on July 5, 2011; and

NOW, THEREFORE, the City Council of the City of Sebastopol hereby:

1) Approves the project design, as set forth in attachments to the Agreement, including finding compliance with Conditions P17 and P19 of Resolution 5888, and approving the Sign Program attached to the Agreement.

2) Approves the elimination of the Project drive-throughs, the installation of solar panels, and the installation of five electric vehicle charging stations on the Project Site as adequate mitigation for the GHG mitigation included in the MND.

3) That upon submittal of appropriate applications and other required documentation, authorizes the City Manager or his designated agents to approve the Lot Mergers, Lot Line Adjustments, Easements, Road Abandonments, Demolition Permit, Building Permits, Encroachment Permit, and any other necessary permits to implement this Resolution and the Settlement Agreement.

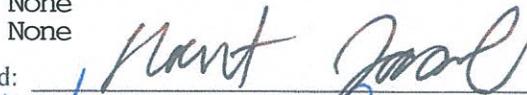
In Council duly passed by the City of Sebastopol City Council on this 9th day of October, 2014 by the following vote:

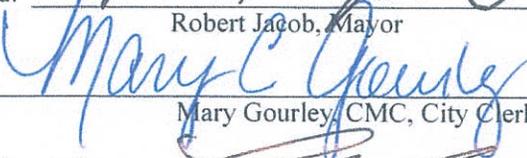
Ayes: Councilmembers Glass, Gurney and Vice Mayor Slayter

Noes: Councilmember Eder and Mayor Jacob

Abstain: None

Absent: None

Approved: 
Robert Jacob, Mayor

Attest: 
Mary Gourley, CMC, City Clerk

Approved as to form: 
Larry McLaughlin, City Manager/City Attorney

Attachment: Exhibit A, Settlement Agreement and Release
2339454.1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into this ___ day of October 2014, by and between Helen Shane, as a Member of the COMMITTEE FOR SMALL TOWN SEBASTOPOL ("STS"), an unincorporated citizens' group, the CITY OF SEBASTOPOL, the CITY COUNCIL OF THE CITY OF SEBASTOPOL, and GLENN SCHAINBLATT (collectively the "City"), a California municipal corporation, and CVS PHARMACY, INC., a Rhode Island corporation, LONGS DRUG STORES CALIFORNIA, L.L.C., a California limited liability company (collectively "CVS") and ARMSTRONG DEVELOPMENT PROPERTIES, INC., a Pennsylvania Corporation ("Armstrong"), referred to herein collectively as the "Parties" and individually as "Party."

RECITALS

WHEREAS, CVS is the landowner and is the applicant through its consultant Armstrong to develop a CVS Pharmacy with drive through and retail/bank with drive through uses and related entitlements at 6877 Sebastopol Avenue in the City on approximately 2.45 acres generally bounded by Sebastopol Avenue, Petaluma Avenue, Barnes Avenue and Abbott Avenue ("CVS Project"); and

WHEREAS, the City, as the Lead Agency, prepared and certified, under the California Environmental Quality Act as may be amended from time to time ("CEQA") a Mitigated Negative Declaration ("MND") for the CVS Project; and

WHEREAS, on July 5, 2011, the City Council approved resolution numbers 5846, 5847, and 5848 granting the following entitlements for the CVS Project: alcohol use permit, intent to vacate Barnes Avenue, and MND with a mitigation monitoring and reporting program ("MMRP") under CEQA (collectively, "Project Approvals"); and

WHEREAS, on August 8, 2011, STS filed a lawsuit challenging the City's approval of the CVS Project as violating CEQA in *Kramer, Shane, Dwan, as Members of the Committee for Small Town Sebastopol v. City of Sebastopol, Armstrong Development Properties, Inc., et al.*, Sonoma County Superior Court Case No. SCV-250149 (the "CEQA Litigation"); and

WHEREAS, on August 21, 2012, the City Council approved Resolution No. 5888 approving the design review for the CVS Project with conditions; and

WHEREAS, on December 18, 2012, the City adopted an urgency ordinance enacting a temporary moratorium prohibiting drive through uses, which the City seeks to apply to the CVS Project; and

WHEREAS, on December 24, 2012, CVS and Armstrong sued the City for the adoption of the urgency ordinance in state court, *Longs Drugs Stores California, L.L.C. et al. v. City of Sebastopol et al.*, Sonoma County Superior Court Case No. SW-252962 and this case was dismissed on July 23, 2013; and

WHEREAS, on January 18, 2013, the City adopted an extension of the moratorium prohibiting drive through uses; and

WHEREAS, on March 28, 2013, CVS and Armstrong filed a lawsuit challenging the City's approval of the extension of the moratorium prohibiting drive through uses (the "Moratorium Litigation") in federal court, *Longs Drugs Stores California, L.L.C. et al. v. City of Sebastopol et al.*, California Northern District Court Case No. 3:13-cv-01383-EMC; and

WHEREAS, on August 20, 2013, the City Council reviewed the design review conditions in Resolution No. 5888 and provided direction with which the CVS Project would be approved; and

WHEREAS, on November 19, 2013, the City adopted a second extension of the moratorium prohibiting drive through uses; and

WHEREAS, the development of the CVS Project will require the future approval of entitlements and permits from the City and other public agencies, including, but not limited to the following: design review, lot line adjustment/merger, sign approval, site lighting plan, demolition permits, grading permits, building permits (including approval of the trash enclosure, statement of conformity with the Water Efficient Landscape Program, compliance with the City's Public Art ordinance), encroachment permits, public utility easements, undergrounding of existing facilities, vacation of Barnes Avenue, including grant of access across City-owned land from the Project site to Abbott Avenue, storm water permits, Caltrans permits, flood certificates, certificates of occupancy, and all other entitlements, permits, fees, or approvals that may become necessary for the CVS Project. These future entitlements and permits relating to the CVS Project are collectively referred to as "Future Project-related Approvals"; and

WHEREAS, the Parties entered into negotiations to resolve all issues relating to the CVS Project, including, without limitation, Project Approvals, CEQA Litigation, Moratorium Litigation, and Future Project-related Approvals (collectively, the "Dispute"); and

WHEREAS, the Parties believe that it would be in their respective best interests to settle all elements of the Dispute on the terms specified in this Agreement. Therefore, the Parties have entered into this Agreement in settlement, fully and forever, of all rights, duties, liabilities, claims, demands, damages, rights of action, and causes of action, whether known or unknown, contingent and otherwise, between said Parties with respect to or relating in any way to the Dispute in accordance with the terms of this Agreement.

AGREEMENT

For valuable consideration, including the obligations and terms as set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **CVS Obligations.**

a. CVS has submitted revised design review and sign applications that include the plans and specifications as dated October 6, 2014, which include the following items (collectively the "CVS Project"):

- i. Neither the CVS Building, defined as the building occupied by CVS, nor any other building on the CVS Project site will include any drive through or drive up feature.
 - ii. The CVS Building design elevation will include a second story elevation, as reflected in the drawings provided (Attachment A). The occupied and useable space in the building will be 14,576 square feet of retail space as previously reviewed under CEQA and permitted.
 - iii. The CVS Building will be shifted to the south and east to set back it from the corner of Sebastopol and Petaluma Avenues which will change the site plan as depicted in Attachment B.
 - iv. The eleven current parcels will be merged and adjusted to consist of a total of five parcels as shown in Attachment C. CVS will own all five parcels and will have no obligation to sell or use all five parcels. CVS will confine its business to the future parcel located at the corner of Sebastopol and Petaluma Avenues, which will encompass the entirety of the CVS Building, walkways and associated features as shown Attachment C, and to no other buildings on the project site. The additional retail/bank building will be located on the future parcel adjacent to Petaluma Avenue and Abbott Avenue. Notwithstanding any rights to merger of parcels by the same legal owner of contiguous parcels, CVS agrees that any proposed merger of the new parcels shall be subject to review and discretionary approval by the City Council.
 - v. The CVS Building and any other building on the CVS Project site will include the installation and maintenance, in good working order, of solar panels. The requirement of solar panels will apply to the CVS Building for the life of the CVS Building, or 40 years, whichever is shorter.
 - vi. The signage on the CVS Building will be as depicted on elevations and attached drawings and pictures (Attachments A).
 - vii. CVS will not seek a left turn in or out of the site onto Sebastopol Avenue.
 - viii. CVS will not seek an ingress/egress point with a left-hand turn onto Petaluma Avenue should Petaluma Avenue become a two-way street.
- b. Within five (5) business days after the City issues CVS the last of the design review, sign approval, site lighting plan, demolition permits, and grading permits, CVS shall pay Forty-Five Thousand Dollars (\$45,000) to the City of Sebastopol.
 - c. Within five (5) business days after the City issues CVS the last of the following design review, lot line adjustment/merger, sign approval, site lighting plan, demolition permits, grading permits, building permits (including approval of the trash enclosure, statement of conformity with the Water Efficient Landscape Program, compliance with the City's Public Art ordinance), encroachment permits, public utility

