

**EASEMENT PURCHASE AND TEMPORARY ACCESS AGREEMENT
NAPA COUNTY AGREEMENT NO. _____**

THIS EASEMENT PURCHASE AND TEMPORARY ACCESS AGREEMENT (“Agreement”), is made and entered into as of this ____ day of _____, 2022 (“Effective Date”), by and between Napa Redevelopment Partners, LLC, hereinafter referred to as “NRP” and NAPA COUNTY, hereinafter referred to as “COUNTY.”

RECITALS

WHEREAS, the approved Napa Pipe tentative map, Development Plan, and Development Agreement between NRP and the City of Napa (Napa Pipe Project) enables COUNTY to achieve consistency with COUNTY’s Housing Element whereby creation of agreed upon affordable housing units will be expected to address a local housing shortage and provides environmental benefits including approximately 4 acres of open space; and

WHEREAS, the Napa Pipe Final Environmental Impact Report (EIR) was certified by the Napa County Board of Supervisors on January 14, 2013 (State Clearinghouse No. 2008122111) and an addendum to the EIR for Napa Pipe Project Modifications dated November 2019 was prepared by the City of Napa pursuant to CEQA Guidelines Section 15164 and in compliance with the requirements of CEQA; and

WHEREAS, as part of the Napa Pipe Project, NRP has requested COUNTY to grant an easement over unimproved land owned by COUNTY (APN 046-610-021) to the City of Napa for the purpose of facilitating NRP’s extension of “Street A” as identified in the approved Napa Pipe tentative map and extension of public utilities (Roadway and Utility Extension) to serve the Napa Pipe Project; and

WHEREAS, in consideration of COUNTY granting such easement to City of Napa, the form of which is attached as Exhibit A to this Agreement, NRP will financially compensate COUNTY and shall relocate a fence from its existing location to an alignment adjacent to the easement area; and

WHEREAS, NRP has requested temporary access to a 20-foot strip of County property located immediately adjacent to said easement area and as depicted in Exhibit B (“Premises”) to this Agreement for the purpose of relocating the fence:

WHEREAS, COUNTY is willing to grant an easement for roadway and utility extension and allow for temporary access to the Premises in consideration of this Agreement;

NOW, THEREFORE, for and in consideration of the granting of an easement for roadway and utility extension, in order to ensure satisfactory performance by NRP, the parties agree as follows:

TERMS

1. **Term of the Agreement.** The term of this Agreement shall begin on the Effective Date and shall expire upon completion of the Scope of Services, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the Parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of NRP to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), 21 (Access to Records/Retention), and 24 (Warranty).
2. **Scope of Services.** NRP shall demolish the portion of the existing fence crossing the easement area, and construct a new fence, with a gate, adjacent to the easement area using the same material and design as the existing fence, and restore and cover disturbed ground with bark, as further depicted in Exhibit C attached hereto and incorporated by reference. COUNTY shall be responsible for maintaining the new fence upon its acceptance by COUNTY.
3. **Compensation and Payment Due Date.** NRP shall perform the Scope of Services at its own cost and expense. As compensation for the grant of the easement, NRP shall pay the County Twenty-Two Thousand, Two Hundred and Seventy-Six dollars (\$22,276) for the easement plus an additional Five Thousand, Eight Hundred and Ninety-Five dollars (\$5,895) for the portion of the Owners Association Dues attributable to the easement area, which the Parties acknowledge is the fair market value for the transfer of all property rights contemplated herein. NRP shall pay COUNTY the amounts set forth in this section 3 within thirty (30) days after the Effective Date of this Agreement.
4. **Description of Premises.** COUNTY hereby allows NRP access, on a temporary basis and not as a lease, and subject to this Agreement, to the "Premises" as depicted schematically on Exhibit B attached hereto and incorporated herein, for the purpose of relocating a fence from its existing location to an alignment adjacent to the easement area on County property.
5. **Independent Contractor.** NRP shall perform this Agreement as an independent contractor. NRP and the officers, agents and employees of NRP are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. NRP shall, at NRP's own risk and expense, determine the method and manner by which duties imposed on NRP by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by NRP.
6. **Grant of Easement.** COUNTY shall execute and deliver to the City of Napa the easement documents attached as Exhibit A within thirty (30) days after NRP's payment of the compensation set forth in section 3.

