

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

Sonoma County Pacific Associates  
430 E. State Street, Suite 100  
Eagle, ID 83616-5901

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Portion of APN 134-132-059

**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 (herein after referred to as the "Sonoma Water") and Sonoma County Pacific Associates, A California Limited Partnership (herein after referred to as the "Grantee").

**R E C I T A L S**

WHEREAS, Sonoma Water is the owner of certain real property situated in Sonoma County, California described as follows:

Being the real property as described in that certain Grant Deed recorded October 31, 1967 in Book 2297, beginning at page 259, of Official Records of Sonoma County, California, Sonoma County Assessor's Parcel Number (A.P.N.) 134-152-059 (hereinafter referred to as the "Sonoma Water Property"); and

WHEREAS, Grantee is the owner of certain adjacent real property situated in Sonoma County, California described as follows:

Being the real property described in that certain Grant Deed recorded May 8, 2020 as Document 2020-035110, Official records of Sonoma County, California, Sonoma County Assessor's Parcel Number (A.P.N.) 134-132-070 (hereinafter referred to as "Grantees' Property"); and

WHEREAS, Grantee desires to obtain a permanent easement over portions of the Sonoma Water Property for the purposes of installation of Storm Drain Outfall improvements required for the Redwood Apartments as shown upon the improvement plans entitled: Improvement Plans, Redwood Apartments, DRH19-0002, APN 134-132-070, 3422 Santa Rosa Avenue, Santa Rosa as said Improvement plans for said Storm Drain Improvements as approved for permitting and construction by the County of Sonoma Permit and Resource Management Department (Permit Sonoma), hereafter the "Project", described as follows:

That portion of the hereinabove described real property more particularly described in

Exhibit "A" and shown for reference in Exhibit "A-1 attached hereto, and by this reference hereby made a part of this Agreement (hereinafter referred to as "Easement Area").

NOW, THEREFORE, for good and valuable consideration and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, Sonoma Water and Grantee 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 Grantee a non-exclusive easement over Easement Area of the nature, character and extent, and subject to the conditions, set forth in this Agreement. The easement granted herein shall be appurtenant to Grantee's Property.

2. Description of Easement over Sonoma Water Property. The easement granted over the Easement Area is a perpetual easement for the purpose of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using the portion of the Project to be located in, upon and under Sonoma Water property, in, under, along, and across the Easement Area and the right at all times to enter in, over and upon said Easement Area for all purposes connected with the laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using the portion of the Project to be located on Sonoma Water Property; provided, however, that said use does not materially damage or restrict Sonoma Water's use of the Sonoma Water Property or the current improvements existing thereon in any way. Sonoma Water reserves the right to install, construct, operate, and maintain both its existing improvements and any future improvements on the Sonoma Water Property, subject to the Grantee's use of the Easement Area as provided in this Agreement. This easement is granted on the condition that Grantee's use of the easement does not damage or restrict Sonoma Water's full use of existing Sonoma Water improvements in any way. The grant of easement herein is subject and subordinate to the rights of Sonoma Water and its successors and assigns, to use the Sonoma Water Property in the performance of its governmental and proprietary functions.

3. Term. The easement granted in section 2 above shall continue indefinitely so long as Grantee is in compliance with the terms and conditions of this Agreement.

4. Construction on Sonoma Water Property. Sonoma Water also grants a Revocable License to Grantee for construction activities required for Construction of the Project, alteration(s) of the Project or Sonoma Water Property within the Easement Area or for use of adjoining Sonoma Water Property for any other purposes relating to Project, subject to Grantee's compliance with Sonoma Water's comments upon Project plans, said comments are incorporated within the Project Plans. Grantee has submitted plans to the Sonoma Water and Sonoma Water has approved those plans for the Project. Grantee shall comply with Sonoma Water revisions and remarks.

5. Maintenance of Easement. Grantee shall maintain all Project improvements within the Easement Area at Grantee's sole cost and expense. Any reconstruction or maintenance activities performed by Grantee and related to Grantee's use of the easement shall not interfere with the Sonoma

Water's continued use of the Sonoma Water's Property or the Easement Area. Grantee shall not materially alter or reconstruct the Project without first obtaining Sonoma Water's written approval of plans for such alteration or reconstruction and shall obtain a revocable license as specified in Section 4 above.