easements, undergrounding of existing facilities, vacation of Barnes Avenue, including grant of access across City-owned land from the Project site to Abbott Avenue, and storm water permits, CVS shall pay One Hundred and Five Thousand Dollars (\$105,000) to the City of Sebastopol that shall be allocated by and between STS and the City to pay for both: (1) CEQA Litigation fees and costs incurred by STS; and (2) implementation of traffic signal synchronization and optimization study, as described in the W-Trans proposal by Steve Weinberger (Attachment D) or as the City sees fit.

d. Within two (2) court days after the entry of dismissal of the CEQA Litigation, attorneys for CVS shall file a dismissal in the Moratorium Litigation. The counsel for CVS shall provide conformed copies of the Request for Dismissal and any other documents filed with the Court to counsel for the City within one business day of when counsel for CVS receives the conformed copies from the Court.

e. CVS and Armstrong shall not file any legal challenge against any future moratorium or permanent regulations regarding drive through uses adopted by the City.

2. City's Obligations.

a. The MMRP approved by the City required that a “GHG emission reduction of 170 MT CO₂e/yr for a calculated 40-year period shall be achieved by the following:

1. Subject to City review and approval, the applicant shall perform an improvement in Sonoma County resulting in a reduction in GHG emissions. Examples of such potential improvements include, but are not limited to: replacement of aging water or sewer pumps with more efficient pumps; installation of alternative energy systems; energy conservation improvements; alternative transportation improvements; lighting efficiency projects; or other measures providing the required offset mitigation. The Applicant shall be responsible for providing verification of the proposed measures acceptable to the City Council of the City of Sebastopol. City approval of a Building Permit for the Project shall not be granted unless the City has approved the measure, with any such measure required to be funded prior to issuance of a Certificate of Occupancy for the first building in the project. The funding for this measure will be provided through a contract that requires the improvement will be implemented within 5 years and if not, the funding will revert to the City of Sebastopol which will use the funding to implement another GHG reduction project or purchase offset credits.”

The City agrees that GHG reductions attributable to CVS’s satisfaction of its obligation in Paragraph 1.a.v. of this Agreement to install, use, and maintain solar panels on the CVS building and other buildings shall be counted toward the total 170 MT CO₂e/yr reduction in CVS Project's Air Quality Greenhouse Gas Mitigation Measure. The City shall find the rest of the 170 MT CO₂e/yr satisfied by the provision of five electric vehicle chargers along with payment to the City of Sebastopol for the cost of installation of the chargers. One of the chargers will be located on the CVS Project site,

as show in Attachment B, and four will be located in Sonoma County at the City's discretion.

b. The MMRP approved by the City required that "[a]t North Main/Bodega, the traffic signal timing shall be re-optimized during the weekday PM peak period to eliminate the identified significant traffic impact. This intersection is under Caltrans jurisdiction. Caltrans has indicated that this adjustment is feasible, with the specific adjustments requiring review and approval under an Encroachment Permit. No project Building Permit for a project building shall be issued unless such Encroachment Permit including the signal timing improvement has been secured by the project applicant. No Occupancy Permit shall be issued unless such Encroachment Permit including the signal timing improvement has been secured by the project applicant. No Occupancy Permit shall be issued unless such improvement has been completed, and the City receives verification from Caltrans of such completion."

The City agrees that the traffic signal synchronization and optimization study, as described in the W-Trans proposal by Steve Weinberger (Attachment D), shall include study of traffic signal timing at North Main/Bodega as is contemplated by this mitigation measure. The City further agrees to allow CVS to use the traffic signal synchronization and optimization study to assist CVS in securing Caltrans approval for the required Encroachment Permit.

c. The Parties acknowledge that the City cannot "contract away" its discretion through this Agreement. The Parties further acknowledge that this Agreement is expressly conditioned on the City not adding new or amending any existing conditions, fees or exactions on any Future Project-related Approvals or design review beyond those already imposed in prior approvals dated July 5, 2011 and August 21, 2012 (with conditions P17 and P19 as detailed by the Council on July 16, 2013 and August 20, 2013 and as documented in the plans submitted on the week of August 12, 2013, with the EVA located as show in the plans despite contrary Council comments on August 20, 2013 due to the building shift in Section 1.a.iii above) unless expressly requested and/or agreed to by CVS. In addition, no existing permit conditions or design review conditions will be revised or amended in any permit or approval for the CVS Project, unless expressly approved by CVS, including in any Future Project-related Approvals.

d. All hearings for the CVS Project on the revised design review application, and sign permit approval shall be consolidated before the City Council in a single hearing and no hearing will be held by any other City board or commission. At the same hearing, the City Council will authorize the City Manager or his designated agents to approve the Lot Mergers, Lot Line Adjustments, Easements, Road Abandonments, Demolition Permit, Building Permits, Encroachment Permit, and any other necessary permits to implement this Resolution and the Settlement Agreement. If the retail/bank building is used for a non-financial service use, it will be subject only to a second design review hearing at the City Council and will not require a new application or any other new permitting.

e. The City will extend the expiration of the CVS Project's design review approval and alcohol use permit to a new expiration date of April 21, 2017.

f. City shall cooperate with CVS in obtaining any approval needed by or from any other entity for the CVS Project.

g. The City agrees that it will not adopt any new regulations that have the effect, directly or indirectly, in making it practically or legally infeasible to build or operate the CVS Project as defined in the drawings referenced in Section 1.a.

3. STS's Obligations

a. STS acknowledges that it supports the CVS Project as modified by this Agreement. STS agrees that it shall not provide any advice, support, assistance or legal representation of any kind to any person or entity, or coordinate or cooperate in any manner with any person or entity, (a) contemplating or taking any action to impede, oppose or object to, whether directly or indirectly, the CVS Project, Project Approvals or Future Project-related Approvals at any time or (b) contemplating or bringing any claim, action or appeal, with any governmental, administrative, judicial, regulatory, environmental, building or other public agency, relating to the CVS Project, Project Approvals or Future Project-related Approvals at any time.

b. Within (2) court days after the City's receipt of the payment described above in Section 2.c., attorneys for STS shall file a Request for Dismissal of the CEQA Litigation with prejudice. Counsel for STS shall provide conformed copies of the Request for Dismissal and any other documents filed with the Court to counsel for the City and CVS within two (2) court days of receipt of the conformed copy.

4. Full Release and Waiver by STS.

a. STS and its affiliates, officers, directors, owners, managers, members, board members, employees, agents, attorneys, representatives and legal successors, heirs and assigns, and each of them (collectively, "STS Parties"), voluntarily and knowingly waive, release and discharge forever CVS and Armstrong, its affiliates and its and their respective officers, directors, partners, owners, managers, members, employees, agents, attorneys, representatives and legal successors and assigns, and each of their collective affiliates (collectively, "CVS and Armstrong Parties") and the City and its elective and appointive councils, boards and commissions, officials, officers, directors, employees, agents, attorneys, and representatives (collectively, "City Parties") and, together with CVS and Armstrong (collectively, "Released Parties") from any and all rights, claims, administrative proceedings and remedies available against or at the City or any other public agency, charges, complaints, damages, liabilities, obligations, promises, controversies, actions, causes of action in law or equity, suits, rights, attorneys' fees, demands, costs, losses, penalties, liens, debts, interest or expenses of any nature whatsoever, whether known or unknown, whether suspected or unsuspected, whether now existing or hereinafter arising, contingent and otherwise, against any of the Released Parties, which arise out of, or relate in any manner to the Dispute. STS Parties

acknowledge and agree that this Agreement shall operate as a complete bar of any and all litigation, charges, complaints, grievances, demands, or administrative proceedings or remedies available against or at the City Parties or any other public agencies of any kind whatsoever now pending or which might at any time be filed by STS Parties as to any Released Parties regarding matters arising out of or related in any way to the Dispute. Each and all of the aforesaid claims are hereby fully and finally settled, compromised, and released.

