



RESOLUTION NO. 20-452

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A RECIPROCAL MAINTENANCE AND USE AGREEMENT WITH PENN VALLEY PACIFIC ASSOCIATES AND AMG & ASSOCIATES LLC FOR THE DEVELOPMENT OF ADDITIONAL LOW INCOME HOUSING AND THE SHARED USE OF COMMON AREAS OF THE PENN VALLEY LONE OAK SENIOR APARTMENT COMPLEX

WHEREAS, the Board of Supervisors established a 2019 Board Objectives A Priority to “Coordinate with local jurisdictions, developers and other partners to maximize leveraging opportunities with new state funding for affordable and workforce housing development”; and

WHEREAS, this objective lead to the Board approving financial assistance in the form of loans for the development of the Lone Oak Senior Apartment project, a thirty-one-unit senior affordable housing project located in Penn Valley, CA (“Project”), on March 16, 2020, per resolution 20-068 and 20-069; and

WHEREAS, the owner and developer of the Lone Oak Senior Apartment project, Penn Valley Pacific Associates, LP, wishes to further develop the property by constructing additional affordable housing at the site; and

WHEREAS, in order to maximize feasibility and the number of housing units, the additional affordable housing is proposed to share those common areas and amenities of the Lone Oak Senior Apartment project; and

WHEREAS, the owner and developer of the Lone Oak Senior Apartments project is seeking Board approval of a Reciprocal Maintenance and Use Agreement in order to pursue financing and the development of additional affordable housing units; and

WHEREAS, the Reciprocal Maintenance and Use Agreement requires consent of the County of Nevada, as a Beneficiary of a March 23, 2020, recorded Deed of Trust (Document No. 20200006472) pertaining to the County’s loan of \$304,000 of Home Program funding to Penn Valley Pacific Associates, LP, as developer of the Project (Resolution 20-068), and agreement that the Deed of Trust be subject and subordinate to the Reciprocal Maintenance and Use Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Nevada, State of California, approves the Reciprocal Maintenance and Use Agreement in substantially the same form attached hereto between the County of Nevada and Penn Valley Pacific Associates and AMG & Associates LLC, and authorizes the Chair of the Board of Supervisors to execute the Consent of Beneficiary of Deed of Trust.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of October, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Heidi Hall, Chair

10/27/2020 cc: CSS* (hold)
AC*

12/2/2020 cc: CSS*
AC* (Release)

Recording requested by:
Penn Valley Pacific Associates,
A California Limited Partnership

Nevada County Recorder
Gregory J. Diaz
Document#: 2020032861
Monday November 30 2020, at 11:01:43 AM
Rec Fee:\$141.00 CC:\$150.00
Paid: \$291.00
Recorded By:CP
8358276|a97b91c4-f9b0-4fc5-9019-8d3b5a059ee9

When recorded mail to:
Penn Valley Pacific Associates
430 E. State Street, Ste.100
Eagle, ID 83616
Attn: Caleb Roope

Space above this line for recorder's use

RECIPROCAL MAINTENANCE AND USE AGREEMENT

This Reciprocal Maintenance and Use Agreement (this "Agreement") is entered into as of September 22, 2020 by and among Penn Valley Pacific Associates, a California limited partnership (the "Partnership") and AMG & Associates, LLC, a California limited liability company ("AMG" or, with the Partnership, sometimes hereinafter collectively referred to as "Owners" and individually as "Owner") as follows:

RECITALS:

WHEREAS:

- A. The Partnership is the fee simple owner of certain real estate located in the census-designated place of Penn Valley, Nevada County, California, the legal description of which is attached hereto as Exhibit A and incorporated herein by reference ("Partnership Property").
- B. AMG is the fee simple owner of certain real estate located in the census-designated place of Penn Valley, Nevada County, California, the legal description of which is attached hereto as Exhibit B, and incorporated herein by reference ("AMG Property" or, with the Partnership Property, sometimes hereinafter collectively referred to as "Parcels" and individually as "Parcel").
- C. The Partnership intends to develop and build a 31-unit affordable senior residential development (the "Partnership Development") on the Partnership Property. AMG, or its successors or assigns, intends to develop and build an affordable residential development on the AMG Property (the "AMG Development" and together with the Partnership Development, collectively, the "Developments" and each a "Development").
- D. The Parcels are intended to be operated with separate ownership as described above but with sharing of certain common amenities and maintenance and operational expenses as hereinafter described and subject to the conditions set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The Owners agree that the Recitals stated above are true and correct and form a material part of this Agreement upon which the Owners have relied. The Recitals set forth above are hereby incorporated as if fully set forth herein.
2. Common Facilities Easement. Subject to the terms and conditions of this Agreement, each Owner hereby grants, for the benefit of the other Owners, and to be appurtenant to each Parcel, and for the use and benefit of their respective tenants, officers, employees, agents, lessees, guests, licensees and invitees, a perpetual non-exclusive easement to use and enjoy all common-area amenities, if applicable, on either Parcel including, without limitation, roads, parking, community rooms (which may include, without limitation, offices, laundry facilities, computer labs, exercise rooms, recreation/meeting rooms, maintenance areas & kitchens), laundry facilities, playgrounds, BBQ/picnic areas, dog parks, employee units and other common facilities, walkways and common open areas which presently exist or may hereafter exist on any Parcel (all of such facilities and areas being collectively referred to as the "Common Facilities") on the same terms and conditions that the same are available for use by the tenants, officers, employees, agents, lessees, guests, licensees and invitees of the Owner of the Parcel upon which such Common Facilities are located.

The rights granted in this paragraph 2 as to the AMG Property, independently, are expressly made contingent upon the following:

- a. Idaho Pacific West Communities, Inc., an Idaho corporation ("PWC") or an affiliate or designee of PWC shall act as developer of any Development on the AMG Property;
- b. Each relevant Development is restricted to low-income households whose initial qualifying income is at or below 80% of the Area Median Income for Nevada County as established by HUD;
- c. Any Development on the AMG Property will add, at a minimum, the following shared amenities:
 - i. Community laundry facilities with at least as many washers and dryers as would be required by the California Tax Credit Allocation Committee for a tax credit development of the same size as the relevant Development. Notwithstanding the foregoing, at the discretion of the Owner of the relevant Development, if each unit in the Development is equipped with a washer and dryer in the unit, no new central laundry facility need be constructed for the relevant Development.

In the event that the conditions set forth in subparagraphs a-c, above, are not satisfied then, without limiting the effect or scope of the foregoing, prior to construction of any development commencing on the AMG Property which is not in compliance, the parties expressly agree that they shall execute and record a vacation of all rights and duties granted under this paragraph 2 only with respect to the AMG Property.

3. Utility, Fire and Drainage Easements.

- a. Utility service line facilities now or may hereafter exist on a Parcel that will provide utility service to another Parcel, including, without limitation, natural gas, electric, cable, domestic and fire protection water (including fire hydrants), sanitary and storm sewer, fire alarm systems and monitoring lines and panels and telecommunications facilities (the "Utility Facilities"). Subject to the terms and conditions of this Agreement, each Owner hereby grants, for the benefit of each other Owner, and to be appurtenant to each other Parcel, and for the benefit of their respective tenants, officers, employees, agents, lessees, guests, contractors, subcontractors, licensees and invitees, a perpetual non-exclusive easement to use, maintain and enjoy the Utility Facilities now or anytime hereafter situated on any Parcel on the same terms and conditions that such Utility Facilities are available for use by the Owner of the Parcel upon which such Utility Facilities are located, and its tenants, officers, employees, agents, lessees, guests, contractors, subcontractors, licensees and invitees. Notwithstanding the foregoing, an Owner may not, following initial construction, install additional Utility Facilities (a "Future Utility Facility") on the other Owner's Parcel without the other Owner's written consent, which consent shall not be unreasonably withheld or delayed, and the Owner installing, maintaining or replacing any such Future Utility Facility shall repair any damage caused thereby and, to the extent practicable, return the other Owner's Parcel to the state that existed prior to such installation, maintenance, repair or replacement.

The use and enjoyment of all Utility Facilities and Future Utility Facilities shall be non-exclusive and other Owner(s) shall have the right to hook into Utility Facilities installed by another Owner. Notwithstanding the foregoing, however, no Owner shall be obligated to install over-sized Utility Facilities to service the needs of any other Owner unless agreed in writing in advance and no Owner shall be under any obligation to modify any Utility Facility to enable another Owner to utilize same.

- b. More particularly, the AMG Property is hereby burdened with the obligation to accept drainage water from the Partnership Property and the Partnership and AMG are hereby granted the right to install and maintain drainage and grading improvements on both the Partnership Property and AMG Property consistent with construction plans approved by the County of Nevada, as shown on Exhibit C, attached and incorporated herein by reference.

4. Cost, Maintenance, Operation and Repair Obligations and Rights. The Owner of each Parcel or its designee shall be responsible for operating, maintaining and repairing the landscaping, improvement, roads, Common Facilities and Utility Facilities located on its respective Parcel and shall keep its Parcel well maintained, in good repair and condition and reasonably free of trash and debris. Notwithstanding the foregoing, to the extent that Utility Facilities located on one Owner's Parcel benefit only the other Owner's Parcel, such Utility Facilities shall be operated, maintained and repaired by the benefitted Owner. Each Owner shall have the right to establish reasonable and non-discriminatory rules regarding the use of the Common Facilities on its Parcel.

Subject to the terms below regarding the Shared Expenses, all costs of operation, maintenance and repair of the Partnership Property and the Partnership Development shall be borne exclusively by the Partnership; and all costs of operation, maintenance and repair of the AMG Property and AMG Development shall be borne exclusively by AMG or its designee. All utilities shall be separately metered for each Parcel.

Notwithstanding the foregoing, each Owner shall pay its proportionate share of the cost of operating, maintaining, restoring and using Common Facilities and Utility Facilities used in common (the "Shared Expenses"). Such proportionate share shall be based on the number of residential rental units on each Parcel that have, as of the date of accrual of the relevant cost, receive certificates of occupancy from the County of Nevada (the "Prorata Share"). However, in the event that the AMG Property is ultimately developed with anything other than affordable multifamily housing (an "Incompatible Development"), the Prorata Share of the AMG Owner (if developed with an Incompatible Development) shall be prorated based on the relative acreage of each Parcel, for all purposes herein.

On or before August 1st of each year commencing the first August 1st following the AMG Development receiving at least some certificates of occupancy, the apartment management company managing the developments shall prepare and circulate to Owners a budget setting forth anticipated Shared Expenses for the following year (a "Shared Expenses Budget"). On or before September 1st of each year, Owners shall each approve the relevant Shared Expenses Budget in writing. If the Owners cannot agree on a Shared Expenses Budget, the dispute shall be resolved by binding arbitration in Penn Valley, California before an arbitrator selected from a list maintained by the Judicial Arbitration and Mediation Services ("JAMS"). If the matter must proceed to arbitration, such dispute shall be decided by an arbitrator to be chosen by the Owners or, if the parties cannot agree on an arbitrator, then assigned by JAMS. The Owners, or any of them, shall serve each Owner and JAMS a demand for Arbitration within three business days of September 1st if no Shared Expenses Budget has been approved. Such arbitration shall be conducted pursuant to JAMS Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules (and shall be decided within 30 days of

submission of the dispute to JAMS) and shall be mandatory and the judgment of the arbitrator shall be final. Except in the case of an emergency, neither the apartment management company nor any Owner shall incur any Shared Expenses in excess of the Shared Expenses Budget without the written consent of all the Owners.

Each Owner may send written notice to the other Owner(s) from time to time requesting that such Owner(s) pay its respective Prorata Share of Shared Expenses, provided that statements therefor shall be sent no more frequently than once each month. Each Owner shall pay, within fifteen (15) days of delivery of any such written notice, its Prorata Share of such Shared Expenses. Such notice shall include an itemized statement, with supporting evidence in the form of invoices, receipts, or other evidence of the nature of the expenses incurred, of all expenses incurred by the Owner seeking payment in operating, maintaining, repairing and/or replacing the Common Facilities and/or the Utility Facilities.