6. Waste or Nuisance; Sonoma Water's Rights in Property. Grantee shall not commit or suffer: (a) any waste or nuisance on the Easement Area; (b) any action or use of the Easement Area which interferes or conflicts with the existing use of the Easement Area or Sonoma Water Property by Sonoma Water or any authorized person; or (c) any action on the Easement Area in violation of any law or ordinance. Except as otherwise provided in this Agreement, Grantee shall not undertake or permit any activity or use on the Easement Area 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; (b) altering the surface or contour of the land in any manner not consistent with the Project, 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 Grantee or Grantee's tenants.

7. Non-Liability of Sonoma Water; Indemnity. Sonoma Water and its officers, agents, and employees shall not be liable to Grantee or any third party for any injury, loss, or damage arising out of or in connection with the use by the Grantee or the public of the easement granted herein. Grantee 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 of every kind and nature whatsoever that may be asserted by any person or entity, including Grantee, arising out of or relating in any way, directly or indirectly, to the use by the Grantee or the public of the easement granted herein, whether or not there is concurrent negligence on the part of the Sonoma Water. Grantee agrees to compensate Sonoma Water for any damage to Sonoma Water property as a result of the construction, operation, or maintenance of said Project

8. Relocation. If Sonoma Water determines, in its sole discretion, it requires Grantee to relocate any of its improvements to enable Sonoma Water to use the Sonoma Water Property in the performance of its governmental and proprietary functions, or if future laws or regulations require a greater separation between the City of Rohnert Park Interceptor Outfall and any Sonoma Water improvements, Grantee shall relocate the City of Rohnert Park Interceptor Outfall accordingly and be responsible for any costs associated with the relocation.

9. Enforcement. If through inspection or otherwise Sonoma Water determines that Grantee is in violation of the provisions of this Agreement or that a violation is threatened, Sonoma Water shall give written notice to Grantee of such violation and demand corrective action sufficient to cure the violation. If Grantee 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 enforcement costs for the violation, and require restoration of the easement 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 the Sonoma Water or third parties, Sonoma Water may pursue its remedies under this paragraph without prior notice to Grantee and without waiting for the period for cure to expire.

10. 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.

11. 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 Area. Nothing contained in this Agreement shall be construed as precluding Sonoma Water's right to grant access to third parties across the Easement Area, as long as such actions do not interfere with the Grantee's reasonable use hereunder.

12. 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.

13. Amendment. If circumstances arise under which an amendment or modification of this Agreement would be appropriate, Grantee 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.

14. 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
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Grantee:	Sonoma County Pacific Associates 430 E. State Street, Suite 100 Eagle, ID 83616-5901
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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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.


20. Title to Sonoma Water Property. It is understood that the Grantee did not provide a title report or obtain title insurance for the easement rights to be acquired from the Sonoma Water. In addition to any indemnification granted under Section 7 above, the Grantee 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 Grantee, relating to any third party rights that may exist on Sonoma Water Property that would be damaged by Grantee's Project. The Sonoma Water provides no warranty, expressly or implied, that Sonoma Water has sole right to grant the necessary easement rights to Grantee. Grantee agrees to indemnify Sonoma Water from and against any claims or liabilities arising from construction, operation, or maintenance of said Project that are asserted by third parties claiming property rights in the Easement Area.

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

Sonoma County Pacific Associates, a California Limited Partnership:

By: TCP Holdings VII, LLC, an Idaho Limited Liability Company


Its: Administrative General Partner

By:   
Caleb Roope, Manager

Dated: July 24, 2020

By: Central Valley Coalition for Affordable Housing, a California Nonprofit Public Benefit Corporation

Its: Managing General Partner

By:   
Christina Alley, Chief Executive Officer

Dated: July 23, 2020

Sonoma County Water Agency:

Executed by the Sonoma County Water Agency this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, pursuant to authority granted by Agenda Item No. \_\_\_\_\_ dated  
\_\_\_\_\_, 20\_\_\_\_:

By: \_\_\_\_\_  
Grant Davis, General Manager

Approved as to Form:

By: \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_

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 Idaho

County of Ada

On 7/24/2020 before me, Katie Callen, Notary Public, personally appeared Caleb Roope, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Idaho that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Redacted Signature]  
Commission Expires: 7/8/2021

(Seal)



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Merced     }

On July 23, 2020, before me, Jennifer Bertuccio, Notary Public, personally appeared Christina Alley, 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.