- b. The STS Parties recognize, understand, and expressly agree that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past, present, or future arising from or attributable to the Dispute. Therefore, STS Parties are waiving any and all rights to pursue claims against any Released Parties whether or not specifically raised in the Dispute or which it would be entitled to under the laws, regulations, and/or rules applicable to the Dispute.
- c. The STS Parties represent and warrant to CVS and Armstrong Parties and the City Parties, and each of them, that STS (a) has all necessary power and authority to make such release, including any necessary consent or approval from any person including STS Parties, and (b) has not heretofore transferred or attempted to transfer all or any part of any such thing released in any manner whatsoever, including by way of subrogation or operation of law. STS Parties shall indemnify, defend, and hold harmless each of the Released Parties, from and against any claims based upon or arising in connection with any prior assignment or transfer, or any such purported assignment or transfer. The STS Parties further represent and warrant to the CVS and Armstrong Parties and the City Parties, and each of them, that the release and waiver by STS Parties under this Agreement is executed voluntarily and without duress or undue influence on the part of any other person or entity whatsoever.
- d. Waiver of Civil Code Section 1542: The foregoing releases are intended to extend to all such claims, known or unknown, suspected or unsuspected, and each Party expressly waives and relinquishes any rights and benefits that they have or may have under Section 1542 of the Civil Code of the State of California, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

STS Initials: KA

- e. The STS Parties acknowledge that they have specifically reviewed with their attorneys the meaning and effect of the release and waiver set forth in subparagraphs (a) and (b) and the language from Civil Code Section 1542

quoted in subparagraph (d), and their attorneys have fully explained the impact of these provisions, and the STS Parties knowingly accept the risks associated with these provisions.

5. Full Release and Waiver by CVS and Armstrong.

- a. Conditioned upon the satisfaction of the obligations in this Agreement and upon dismissal of the Moratorium Litigation as set forth in Paragraph 1 of this Agreement, CVS and Armstrong and their affiliates, officers, directors, owners, managers, members, board members, employees, agents, attorneys, representatives and legal successors, heirs and assigns, and each of them (collectively, the “CVS and Armstrong Parties”), voluntarily and knowingly waive, release and discharge forever the City and its elective and appointive councils, boards and commissions, officials, officers, directors, employees, agents, attorneys, and representatives (collectively, “City Parties”) from any and all rights, claims, administrative proceedings and remedies available against or at the City or any other public agency, charges, complaints, damages, liabilities, obligations, promises, controversies, actions, causes of action in law or equity, suits, rights, attorneys’ fees, demands, costs, losses, penalties, liens, debts, interest or expenses of any nature whatsoever, whether known or unknown, whether suspected or unsuspected, whether now existing or hereinafter arising, contingent and otherwise, against any of the City Parties, which arise out of, or relate in any manner to the Dispute. CVS and Armstrong Parties acknowledge and agree that this Agreement shall operate as a complete bar of any and all litigation, charges, complaints, grievances, demands, or administrative proceedings or remedies available against or at the City or any other public agencies of any kind whatsoever now pending or which might at any time be filed by CVS and Armstrong Parties as to any City Parties regarding matters arising out of or related in any way to the Dispute. Each and all of the aforesaid claims are hereby fully and finally settled, compromised, and released.
- b. The CVS and Armstrong Parties recognize, understand, and expressly agree that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past, present, or future arising from or attributable to the Dispute. Therefore, CVS and Armstrong Parties are waiving any and all rights to pursue claims against any City Parties whether or not specifically raised in the Dispute or which it would be entitled to under the laws, regulations, and/or rules applicable to the Dispute.
- c. The CVS and Armstrong Parties warrant to the City Parties, and each of them, that the CVS and Armstrong Parties (a) have all necessary power and authority to make such releases, including any necessary consent or approval from any person including CVS and Armstrong Parties, and (b) have not heretofore transferred or attempted to transfer all or any part of any such thing released in any manner whatsoever, including by way of subrogation or operation of law. CVS and Armstrong Parties shall indemnify, defend, and

hold harmless each of the City Parties, from and against any claims based upon or arising in connection with any prior assignment or transfer, or any such purported assignment or transfer, of any claims or other matters released or assigned herein. The CVS and Armstrong Parties further represent and warrant to the City Parties, and each of them, that the release and waiver by CVS and Armstrong Parties under this Agreement is executed voluntarily and without duress or undue influence on the part of any other person or entity whatsoever.

- d. Waiver of Civil Code Section 1542: The foregoing releases are intended to extend to all such claims, known or unknown, suspected or unsuspected, and each Party expressly waives and relinquishes any rights and benefits that they have or may have under Section 1542 of the Civil Code of the State of California, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

CVS Initials: SM

Armstrong Initials: AK

- e. The CVS and Armstrong Parties acknowledge that they have specifically reviewed with their attorneys the meaning and effect of the release and waiver set forth in subparagraphs (a) and (b) and the language from Civil Code Section 1542 quoted in subparagraph (d), and their attorneys have fully explained the impact of these provisions, and the CVS and Armstrong Parties knowingly accept the risks associated with these provisions.

6. Cooperation on Additional Documents.

Each of the Parties agrees to execute and deliver to each of the other Parties all additional documents, instruments, and agreements required to take such additional actions as are required to implement the terms and conditions of this Agreement. In the event of any administrative, legal or equitable action or other proceeding instituted by any person, entity or organization that is not a Party to this Agreement challenging the validity of this Agreement, the Parties shall agree to mutually cooperate with each other in the defense of any such challenge.

7. Binding Effect and Third Parties.

The Parties agree that the obligations and benefits arising out of this Agreement, including, but not limited to, the releases set forth in Sections 4 and 5, and each of the terms of this Agreement, shall be binding upon and shall inure to the benefit of any successors and assigns of the Parties. This Agreement is not for the benefit of any person not a party to this Agreement.

8. Execution Not an Admission.

This Agreement is strictly for the purposes of compromising the Dispute. By entering into this Agreement, no Party hereto admits that the claims or contentions of the other were or are valid or meritorious. Each Party hereto has in the past denied and continues to deny the claims, assertions, allegations and contentions of the others. Neither this Agreement, the negotiations nor discussions resulting in or connected with this Agreement, nor anything stated herein or therein shall be admissible in any court of law or equity or before any administrative body for the purpose of establishing or supporting a claim by STS of any wrongdoing or guilt on behalf of CVS and Armstrong Parties or City Parties, or for the purpose of establishing or supporting a claim by the CVS and Armstrong Parties of any wrongdoing or guilt on behalf of the City Parties, or for any other purpose.

9. Additional Terms.

9.1 Final Integrated Agreement

This Agreement contains the entire agreement and understanding concerning the subject matter herein and supersedes and replaces any prior negotiations and agreements between the Parties, whether written or oral.

9.2 Understanding of Agreement

Each Party understands and agrees to this Agreement, the terms and conditions contained herein and in the documents referred to herein, and has relied upon his, her, or its own judgment, belief, knowledge, understanding, and expertise after careful consultation with his, her, or its own legal counsel concerning the legal effect of all of the terms of this Agreement.

9.3 Voluntary Settlement

Each Party enters into this Agreement knowingly and voluntarily, in the total absence of any fraud, mistake, duress, coercion, or undue influence and, after careful thought and reflection upon the settlement, this Agreement and the documents referred to herein; and, accordingly, by signing this Agreement and the documents referred to herein, each signifies full understanding, agreement, and acceptance. The Parties acknowledge and represent that this Agreement has been prepared and its negotiation has been carried on by the joint effort of the Parties. This Agreement shall be construed as if it were drafted by all Parties and not strictly for or against any one or more of the Parties. Each Party to this Agreement acknowledges and represents that he/she/it has read this Agreement and understands all of its terms.