In the event that any Owner of a Parcel fails to fulfill its obligations under the terms of this Agreement (a "Non-Performing Owner"), including, without limitation, performance of maintenance and repair of the Common Facilities or Utility Facilities, then upon ten (10) days' written notice from any Owner of any other Parcel (a "Performing Owner"), such Performing Owner may perform any such obligations of the Non-Performing Owner in accordance with the terms and standards of this Agreement at the sole cost and expense of the Non-Performing Owner. Upon delivery of written notice of the cost and expense of completing such obligations, including an itemized statement thereof with supporting evidence in the form of invoices, receipts, or other evidence of the nature of the expenses incurred, such Non-Performing Owner shall immediately pay to the Performing Owner the full amount of such costs and expenses, together with interest from the date the Performing Owner incurs such costs and expenses through the date of payment by the Non-Performing Owner at the rate of 6% per annum. In collecting such costs, expenses and interest due, Performing Owner shall have all rights and remedies provided by law, including, without limitation, the right to file a lien against the Non-Performing Owner's Parcel.

Notwithstanding anything to the contrary contained herein, nothing contained herein shall obligate any Owner to construct any new improvement on any other Owner's Parcel (or to directly or indirectly pay to such other Owner any amount on account of any such new improvement on such other Owner's Parcel).

5. Insurance.

Until such time as building permits are received for construction of improvements on the AMG Property, the Partnership shall, at the Partnership's sole cost and expense, maintain in full force and effect with respect to all of the Parcels: Commercial general liability insurance written on an occurrence basis, with limits of at least \$1,000,000 per person per accident and at least \$1,000,000 property damage, or Combined Single

Limit of at least \$2,000,000 consisting of both bodily injury and property damage coverage. Thereafter, each Owner that has received building permits (or its designee) shall, at their sole cost and expense, maintain in full force and effect with respect to their respective Parcels: Commercial general liability insurance written on an occurrence basis, with limits of at least \$1,000,000 per person per accident and at least \$1,000,000 property damage, or Combined Single Limit of at least \$2,000,000 consisting of both bodily injury and property damage coverage.

Each Owner of a Parcel required to carry insurance as set forth above shall cause the Owners of the other Parcels to be named as additional insureds under its respective commercial general liability policy.

At least annually and upon renewal, each Owner required to be insured under this paragraph shall furnish the other Owner with certified copies of valid certificates of insurance for all of such policies showing the carriers, policy numbers, names of additional insureds and expiration dates.

6. Eminent Domain. Nothing herein shall be construed to give any Owner any interest in any award or payment made to any other Owner, as the owner of its respective Parcel, in connection with any exercise of the power of eminent domain, or transfer in lieu thereof, affecting any portion of a Parcel, even though the affected portion of such Parcel is encumbered by the easement rights herein granted; however, each Owner shall have the right to make a separate claim against any condemning authority for any diminution in value of its Parcel on account of the loss of use of the easement rights herein granted and for the value of any improvements installed by such Owner pursuant to said easement rights which are damaged or destroyed in connection with any exercise of the power of eminent domain or any transfer in lieu thereof.
7. Attorneys' Fees. In the event any Owner shall be in default under this Agreement, or if any dispute shall arise between any Owners concerning the interpretation of this Agreement, and if an action shall be brought in connection therewith in which it shall be finally (with no further appeal being available due to the expiration of appeal periods or otherwise) determined that any Owner was in default, or that the court agrees with one Owner's interpretation of the disputed provision of this Agreement, the Owner determined by the court to be in default, or with whose interpretation of this Agreement the court does not agree, shall pay to the other Owner(s) all reasonable attorneys' fees and litigation expenses incurred or paid by the other Owner(s) in connection therewith.
8. General Standard of Use and Maintenance. The Owner of each Parcel shall exercise its rights hereunder so as not to materially interfere with the normal use of the other Parcels and the rights of the other Owners, shall not construct or place any obstacle or otherwise interfere in any way with the use of the easements herein granted by any other parties entitled to the use and enjoyment of them as described herein, and shall maintain the easement facilities located on its Parcel in a condition

and appearance consistent with the integrated operation and appearance of the Parcels. Each of the Owners shall have the right in its sole discretion, to relocate, remove or alter the surface of or any structure, improvement or facility located on its Parcel, provided that such relocation, removal or alteration does not materially interfere with the rights granted hereunder to any other Owner.

9. Covenants Run with the Land. All of the easements, restrictions and obligations herein shall create servitudes running with the title to the Parcels herein described. The benefits and burdens under this Agreement are not personal but shall run with the title to their respective Parcels and shall be binding upon and shall inure to the benefit of the Owners and their respective successors and assigns as owners of the Parcels. In the event of sale of all or any residential units within the Parcels, the purchaser shall be responsible for carrying out the obligations set forth herein and, in the event less than all of one Owner's residential units are sold or transferred, the purchaser's Prorata Share shall be determined in the same manner set forth above in Section 4.

Subject to the terms and conditions of this Agreement, in the event that any Parcel shall cease to be used for residential purposes (a "Non-Residential Parcel") then all easements and rights granted to such Non-Residential Parcel with respect to the Common Facilities shall be canceled and vacated and all obligations of such Non-Residential Parcel to contribute to the payment of Shared Expenses to the extent they relate to the Common Facilities shall cease. The Owners expressly agree that they shall execute and record a vacation of all rights and duties granted to a Non-Residential Parcel under this Agreement which relate to the Common Facilities.

10. Notices. All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered via hand delivery, or on the first business day following deposit with a nationally recognized overnight courier service (e.g. FedEx), postage prepaid, in any event addressed appropriately as follows:

If to the Partnership: Penn Valley Pacific Associates,
a California Limited Partnership
430 E. State St., Ste. 100
Eagle, ID 83616
Attn: Caleb Roope

With copy to: RBC Community Investments, LLC
c/o RBC Community Investments, LLC
600 Superior Avenue
Suite 2300
Cleveland, Ohio 44114
Attention: President and General Counsel

with copy to: Bocarsly Emden Cowan Esmail & Arndt,
LLP
633 West Fifth Street, 64th Floor
Los Angeles, California 90071
Attention: Kyle Arndt, Esq.

If to AMG: AMG & Associates, LLC,
a California Limited Liability Company
16633 Ventura Blvd., Ste.1014
Encino, CA 91436
Attn: Alexis Gevorgian

Any Owner may change its address for purposes of this Section 11 by giving the other Owners written notice of the new address in the manner set forth above.

11. Co-Management. Owners agree that, during any time during which more than one of the Developments is being operated as an affordable housing development, they shall utilize the same management company to manage their respective Developments. The common management agent shall enter into separate contracts with each Owner and bill for services separately.

In the event of a dispute between the Owners as to what management agent to select at any given time or as to whether an acting management agent shall be terminated, such dispute shall be decided by an arbitrator to be chosen by the Owners or, if the parties cannot agree on an arbitrator, then assigned by JAMS. Such arbitration shall be conducted pursuant to JAMS Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules (and shall be decided within 60 days of submission of the dispute to JAMS) and shall be mandatory and the judgment of the arbitrator shall be final.

12. Construction Licenses. Each Owner grants the other Owners and their employees, agents, contractors, guests and invitees, the right, privilege and license to use its Parcel for purposes of storing construction materials and equipment and for parking and office use while construction of the construction of the Developments is in progress. All such use shall be at no cost to the Owner making such use.

The method of use of the Parcels under this license shall be as follows:

The Parcels shall be used in an orderly and workmanlike manner and without undue interruption to the construction of the Development being constructed on the Parcel being made use of. The Owner making use of the other Owner's Parcel will indemnify and hold the other Owner and its officers, agents, contractors, principals and employees harmless for any liability arising out of the use the other Owner's Parcel; and, in exercising the License, the Owner making use must use reasonable care and may not unreasonably increase the burden on the Parcel being used.

Owners retain the right to use their Parcels in any manner not inconsistent with the license herein granted.

The license shall be for so long as is reasonably necessary to complete construction of the above-mentioned Developments.

13. Mortgagee Protection.

(a) Agreement Superior to Mortgage. This Agreement, and the easements, covenants and restrictions contained herein shall at all times be superior to the lien of any deed of trust, mortgage, security agreement or other monetary lien or encumbrance that may exist against the Parcels as of, or any time after, the date of this Agreement (together, a "Mortgage"). Each party, upon the written request of the other party, shall obtain written recordable agreements from its lenders and other holders of such liens, if any, whereby such lienor agrees to subordinate their interests under such liens to the rights and interests of the parties created by this Agreement. As used herein, the term "Mortgagee" or "mortgagee" shall mean the mortgagee, beneficiary or secured party under any Mortgage.

(b) Effect of Breach. No breach or violation of any term or provision hereof by any Owner shall defeat, render invalid, extinguish, modify or otherwise affect the lien of any deed of trust or mortgage now or hereafter encumbering all or any part of such Owner's Parcel (and upon foreclosure of any such deed of trust or mortgage, the purchaser at such foreclosure sale shall take the Parcel free of any lien or obligation arising with respect to any such breach or default by such Owner).

(c) Notices. Any default notices provided for in this Agreement shall also be provided to the holder of any mortgage or deed of trust and such other party or parties related to an Owner which have delivered a copy of a notice to each party requesting a copy of such notices.

(d) Cure Right. Any mortgagee or limited partner of any Owner shall have the right but not the obligation within thirty (30) days after the receipt of a notice, to cure any default, or if such default (other than the payment of money) cannot be cured within thirty (30) days, to diligently commence curing within such time and complete the cure thereof within a reasonable period thereafter.

(e) Limitation of Liability. The liability of any Mortgagee for obligations under this Agreement, whether before or after foreclosure, shall be limited solely to its interest in the Development to which it encumbers and the proceeds received upon execution of judgment against such party's interest in such Development, and neither such entity nor any partner, officer, shareholder or member of such entity shall be personally liable for any deficiency in the payment of any judgment. No other property or assets of such entity shall be subject to execution or other enforcement procedure for the satisfaction of a judgment or other judicial process.

(f) No Amendment Without First Mortgagee Consent. This Agreement shall not be amended without the prior written consent of any first Mortgagee holding a valid first mortgage or deed of trust with respect to one or more of the Parcels, which consent shall not be unreasonably withheld or delayed.

14. Miscellaneous.

- (a) This Agreement may not be amended or modified orally but may be amended or modified only in writing, signed by all of the parties hereto (or their respective successors or assigns as Owners) and approved in writing by the limited partners of Owners to the extent applicable (the "Limited Partners"). No waiver of any term or provision of this Agreement shall be effective unless it is in writing, making specific reference to this Agreement and signed by the Parties and the Limited Partners, and any such waiver shall not constitute a waiver of any other or subsequent rights under or violations of this Agreement.
- (b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of each of them.
- (c) This Agreement has been executed and delivered in and shall be governed by and construed in accordance with the laws of the State of California.
- (d) If any term or provision of this Agreement shall be held invalid, illegal or unenforceable, in whole or in part, the validity of any and all other terms and provisions of this Agreement shall not in any way be affected thereby.
- (e) The headings contained in this Agreement are for convenience of reference only and are not part of this Agreement and shall not be used in construing it.
- (f) This Agreement may be executed in multiple counterparts, each of which, when taken together, shall constitute an original.
- (g) This Agreement may be enforced in a California court of law or equity in any manner provided by law or in this Agreement, including, without limitation, any action for specific performance or damages, and any failure by any party to enforce any provision of this Agreement shall in no event be deemed a waiver of the right to do so thereafter.
- (h) Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Parcels, Common Facilities or Utility Facilities, it being the intent of the Owners that this Agreement shall be strictly limited to and for the purposes herein

expressed. No easements, except those expressly set forth herein, shall be implied by this Agreement.