7. **Insurance.** In accordance with NRP's obligations set forth in subparagraph 7(e) below, NRP shall ensure that all contractors and subcontractors performing or carrying out the Scope of Services in Paragraph 2 above (collectively, "Contractors") obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) **Workers' Compensation insurance.** To the extent required by law during the term of this Agreement, Contractors shall provide workers' compensation insurance for the performance of the Scope of Services under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) **Liability insurance.** Contractors shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) **General Liability.** Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractors, or any officer, agent, or employee of Contractors under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) **Professional Liability/Errors and Omissions.** Professional liability [or errors and omissions] insurance for all activities of Contractors arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim, but only to the extent Contractors are providing architectural or engineering services.

(3) **Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractors' business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Contractors own no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If Contractors or Contractors' employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Contractors shall provide evidence of personal auto liability coverage for each such person upon request.

(c) **Certificates of Coverage.** All insurance coverages referenced in paragraph 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by Contractors with NRP and the COUNTY prior to commencement of performance of the Scope of Services set forth in Paragraph 2.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior

written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) **Waiver of Subrogation and Additional Insured Endorsements.** For the commercial general liability insurance coverage referenced in paragraph 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in paragraph 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, Contractors shall also file with the evidence of coverage an endorsement from the insurance provider naming NRP, COUNTY, their officers and employees as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Contractors shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Contractors not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of NRP and COUNTY shall pertain only to liability for activities of Contractors under this Agreement, and that the insurance provided is primary coverage to NRP and COUNTY with respect to any insurance or self-insurance programs maintained by NRP or COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, Contractors shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) **Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager reasonably determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of NRP by this Agreement. At the option of and upon reasonable request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NRP, COUNTY, their officers and employees, or Contractors shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) **Inclusion in Subcontracts.** NRP agrees to require Contractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. **Hold Harmless/Defense/Indemnification.**

(a) **In General.** To the full extent permitted by law, NRP shall defend at its own expense, indemnify, and hold harmless COUNTY and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses,

injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of NRP or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the active or sole negligence or willful misconduct of COUNTY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either Party to disclose any documents, records or communications that are protected under attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. NRP accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of NRP under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, NRP shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or NRP's actions in this regard.

9. **Termination for Cause.** If either Party shall fail to fulfill in a timely and proper manner that Party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice (or such longer period as reasonably may be necessary to cure such breach) from the other Party describing the nature of the breach, the non-defaulting Party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting Party in the manner set forth in Paragraph 13 (Notices). The COUNTY's Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either Party for any reason and at any time by giving prior written notice of such termination to the other Party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected if COUNTY has executed and delivered the easement documents pursuant to Paragraph 6 or accepted payment from NRP under Paragraph 3. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. [reserved]

12. **No Waiver.** The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either Party desires to give the other Party shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Napa County Public Works
Attn: Director of Public Works
1195 Third Street, Suite 101
Napa, California 94559

NRP

Napa Redevelopment Partners, LLC
c/o Farallon Capital Management, LLC
Attn: R. Fried and S. Heath
Maritime Plaza, Suite 2100
San Francisco, CA 94111

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** NRP hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. NRP also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or NRPs.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective August 23, 2005.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of NRP whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. [reserved]

16. **No Assignments or Subcontracts.**

(a) In general. NRP shall not assign any interest in this Agreement without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by NRP, or to perform any of the remaining services required under this Agreement within the same time frame required of NRP shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the COUNTY Engineer.

