

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

MP 414 Petaluma Associates, LP
c/o MidPen Housing Corporation
303 Vintage Park Drive, Suite 250
Foster City, CA 94404
Attn: Riley Weissenborn

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Exempt from the fee per GC 27388.1(a)(2);
Executed or recorded by government agency.
APN 006-163-044

Transfer Tax Exempt - R&T 11911 No Consideration for
value less than \$100

EASEMENT AGREEMENT

This Easement Agreement (“Agreement”) is made by and between the **Sonoma County Water Agency**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of California (hereinafter referred to as the “Sonoma Water”) and **MP 414 Petaluma Associates, LP**, a California limited partnership (hereinafter referred to as “MidPen”).

R E C I T A L S

WHEREAS, Sonoma Water is the owner of certain real property within City of Petaluma, County of Sonoma, State of California, commonly known as Sonoma County Assessor’s Parcel Number 006-163-037, and being more particularly described as follows:

All that certain real property conveyed to the Sonoma County Flood Control and Water Conservation District by that certain Grant Deed recorded on April 11, 1961, in Book 1817 of Official Records of Sonoma County, California, beginning at page 814 (hereinafter referred to as “Sonoma Water’s Property”); and

WHEREAS, MidPen desires to obtain easements over portions of Sonoma Water’s Property for the construction and maintenance of improvements as shown on the improvement plans entitled “414 Petaluma Boulevard Apartments, Site Improvement Plans”, dated June 24, 2020, prepared by Adobe Associates, Inc., and “414 Petaluma Boulevard Apartments, Entitlement Set”, dated March 18, 2020, prepared by LPAS Architecture + Design (hereinafter referred to as the “Project Improvements”), as said improvement plans have been approved for construction by Sonoma Water (collectively such approved plans being referred to as the “Project Improvement Plans”).

NOW, THEREFORE, for good and valuable consideration and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, Sonoma Water and MidPen covenant and agree as follows:

A G R E E M E N T

1. Grant of Non-Exclusive Easement. Sonoma Water hereby grants to MidPen, its successors and assigns, non-exclusive easements over the areas described in Exhibit A and shown for reference in Exhibit A-1 (collectively, the “Easement Areas”) of the nature, character and extent, and subject to the conditions, set forth in this Agreement (collectively, the “Easements”), which shall be appurtenant to the lands of MidPen as described in that certain Grant Deed recorded April 11, 2021, as Document 2021058531, Official Records of the County of Sonoma, and more commonly known as Sonoma County Assessor’s Parcel 006-163-044 (hereinafter referred to as “MidPen’s Property”).

2. Description of Easement over Sonoma Water Property. The Easements granted over the Easement Areas are perpetual easements for the purposes of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using the Project Improvements as follows:

- (i) “Easement Area 1” as described in Exhibit A and shown for reference in Exhibits A-1 and A-2 attached hereto, for landscaping improvements, as shown on the Project Improvement Plans;
- (ii) “Easement Area 3-1” and “Easement Area 3-2” as described in Exhibit A and shown for reference in Exhibit A-1 attached hereto, for walkway and driveway improvements as shown on the Project Improvement Plans, together with the right of ingress and egress to and from Oak Street across Sonoma Water’s Property;
- (iii) “Easement Area 4” as described in Exhibit A and shown for reference in Exhibit A-1 attached hereto, for joint utility trench improvements to be constructed in connection with utility services extensions to be provided to the Project Improvements. MidPen shall ensure that each utility intending to use the joint trench obtain an easement from Sonoma Water prior to installation of those utilities; and
- (iv) “Easement Area 5” as described in Exhibit A and shown for reference in Exhibit A-1 attached hereto, for storm drain outfall improvements, as shown on the Project Improvement Plans.

Notwithstanding the foregoing, the use of the Easements by MidPen, its successors and assigns, shall not (i) materially interfere with Sonoma Water’s use of Sonoma Water’s Property, or (ii) materially interfere with, damage or restrict Sonoma Water’s use of any present or future improvements belonging to Sonoma Water and located at Sonoma Water’s Property (collectively, the “Sonoma Water Improvements”). Notwithstanding the forgoing, or anything to the contrary contained herein, to the extent that any rights granted to MidPen under this Agreement may conflict with Sonoma Water’s use of Sonoma Water’s Property or the Sonoma Water Improvements, the parties agree to meet and confer to resolve such conflict in a manner that does not interfere with Sonoma Water’s use of Sonoma Water’s Property, the Sonoma Water Improvements or Sonoma Water’s ability to exercise its rights and perform its governmental functions. Nothing in this Agreement restricts the right of Sonoma Water to install, construct, operate and maintain both its existing improvements and any future improvements on, under, across or over Sonoma Water’s Property in a manner that does not materially interfere with the rights granted to MidPen herein.

3. Term. The Easements shall continue indefinitely so long as MidPen, its successors and assigns, are in compliance with the terms and conditions of this Agreement.

4. Construction on Sonoma Water Property. Sonoma Water also grants to MidPen, its successors and assigns, a revocable license for construction activities required for the construction of the Project Improvements and alteration(s) of the Project Improvements on the Sonoma Water Property within the Easement Areas, or for the use of adjoining Sonoma Water Property for any other purposes relating to the Project Improvements, subject to MidPen's compliance with the Project Improvement Plans. Sonoma Water agrees not to revoke such license prior to the completion of such Project Improvements in accordance with the Project Improvement Plans so long as the licensee is in compliance with the terms of this Agreement.

The terms of such license are as follows:

(a) Completion of Installation of Improvements. Upon completion of the authorized work, a letter certifying that construction was in conformance with the plans and conditions shall be submitted to Sonoma Water by Licensee.

(b) Taxes. MidPen agrees to pay any and all lawful taxes, assessments, or charges, which may at any time be levied by any public entity upon any improvements made as a result of the revocable license, or any possessory interest, which MidPen may have under this revocable license.

(c) Possessory Interest. MidPen expressly recognizes and understands that this revocable license may create a possessory interest subject to property taxation and that MidPen may be subject to the payment of property taxes levied on such interest.

(d) Inspection. Sonoma Water shall be permitted to enter and inspect the Sonoma Water's Property and the Easement Areas, during construction and thereafter, at any and all times.

(e) Insurance. With respect to the rights granted hereunder, MidPen shall, during the term of the revocable license, maintain and shall require all of its contractors and subcontractors to maintain insurance as described below:

(i) Insurance Policies.

(A) **Workers' Compensation Insurance** with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

This policy shall not be canceled or materially changed without first giving thirty-day prior written notice to the Sonoma County Water Agency.

(B) **Commercial General Liability Insurance** covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

(1) *The Sonoma County Water Agency, its officers and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this contract.*

(2) *The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.*

(3) *The insurance provided herein is primary coverage to the Sonoma County Water Agency with respect to any insurance or self-insurance programs maintained by Sonoma Water.*

(4) *This policy shall not be canceled or materially changed without first giving thirty-day prior written notice to the Sonoma County Water Agency.*

(C) **Automobile Liability Insurance** covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be canceled or materially changed without first giving thirty-day prior written notice to the Sonoma County Water Agency.