9.4 Investigation of Facts; Consultation with Independent Counsel

Each Party has investigated the facts and had the opportunity to consult with independent counsel pertaining to this Agreement and all matters pertaining thereto as deemed necessary by each.

9.5. California Law, Jury Waiver

This Agreement, and the documents referred to herein, shall be governed by and construed and interpreted in accordance with, the laws of the State of California. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.

9.6. Multiple Counterparts

This Agreement may be executed in any number of counterparts, each of which may be deemed an original and all of which together shall constitute a single instrument, notwithstanding that all the Parties are not signatories to the original or same counterpart. The Parties agree that delivery of an executed counterpart of a signature page of this Agreement electronically or by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

9.7. Waiver, Modification, and Amendment

No breach of this Agreement or of any provision herein can be waived except by an express written waiver executed by the Party waiving such breach. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or other provisions of this Agreement. This Agreement may be amended, altered, modified, or otherwise changed in any respect or particular only by a writing duly executed by the Parties hereto or their authorized representatives.

9.8. Effective Date

Upon execution by all Parties, this Agreement shall be effective as of the date first above written.

9.9. Termination

If the City does not issue the last discretionary, appealable approval for the CVS Project by October 13, 2014, then this Agreement is void unless otherwise agreed to by the Parties.

9.10. Captions/Language

Section, paragraph, and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or otherwise describe the scope or intent of this Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement. In the language of this document and the documents referred to herein, the singular and plural numbers, and the masculine, feminine and neutral genders, shall each be deemed to include all others, and the word "person" shall be deemed to include corporations and every other entity, as the context may require.

9.11. Attorneys' Fees

Fees and Costs Already Incurred. The Parties shall not seek any further attorney's fees or cost recovery in any proceeding or forum and that each Party shall be responsible for its own costs and attorneys' fees incurred in connection with the Dispute and this Agreement, except as set forth in Section 1.c.

9.12. Signatories Authority

Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity and/or parties it purports to bind and such Party has full right and authority and has obtained all consents and approvals and taken all actions necessary to enter into this Agreement, perform all of its obligations hereunder, and consummate all transactions contemplated under this Agreement.

9.13. Notice. Any notice, demand, request, or other communication required or permitted to be given under this Agreement, (a) shall be made in writing, (b) shall be delivered by one of the following methods: (i) by personal delivery (with notice deemed given when delivered personally); (ii) by overnight courier (with notice deemed given upon written verification of receipt); or (iii) by certified or registered mail, return receipt requested (with notice deemed given upon verification of receipt); and (c) shall be addressed to a Party as provided in this Section or such other address as such Party may request by notice given in accordance with the terms of this Section.

Notice to CVS shall be provided as follows:

R. Michael Meo
Senior Legal Counsel
CVS Caremark
One CVS Drive
Woonsocket, RI 02895

With a copy to:
Amanda Monchamp
Holland & Knight
50 California Street, Suite 2800
San Francisco, CA 94111

Notice to Armstrong shall be provided as follows:

Josh Eisenhut
Armstrong Development
1375 Exposition Blvd. Suite 101
Sacramento, CA 95815

With a copy to:
Amanda Monchamp
Holland & Knight
50 California Street, Suite 2800
San Francisco, CA 94111

Notice to STS shall be provided as follows:

Rose Zoia
Law Office of Rose M. Zoia
50 Old Courthouse Sq., Ste. 401
Santa Rosa CA 95404

Notice to the City shall be provided as follows:

City Manager
City of Sebastopol
7120 Bodega Avenue
P.O. Box 1776
Sebastopol, CA 95473

With a copy to:

Ed Grutzmacher
Meyers Nave
555 12th Street, Suite 1500
Oakland, CA 94607

9.14. Recitals. The recitals are incorporated herein and made part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

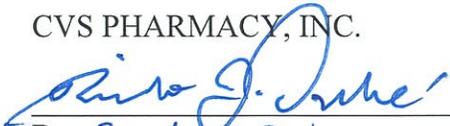
COMMITTEE FOR SMALL TOWN
SEBASTOPOL

Helen Shane
By: Helen Shane
Its: Co-Founder

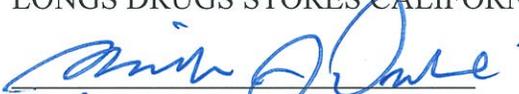
John Krama by Helen Shane
Its: Co-Founder
CITY OF SEBASTOPOL

Mark Jacob
By:
Its: Mayor

CVS PHARMACY, INC.


By: Ricardo J. Dube
Its: Vice President

LONGS DRUGS STORES CALIFORNIA, L.L.C.


By: Ricardo J. Dube
Its: Vice President

ARMSTRONG DEVELOPMENT PROPERTIES,
INC.

By:
Its:

Approval as to Form:

COUNSEL FOR COMMITTEE FOR SMALL TOWN SEBASTOPOL

By:

COUNSEL FOR CITY OF SEBASTOPOL


By: Larry McCaughey

COUNSEL FOR CVS


By: Amanda Monchamp
Counsel for CVS Pharmacy, Inc

COUNSEL FOR LONGS DRUGS


By: Amanda Monchamp
Counsel for Longs Drugs Stores California, L

COUNSEL FOR ARMSTRONG DEVELOPMENT PROPERTIES, INC.

CVS PHARMACY, INC.

By:

Its:

LONGS DRUGS STORES CALIFORNIA, L.L.C.

By:

Its:

ARMSTRONG DEVELOPMENT PROPERTIES,
INC.

By:

Its:

[Handwritten signature in blue ink]
James J. Kyle
President

Approval as to Form:

COUNSEL FOR COMMITTEE FOR SMALL TOWN SEBASTOPOL

By:

COUNSEL FOR CITY OF SEBASTOPOL

By:

COUNSEL FOR CVS

By:

COUNSEL FOR LONGS DRUGS

By:

COUNSEL FOR ARMSTRONG DEVELOPMENT PROPERTIES, INC.

[Handwritten signature in blue ink]
Amanda Monchamp
counsel



COUNSEL FOR COMMITTEE FOR SMALL TOWN SEBASTOPOL



By: Rose M. Zoia

COUNSEL FOR CITY OF SEBASTOPOL

By: _____

COUNSEL FOR CVS

By: _____

COUNSEL FOR LONGS DRUGS

By: _____

COUNSEL FOR ARMSTRONG DEVELOPMENT PROPERTIES, INC.

By: _____

2313780.1

Exhibit A: Project Plans, Including Signage

RECEIVED

CITY OF SEBASTOPOL

WATER EFFICIENT LANDSCAPE COMPLIANCE

PLANT SELECTION
USE PLANT PALETTE THIS SHEET

IRRM GARDEN AREAS
BROUGHT FORWARD PLANTING AREAS

WATER USE CALCULATION
THE LANDSCAPING IS IN COMPLIANCE WITH THE SEBASTOPOL WATER EFFICIENT LANDSCAPE PROGRAM (WELP) UNLESS OTHERWISE SPECIFIED IN THE CALCULATIONS BELOW.

PERMANENT IRRIGATION
IRRIGATION PLAN TO BE SUBMITTED WITH BUILDING PERMIT. WALL, WALKWAY, DRIVEWAY, AND UTILITY ALL EQUIPMENT AND MATERIALS REQUIRED BY IRRIGATION.