(b) Effect of Change in Status. If NRP changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by NRP. Failure of NRP to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both Parties. Failure of NRP to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either Party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** NRP shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, NRP and its subNRPs shall not deny the benefits thereof to any person on the basis of race, color, ancestry,

national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. NRP shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, NRP shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to NRP services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and NRP and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. NRP agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of NRP performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. NRP shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of NRP under this Agreement are subcontracted to a third party, NRP shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractors.

20. **Taxes.** NRP agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. NRP agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of NRP's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, NRP agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY shall have access to any books, documents, papers and records of NRP which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, NRP shall maintain all required records for at least seven (7) years after completion of the Scope of Services and all pending matters are closed, whichever is later.

22. **Authority to Contract.** NRP and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The Parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. NRP hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by NRP of such conflict. NRP further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. NRP agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to NRP under this Agreement.

(b) Statements of Economic Interest. NRP acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires NRP to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that NRP has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. By executing this Agreement, the COUNTY is confirming the Scope of Services does not trigger a requirement for NRP to file a statement of economic interests.

24. **Warranty.** NRP warrants to COUNTY that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in this Agreement, of good quality, in conformance with the Scope of Services, Exhibits and any attachments thereto, and free of defects in materials and workmanship. NRP shall correct or replace any work not in conformance with this warranty at its own cost and expense, if notified by COUNTY within one year after the date the Scope of Services is complete.

25. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

26. **Attorney's Fees.** In the event that either Party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach

thereof, the prevailing Party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

27. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

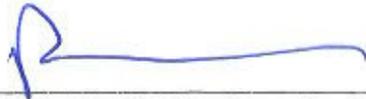
28. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

29. **Counterparts.** This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement is executed by COUNTY, acting by and through the Chair of the Board of Supervisors, and by NAPA REDEVELOPMENT PARTNERS through its duly authorized officer.

NAPA REDEVELOPMENT PARTNERS, LLC

By 
 RICHARD FRIED, Managing Partner

NAPA COUNTY, a political subdivision of the State of California

By _____
 RYAN GREGORY, Chair
 Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Interim County Counsel</p> <p>Date: <u>November 23, 2021</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A"

EASEMENT

RECORDING REQUESTED BY:
City of Napa

WHEN RECORDED RETURN TO:
City Clerk
City of Napa
P.O. Box 660
Napa, CA. 94559

THE UNDERSIGNED DECLARES: DOCUMENTARY TRANSFER TAX EXEMPT
PER R*T CODE 11922 AND GOVERNMENT CODE 6103 AND TAXABILITY CODE 2-00,
EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF EASEMENT
PUBLIC ROAD AND UTILITY EASEMENT**

APN: 046-610-021 (portions)

THIS GRANT OF EASEMENT is made and entered into this ____ day of _____, 2022, by and between NAPA COUNTY, a political subdivision of the State of California (County), and the CITY OF NAPA, a California charter city (City). County and City are hereinafter collectively referred to as the Parties.

RECITALS

- A. The County is the owner of the real property located in the City of Napa, Napa County, California commonly known as Assessor's Parcel No. 046-610-021 (Grantor Parcel).
- B. Napa Redevelopment Partners, LLC (NRP) is developing what is commonly known as the Napa Pipe Project, and has requested the County grant an easement to the City over an unimproved portion of the Grantor Parcel for the purpose of facilitating NRP's extension of "Street A" as identified in the approved Napa Pipe tentative map and extension of public utilities to serve the Napa Pipe Project.
- C. Government Code section 25526.6 authorizes the County to convey an easement to the City upon a finding that the conveyance is in the public interest and that the conveyance will not substantially conflict or interfere with the County's use of the Grantor Parcel.
- D. The County finds and determines the conveyance of this public road easement benefits the public by improving the flow of traffic to and from a development that includes affordable housing, and that the conveyance will not materially interfere with adjacent County operations at the South Campus facility.
- E. NRP has paid the County Twenty-Two Thousand, Two Hundred and Seventy-Six dollars (\$22,276) for the easement plus an additional Five Thousand, Eight Hundred and Ninety-Five dollars (\$5,895) for the portion of the Owners Association Dues attributable to the easement area.