  
Notary Public

My Commission Expires:  
February 9, 2021

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EXHIBIT 'A'  
LEGAL DESCRIPTION FOR STORM DRAIN EASEMENT

Lying within the unincorporated area of Santa Rosa, Sonoma County, California and being a portion of the lands of the Sonoma County Water Agency as described by Grant Deed recorded in Book 2297 of Official Record at Page 259, Sonoma County Records, said portion is more particularly described as follows:


BEGINNING at an angle point in the westerly line of said lands of Sonoma County Water Agency, said angle point also being the northeast corner of the lands of the Charles Sterck Trust dated October 8, 1991 as describe by Grant Deed recorded under Document Number 2017-015531, Sonoma County Records, and said angle point also being a point on the southerly line of the lands of WM. Stuteville and Marline Stuteville as described by Grant Deed recorded under Document Number 1998-025995, Sonoma County Records, said point being marked by a 1/2-inch iron pipe tagged LS 3890 as shown on that Record of Survey filed in Book 370 of Maps at Page 30, Sonoma County Records; thence along the common line of said lands of Sonoma County Water Agency and said lands of Stuteville South 89°22'20" East 27.96 feet (shown as North 89°41'25" West on said Record of Survey) to an angle point in the westerly line of said lands of Sonoma County Water Agency, also being the southeasterly corner of said lands of Stuteville; and being marked by a 3-inch brass disk cast "Sonoma County Water Agency"; thence leaving said common line, continuing South 89°22'20" East 14.46 feet; thence South 23°27'25" West 21.70 feet; thence North 89°22'20" West 34.05 feet to the common line of said lands of Sonoma County Water Agency and said lands of Sterck Trust; thence along said common line North 0°46'12" East 20.00 feet (South 0°27'07" West per said Record of Survey) to the POINT OF BEGINNING