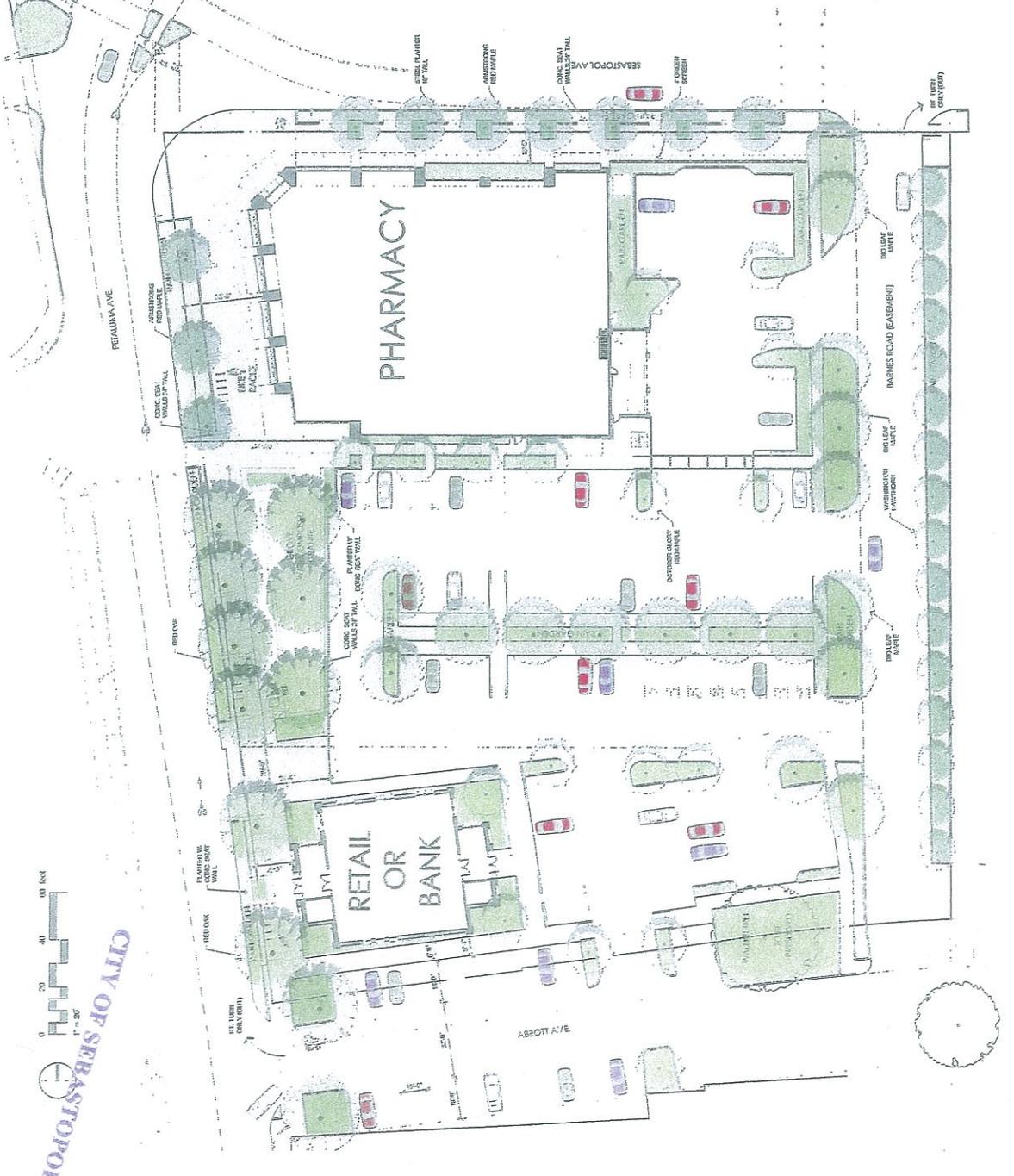
LANDSCAPE STATEMENT
PLANT PALETTE IS AN IRRIGATION PLAN. ALL MEASUREMENTS ARE IN FEET. EXCEPT WHERE NOTED OTHERWISE, ALL MEASUREMENTS ARE TO THE CENTER OF THE PLANT. PLANTING IS TO BE APPLIED TO A DEPTH OF 18" AND APPLIED TO ALL PLANTED AREAS.

PLANT PALETTE

PLANT	HEIGHT	SPACING	WATER REQUIREMENT
1) Azalea	3-4' High	12" x 12"	Medium
2) Boxwood	3-4' High	12" x 12"	Medium
3) Camellia	3-4' High	12" x 12"	Medium
4) Forsythia	3-4' High	12" x 12"	Medium
5) Gardenia	3-4' High	12" x 12"	Medium
6) Hibiscus	3-4' High	12" x 12"	Medium
7) Hydrangea	3-4' High	12" x 12"	Medium
8) Japanese Maple	3-4' High	12" x 12"	Medium
9) Lavender	3-4' High	12" x 12"	Medium
10) Nandina	3-4' High	12" x 12"	Medium
11) Osmanthus	3-4' High	12" x 12"	Medium
12) Philadelphus	3-4' High	12" x 12"	Medium
13) Rhododendron	3-4' High	12" x 12"	Medium
14) Spirea	3-4' High	12" x 12"	Medium
15) Weigela	3-4' High	12" x 12"	Medium
16) Yucca	3-4' High	12" x 12"	Medium
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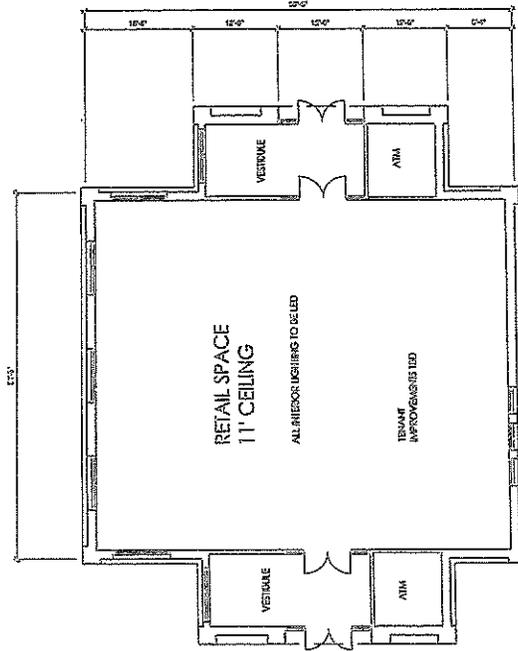
WATER USE CALCULATION

PLANT	HEIGHT	SPACING	WATER REQUIREMENT	PLANT PALETTE
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90) Yucca	3-4' High	12" x 12"	Medium	1
91) Yucca	3-4' High	12" x 12"	Medium	1
92) Yucca	3-4' High	12" x 12"	Medium	1
93) Yucca	3-4' High	12" x 12"	Medium	1
94) Yucca	3-4' High	12" x 12"	Medium	1
95) Yucca	3-4' High	12" x 12"	Medium	1
96) Yucca	3-4' High	12" x 12"	Medium	1
97) Yucca	3-4' High	12" x 12"	Medium	1
98) Yucca	3-4' High	12" x 12"	Medium	1
99) Yucca	3-4' High	12" x 12"	Medium	1
100) Yucca	3-4' High	12" x 12"	Medium	1

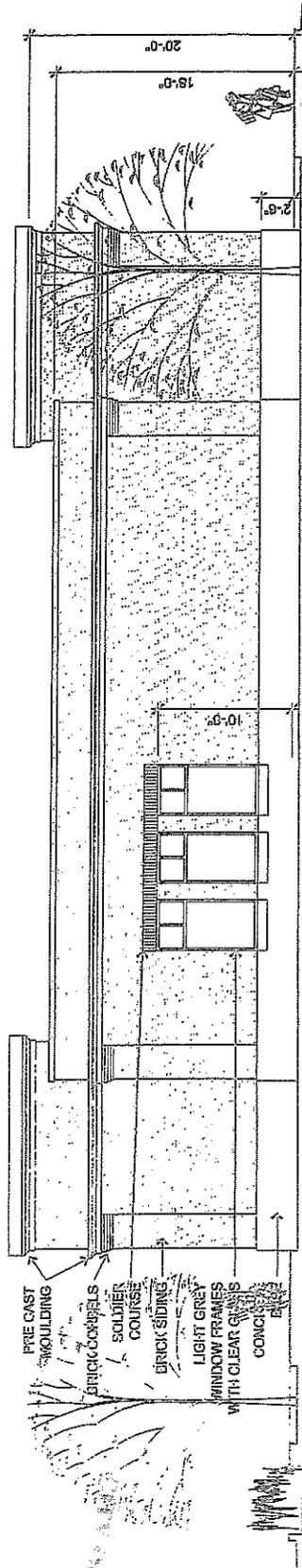


02.0000

10/10/2010 10:10:10 AM



1/2" = 1'-0"