EASEMENT

1. For good and valuable consideration, receipt of which is hereby acknowledged, the County hereby grants to the City an easement for public road and utility purposes, including the right to lay, construct, repair, maintain, operate, renew and replace roadway improvements, sanitary sewer and storm drain collection systems, water distribution systems, electric facilities, public utilities facilities, and appurtenances incidental thereto, in, over, across, and upon the Grantor Parcel situated in the City of Napa, Napa County, State of California, as shown and described in Exhibit A and depicted on Exhibit B attached hereto.

2. The easement shall be kept open and free from buildings and above-ground structures of any kind except: (a) public streets, sidewalks, and associated improvements, (b) public utility structures and appurtenances, (c) street lights, and (d) storm water structures, facilities and appurtenances.

3. The City shall defend, indemnify, protect and hold the County, its officers and employees, and any subsequent owners of the Grantor Parcel, harmless from and against all claims or judgments asserted, or liability established for damages or injuries to any person or property, which arise from the construction, maintenance, or use of the easement area as a public right-of-way. The City's duty to defend, indemnify and hold harmless shall not include any claims or liability arising from the active negligence or willful misconduct of the County, its officers or employees, or any subsequent owners of the Grantor Parcel.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers signing below, have executed this Agreement.

NAPA COUNTY
a political subdivision of the State of California

CITY OF NAPA
a California charter city

By: _____
Ryan Gregory
Chair of the Board of Supervisors

By: _____
Julie B. Lucido
Public Works Director

Approved as to Form

Approved as to Form

By: Thomas C. Zeleny
Interim County Counsel
PL Doc. No. 49631

By: _____
Deputy City Attorney

Approved by the Napa County Board of Supervisors

By: _____
Deputy Clerk of the Board

Attest:

By: _____
Neha Hoskins
Clerk of the Board of Supervisors



July 23, 2021
BKF Job No. 20165165-10

EXHIBIT "A"
LEGAL DESCRIPTION
EASEMENT ONE
(across Napa County property)

All that certain real property situate in the City of Napa, County of Napa, State of California, and described as follows:

BEING a portion of Parcel 12-H, as said parcel is shown on that certain map entitled "Parcel Map No. 4697", filed December 20, 1993, in Book 20 of Parcel Maps, at Page 6, in the Office of the Recorder of Napa County, being more particularly described as follows:

BEGINNING at the southwestern corner of Parcel C, as said Parcel C is shown on said Parcel Map (20 PM 6);

THENCE, from said Point of Beginning, along the southerly line of said Parcel C, South 89°49'04" East 52.00 feet (said southerly line shown as North 89°48'56" East on said Parcel Map);

THENCE, leaving the last said line, the following four (4) courses:

- 1) South 00°10'56" West 15.59 feet,
- 2) southerly along a tangent curve to the right, having a radius of 479.00 feet, through a central angle of 13°00'09", an arc distance of 108.70 feet,
- 3) southwesterly along a compound curve to the right, having a radius of 205.00 feet, to which a radial line to said curve bears South 76°48'55" East, through a central angle of 12°03'58", an arc distance of 43.17 feet, and
- 4) South 25°15'03" West 60.57 feet to the westerly line of said Parcel 12-H;

THENCE, along the westerly line of said Parcel 12-H, North 00°10'56" East (said westerly line shown as North 00°11'04" East on said Parcel Map) 218.96 feet to the **POINT OF BEGINNING**.

Containing an area of 8,044 square feet, more or less.