- (i) Nothing contained herein shall be construed to make the Owners partners or joint venturers, or to render either of the Owners liable for the debts or obligations of the other Owner.
- (j) This Agreement shall be recorded in the County Recorder's Office of the County of Nevada, California and Owners shall share the expense of recordation.
- (k) Each Owner shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the other Owner, its officers, partners, officials, employees, agents and contractors from and against any claims or damages arising out of an Owner's performance or failure to comply with the obligations under this Agreement, for its negligent or willful acts or omissions or in connection with its exercise of any easement or license granted hereunder.
- (l) An "Event of Default" shall occur under this Agreement in the event there is a breach of any provision, condition, covenant, warranty, promise or representation contained in this Agreement, and such breach continues for a period of thirty (30) days after written notice thereof to the defaulting party, the limited partners of Owners and to any lenders of Owner that have provided Owners with notice information ("Parties With Cure Rights") without the defaulting party or other Parties With Cure Rights curing such breach; provided, however, if such default is of the nature requiring more than 30 days to cure, the defaulting Party shall avoid default hereunder by commencing to cure within such 30 day period, and thereafter diligently pursuing such cure to completion within an additional sixty (60) days following the conclusion of such 30 day period (for a total of ninety (90) days). Except as required to protect against further damages, the injured Owner may not institute proceedings against the Owner in default until the time for cure has expired. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Furthermore, each Owner agrees that, in the case of a default by the other Owner, the non-defaulting Owner shall give notice of such default to all Parties With Cure Rights and that any such party shall have the right, but not the obligation, to cure the default and the non-defaulting Owner agrees to accept cure from any of the Parties With Cure Rights to the same extent as it would be obligated to accept cure from the defaulting Owner.
- (m) Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Partnership Property or AMG Property for the benefit of the general public or for any public purposes whatsoever, it being the intention

of the parties hereto that this Agreement shall be strictly limited to the purposes herein expressed.

- (n) Owners acknowledge and ratify the terms of that certain Access Easement Deed dated February 14, 2020 and recorded in the Records of the County of Nevada on March 18, 2020 as document number 20200006238 (the "Access Easement").


[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties execute this agreement as of the date first above written.

Penn Valley Pacific Associates,
a California limited partnership

By: TPC Idaho Holdings VII, LLC,
an Idaho limited liability company,
its Administrative General Partner

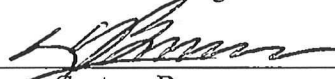
By: Pacific West Communities, Inc.,
an Idaho corporation,
its Manager

By: 
Name: Caleb Roope
Title: President and CEO

Acknowledgement Attached

By: Lone Oak 1 - BBP, LLC,
a California limited liability company,
its Managing General Partner

By: Building Better Partnerships, Inc.,
a California nonprofit public benefit
corporation,
its sole member and manager

By: 
Name: Gustavo Becerra
Title: President

Acknowledgement Attached

AMG & Associates, LLC,
a California Limited Liability Company

By: *Signed in counterpart*
Name: Alexis Gevorgian
Title: Manager

Acknowledgement Attached

IN WITNESS WHEREOF, the parties execute this agreement as of the date first above written.

Penn Valley Pacific Associates,
a California limited partnership

By: TPC Idaho Holdings VII, LLC,
an Idaho limited liability company,
its Administrative General Partner

By: Pacific West Communities, Inc.,
an Idaho corporation,
its Manager

By: Signed in counterpart
Name: Caleb Roope
Title: President and CEO

Acknowledgement Attached

By: Lone Oak 1 - BBP, LLC,
a California limited liability company,
its Managing General Partner

By: Building Better Partnerships, Inc.,
a California nonprofit public benefit
corporation,
its sole member and manager

By: Signed in counterpart
Name: Gustavo Becerra
Title: President

Acknowledgement Attached

AMG & Associates, LLC,
a California Limited Liability Company

By: [Signature]
Name: Alexis Gevorgian
Title: Manager

Acknowledgement Attached

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)
) SS
COUNTY OF Ada)

On this 24 day of Oct, 2020, before me, Katie Callen, Notary Public, personally appeared Caleb Rapp, 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.

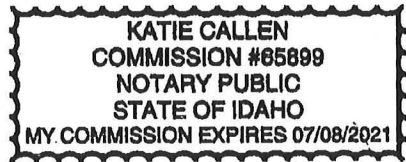
I certify under PENALTY OF PERJURY under the laws of the State of Idaho that the foregoing is true and correct.

WITNESS my hand and official seal.

Katie Callen

(Signature)
Name: Katie Callen
NOTARY PUBLIC

[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 Sutter)

On this 23 day of September 2020, before me, Sonja M. Dillree, Notary Public, personally appeared Constantin Bucurca, 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 is true and correct.

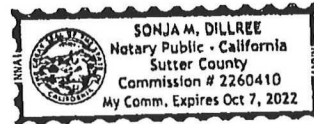
WITNESS my hand and official seal.

Sonja M. Dillree

(Signature)

Name: Sonja M. Dillree
NOTARY PUBLIC

[Seal]



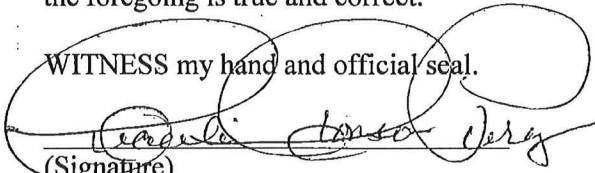
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On this 30 day of SEPT 2020, before me, ARACELI ALONSO-PEREZ, Notary Public, personally appeared ALEXIS GEVORGIAN, 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 is true and correct.

WITNESS my hand and official seal.


(Signature)

Name: ARACELI ALONSO-PEREZ
NOTARY PUBLIC



[Seal]

CONSENT OF BENEFICIARY
OF DEED OF TRUST

(Banner Bank)

Banner Bank, a Washington state chartered commercial bank ("**Beneficiary**"), having an office located at 3005 112th Avenue NE, Suite 100, Bellevue, WA 98004, the current Beneficiary under that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing executed by Penn Valley Pacific Associates, a California Limited Partnership ("**Owner**"), for the benefit of Beneficiary dated as of March 18, 2020, and recorded on March 23, 2020, in the real property records of Nevada County, California (the "**Official Records**"), as Document Number 20200006471 (the "**Deed of Trust**"), hereby (x) consents to the execution and acknowledgment by Owner, and recordation in the Official Records, of that certain Reciprocal Maintenance and Use Agreement by Owner, to which this consent and subordination is attached (the "**Agreement**"), and (y) agrees that the Deed of Trust shall be subject and subordinate to the Agreement.

"Beneficiary"

BANNER BANK,
a Washington state chartered commercial bank

By: _____

Wahed Karim
Vice President

ACKNOWLEDGEMENT ATTACHED

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 San Diego)

On this 25 day of September, before me, MIGUEL A. RODRIGUEZ, Notary Public, personally appeared NAJIB KARIM, 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 is true and correct.

WITNESS my hand and official seal.

[Signature]
(Signature)
Name: Miguel A. Rodriguez
NOTARY PUBLIC

[Seal]



CONSENT OF BENEFICIARY
OF DEED OF TRUST

(County of Nevada)

The County of Nevada, a Public Body Corporate and Politic (“**Beneficiary**”), having an office located at 950 Maidu Avenue, Nevada City, CA 95959, the current Beneficiary under that certain HOME Deed of Trust and Security Agreement executed by Owner, for the benefit of Beneficiary dated as of March 1, 2020, and recorded on March 23, 2020, in the Official Records, as Document Number 20200006472 (the “**Deed of Trust**”), hereby (x) consents to the execution and acknowledgment by Owner, and recordation in the Official Records, of the Agreement, and (y) agrees that the Deed of Trust shall be subject and subordinate to the Agreement.

“Beneficiary”

COUNTY OF NEVADA,
a Public Body Corporate and Politic

By: Heidi Hall
Heidi Hall
Chair, Board of Supervisors

ACKNOWLEDGEMENT ATTACHED

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.

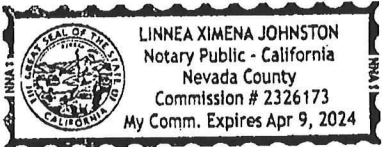
STATE OF California)
) SS
COUNTY OF Nevada)

On this 6th day of November, before me, Linnea Ximena Johnston, Notary Public, personally appeared Heidi Hall, 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 is true and correct.

WITNESS my hand and official seal.

[Signature]
(Signature)
Name: Linnea Ximena Johnston
NOTARY PUBLIC



[Seal]

CONSENT OF BENEFICIARY
OF DEED OF TRUST

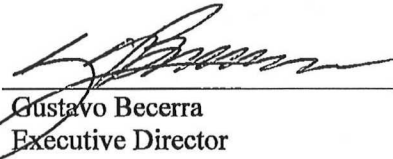
(Regional Housing Authority)

The Regional Housing Authority (“Beneficiary”), having an office located at 1455 Butte House Road, Yuba City, California, the current Beneficiary under that certain Deed of Trust and Security Agreement executed by Owner, for the benefit of Beneficiary dated as of March 1, 2020, and recorded on March 23, 2020, in the Official Records, as Document Number 20200006474 (the “Deed of Trust”), hereby (x) consents to the execution and acknowledgment by Owner, and recordation in the Official Records, of the Agreement, and (y) agrees that the Deed of Trust shall be subject and subordinate to the Agreement.

“Beneficiary”

REGIONAL HOUSING AUTHORITY

By: _____


Gustavo Becerra
Executive Director

ACKNOWLEDGEMENT ATTACHED

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 Sutter)

On this 23 day of September 2020, before me, Sonja M. Dillree, Notary Public, personally appeared Gustavo Becerra, 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 is true and correct.

WITNESS my hand and official seal.

Sonja M. Dillree
(Signature)
Name: Sonja M. Dillree
NOTARY PUBLIC

[Seal]

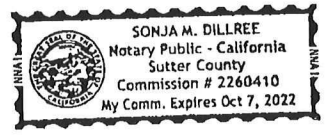


EXHIBIT "A"

LEGAL DESCRIPTION OF THE PARTNERSHIP PROPERTY

Real property in the unincorporated area of the County of Nevada, State of California,
described as follows:

PARCEL ONE:

PARCEL 2, AS SHOWN ON THE PARCEL MAP FILED FOR RECORD JULY 18, 2018
IN BOOK 21 OF PARCEL MAPS AT PAGE 55 OF NEVADA COUNTY RECORDS.

APN: 051-151-066

PARCEL TWO:

AN EASEMENT FOR INGRESS AND EGRESS ACROSS THAT PORTION OF
PARCEL 1, AS SHOW ON THE PARCEL MAP FILED FOR RECORD JULY 18, 2018
IN BOOK 21 OF PARCEL MAPS AT PAGE 55 OF NEVADA COUNTY RECORDS.

APN: 051-151-065

EXHIBIT "B"

LEGAL DESCRIPTION OF AMG PROPERTY

Real property in the unincorporated area of the County of Nevada, State of California,
described as follows:

PARCEL 1, AS SHOWN ON THE PARCEL MAP FILED FOR RECORD JULY 18, 2018
IN BOOK 21 OF PARCEL MAPS AT PAGE 55 OF NEVADA COUNTY RECORDS.

APN: 051-151-065

Exhibit "C"

APPROVED CONSTRUCTION PLANS

GENERAL NOTES

- 1. THE CONTRACTOR SHALL VERIFY ALL PROVISIONS AND CONDITIONS AT THE COMMENCEMENT AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES AND AGENCIES...

PROTECT EXISTING UTILITIES NOTES

- 1. EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES AND AGENCIES...

ADDITIONAL NOTES

- 1. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES AND AGENCIES...

- 1. THE CONTRACTOR SHALL VERIFY ALL PROVISIONS AND CONDITIONS AT THE COMMENCEMENT AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES AND AGENCIES...