(ii) Insurance Documentation. The following documentation shall be provided to Sonoma Water:

(A) Properly executed Certificates of Insurance clearly evidencing all coverage, limits, and endorsements required above. Said Certificates shall be provided prior to construction by MidPen.

(B) Signed copies of the specified endorsements for each policy.

(C) Upon Sonoma Water's written request, certified copies of insurance policies. Said policy copies shall be provided within thirty days of Sonoma Water's request.

(iii) Insurance Policy Obligations. MidPen's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(iv) Material Breach. If MidPen, for any reason, fails to maintain insurance coverage, which is required pursuant to this revocable license, the same shall be deemed a material breach of revocable license. Sonoma Water may terminate this revocable license and obtain damages from the MidPen resulting from said breach, after written notice of default if not cured by MidPen within thirty (30) days. Alternatively, Sonoma Water may purchase such required insurance coverage, and without further notice to MidPen. These remedies shall be in addition to any other remedies available to the Sonoma Water.

(f) Indemnity. MidPen shall, during the term of the revocable license, require all of its contractors and subcontractors to indemnify Sonoma Water as provided in Paragraph 7 of this Agreement.

5. Maintenance of Easement. MidPen shall maintain all Project Improvements within the Easement Areas at MidPen's sole cost and expense. Any reconstruction or maintenance activities performed by MidPen and related to MidPen's use of the Easements shall not unreasonably interfere with Sonoma Water's continued use of Sonoma Water's Property or the Easement Areas. MidPen shall not materially alter or reconstruct any Project Improvements located within the Easement Areas without first obtaining (i) Sonoma Water's written approval of the plans for such alteration or reconstruction, and (ii) a revocable license for such alteration or reconstruction as specified in Section 4 above (which license Sonoma Water shall agree not to revoke until such alteration or reconstruction has been completed in accordance with the approved plans therefor so long as the licensee is in compliance with the terms of this Agreement).

6. Waste or Nuisance; Sonoma Water's Rights in Property. MidPen shall not commit or suffer: (a) any waste or nuisance on the Easement Areas; (b) any action or use of the Easement Areas which materially interferes or conflicts with the existing uses of the Easement Areas or Sonoma Water Property by Sonoma Water or any authorized person; or (c) any action on the Easement Areas in violation of any law or ordinance. Except as otherwise provided in this Agreement, MidPen shall not undertake or permit any activity or use on the Easement Areas that is inconsistent with the purpose of this Agreement, including, without limitation, the following activities: (a) constructing, reconstructing, replacing, repairing, or maintaining any building, structure, utilities, or other improvement other than those which are required by the construction, operation, and maintenance of Project Improvements; (b) altering the surface or contour of the land in any manner not consistent with the Project Improvements, including, but not limited to, excavating or removing soil, sand, gravel, rock, sod, trees, shrubs, plants or vegetation; (c) degrading or eroding the soil or polluting any surface or sub-surface waters; (d) dumping, accumulating, or storing trash, ashes, garbage, waste, junk, non-operative vehicles, or other materials; (e) damaging the integrity of the surface beyond normal wear and tear; (f) exploring for or developing and extracting minerals and hydrocarbons by any mining method, surface or otherwise; (g) parking any vehicle; and (h) placing or leaving any personal property of MidPen or MidPen's tenants.

7. Non-Liability of Sonoma Water; Indemnity. Sonoma Water and its officers, agents, and employees shall not be liable to MidPen or any third party for any injury, loss, or damage arising out of or in connection with MidPen's use of the Easements granted herein. MidPen agrees to defend, indemnify, hold harmless, and release Sonoma Water, and its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including MidPen, relating to the Project Improvements or to the use of the Easements granted herein or to any license granted under Sections 4 or 5, whether or not there is concurrent negligence on the part of Sonoma Water, but excluding, to the extent required by law, liability due to the sole active negligence or sole willful misconduct of Sonoma Water. MidPen agrees to compensate Sonoma Water for any damage to Sonoma Water Property as a result of the construction, operation, or maintenance of said Project Improvements. If either future laws and/or regulations, or Sonoma Water's operational, maintenance, safety, security needs or necessities require greater separation or

clearance between any element of the Project Improvements, and any Sonoma Water Improvements (including future improvements), MidPen shall, to the extent possible, relocate the Project Improvements or any portions or elements thereof that are required in connection therewith, and shall be responsible for any and all costs associated with said relocation.

8. Enforcement. If through inspection or otherwise Sonoma Water determines that MidPen is in violation of the provisions of this Agreement or that a violation is threatened, Sonoma Water shall give written notice to MidPen of such violation and demand corrective action sufficient to cure the violation. If MidPen fails to cure the violation within thirty (30) days after receipt of notice thereof from Sonoma Water, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Sonoma Water may bring an action to enforce the provisions of this Agreement, enjoin the violation, recover damages and reasonable enforcement costs for the violation, and require restoration of the Easement Areas to the condition that existed prior to the violation. If Sonoma Water reasonably determines that circumstances require immediate action to prevent or mitigate a violation or threatened violation of the provisions of this Agreement that would result in damage to Sonoma Water or third parties, Sonoma Water may pursue its remedies under this paragraph without prior notice to MidPen and without waiting for the period for cure to expire.

9. Enforcement Discretion. Enforcement of the provisions of this Agreement shall be at the discretion of the parties, and any forbearance by a party to exercise its rights under this Agreement in the event of any breach of any provision of this Agreement by the other party shall not be deemed or construed to be a waiver by the party of such provision or of any subsequent breach of the same or any other provision of this Agreement or of any of the party's rights under this Agreement. No delay or omission by a party in the exercise of any right or remedy upon any breach by the other party shall impair such right or remedy or be construed as a waiver.

10. Access and Control. Except as otherwise expressly provided in this Agreement, Sonoma Water retains the exclusive right of access to and control over the Easement Areas. Nothing contained in this Agreement shall be construed as precluding Sonoma Water's right to grant access to third parties across the Easement Areas, as long as such actions do not interfere with MidPen's reasonable use of the Easements hereunder.

11. Successors. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, heirs, assigns and transferees.

12. Amendment. If circumstances arise under which an amendment or modification of this Agreement would be appropriate, MidPen and Sonoma Water shall be free to jointly amend this Agreement. Any such amendment shall be recorded in the Office of the Sonoma County Recorder.

13. Notices. Any notice, demand, request, approval, or other communication that either party desires or is required to be given under this Agreement shall be in writing and may be given by personal delivery or by mail. Notices, demands, requests, approvals, or other communications sent by mail should be addressed as follows:

Sonoma Water: Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403

MidPen: MP 414 Petaluma, LP
c/o MidPen Housing Corporation
303 Vintage Park Drive, Suite 250
Foster City, CA 94404
Attn: Riley Weissenborn

With a copy to:

Bank of America, N.A.
225 Franklin Street
Mail Code: MA1-225-02-02
Boston, MA 02110

And, when so addressed, shall be deemed given upon deposit in the United States Mail, registered or certified, return receipt requested, postage prepaid. In all other instances, notices, demands, requests, approvals, or other communications shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the persons to whom notices, demands, requests, approvals, or other communications are to be given by giving notice pursuant to this section.