The basis is bearings of North 62°46'23" East between City of Napa control point No. 1 and point No. 51 as shown on that Record of Survey - City of Napa Control Network, filed for record on April 6, 2012, in Book 41 of Surveys at Pages 44 through 47, inclusive, in the Office of the Recorder of Napa County. Based on the California State Plane Coordinate System NAD83, Zone 2 (2008 Epoch). Distances shown are based on ground distance.

A plat showing the above described easement is attached hereto and made a part hereof as Exhibit "B".

By: Paul Kittredge
Paul Kittredge, P.L.S No. 5790

Dated: 7/26/21



EASEMENT TABLE

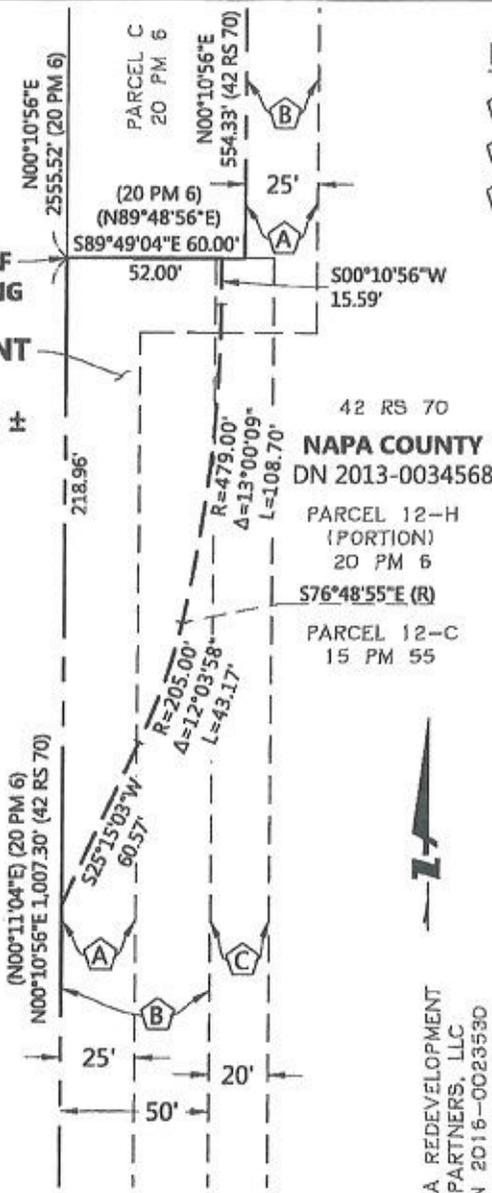
- (A) LANDSCAPE MAINTENANCE EASEMENT (13 RM 96-100)
- (B) STORM DRAIN EASEMENT (13 RM 96-100)
- (C) 20' WIDE NSD RECYCLED WATERLINE EASEMENT PER DN 2002-0021507

SCALE: 1" = 250'



**EASEMENT ONE
8,044 SF ±**

NAPA REDEVELOPMENT PARTNERS, LLC
DN 2016-0023530



DETAIL
SCALE: 1" = 60'

LEGEND:

- DN DOCUMENT NUMBER
- PM PARCEL MAP
- RM RECORD MAP
- SF SQUARE FEET
- BOUNDARY
- ADJACENT LOT LINE
- PROPOSED EASEMENT LINE
- EXISTING EASEMENT LINE

**EASEMENT ONE,
SEE DETAIL**

42 RS 70
NAPA COUNTY
DN 2013-0034568

PARCEL 12-H
(PORTION)
20 PM 6

PARCEL 12-C
15 PM 55

NAPA VALLEY CORPORATE DRIVE

CITY OF NAPA, NAPA COUNTY, CALIFORNIA

EXHIBIT "B"