- 1. EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES AND AGENCIES...

- 1. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES AND AGENCIES...

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- 1. EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES AND AGENCIES...

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- 1. THE CONTRACTOR SHALL VERIFY ALL PROVISIONS AND CONDITIONS AT THE COMMENCEMENT AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES AND AGENCIES...

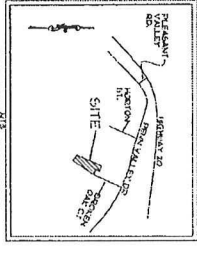
- 1. EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES AND AGENCIES...

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- 1. EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES AND AGENCIES...

- 1. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES AND AGENCIES...



ABBREVIATIONS table with columns for symbol, description, and notes. Includes symbols for easements, utility lines, and other site features.

TITLE SHEET

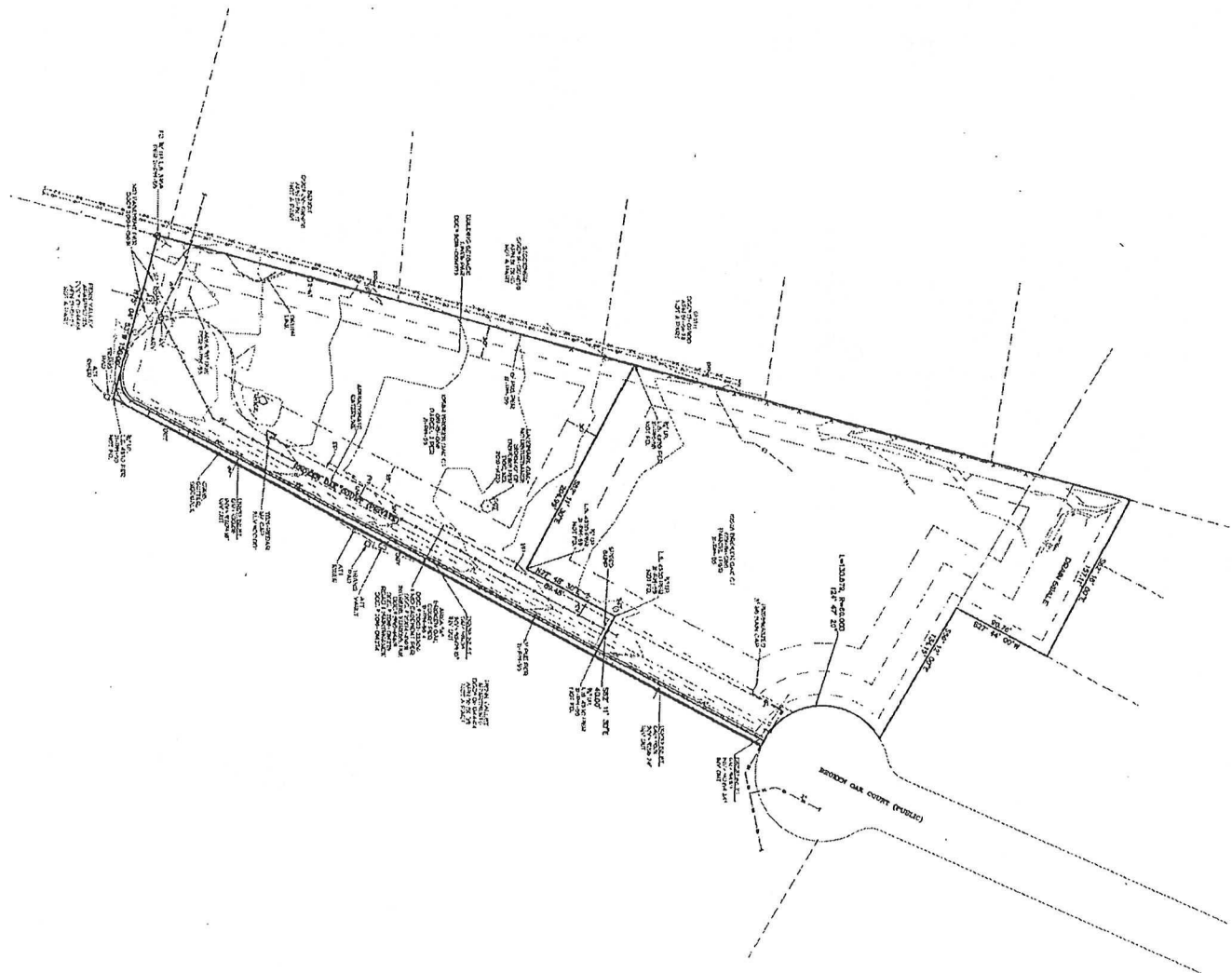
LONE OAK SENIOR APARTMENTS
10584 BROKEN OAK COURT
PACIFIC WEST COMMUNITIES, INC.

Table with columns for No., Description, Date, and City Acceptance. Row 1: PLAN CHECK COMMENTS, 02/28/20.

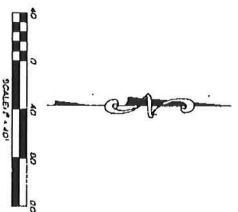


Robertson Erickson
CIVIL ENGINEERS & SURVEYORS
888 Montecito Court
Suite 101
Chico, California 95926
530-894-1500 Fax 530-894-8955
robertsonerickson.com

C1.0
FOR SET
DATE



NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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JOB SET

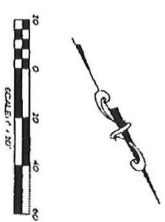
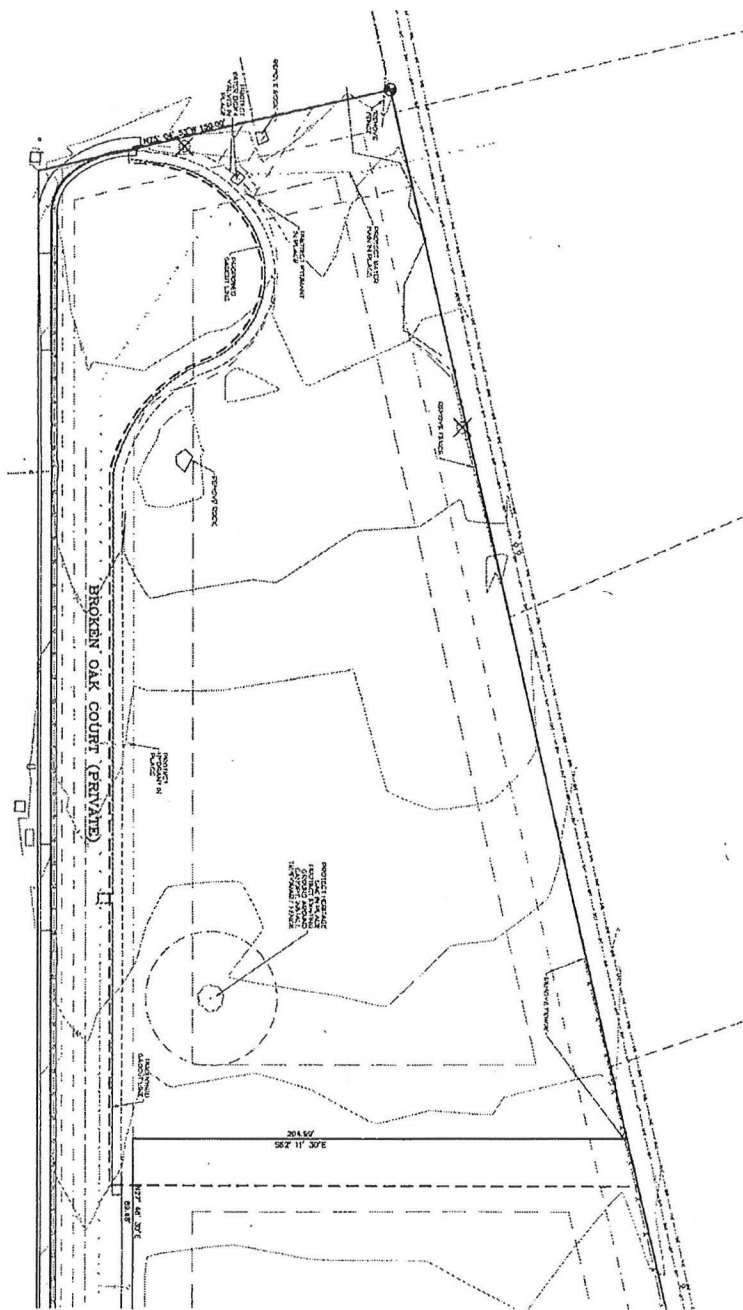
C2.0

EXISTING TOPOGRAPHY
 LONE OAK SENIOR APARTMENTS
 10584 BROKEN OAK COURT
 PACIFIC WEST COMMUNITIES, INC.

PLAN, SENIOR BLOCK		CITY ACCEPTANCE	
Rev. No.	Description	Engr. Title	Date



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 CIVIL ENGINEER & ARCHITECTS
 888 Manzanita Court
 Suite 101
 Chico, California 95926
 530-894-3500 Fax 530-894-8555
 robertsonerickson.com



LEGEND
 X REMOVE AND DESTROY, Y SURVEIL OF FIELD
 --- MAINT. PROPERTY BOUNDARY LINE

JOB SET
 12-28-20

C2.1

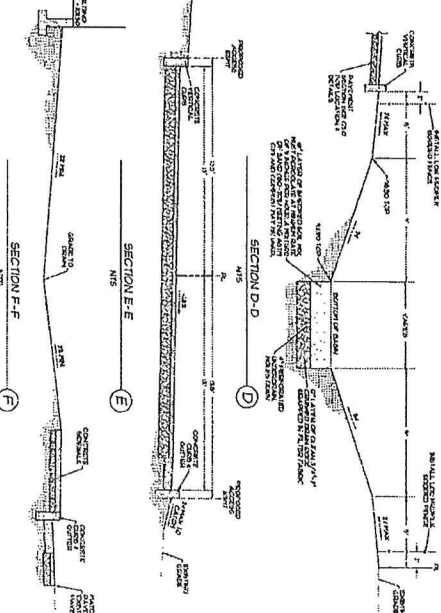
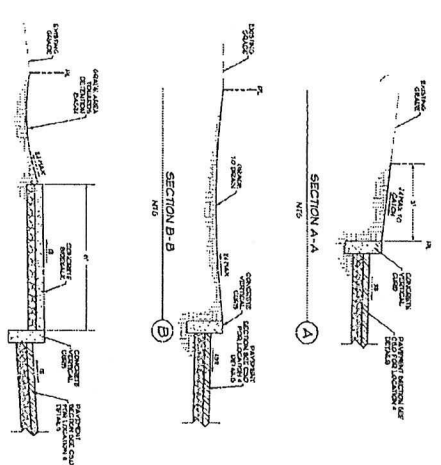
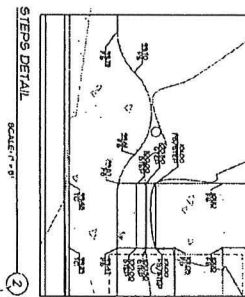
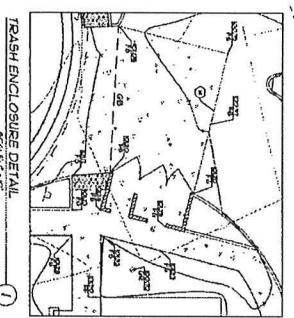
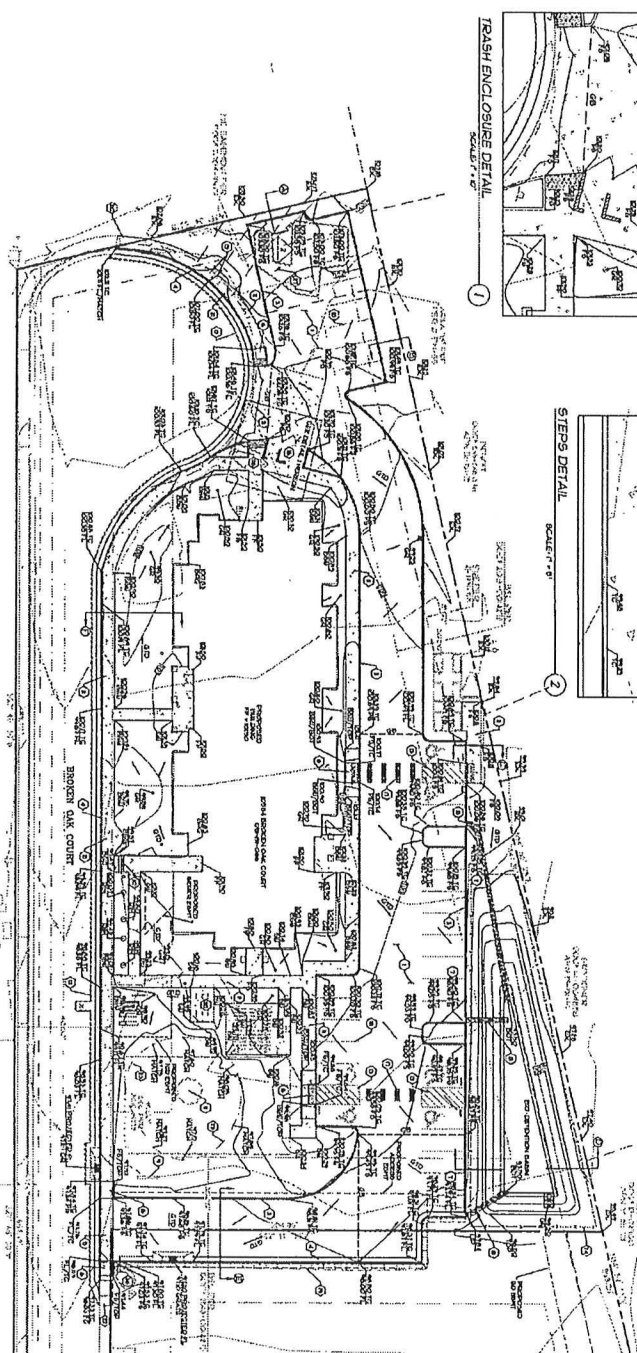
DEMOLITION PLAN
 LONE OAK SENIOR APARTMENTS
 10584 BROKEN OAK COURT
 PACIFIC WEST COMMUNITIES, INC.