14. Applicable Law and Forum. Interpretation and performance of this Agreement shall be governed by California law and any action to enforce the provisions of this Agreement or the breach thereof shall be brought and tried in the County of Sonoma.

15. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

16. Integration. This Agreement is the final and complete expression of the agreement between the parties and any and all prior or contemporaneous agreements written or oral are merged into this instrument.

17. Captions. The captions in this Agreement have been included solely for convenience of reference. They are not a part of this Agreement and shall have no effect upon its construction or interpretation.

18. Survival of Agreement. This Agreement, including all representations, warranties, covenants, agreements, releases and other obligations contained herein, shall survive the closing of this transaction and recordation of any deed or other document related hereto.

19. Title to Sonoma Water Property. It is understood that MidPen did not provide a title report or obtain title insurance for the easement rights to be acquired from Sonoma Water under this Agreement. In addition to any indemnification granted under Section 7 above, MidPen further agrees to defend, indemnify, hold harmless, and release Sonoma Water, and its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be

asserted by any person or entity, including MidPen, relating to any third party rights that may exist on Sonoma Water Property that would be damaged by the Project Improvements. Sonoma Water provides no warranty, expressly or implied, that Sonoma Water has the sole right to grant the necessary easement rights to MidPen. MidPen agrees to indemnify Sonoma Water from and against any claims or liabilities arising from construction, operation, or maintenance of said Project Improvements that are asserted by third parties claiming property rights in the Easement Areas.

20. Consideration. As consideration for the rights granted to MidPen, its successors and assigns under this Agreement, MidPen shall reimburse Sonoma Water for the staff costs and other expenses that are reasonably incurred by Sonoma Water in connection with its review, comment and approval of the Project Improvement Plans and its preparation, processing, approval, execution and recording of this Agreement.

[remainder of page left intentionally blank; signature page follows]

IN WITNESS WHEREOF, Sonoma Water and MidPen have executed this Agreement as set forth below.

Sonoma County Water Agency:

Executed by the Sonoma County Water Agency this _____ day of _____, 2022, pursuant to authority granted by Agenda Item No. _____ dated _____:

By: _____ Date: _____
Grant Davis, General Manager

Approved as to Form:

By: _____ Date: _____
Adam Brand
Deputy County Counsel

MidPen:

MP 414 Petaluma Associates, LP,
a California limited partnership

By: MP 414 Petaluma LLC,
a California limited liability company,
its general partner

By: Mid-Peninsula Pickering, Inc.,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____ Date: _____
Jan M. Lindenthal
Assistant Secretary

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)
) ss.
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

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)
) ss.
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

Exhibit A

Easement Area 1

Real Property situated in the City of Petaluma, County of Sonoma, State of California described as follows:

A portion of the lands of Sonoma County Flood Control and Water Conservation District, a political subdivision of the State of California (SCWA) as described in that certain Grant Deed recorded in Book 1817 of Official Records, page 614, Sonoma County Records and said portion being more particularly described as Easement Area 1 as follows:

Easement Area 1

Beginning at a found lead and tag tagged LS 4523 set in the concrete sidewalk and marking the northwest corner of said lands of SCWA; thence from said point of beginning and along the northerly line of said lands of SCWA, N 76°03'27" E, 296.95 feet to the northwest corner of said lands of SCWA marked by a found ¾ inch iron pipe tagged LS 4523; thence along the arc of a non-tangent curve to the right from which the center of said arc bears S 83°55'13" E, 729.30 feet, said arc has an arc length of 10.69 feet and included angle of 00°50'23" to the southeast corner of said lands of SCWA from which a found ¾ inch iron pipe no tag bears S 76°03'27" W 0.43 feet; thence from said southeast corner, along the southerly line of said lands of SCWA, S 76°03'27" W, 293.62 feet, to the southwest corner of said lands of SCWA; thence northerly and along the wester line of said lands of SCWA, N 12°27'41" W, 10.06 feet, to the **Point of Beginning**. Encompassing 2,972 square feet, more or less

Excepting therefrom that portion of said land described as **Easement Area 3-1**, more particularly described as follows:

Easement Area 3-1

Commencing at a found lead and tag tagged LS 4523 set in the concrete sidewalk and marking the northwest corner of said lands of SCWA; thence from said point of commencement and along the northerly line of said lands of SCWA, N 76°03'27" E, 183.00 feet to the **Point of Beginning** of the herein described easement; thence from said **Point of Beginning** and continuing along the northerly line, N 76°03'27" E, 10.00 feet; thence leaving said line, S 13°56'33" E, 10.06 feet, to the southerly line of said lands of SCWA; thence along said line S 76°03'27" W, 10.00 feet; thence leaving said southerly line, N 13°56'33" W, 10.06 feet, to the **Point of Beginning**. Encompassing 101 square feet, more or less.

Also excepting therefrom that portion of said lands described as **Easement Area 3-2**, more particularly described as follows:

Easement Area 3-2

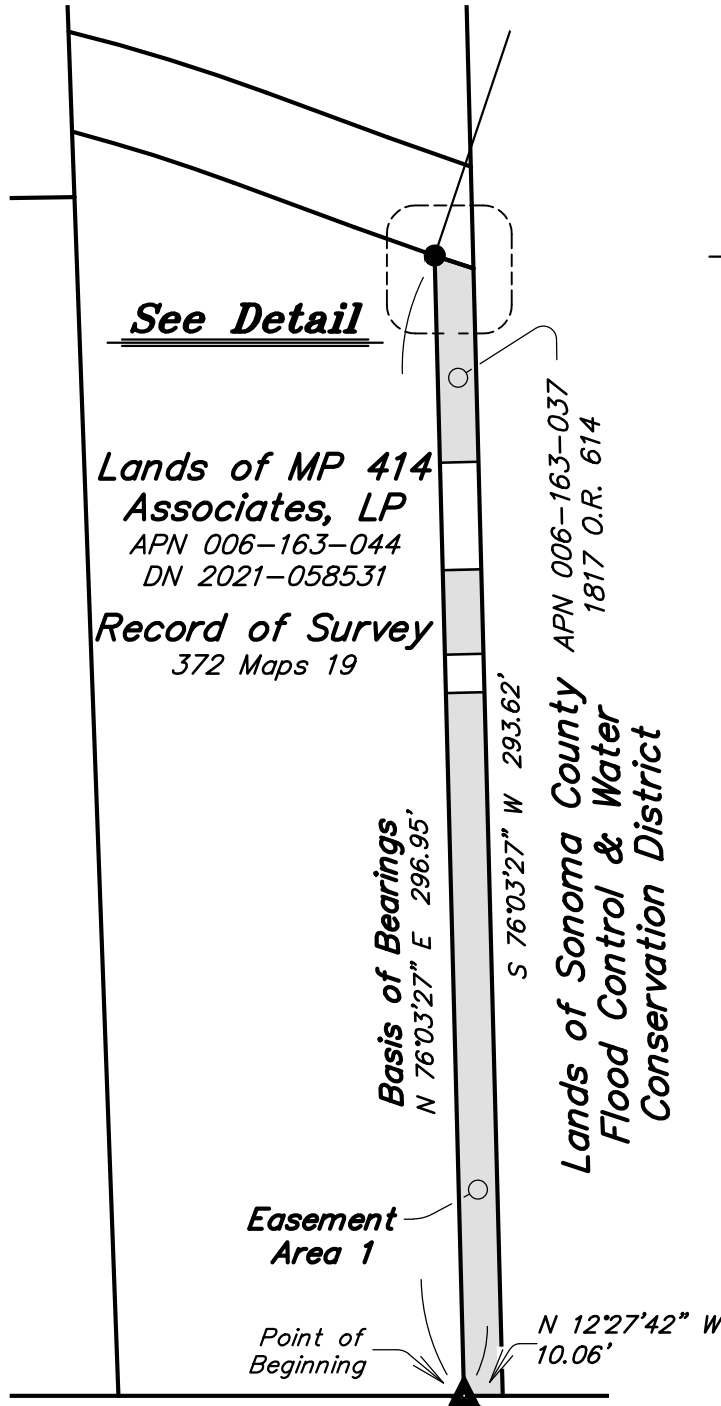
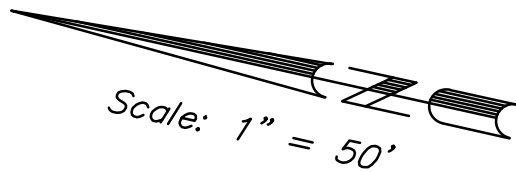
Commencing at a found lead and tag tagged LS 4523 set in the concrete sidewalk and marking the northwest corner of said lands of SCWA; thence from said point of commencement and along the northerly line of said lands of SCWA, N 76°03'27" E, 215.00 feet to the **Point of Beginning** of the herein described easement; thence from said **Point of Beginning** and continuing along the northerly line, N 76°03'27" E, 28.00 feet; thence leaving said line, S 13°56'33" E, 10.06 feet, to the southerly line of said lands of SCWA; thence along said line S 76°03'27" W, 28.00 feet; thence leaving said southerly line, N 13°56'33" W, 10.06 feet, to the **Point of Beginning**. Encompassing 280 square feet, more or less.

Basis of Bearings N 76°03'27" E: being the bearing between the found lead and tag tagged LS 4523 and found 3/4" iron pipe tagged LS 4523 marking the southerly line of the MP 414 Petaluma Associates, LP as described by Grant Deed recorded under Document Number 2021-058531 of Official Records, Sonoma County and as shown on that certain map titled "Record of Survey" filed in book 372 of Maps, page 19, Sonoma County Records.

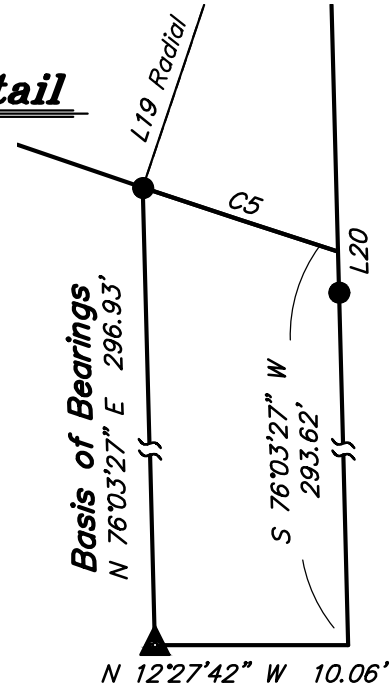
Prepared by: _____
Aaron R. Smith, PLS 7901

Date: _____

Exhibit A-1



Detail



Line Table

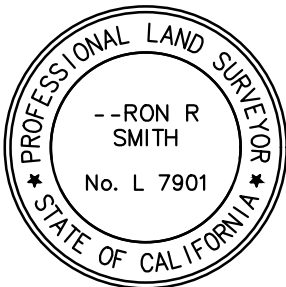
Line #	Direction	Length
L19	S 83°55'13" E	729.30'
L20	S 76°03'27" W	0.43'

Curve Table

Curve #	Radius	Delta	Length
C5	R=729.30'	0°50'23"	10.69'

- Found 3/4" Iron Pipe, LS 4523
- ▲ Found Lead and Nag, LS 4523
- Easement Area 1

Petaluma Blvd. North



January 24, 2022
 Date

Preliminary
 Aaron R. Smith, PLS 7901

Easement Area 1

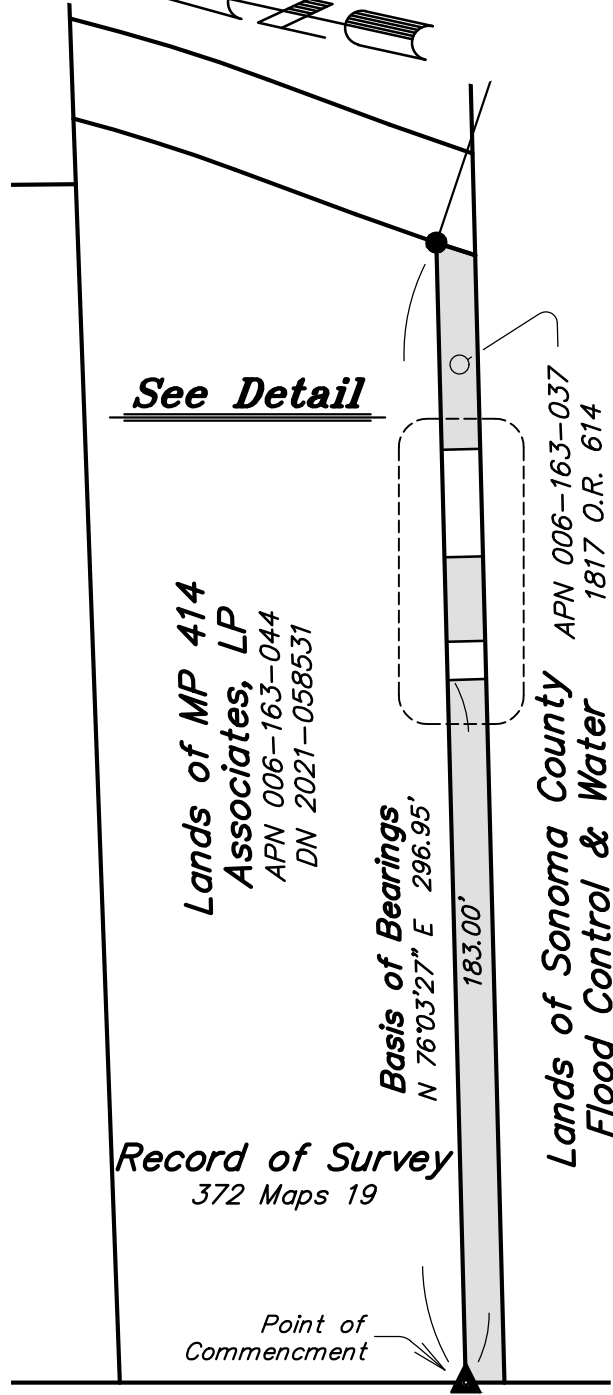
adobe associates, inc.
 civil engineering | land surveying | wastewater
 1220 N. Dutton, Ave., Santa Rosa, Ca. 95401
 P (707) 541-2300; F (707) 541-2301