PRECAST
MOULDING

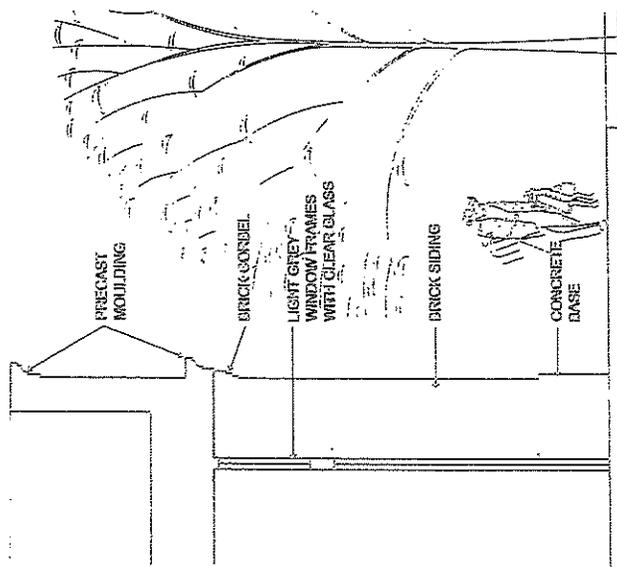
BRICK CORNISELS
SOLLIER
COURSE

BRICK SIDING

LIGHT GREY
WINDOW FRAMES
WITH CLEAR GLASS

CONCRETE
BASE

SOUTH ELEVATION (ABBOT AVE)



PRECAST
MOULDING

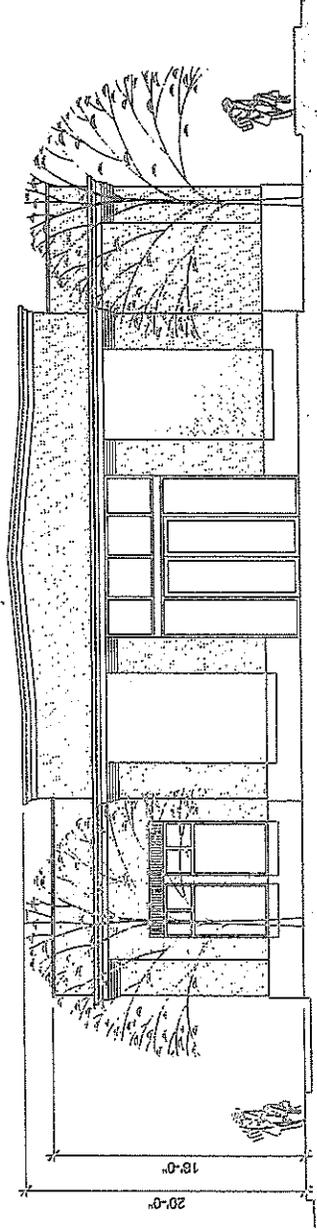
BRICK CORNISEL

LIGHT GREY
WINDOW FRAMES
WITH CLEAR GLASS

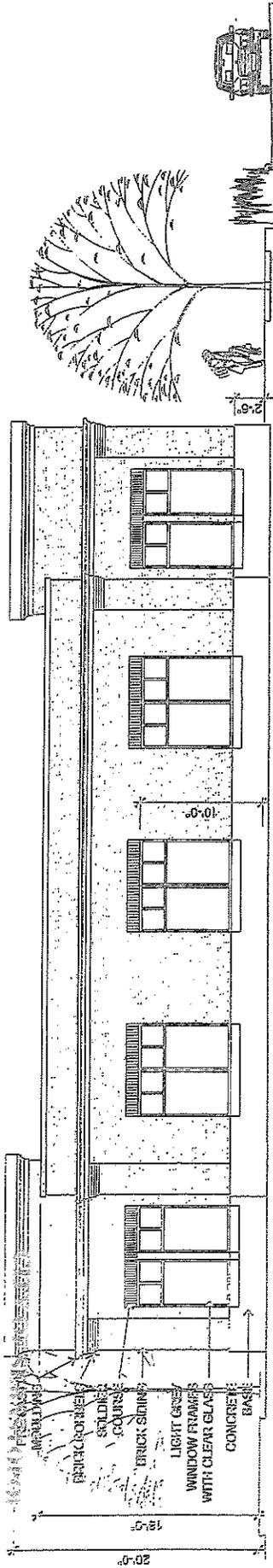
BRICK SIDING

CONCRETE
BASE

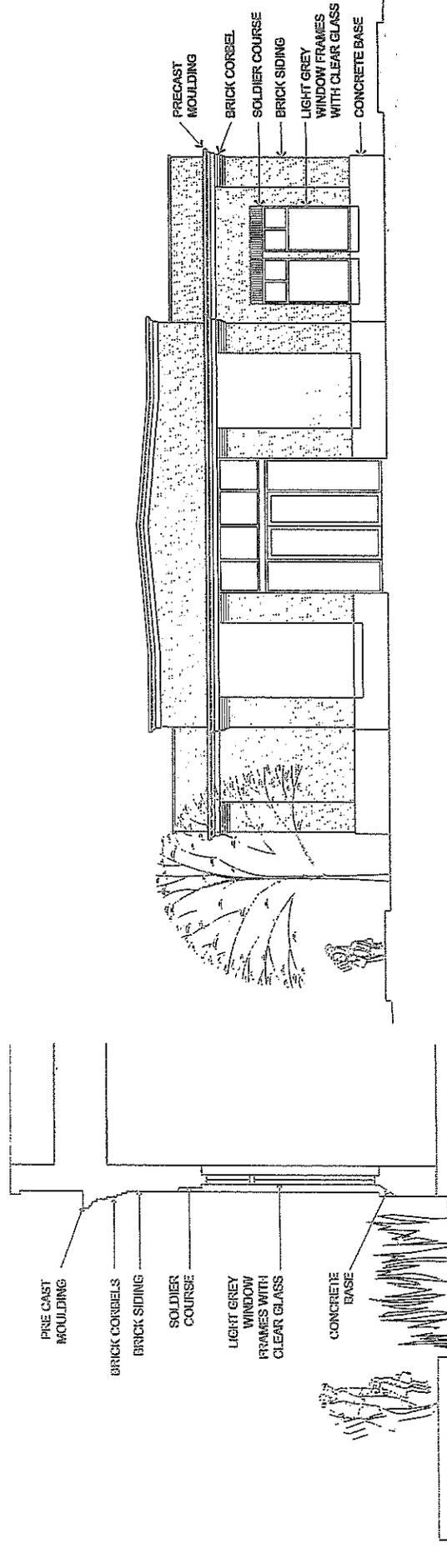
DETAIL SECTION AT MAIN ENTRY
1/2" = 1'-0"



WEST ELEVATION (PETALUMA)



NORTH ELEVATION (FACING PHARMACY)



EAST ELEVATION (BARNES AVE)

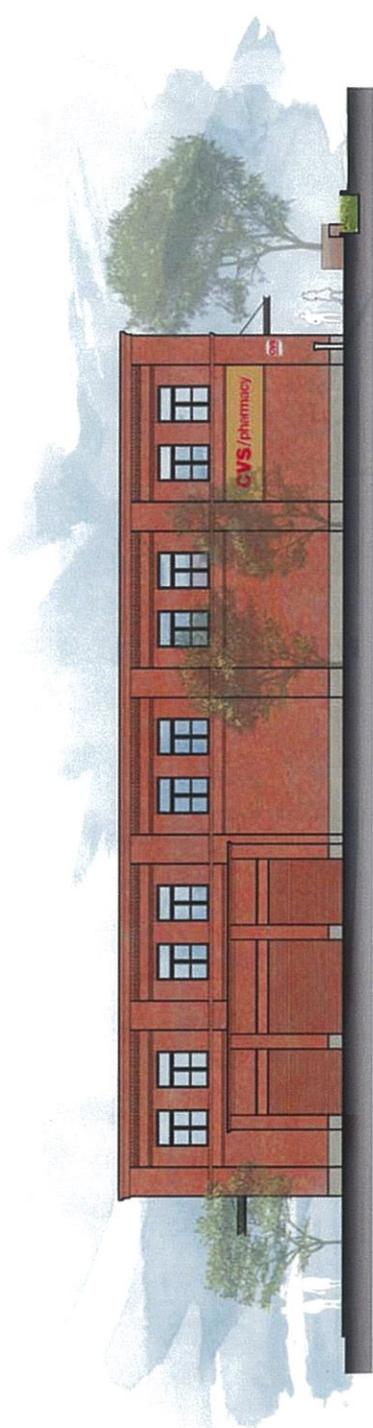
DETAIL SECTION AT NORTH WALL
1/2"=1'-0"



