

**CEQA INDEMNIFICATION AGREEMENT  
BETWEEN  
THE CITY OF EL PASO DE ROBLES  
AND  
RED TAIL MULTIFAMILY LAND DEVELOPMENT, LLC**

(Rolling Hill Apartments)

This CEQA Indemnification Agreement (“Agreement”) is made this 18th day of April 2023, by and between the City of El Paso de Robles, a California municipal corporation (“City”) and Red Tail Multifamily Land Development, LLC, a Delaware limited liability company, its successors and assigns (“Applicant”). City and Applicant are sometimes hereinafter referred to individually as “Party” and collectively as “Parties.”

**RECITALS**

WHEREAS, Applicant intends to acquire an ownership interest in real property known as 1041 Creston Road, APNs 009-641-008, 009, 010, 011, 022, (the “Property”) and has submitted to City an application (the “Application”) for approval of **Development Plan** and **Oak Tree Removal** application for a **135 unit multi-family residential apartment** complex on the Property (the “Project”); and

WHEREAS, the Project has been reviewed to determine whether it is subject to the requirements of the California Environmental Quality Act, set forth at Section 21000 et seq., of the Public Resources Code, and its associated regulations (collectively, “CEQA”); and

WHEREAS, it has been determined that the Project may proceed pursuant to a mitigated negative declaration, and therefore an environmental impact report (the “EIR”) will not be prepared in connection with the Project; and

WHEREAS, as a condition to the acceptance of the Application without preparation of an EIR, Applicant has agreed to provide certain assurances and indemnities to the City concerning City’s acceptance of the Application.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth below, the Parties agree as follows:

**TERMS**

1. Incorporation of Recitals. The recitals constitute a material part of this Agreement and are incorporated by this reference as though fully set forth herein.
2. Scope of Indemnification. Applicant shall, at its own expense, and with counsel selected by City as provided in Section 5 below, fully defend, indemnify and hold harmless City, its

elected officials, officers, employees, volunteers and agents ("Indemnified Parties") from and against any and all claims, suits, causes of action, fines, penalties, proceedings, damages, injuries or losses of any kind, including attorneys' fees, (collectively, "Liabilities") incurred by the Indemnified Parties arising out of or in any way related to any alleged violations of CEQA in connection with the City's approval of the Application, including, but not be limited to, actions to attack, review, set aside, void or annul the City's approval of the Application, adoption of the mitigated negative declaration ("MND") and actions premised on, related to or invoking CEQA. City shall promptly notify Applicant of any such claim, action or proceeding and shall cooperate fully in the defense of such claim, action or proceeding. Applicant hereby waives any potential claim it might otherwise assert against City for any suspension of the processing of the Application resulting from the carrying out of this Agreement. Applicant's obligations under this Section 2 shall not be limited to the amount of insurance coverage that may be available to Applicant and shall not otherwise be restricted or confined by the presence or absence of any policy of insurance held by City or Applicant.

3. Survival. Applicant's obligations, as set forth above, shall survive the completion or abandonment of the Application or the Project or the issuance of a certificate of occupancy with respect thereto. Such obligations shall be perpetual in duration and shall continue until such time as the Indemnified Parties are no longer at risk with regard to any of the Liabilities.

4. Interpretation. The provisions of this Agreement are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Further, all obligations and Liabilities under this Agreement are to be paid by the Applicant as they are incurred.

5. Selection of Counsel. As noted in Section 2, Applicant's obligation to indemnify under this Agreement shall include the obligation of the Applicant to defend City with legal counsel of City's own choosing; provided, however, in the event City elects not to select such counsel, the designation of such counsel shall be made by the Applicant but shall be subject to prior written approval by City. In addition, City may, at its discretion, participate in the defense of any action or proceeding.

6. Attorneys' Fees and Costs. In the event that any action or proceeding is commenced between the City and the Applicant to enforce or interpret any term of this Agreement, the prevailing Party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other Party the prevailing Party's costs of suit and reasonable attorneys' fees. The attorneys' fees and costs recoverable pursuant to this Section include, without limitation, attorneys' fees and costs incurred on appeal and those incurred in enforcing any judgment rendered. Attorneys' fees and costs may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.