File: T:\2019 PROJECTS\19174\dwg\dobe-Survey\19174-Esmnt Exhibits.dwg Time: Jan 25, 2022 - 12:59pm

Scale: 1" = 50'

Exhibit A-2

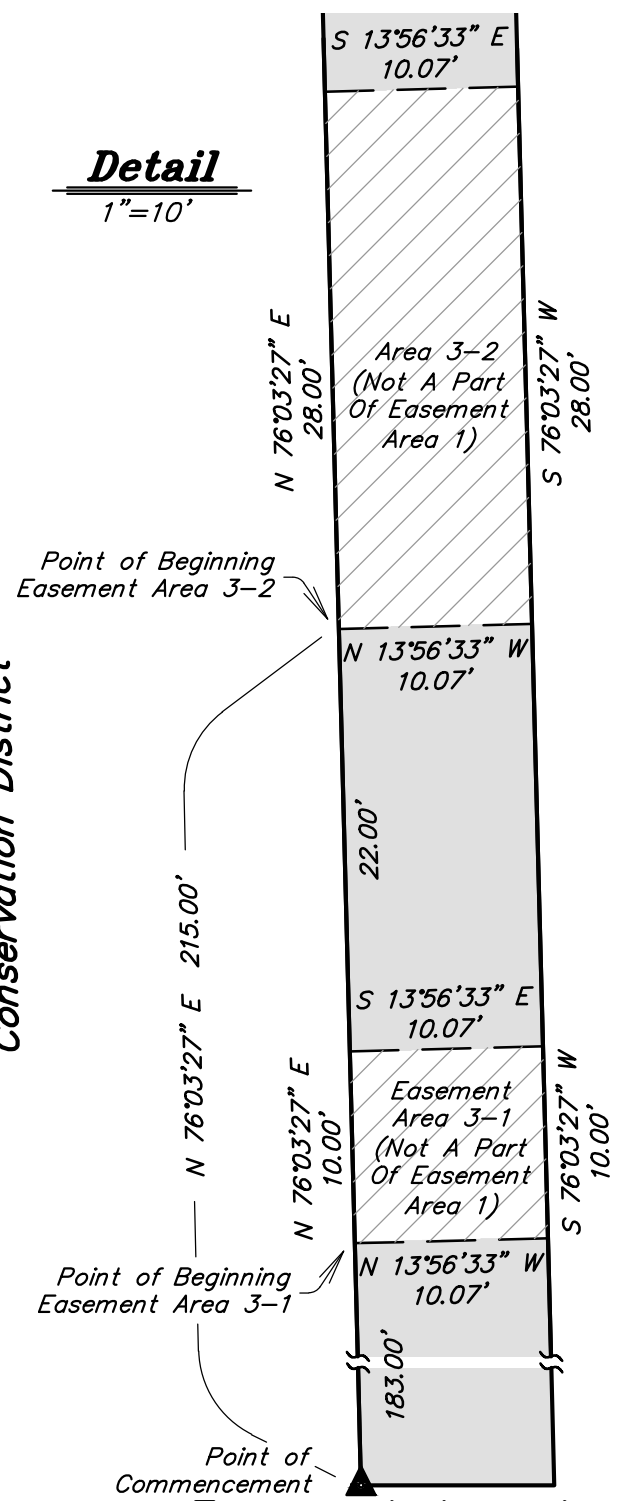
- Found 3/4" Iron Pipe, LS 4523
- ▲ Found Lead and Nag, LS 4523
- Easement Area 1



See Detail

Detail

1" = 10'



Easement Area 1



January 24, 2022
 Date

Preliminary
 Aaron R. Smith, PLS 7901

adobe associates, inc.
 civil engineering | land surveying | wastewater
 1220 N. Dutton, Ave., Santa Rosa, Ca. 95401
 P (707) 541-2300; F (707) 541-2301

Exhibit A

Easement Areas 3-1 & 3-2

Real Property situated in the City of Petaluma, County of Sonoma, State of California described as follows:

Portions of the lands of Sonoma County Flood Control and Water Conservation District, a political subdivision of the State of California (SCWA) as described in that certain Grant Deed recorded in Book 1817 of Official Records, page 614, Sonoma County Records and said portions being Easement Area 3-1 and Easement Area 3-2 more particularly described as follows:

Easement Area 3-1

Commencing at a found lead and tag tagged LS 4523 set in the concrete sidewalk and marking the northwest corner of the lands of Sonoma County Flood Control and Water Conservation District, a political subdivision of the State of California (SCWA) as described in that certain Grant Deed recorded in Book 1817 of Official Records, page 614, Sonoma County Records, and as shown on that certain map titled "Record of Survey" filed July 3, 1985 in book 372 of Maps, page 19, Sonoma County Records; thence from said point of commencement and along the northerly line of said lands of SCWA, N 76°03'27" E, 183.00 feet to the **Point of Beginning** of the herein described easement; thence from said **Point of Beginning** and continuing along the northerly line, N 76°03'27" E, 10.00 feet; thence leaving said line, S 13°56'33" E, 10.06 feet, to the southerly line of said lands of SCWA; thence along said line S 76°03'27" W, 10.00 feet; thence leaving said southerly line, N 13°56'33" W, 10.06 feet, to the **Point of Beginning**. Encompassing 101 square feet, more or less.

Encompassing 101 square feet more or less, and being a portion of Assessor's Parcel Number 006-163-037.

Easement Area 3-2

Commencing at a found lead and tag tagged LS 4523 set in the concrete sidewalk and marking the northwest corner of the lands of Sonoma County Flood Control and Water Conservation District, a political subdivision of the State of California (SCWA) as described in that certain Grant Deed recorded in Book 1817 of Official Records, page 614, Sonoma County Records, and as shown on that certain map titled "Record of Survey" filed July 3, 1985 in book 372 of Maps, page 19, Sonoma County Records; thence from said point of commencement and along the northerly line of said lands of SCWA, N 76°03'27" E, 215.00 feet to the **Point of Beginning** of the herein described easement; thence from said **Point of Beginning** and continuing along the northerly line, N 76°03'27" E, 28.00 feet; thence leaving said line, S 13°56'33" E, 10.06 feet, to

the southerly line of said lands of SCWA; thence along said line S 76°03'27" W, 28.00 feet; thence leaving said southerly line, N 13°56'33" W, 10.06 feet, to the **Point of Beginning**. Encompassing 280 square feet, more or less, and being a portion of Assessor's Parcel Number 006-163-037.