1646 N. CALIFORNIA BLVD,
SUITE 400
WALNUT CREEK, CA 94596
(925) 940-2200
www.bkf.com

**EXHIBIT B: EASEMENT
DEPICTION**

SUBJECT EXHIBIT – PLAT TO ACCOMPANY

LEGAL DESCRIPTION

JOB NO. 165165

BY CAS

APPR.PK

DATE 7/23/2021

1 OF 1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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)

County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



CERTIFICATE OF ACCEPTANCE

BY

CITY OF NAPA, CALIFORNIA

THIS IS TO CERTIFY that the interest in real property conveyed by the Easement Grant Deed dated _____ from Napa County, a political subdivision of the State of California, to the City of Napa, a California charter city, is hereby accepted on behalf of the City Council of the City of Napa pursuant to authority conferred by City of Napa Council Resolution Number 88-157, dated June 21, 1988, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

CITY OF NAPA, a California charter city

By: _____

Julie B. Lucido
Public Works Director

EXHIBIT "B"

PREMISES

"Temporary Construction Easement"

EASEMENT TABLE

- (A) LANDSCAPE MAINTENANCE EASEMENT (13 RM 96-100)
- (B) STORM DRAIN EASEMENT (13 RM 96-100)
- (C) 20' WIDE NSD RECYCLED WATERLINE EASEMENT PER DN 2002-0021507

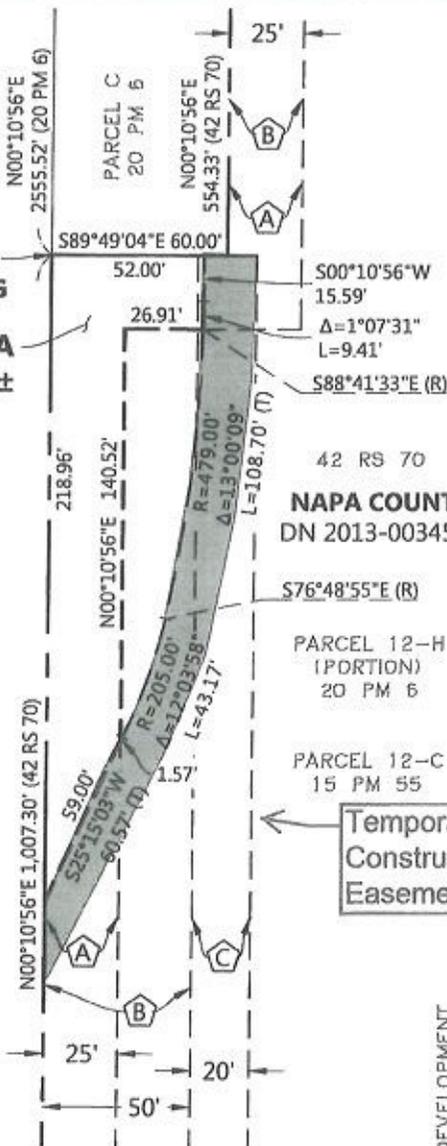
SCALE: 1" = 250'



POINT OF BEGINNING

LME - TBA
5,481 SF ±

NAPA REDEVELOPMENT PARTNERS, LLC
DN 2016-0023530



Temporary Construction Easement

LME - TO BE ABANDONED, SEE DETAIL

DETAIL
SCALE: 1"=60'

LEGEND:

- DN DOCUMENT NUMBER
- LME LANDSCAPE MAINTENANCE EASEMENT
- PM PARCEL MAP
- (R) RADIAL
- RM RECORD MAP
- SF SQUARE FEET
- TBA TO BE ABANDONED
- BOUNDARY
- ADJACENT LOT LINE
- LME - TO BE ABANDONED
- EXISTING EASEMENT LINE

CITY OF NAPA, NAPA COUNTY, CALIFORNIA

EXHIBT "B"

BKF
1646 N. CALIFORNIA BLVD,
SUITE 400
WALNUT CREEK, CA 94596
(925) 940-2200
www.bkf.com

SUBJECT EXHIBIT -- PLAT TO ACCOMPANY
LEGAL DESCRIPTION
JOB NO. 165165
BY CAS _____ APPR. PK _____ DATE 5/7/2021
1 OF 1

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EXHIBIT "C"

FENCE PLAN