WEST ELEVATION (PETALUMA AVE)



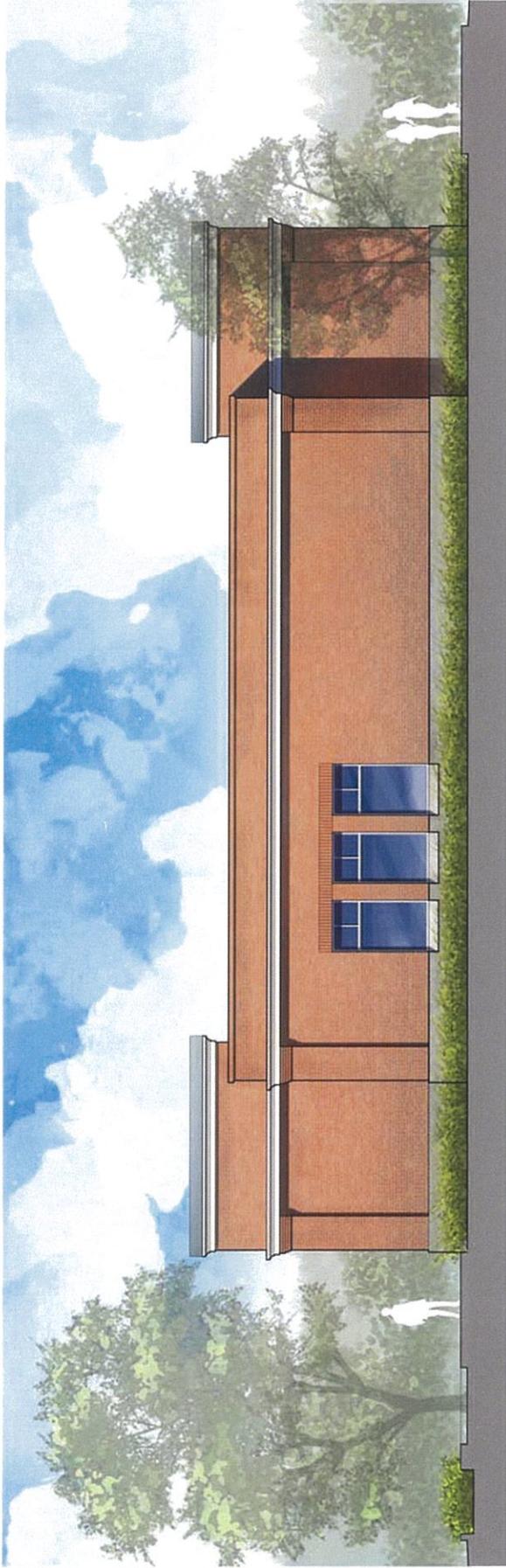
NORTH ELEVATION (SEBASTOPOL AVE)



EAST ELEVATION (BARNES AVE)



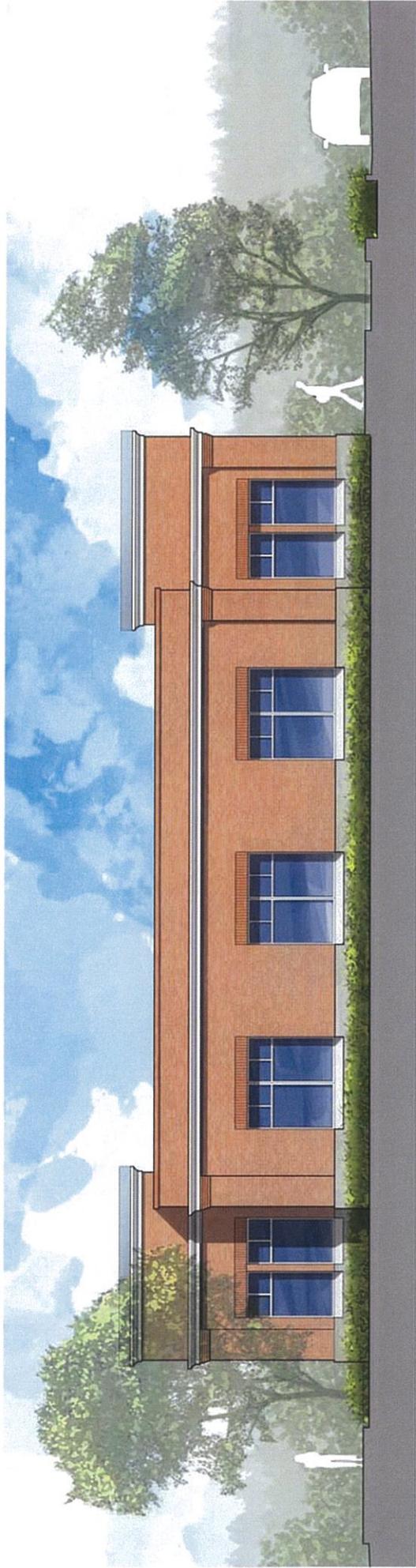
SOUTH ELEVATION (PARKING)



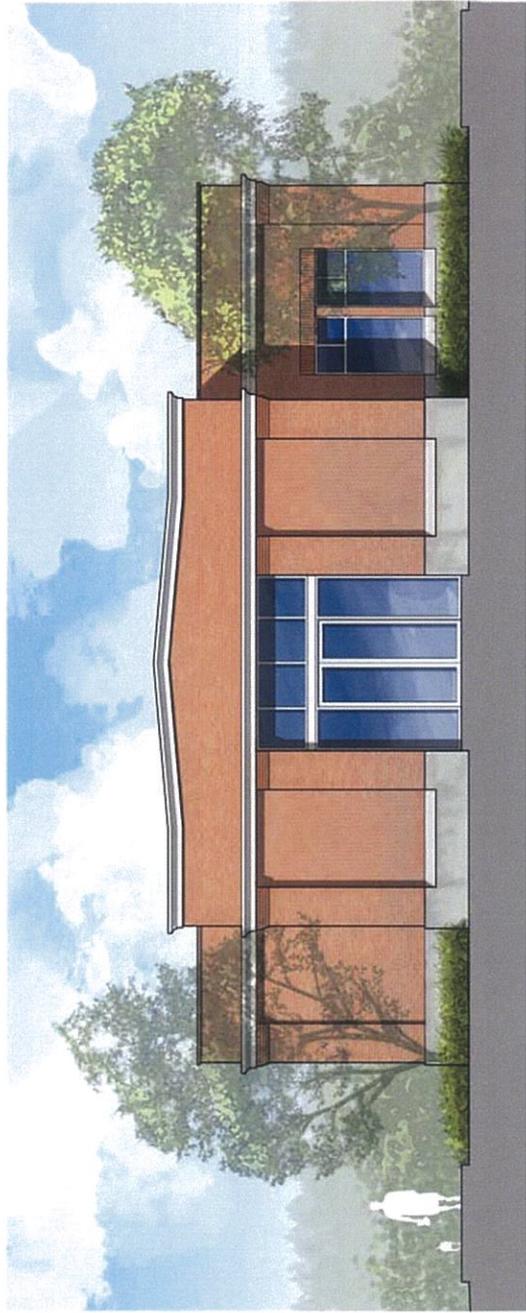
SOUTH ELEVATION (ABBOT AVE)



WEST ELEVATION (PETALUMA)