Basis of Bearings N 76°03'27" E: being the bearing between the found lead and tag tagged LS 4523 and found ¾" iron pipe tagged LS 4523 marking the southerly line of the Lands of MP 414 Petaluma Associates, LP as described in that certain Grant Deed recorded May 13, 2021 under Document Number 2021-058531 of Official Records, Sonoma County, and as shown on that certain map titled "Record of Survey" filed in book 372 of Maps, page 19, Sonoma County Records.

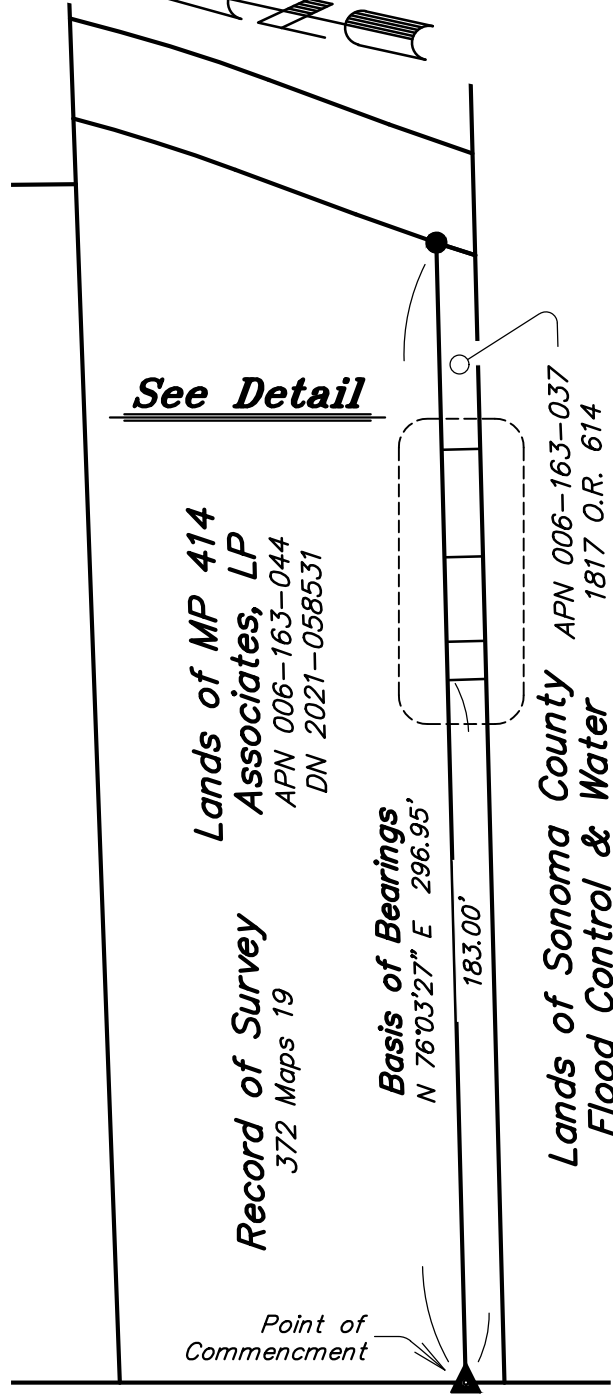
Prepared by: _____
Aaron R. Smith, PLS 7901

Date: _____

File: T:\2019 PROJECTS\19174\dwg\ -dobe-Survey\19174-Esmnt Exhibits.dwg Time: Jan 25, 2022 - 1:06pm

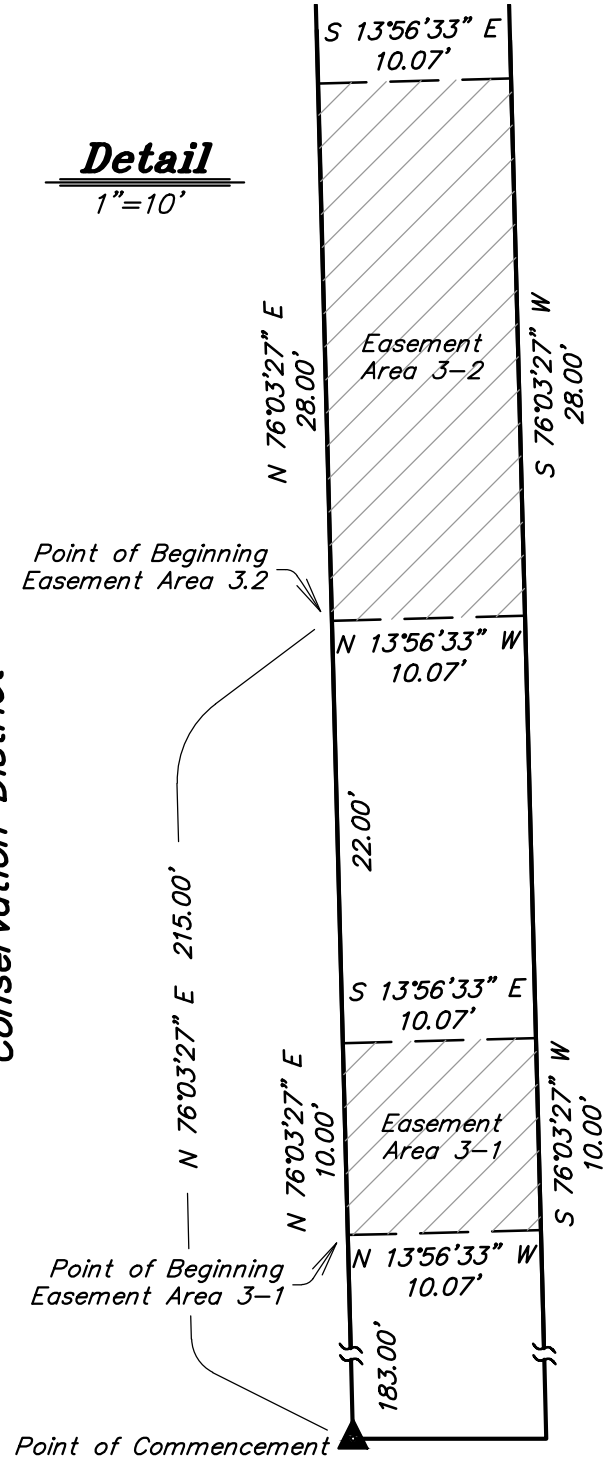
Scale: 1" = 50' Exhibit A-1

- Found 3/4" Iron Pipe, LS 4523
- ▲ Found Lead and Nag, LS 4523
- /// Easement Area



See Detail

Detail 1"=10'



Petaluma Blvd. North



January 24, 2022
Date

Preliminary
Aaron R. Smith, PLS 7901

Easement Areas 3-1 & 3-2
adobe associates, inc.
 civil engineering | land surveying | wastewater
 1220 N. Dutton, Ave., Santa Rosa, Ca. 95401
 P (707) 541-2300; F (707) 541-2301

Exhibit A

Easement Area 4

Real Property situated in the City of Petaluma, County of Sonoma, State of California described as follows:

An easement affecting a 10.00 foot wide strip of the lands of the Sonoma County Flood Control and Water Conservation District, a political subdivision of the State of California (SCWA) as described in that certain Grant Deed recorded in book 1817 of Official Records, page 614, Sonoma County Records and being more particularly described as follows:

Commencing at a found lead and tag tagged LS 4523 set in the concrete sidewalk and marking the northwest corner of said lands of Sonoma County Flood Control and Water Conservation District, a political subdivision of the State of California (SCWA) as described in that certain Grant Deed recorded in book 1817 of Official Records, page 614, Sonoma County Records; thence from said **Point of Commencement** and along the northerly line of said lands of SCWA, N 76°03'27" E, 213.00 feet to the **Point of Beginning** of the herein described easement; thence leaving said northerly line S 14°30'00" E, 10.07 feet, to the southerly line of said lands of SCWA; thence along said southerly line, N 76°03'27" W, 10.00 feet; thence leaving said line N 14°30'00" W, 10.07 feet to the northerly line of said line from which the Point of Beginning is distant along said line 10.00 feet; thence S 76°03'27" W, 10.00 feet, to the **Point of Beginning**.