Containing 765 Square Feet more or less

END OF DESCRIPTION

Being a portion of APN 134-132-059

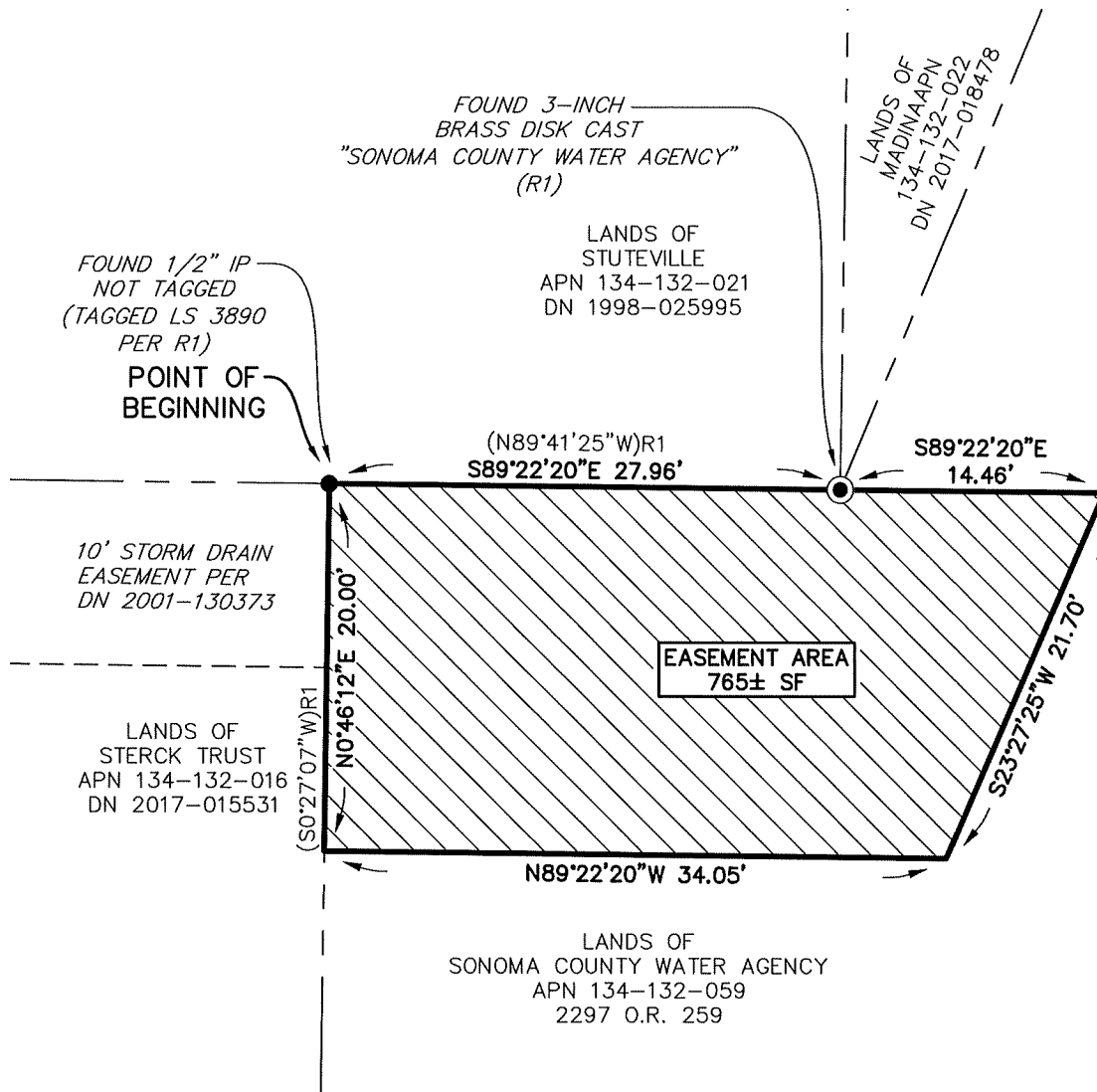
Prepared by Cinquini & Passarino, Inc.

  
Anthony G. Cinquini, P.L.S. 8614



Date 7/22/2020

**EXHIBIT 'A-1'**  
THIS DIAGRAM IS FOR GRAPHIC PURPOSES  
ONLY. ANY ERRORS OR OMISSIONS SHALL  
NOT AFFECT THE LEGAL DESCRIPTION.



**LEGEND**

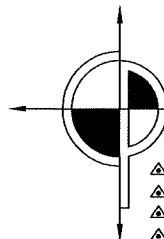
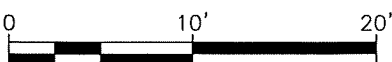
- ADJACENT PROPERTY BOUNDARY
- SUBJECT EASEMENT
- - - EXISTING EASEMENT
- DN DOCUMENT NUMBER
- O.R. OFFICIAL RECORDS

**BASIS OF BEARINGS**

RECORD OF SURVEY, 608 MAPS 19

**REFERENCES**

R1 RECORD OF SURVEY, 370 MAPS 30



**CINQUINI & PASSARINO, INC.**  
**LAND SURVEYING**

▲ BOUNDARY  
 ▲ TOPOGRAPHIC  
 ▲ CONSTRUCTION  
 ▲ SUBDIVISIONS  
 1360 No. Dutton Ave.  
 Santa Rosa, Ca. 95401  
 Phone: (707) 542-6268  
 Fax: (707) 542-2106  
 WWW.CINQUINIPASSARINO.COM

JOB NAME: REDWOOD APARTMENTS	DRAWN BY: AGC	CHECKED BY: AGC
DESCRIPTION: SONOMA COUNTY WATER AGENCY EASEMENT	SCALE: 1"=10'	DATE: 7/17/2020
	JOB #: 8341-18	PAGE: 2 OF 2