PLAN REVISION BLOCK				
Rev. No.	Description	Rev. By	CITY ACCEPTANCE By	Date

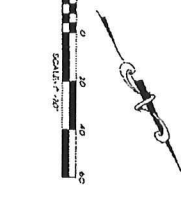


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 Suite 101
 Chico, California 95926
 530-894-3500 Fax 530-894-8955
 robertsonerickson.com

02-26-20



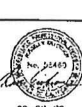
- PRELIMINARY GRADING CONSTRUCTION NOTES**
1. PLACE VERT. ASPHALT FLECTION SEE SHEET C-10 FOR LOCATION & PROCEURE
 2. INSTALL CONCRETE SIDEWALK SEE SHEET C-10 FOR LOCATION & PROCEURE
 3. INSTALL CONCRETE VERTICAL CURB 1/2" DIA SHEET PILE SEE SHEET C-10/11 FOR
 4. INSTALL CONCRETE VERTICAL CURB 1/2" DIA SHEET PILE SEE SHEET C-10/11 FOR
 5. INSTALL CONCRETE VERTICAL CURB 1/2" DIA SHEET PILE SEE SHEET C-10/11 FOR
 6. INSTALL CONCRETE VERTICAL CURB 1/2" DIA SHEET PILE SEE SHEET C-10/11 FOR
 7. INSTALL CONCRETE VERTICAL CURB 1/2" DIA SHEET PILE SEE SHEET C-10/11 FOR
 8. INSTALL CONCRETE VERTICAL CURB 1/2" DIA SHEET PILE SEE SHEET C-10/11 FOR
 9. INSTALL CONCRETE VERTICAL CURB 1/2" DIA SHEET PILE SEE SHEET C-10/11 FOR
 10. INSTALL CONCRETE VERTICAL CURB 1/2" DIA SHEET PILE SEE SHEET C-10/11 FOR
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14-888

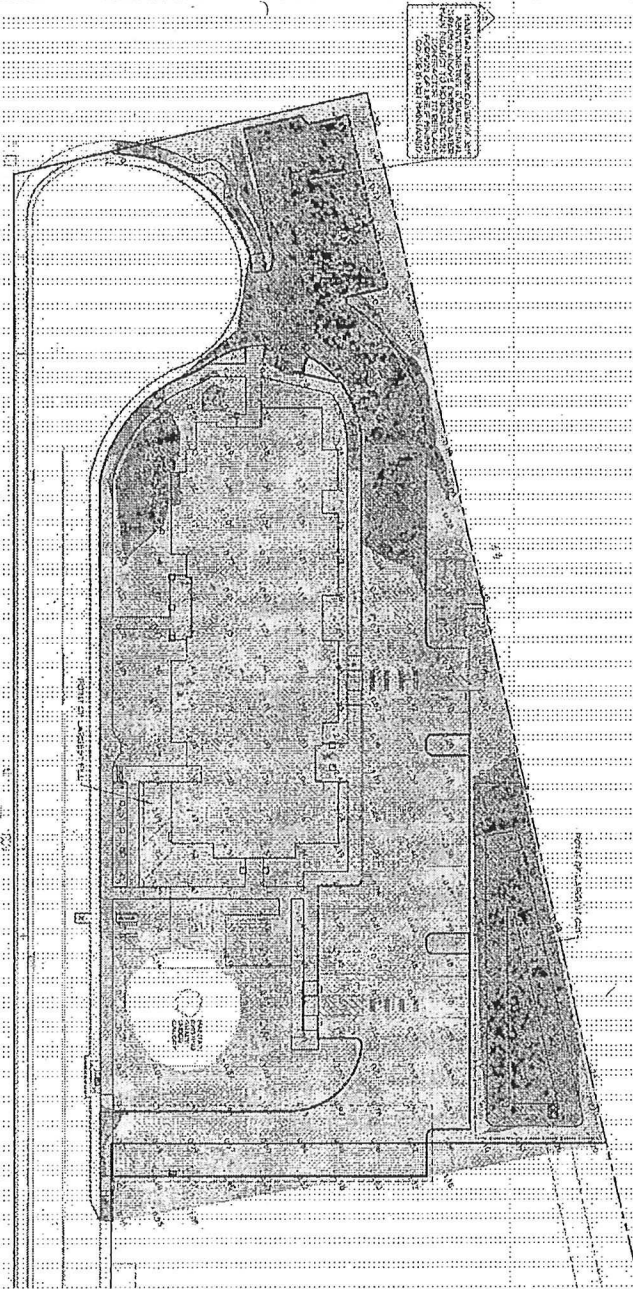
GRADING PLAN
 LONE OAK SENIOR APARTMENTS
 10584 BROKEN OAK COURT
 PACIFIC WEST COMMUNITIES, INC.

Rev. No.	Description	Eng. Title	City Acceptance
2	FOR CHECK COMMENTS	JE	By

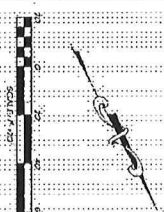


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 888 Marston Court
 1st Floor
 Chino, CA 91710
 916-336-8555
 robertsonerickson.com

C3.0



CONCRETE PAVEMENT TO BE PLACED OVER EXISTING ASPHALT PAVEMENT IN ALL AREAS WHERE THE EXISTING ASPHALT PAVEMENT IS CRACKED OR WEAR SURFACE IS DAMAGED. SEE PLAN FOR AREAS TO BE PAVED.



PERMANENT EARTHWORK ESTIMATE
 THIS ESTIMATE IS BASED ON THE ASSUMPTIONS AND CONDITIONS LISTED ON SHEET 03.1 OF THIS SET OF PLANS. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND MAKE NECESSARY ADJUSTMENTS TO THIS ESTIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES.



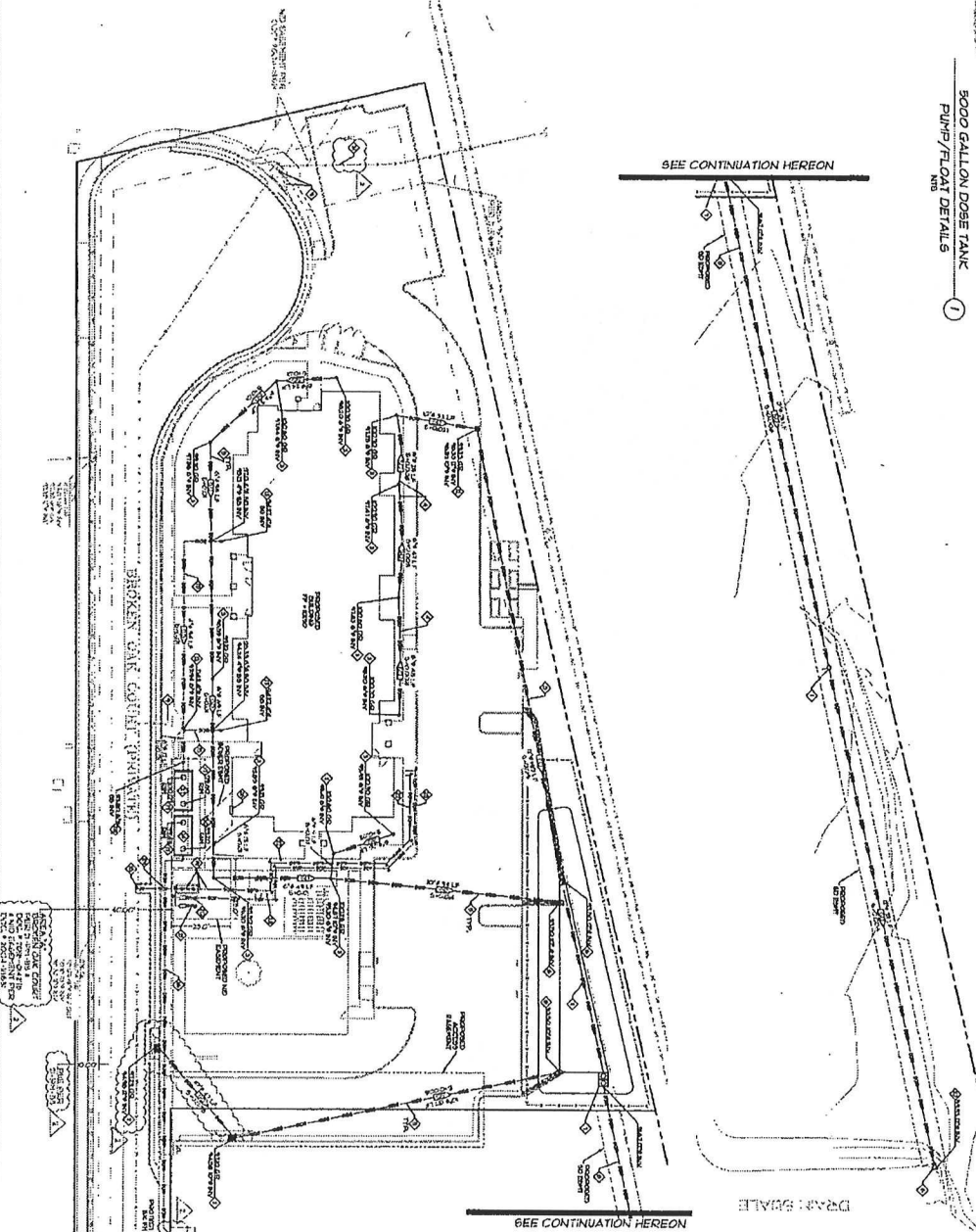
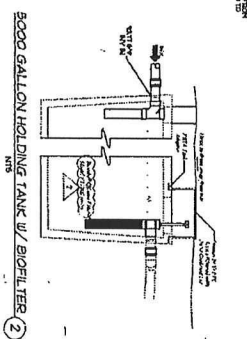
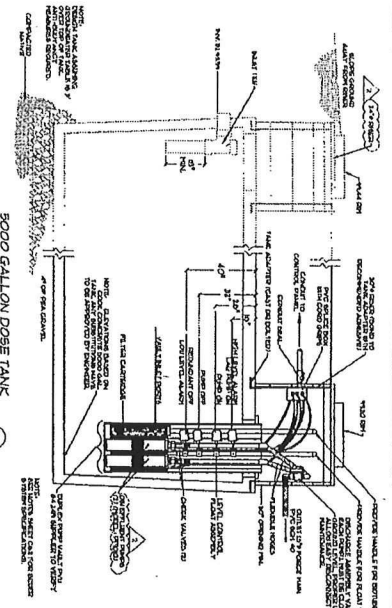
JOB SET
 03.1

EARTHWORK PLAN
 LONE OAK SENIOR APARTMENTS
 10584 BROKEN OAK COURT
 PACIFIC WEST COMMUNITIES, INC.