Affecting 101 square feet, more or less of Assessor's Parcel Number 006-163-037

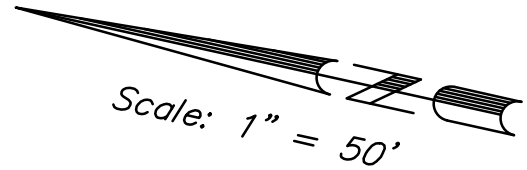
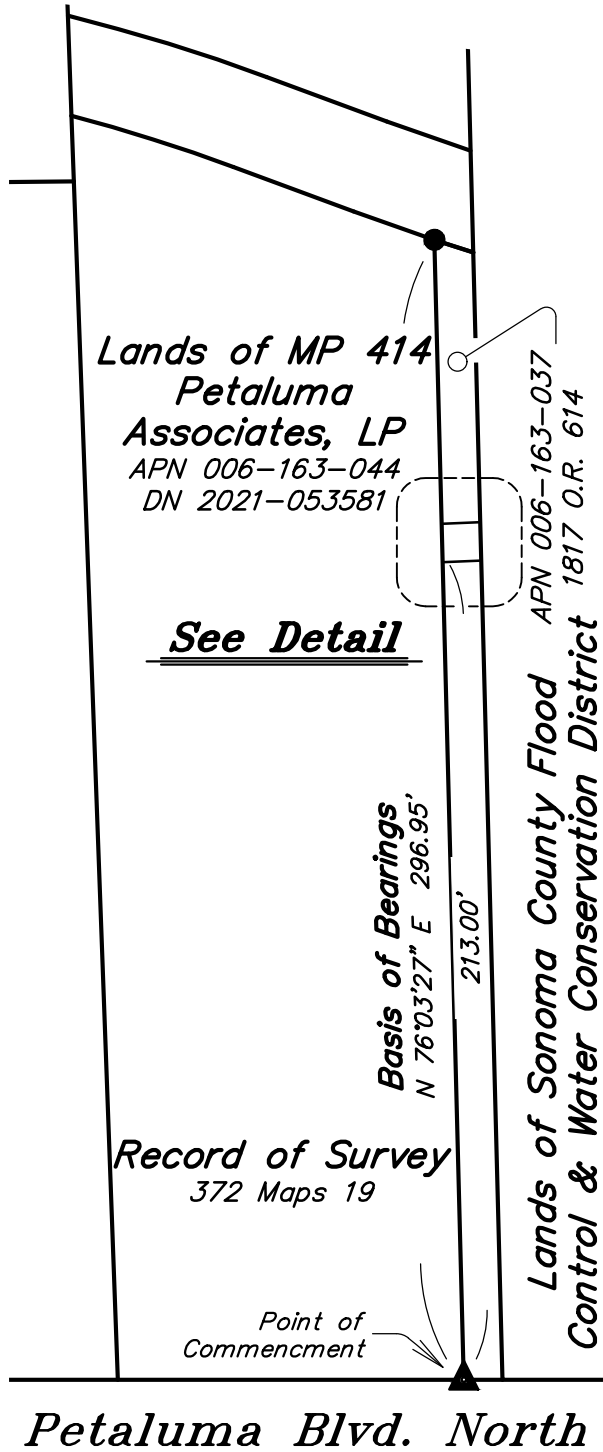
Basis of Bearings N 76°03'27" E: being the bearing between the found lead and tag tagged LS 4523 and found ¾" iron pipe tagged LS 4523 marking the southerly line of the Lands of MP 414 Petaluma Associates, LP, a California limited partnership as described in that Grant Deed recorded May 13, 2021 under Document Number 2021-058531 of Official Records of Sonoma County and as shown on that certain map titled "Record of Survey" filed in book 372 of Maps, page 19, Sonoma County Records.



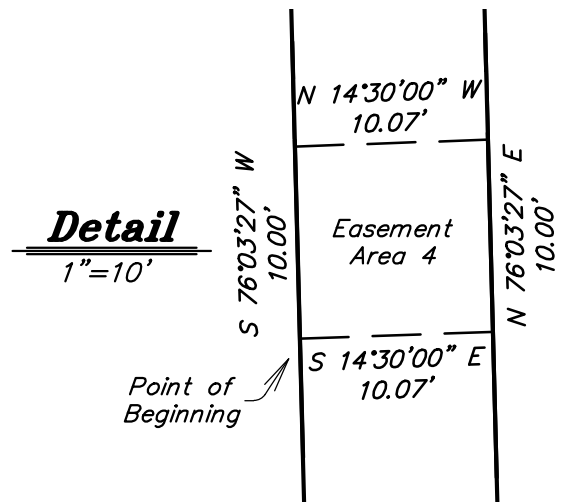
Prepared by: _____
Aaron R. Smith, PLS 7901

Date: _____

Exhibit A-1

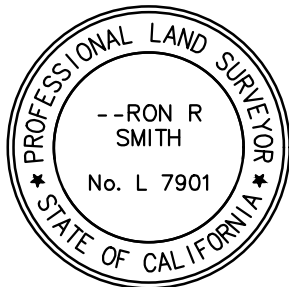


- Found 3/4" Iron Pipe, LS 4523
- ▲ Found Lead and Nag, LS 4523



Being a portion of the Southeast Quarter of the Northwest Quarter of Projected Section 33, Township 5 North, Range 8 West, Mount Diablo Base and Meridian

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December 20, 2021
Date

Preliminary
Aaron R. Smith, PLS 7901

Easement Area 4

adobe associates, inc.
civil engineering | land surveying | wastewater
1220 N. Dutton, Ave., Santa Rosa, Ca. 95401
P (707) 541-2300; F (707) 541-2301

Exhibit A

Easement Area 5

A portion of the lands of Sonoma County Flood Control and Water Conservation District, a political subdivision of the State of California (SCWA) as described in that certain Grant Deed recorded in Book 1817 of Official Records, page 614, Sonoma County Records and being more particularly described as Easement Area 5 as follows:

Easement Area 5

Commencing at a found lead and tag tagged LS 4523 set in the concrete sidewalk and marking the northwest corner of the lands of Sonoma County Flood Control and Water Conservation District, a political subdivision of the State of California (SCWA) as described in that certain Grant Deed recorded in Book 1817 of Official Records, page 614, Sonoma County Records, and as shown on that certain map titled "Record of Survey" filed July 3, 1985 in book 372 of Maps, page 19, Sonoma County Records; thence from said point of commencement and along the northerly line of said lands of SCWA, N 76°03'27" E, 244.00 feet to the **Point of Beginning** of the herein described easement; thence from said **Point of Beginning** and continuing along said northerly line, N 76°03'27" E, 10.87 feet; thence leaving said line, S 37°00'00" E, 10.94 feet, to the southerly line of said lands of SCWA; thence along said line S 76°03'27" W, 10.87 feet; thence leaving said southerly line, N 37°00'00" W, 10.94 feet, to the **Point of Beginning**.