7. Entire Agreement. This written document contains the entire agreement of the Parties and supersedes any prior oral or written statements or agreements between the Parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

8. Notices. All notices required or necessary under this Agreement shall be given in writing to the following addresses or such other addresses as the Parties may designate by written notice:

To City: City of El Paso de Robles  
1000 Spring Street, 2<sup>nd</sup> floor  
Paso Robles, CA 993446  
Attention: City Manager

To Applicant: Red Tail Multifamily Land Development, LLC  
2082 Michelson Dr, 3rd Fl  
Irvine, CA 92612  
Attn: Ron Wu

With Copy to:  
Nancy Dubonnet APC  
2082 Michelson Drive, 4th Floor  
Irvine, California 92612  
Attn: Nancy Dubonnet, Esq.

All notices shall be considered effective seventy-two (72) hours after placement in the U.S. Mail, first class, postage pre-paid.

9. Waiver. No waiver of any breach or default shall constitute a waiver of any other breach or default, whether of the same or of any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by either Party shall give the other Party any contractual right by custom, estoppel or otherwise.

10. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

11. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which shall collectively constitute one instrument.

12. Captions. The captions in this Agreement are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement or any part or parts of this Agreement.

*[signatures follow on next page]*

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties as of the date first written above.

**APPLICANT:**

**RED TAIL MULTIFAMILY LAND DEVELOPMENT, LLC**,  
a Delaware limited liability company

By:   
Ron Wu, Vice President

**CITY:**

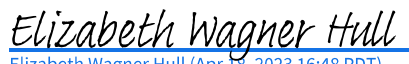
**CITY OF EL PASO DE ROBLES**

By:   
Ty Lewis, City Manager

Attest:

By:   
City Clerk

Approved as to form:

By:   
Elizabeth Wagner Hull (Apr 18, 2023 16:48 PDT)  
City Attorney











# Paso-Redtail CEQA Indemnification Agreement (4.18.23) Red Tail Executed

Final Audit Report

2023-04-18

Created:	2023-04-18
By:	Melissa Boyer (MBoyer@prcity.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAn_a82dWTmoMmWkDoc59EPTbu0zB6zThM

## "Paso-Redtail CEQA Indemnification Agreement (4.18.23) Red Tail Executed" History

-  Document created by Melissa Boyer (MBoyer@prcity.com)  
2023-04-18 - 11:19:51 PM GMT- IP address: 47.44.22.34
-  Document emailed to elizabeth.hull@bbklaw.com for signature  
2023-04-18 - 11:20:42 PM GMT
-  Email viewed by elizabeth.hull@bbklaw.com  
2023-04-18 - 11:42:47 PM GMT- IP address: 188.212.141.234
-  Signer elizabeth.hull@bbklaw.com entered name at signing as Elizabeth Wagner Hull  
2023-04-18 - 11:47:59 PM GMT- IP address: 199.48.59.102
-  Document e-signed by Elizabeth Wagner Hull (elizabeth.hull@bbklaw.com)  
Signature Date: 2023-04-18 - 11:48:01 PM GMT - Time Source: server- IP address: 199.48.59.102
-  Document emailed to Ty Lewis (tlewis@prcity.com) for signature  
2023-04-18 - 11:48:03 PM GMT
-  Email viewed by Ty Lewis (tlewis@prcity.com)  
2023-04-18 - 11:49:03 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Ty Lewis (tlewis@prcity.com)  
Signature Date: 2023-04-18 - 11:49:18 PM GMT - Time Source: server- IP address: 47.44.22.34
-  Document emailed to Melissa Boyer (MBoyer@prcity.com) for signature  
2023-04-18 - 11:49:19 PM GMT
-  Email viewed by Melissa Boyer (MBoyer@prcity.com)  
2023-04-18 - 11:49:36 PM GMT- IP address: 104.47.65.254



Document e-signed by Melissa Boyer (MBoyer@prcity.com)

Signature Date: 2023-04-18 - 11:50:23 PM GMT - Time Source: server- IP address: 47.44.22.34



Agreement completed.

2023-04-18 - 11:50:23 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



**Adobe Acrobat Sign**