ISMIL REVISIONS LOG			CITY ACCEPTANCE	
Rev. No.	Description	C. or S.E.	By	Date
1	ISSUE FOR CONSTRUCTION	10/1		



Robertson Erickson
 CIVIL ENGINEERS AND ARCHITECTS
 888 Main Street, Suite 101
 Orange, California 92668
 714-964-7100 FAX 714-964-8955
 robertsonerickson.com



JOB SET
C4.0

UTILITY PLAN
LONE OAK SENIOR APARTMENTS
10584 BROKEN OAK COURT
PACIFIC WEST COMMUNITIES, INC.

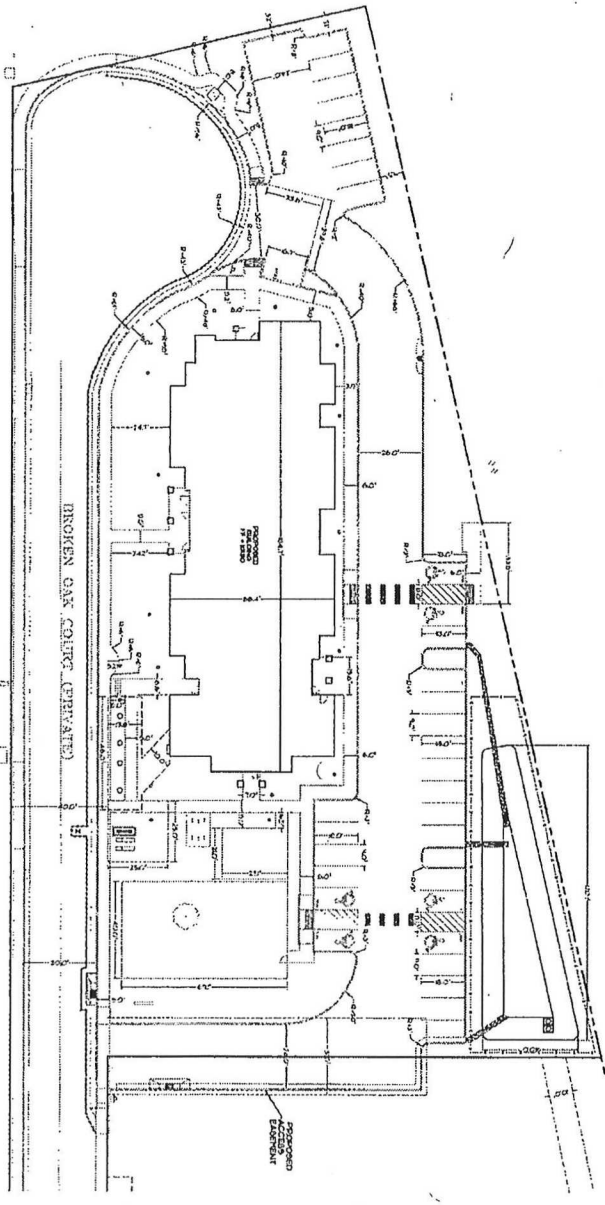
- UTILITY CONSTRUCTION NOTES:
1. INSTALL 1/2\"/>

No.	Description	App.	DATE
1	PLAN CHECK COMMENTS	AE	

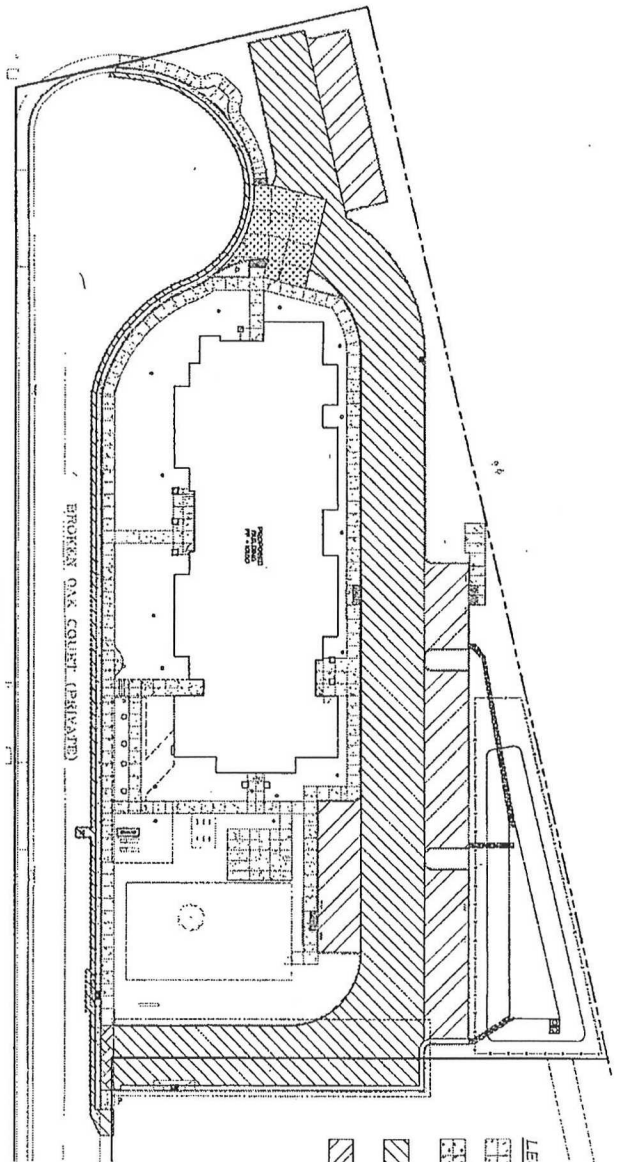


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888 Maranatha Court
Suite 101
Chico, California 95926
530-894-5500 Fax 530-894-0235
robertson@erickson.com

DIMENSIONED SITE PLAN
SCALE: 1" = 20'

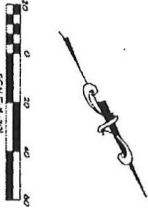


PAVING PLAN
SCALE: 1" = 20'



LEGEND:

- Light Gray Concrete Subbase Area
- Concrete Over Top of Subbase & Over All Internal Curbwork, Driveways & Poles
- Ready Mix Concrete
- Asphalt Concrete
- Asphalt Concrete Parking Section
- Asphalt Concrete Parking Section
- Asphalt Concrete Parking Section
- Asphalt Concrete Parking Section
- Asphalt Concrete Parking Section
- Asphalt Concrete Parking Section
- Asphalt Concrete Parking Section



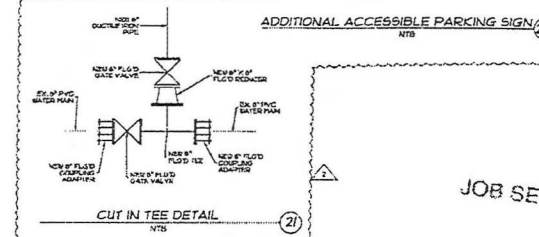
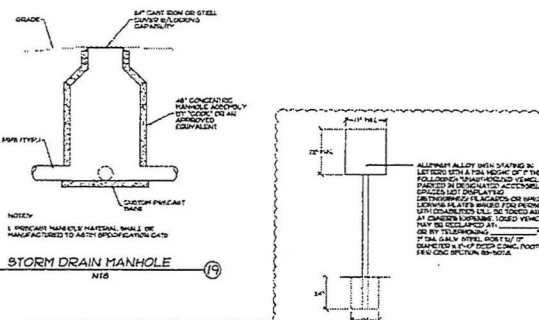
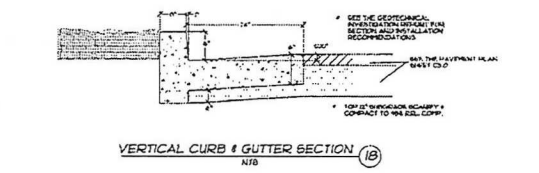
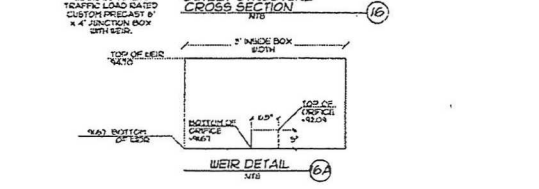
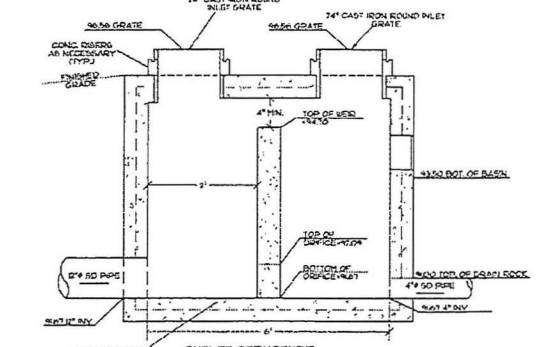
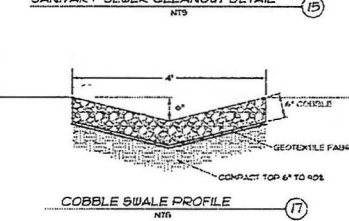
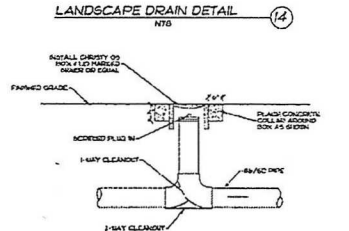
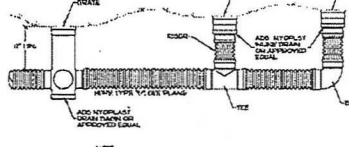
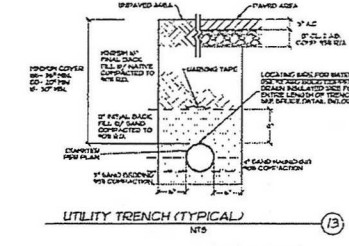
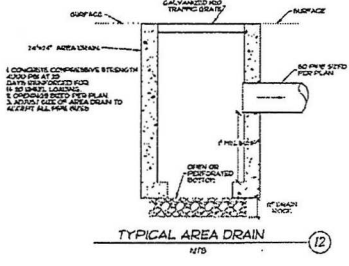
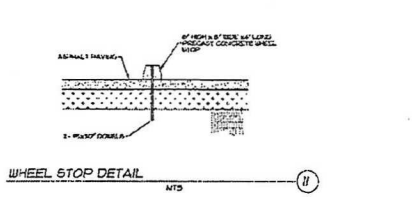
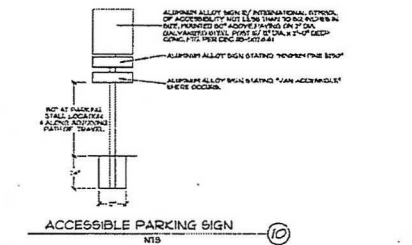
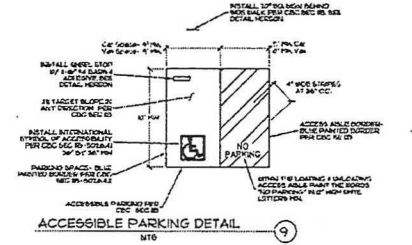
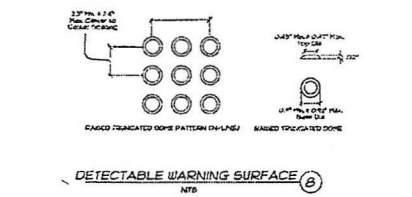
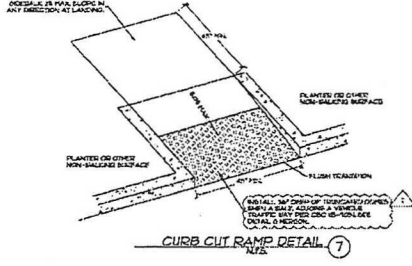
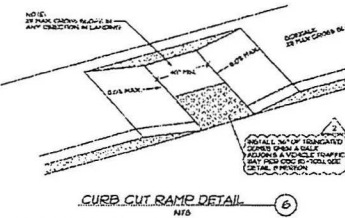
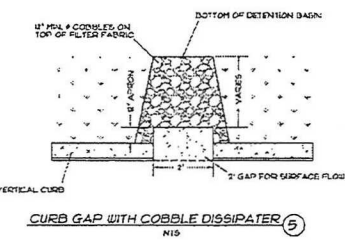
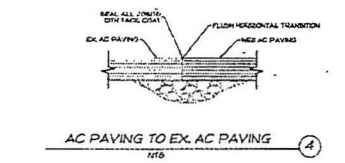
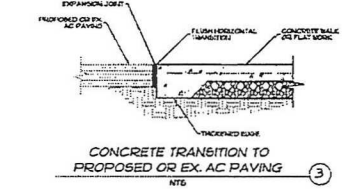
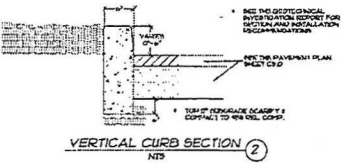
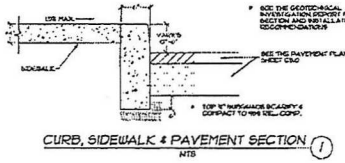
JOB SET
CS.0