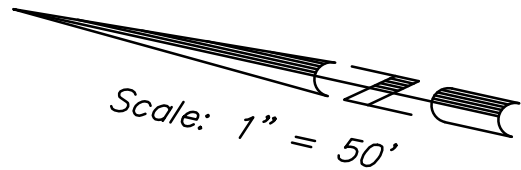
Encompassing 110 square feet, more or less, and being a portion of Assessor's Parcel Number 006-163-037.

Basis of Bearings N 76°03'27" E: being the bearing between the found lead and tag tagged LS 4523 and found ¾" iron pipe tagged LS 4523 marking the southerly line of the Lands of MP 414 Petaluma Associates, LP as described in that Grant Deed recorded May 13, 2021 under Document Number 2021-058531 of Official Records, Sonoma County, and as shown on that certain map titled "Record of Survey" filed in book 372 of Maps, page 19, Sonoma County Records.

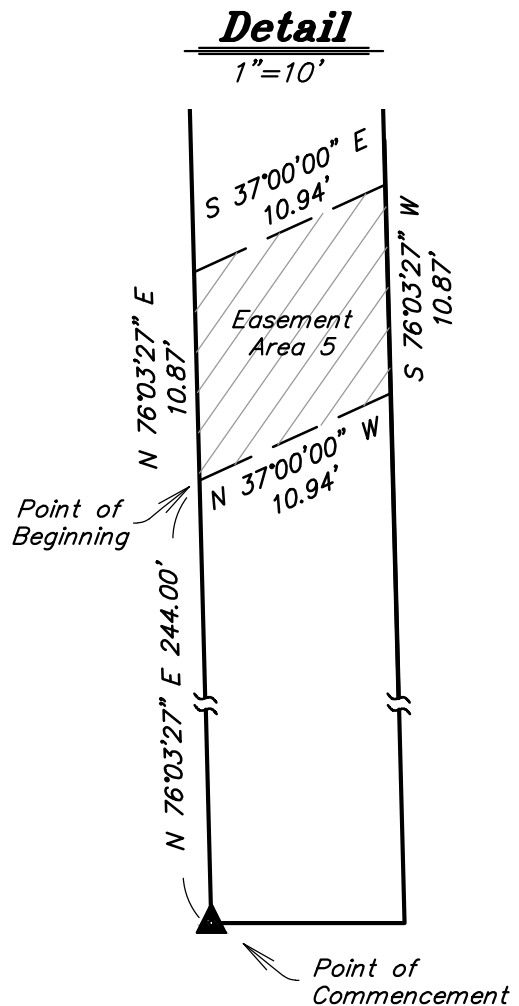
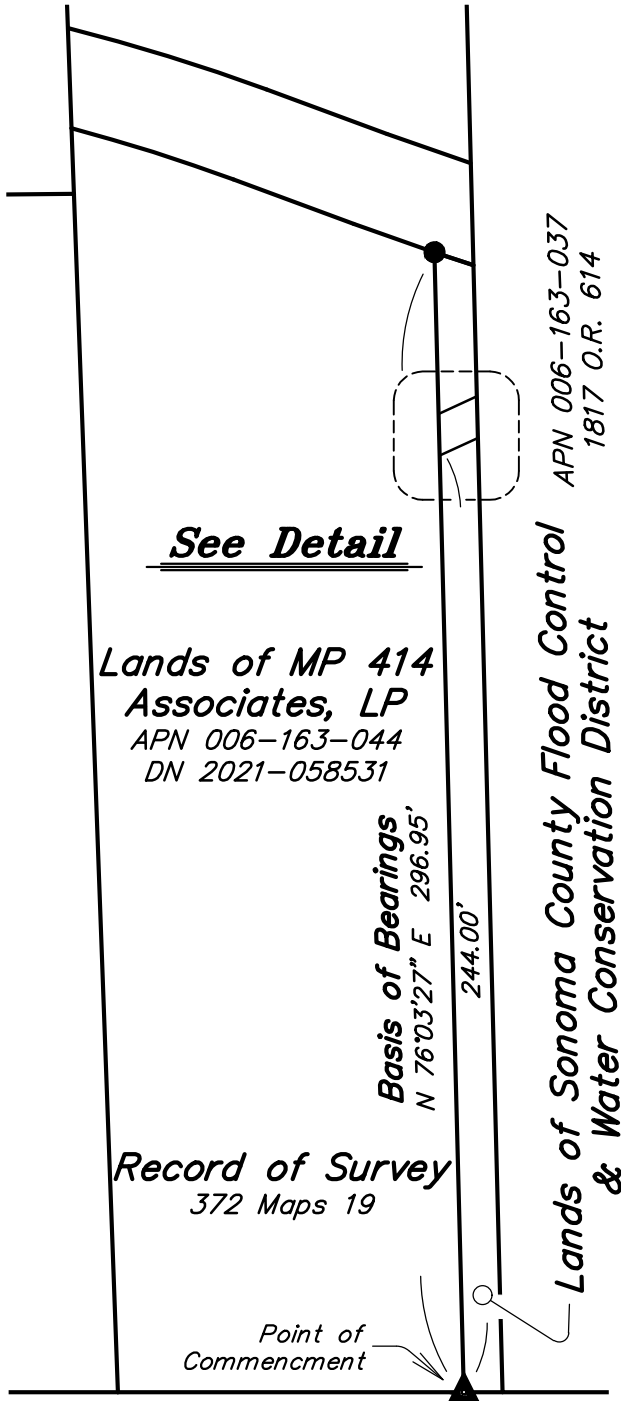
Prepared by: _____
Aaron R. Smith, PLS 7901

Date: _____

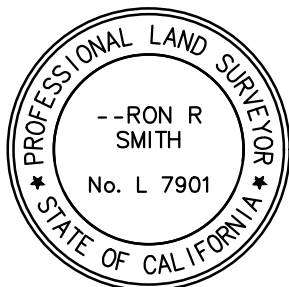
Exhibit A-1



- Found 3/4" Iron Pipe, LS 4523
- ▲ Found Lead and Nag, LS 4523
- /// Easement Area 5



Petaluma Blvd. North



January 24, 2022
Date

Preliminary
Aaron R. Smith, PLS 7901

Easement Area 5

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