NORTH ELEVATION (FACING PHARMACY)



EAST ELEVATION (BARNES AVE)

CVS pharmacy

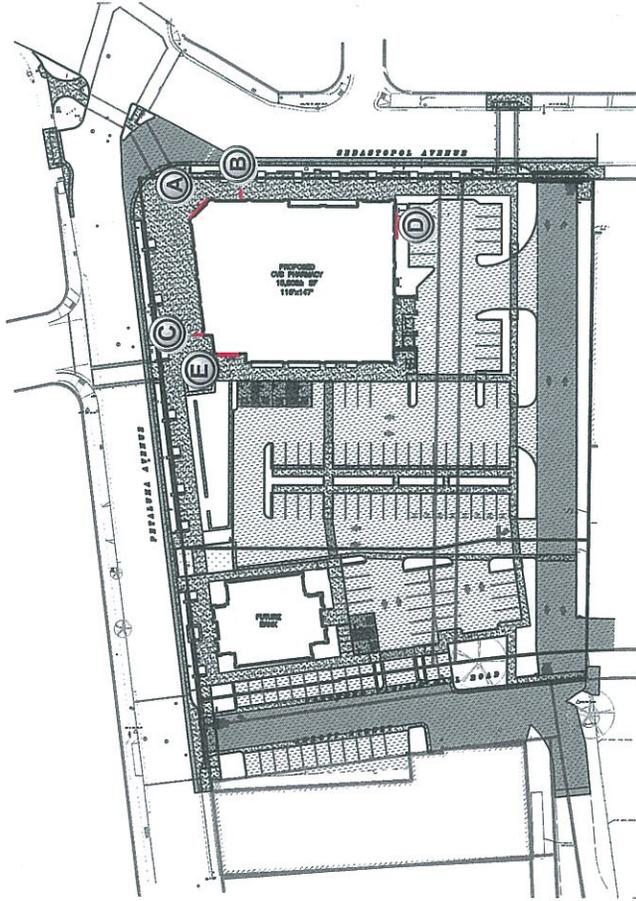
SEC Sebastopol & Petaluma
Sebastopol, CA

BRANDING BOOK

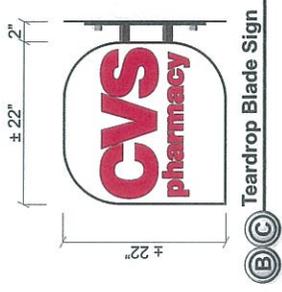


COAST SIGN
I N C O R P O R A T E D
1300 West Embassy St., Anaheim, CA 92802
(714) 520-9144 FAX: (714) 520-5647

SITE PLAN



SIGNS



CVS/pharmacy	CODE ALLOWED SIGNAGE	LOCATION: ADDRESS: SEC Sebastopol & Petaluma Sebastopol, CA	FILE:	REVISED:	DESIGN DRAWING 1 of 3
			DATE: 12-20-11 DRAWN: Paula M.		Request Number: DEV-CVS1-00499-R3 File Location: W:\CVS\Art\Drawings\DEV\CVS1-00499

(B) (A)



WEST ELEVATION

Scale: NTS

(A) (C)



NORTH ELEVATION

Scale: NTS

CVS/pharmacy

**CODE ALLOWED
SIGNAGE**

LOCATION:

ADDRESS: SEC Sebastopol & Palaluma

Sebastopol, CA

FILE:

DATE: 12-20-11

DRAWN: Paula M.

REVISED:

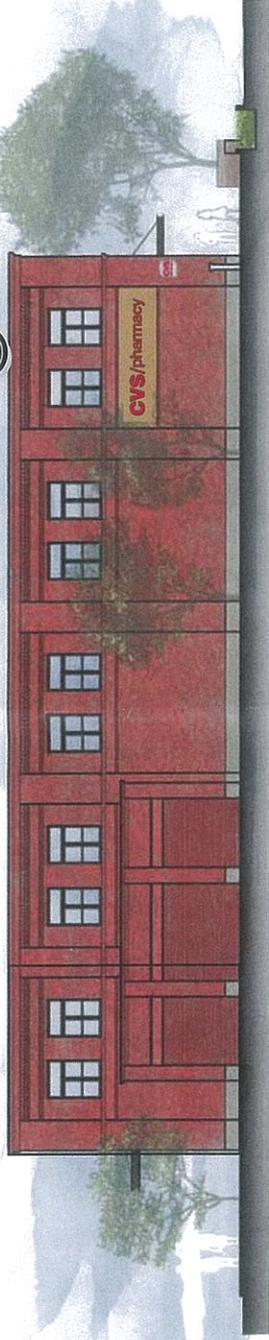
DESIGN DRAWING 2 of 3

Request Number:

DEV-CVS1-00499-R3

File Location:

W:\CVS\ArtDrawings\DEV-CVS1-00499



EAST ELEVATION

Scale: NTS



SOUTH ELEVATION

Scale: NTS

CVS/pharmacy	CODE ALLOWED SIGNAGE		LOCATION:	FILE:	REVISED:	DESIGN DRAWING 3 of 3
	ADDRESS: SEC Sebastopol & Petaluma Sebastopol, CA		DATE: 12-20-11	DRAWN: Paula M.	Request Number: DEV-CVS1-00499-R3	File Location: W:\CVS\A\Drawings\DEV\CVS1-00499

Exhibit B: Site Plan

Exhibit C: Parcel Plan

Exhibit D: W-Trans Proposal

June 2, 2014

Traffic Signal Operation Optimization Review

This outlines a scope and fee to review traffic signal operations in Sebastopol and identify options for improvements. The review will include a mix of individual intersection observation and traffic signal simulation. The study intersections included in the evaluation would include:

1. SR 12 (Sebastopol Avenue)/Morris Street
2. SR 12 (Sebastopol Avenue)/SR 116 (Petaluma Avenue)
3. Bodega Avenue-SR 12 (Sebastopol Avenue)/SR 116 (N Main Street)
4. Bodega Avenue/Dutton Avenue-Jewell Avenue
5. SR 116 (N Main Street)/SR 116 (McKinley Street)
6. SR 116 (N Main Street)-SR 116 (Healdsburg Avenue)/N Main Street-High School Road

Individual Intersection Review

Conduct a field review of each signalized intersection to review operations. Obtain a record of the existing timing sheets. Verify proper operation of detection. Make note of sub-optimal operations and develop recommendations for improvements. Inventory existing traffic signal interconnect programming or hardware.

Observe each intersection for a minimum of one hour and peak hour operations for several cycles during the morning and evening commute peak times. Record cycle lengths. Make observations of pedestrian volumes and the number of pedestrian actuations in the typical cycle.

Obtain a printout of collision data for the most recent five year period.

This scope does not include payment of Caltrans fees for State staff time, including permit fees.

Corridor Review

Obtain a copy of the most recent available peak hour turning movement counts from available traffic studies. Supplemental 24-hour machine counts will be collected at up to 4 locations. Build a Synchro model to test for optimum operations.

- Determine Natural cycle lengths for each intersection and compare to field notes. Calibrate model to field-measured operations.
- Determine critical intersection (the one that controls the minimum cycle length)
- Review possible improvement options, such as time-of-day interconnect with existing equipment, and with hardware upgrades such as GPS clocks, interconnect cable, and new interconnect software.
- Prepare cost estimates for implementing options

During the simulation/evaluation tasks, we will determine if a revised phasing plan & cycle lengths reduce delay for the system.

Prepare a draft report to summarize findings and recommendations. Summarize data obtained or collected. Present cost-benefit comparison of alternatives. Recommend optimum alternative. We will recommend what type of system would be most effective: a) existing equipment, b) upgraded equipment or c) an enhanced system which includes smart loops, volume monitoring, "adaptive" signal timing and coordination.

Fee
\$45,000

Steve Weinberger, PE, PTOE, Principal
Whitlock & Weinberger Transportation, Inc. (W-Trans)
490 Mendocino Avenue, Suite 201
Santa Rosa, CA 95401
voice: (707) 542-9500 / cell: (707) 480-7491 / fax: (707) 542-9590
www.w-trans.com

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