PAVING PLAN & DIMENSIONED SITE PLAN
LONE OAK SENIOR APARTMENTS
10584 BROKEN OAK COURT
PACIFIC WEST COMMUNITIES, INC.

PLAN REVISION BLOCK			
Rev. No.	Description	Emp. No.	DATE



Robertson Erickson
Civil, Engineering & Graphics
888 Manhattan Court
Suite 101
Chico, California 95926
530-894-1500 Fax 530-894-8955
robertsonerickson.com



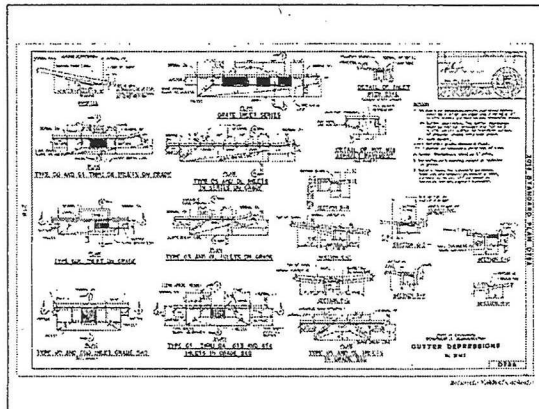
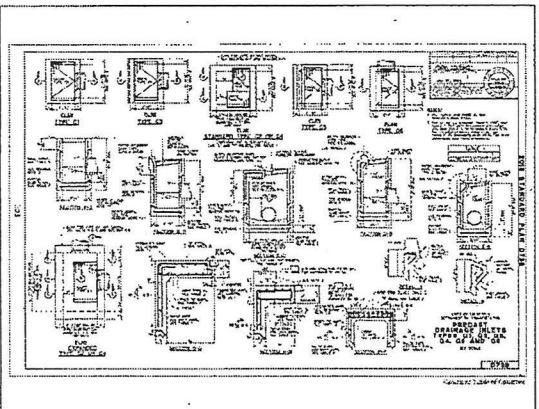
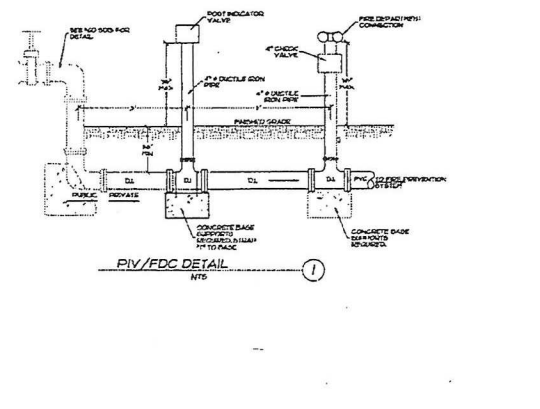
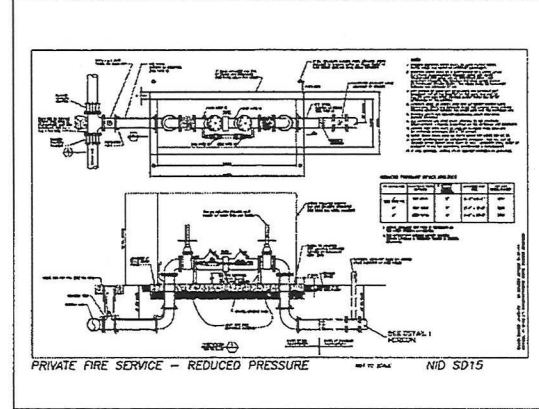
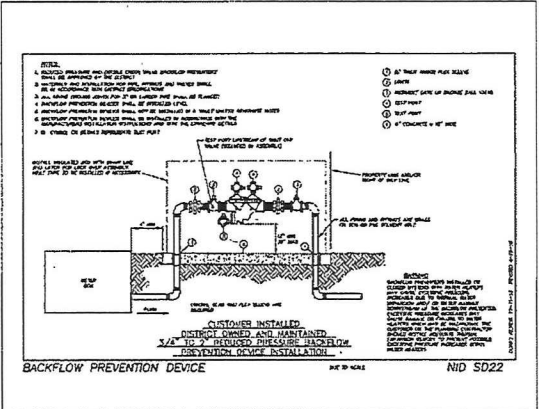
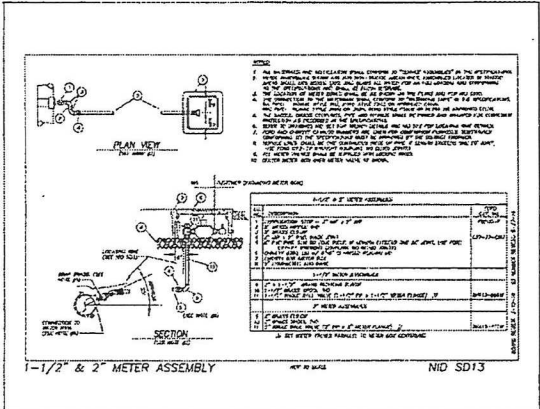
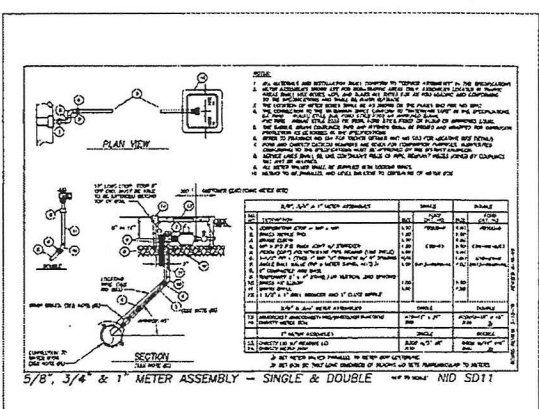
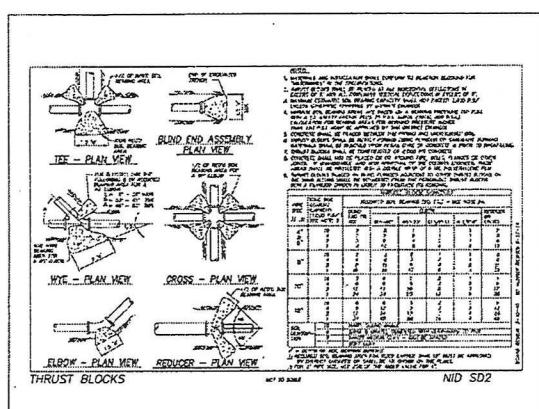
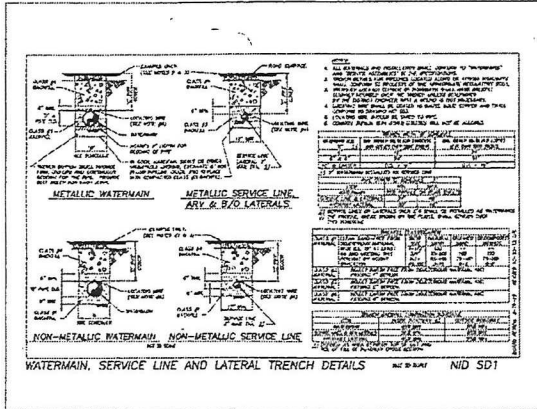
DETAIL SHEET

LONE OAK SENIOR APARTMENTS
10584 BROKEN OAK COURT
PACIFIC WEST COMMUNITIES, INC.

C6.0

Robertson Erickson
CIVIL ENGINEERS & SURVEYORS
8811 Wilshire Blvd. Suite 100
Beverly Hills, CA 90210
Tel: (310) 276-0000
Fax: (310) 276-0001
www.rek.com

DATE: _____
BY: _____
CHECKED BY: _____
SCALE: _____
JOB NO: _____
SHEET NO: _____



Robertson Erickson
 CIVIL ENGINEERS & SURVEYORS
 888 Broadway Court
 Chico, California 95926 (435) 251-1100
 robertsonerickson.com



DATE	BY	DESCRIPTION

DETAIL SHEET
 LONE OAK SENIOR APARTMENTS
 10584 BROKEN OAK COURT
 PACIFIC WEST COMMUNITIES, INC.

JOB SET C6.1

INSTALLATION INSTRUCTIONS

PREPARATION OF THE SURFACE

1. THE SURFACE TO BE COVERED MUST BE CLEAN, DRY, AND FREE OF ALL OIL, GREASE, AND OTHER CONTAMINANTS.
2. THE SURFACE MUST BE LEVEL AND FREE OF ALL CRACKS, HOLES, AND OTHER DEFECTS.
3. THE SURFACE MUST BE PROTECTED FROM ALL WEATHER CONDITIONS DURING THE CURING PERIOD.
4. THE SURFACE MUST BE PROTECTED FROM ALL TRAFFIC AND FOOT TRAFFIC DURING THE CURING PERIOD.

MIXING INSTRUCTIONS

1. MIX THE COMPONENTS IN THE ORDER LISTED IN THE PRODUCT DATA SHEET.
2. MIX THE COMPONENTS THOROUGHLY TO A UNIFORM CONSISTENCY.
3. USE A CLEAN MIXING BUCKET AND MIXING TOOL.
4. DO NOT REUSE MIXED MATERIAL.

APPLICATION INSTRUCTIONS

1. APPLY THE MIXTURE TO THE SURFACE USING A TROWEL OR SPREADER.
2. COMPACT THE MIXTURE TO THE REQUIRED THICKNESS.
3. FINISH THE SURFACE TO THE REQUIRED FINISH.
4. PROTECT THE SURFACE FROM ALL WEATHER CONDITIONS DURING THE CURING PERIOD.

CLEANING INSTRUCTIONS

1. CLEAN THE MIXING BUCKET AND MIXING TOOL IMMEDIATELY AFTER USE.
2. CLEAN THE SURFACE IMMEDIATELY AFTER USE.
3. CLEAN THE SURFACE IMMEDIATELY AFTER USE.
4. CLEAN THE SURFACE IMMEDIATELY AFTER USE.

MAINTENANCE INSTRUCTIONS

1. PROTECT THE SURFACE FROM ALL WEATHER CONDITIONS DURING THE CURING PERIOD.
2. PROTECT THE SURFACE FROM ALL TRAFFIC AND FOOT TRAFFIC DURING THE CURING PERIOD.
3. PROTECT THE SURFACE FROM ALL WEATHER CONDITIONS DURING THE CURING PERIOD.
4. PROTECT THE SURFACE FROM ALL TRAFFIC AND FOOT TRAFFIC DURING THE CURING PERIOD.

WARRANTY

THE MANUFACTURER WARRANTS THAT THE PRODUCT IS FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP AT THE TIME OF MANUFACTURE. THE MANUFACTURER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO THE SURFACE CAUSED BY WEATHER CONDITIONS, TRAFFIC, OR FOOT TRAFFIC.

NOTES

1. READ THE PRODUCT DATA SHEET CAREFULLY BEFORE USING THE PRODUCT.
2. USE THE PRODUCT IN ACCORDANCE WITH THE INSTRUCTIONS.
3. PROTECT THE SURFACE FROM ALL WEATHER CONDITIONS DURING THE CURING PERIOD.
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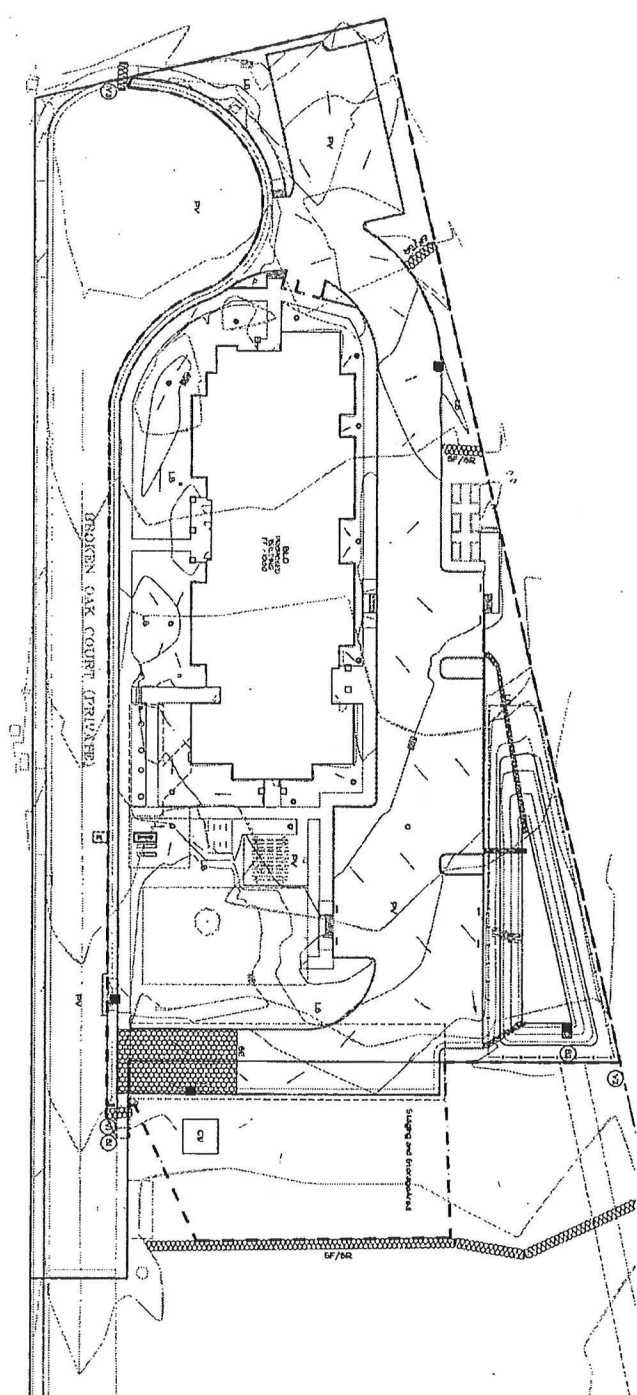
Robertson Erickson
 CIVIL ENGINEERS & SURVEYORS
 848 W. Alhambra Court
 City, California 91702
 818-991-8955
 robertsonerickson.com

Rev. No.	Description	Eng. No.	Date
2	PLAN SHEET COMMENTS	RE	

Rev. No.	Description	Eng. No.	Date
2	PLAN SHEET COMMENTS	RE	

NOTES SHEET
 LONE OAK SENIOR APARTMENTS
 10584 BROKEN OAK COURT
 PACIFIC WEST COMMUNITIES, INC.

JOB SET
 C6.2



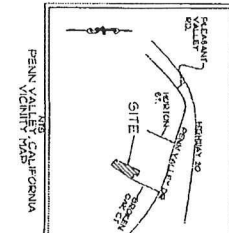
GENERAL NOTES:

1. THESE NOTES, HANDWRITTEN REVISIONS, AND SPECIFICATIONS SHALL TAKE PRECEDENCE OVER THE CONTRACT DOCUMENTS IN CASE OF CONFLICT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CALIFORNIA AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.

ITEM	DESCRIPTION	INSTALLATION	REMARKS
1	CONCRETE CURB	AS SHOWN	CONCRETE CURB TO BE INSTALLED AS SHOWN
2	SEDIMENT BASIN	AS SHOWN	SEDIMENT BASIN TO BE INSTALLED AS SHOWN
3	SILT FENCE	AS SHOWN	SILT FENCE TO BE INSTALLED AS SHOWN
4	CONCRETE CURB	AS SHOWN	CONCRETE CURB TO BE INSTALLED AS SHOWN
5	CONCRETE CURB	AS SHOWN	CONCRETE CURB TO BE INSTALLED AS SHOWN
6	CONCRETE CURB	AS SHOWN	CONCRETE CURB TO BE INSTALLED AS SHOWN
7	CONCRETE CURB	AS SHOWN	CONCRETE CURB TO BE INSTALLED AS SHOWN
8	CONCRETE CURB	AS SHOWN	CONCRETE CURB TO BE INSTALLED AS SHOWN
9	CONCRETE CURB	AS SHOWN	CONCRETE CURB TO BE INSTALLED AS SHOWN
10	CONCRETE CURB	AS SHOWN	CONCRETE CURB TO BE INSTALLED AS SHOWN

LEGEND:

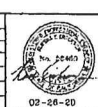
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- 2. UNPAVED CONSTRUCTION ENTRANCE (SW)
- 3. UNPAVED CONSTRUCTION ENTRANCE (NW)
- 4. UNPAVED CONSTRUCTION ENTRANCE (NE)
- 5. UNPAVED CONSTRUCTION ENTRANCE (SE)
- 6. UNPAVED CONSTRUCTION ENTRANCE (SW)
- 7. UNPAVED CONSTRUCTION ENTRANCE (NW)
- 8. UNPAVED CONSTRUCTION ENTRANCE (NE)
- 9. UNPAVED CONSTRUCTION ENTRANCE (SE)
- 10. UNPAVED CONSTRUCTION ENTRANCE (SW)
- 11. UNPAVED CONSTRUCTION ENTRANCE (NW)
- 12. UNPAVED CONSTRUCTION ENTRANCE (NE)
- 13. UNPAVED CONSTRUCTION ENTRANCE (SE)
- 14. UNPAVED CONSTRUCTION ENTRANCE (SW)
- 15. UNPAVED CONSTRUCTION ENTRANCE (NW)
- 16. UNPAVED CONSTRUCTION ENTRANCE (NE)
- 17. UNPAVED CONSTRUCTION ENTRANCE (SE)
- 18. UNPAVED CONSTRUCTION ENTRANCE (SW)
- 19. UNPAVED CONSTRUCTION ENTRANCE (NW)
- 20. UNPAVED CONSTRUCTION ENTRANCE (NE)



11-2008 200

EROSION & SEDIMENT CONTROL PLAN
LONE OAK SENIOR APARTMENTS
10584 BROKEN OAK COURT
PACIFIC WEST COMMUNITIES, INC.

Rev. No.	Description	Engr. No.	City Acceptance	Date

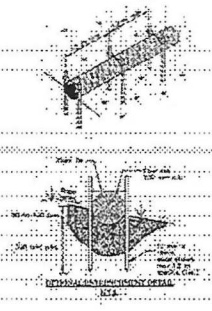


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C7.0

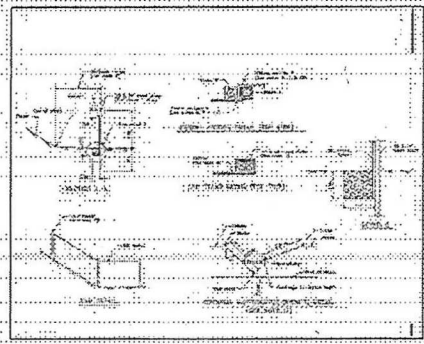
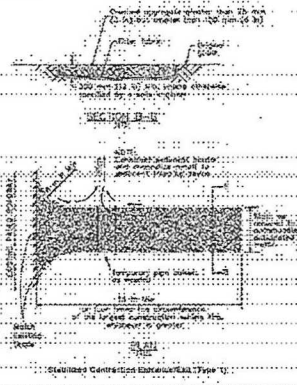
Fiber Rolls

SC-5



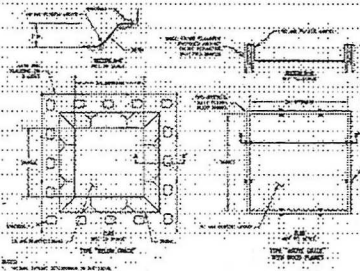
Stabilized Construction Entrance/Exit

TC-1



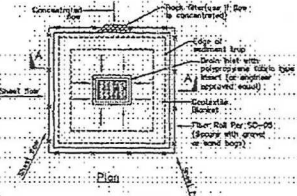
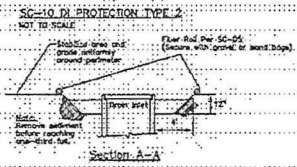
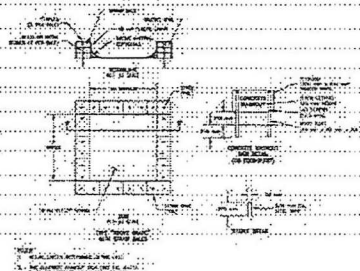
Concrete Waste Management

WM-8

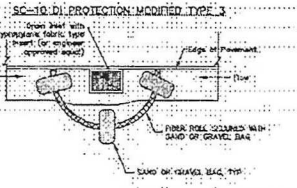


Concrete Waste Management

WM-8



Notes:
 1. For use in cleared and grubbed and finished areas.
 2. Single beam, or that longest, either one, from longest length of beam.
 3. For concentrated flow, slope beam to 2:1 ratio with length oriented towards direction of flow.



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 CIVIL ENGINEERING ARCHITECTS
 3000 West 10th Street
 Suite 100
 Portland, Oregon 97204
 503-241-1000 Fax 503-241-1005
 www.robertsonerickson.com



DATE	BY	DESCRIPTION

EROSION & SEDIMENT CONTROL PLAN
 LONE OAK SENIOR APARTMENTS
 10584 BROKEN OAK COURT
 PACIFIC WEST COMMUNITIES, INC.

JOB SET C7.1