



A Tradition of Stewardship  
A Commitment to Service

Planning, Building & Environmental Services  
Natural Resources Division  
Groundwater Sustainability Agency

1195 Third Street, Suite 210  
Napa, CA 94559  
www.countyofnapa.org

**Brian D. Bordona**  
Director

## **TEMPORARY MONITORING ACCESS EASEMENT AGREEMENT**

This Temporary Monitoring Access Easement Agreement ("**Agreement**") is made and entered into on the last date of execution of this Agreement, by and between Realty Income Properties 2, LLC, a Delaware limited liability company ("**Owner**") and the Napa County Groundwater Sustainability Agency ("**GSA**").

### **RECITALS**

- A. Owner is the owner of the certain real properties, located in the County of Napa, State of California; more particularly described as Assessor's Parcel Numbers: 030-110-026-000, 030-110-015-000, and 030-110-027-000 (the "**Subject Properties**").
- B. GSA desires to gain access on portions of the Subject Properties for the purpose of Groundwater Sustainability Agency related monitoring of the Bale Slough stream channels and stream banks within three (3) feet of the Bale Slough stream channels located on the Subject Properties as described in the Interconnected Surface Water and Groundwater Dependent Ecosystems Workplan for the Napa Valley Subbasin ("**Plan**") attached hereto as Exhibit "B" and incorporated herein by this reference. Owner is willing to grant such permission subject to the terms and conditions of this Agreement.

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. Access Easements: Owner, without any warranties and subject to all matters of record, hereby grants to GSA, its agents, contractors, and subcontractors the non-exclusive temporary right to enter:
  - a. the Bale Slough stream channels and stream banks within three (3) feet of the Bale Slough stream channels located on the Subject Properties depicted on Exhibit "A" attached hereto and incorporated herein by reference ("**Bale Slough Access Easement Areas**") by foot on a limited basis, not to exceed a few times per calendar year, solely for the sole purpose for GSA, at its sole cost and expense, to visually: (a) observe, (b) monitor, and (c) collect data from within the Bale Slough Access Easement Areas regarding: (i) water flow connectivity of Bale Slough, (ii) presence of special-status plant and animal species, and (iii) extent, composition and health of vegetation

communities ("Bale Slough Access Easement"). For the avoidance of doubt, all observations, monitoring and collecting of data performed by Grantee under this Agreement shall be non-invasive and non-destructive.

- b. reasonable roadways located on the remainder of the Subject Properties that lead to the Bale Slough Access Easement Area ("Roadway Access Easement Areas" together with the Bale Slough Access Easement Areas, the "Easement Areas") and points of entry and exit that have been approved in writing by Owner's lessee in advance of GSA's access ("Roadway Access Easement," together with the Bale Slough Access Easement, the "Easement").

For purposes of the Easement, the term "GSA" shall include GSA, its affiliates, agents, employees and/or contractors. The Easement is expressly subject to and shall be conducted in accordance with the terms and conditions set out in this Agreement. Notwithstanding anything in the Easement to the contrary: (a) GSA accepts the Subject Properties as is, where is, with all faults; (b) Owner makes no representations or warranties of any kind, either express or implied, with respect to the Subject Properties or the condition thereof; and (c) the rights granted by the Easement are subject to all matters of record and applicable laws to which the Subject Properties are subject, and to any state of facts which a new survey or physical inspection of the Subject Properties might disclose.

2. Permits, Consents, Approvals and Entitlements: It shall be the responsibility of GSA, at GSA's sole cost and expense, to obtain any and all necessary permits, entitlements, or consents necessary to conduct the observation, monitoring, and collecting of data permitted by the Easement within the Easement Areas.
3. Performance of Services: In conducting the activities permitted under the Easement within the Easement Areas, GSA shall use due care in the exercise of its rights hereunder and shall conduct its activities in such a way as to: (a) not materially interfere with or impair: (i) operations or business being conducted on the Subject Properties, including, but not limited to, agriculture and/or viticulture, harvesting, trellises, fences and irrigation connected therewith, (ii) vehicular circulation on the Subject Properties; (iii) pedestrian or vehicular access to/from the Subject Properties, (b) be good, careful and workmanlike; (c) be lien free; and (d) be in accordance with all applicable laws, codes, rules, regulations and ordinances. For the avoidance of doubt, there shall be no: (x) alterations to the Subject Properties, including but not limited to, the Easement Areas; (y) impacts to the vines, vineyards or agricultural and/or viticultural equipment and facilities installed on the Subject Properties, including, but not limited to, irrigation, and (z) no permanent improvements upon completion of GSA's activities permitted under this Agreement. GSA shall coordinate its entry with Owner's lessee or Owner's lessee's designee pursuant to Section 5 of this Agreement and shall obey all reasonable instructions of Owner and/or Owner's lessee concerning GSA's entry on the Easement Areas and the performance of the activities permitted under the Easement. GSA shall comply with all of Owner's lessee's health and safety procedures during any period during which GSA is within the Easement

Areas and/or the Subject Properties and must check in with Grantor's lessee's vineyard manager upon entrance on the Subject Properties. If a representative of Owner or Owner's lessee reasonably believes that GSA's activity within the Easement Areas is creating or could create an interference with Owner's lessee's use of the Subject Properties, then Owner or Owner's lessee shall immediately notify GSA and GSA shall immediately cease or cause the cessation of its activities permitted under the Easement until the interference is remediated to Owner's and Owner's lessee's reasonable satisfaction. Any damage and/or disturbances to the Subject Properties caused by GSA's entry and/or activities permitted under the Easement shall be repaired and/or replaced by GSA promptly, or at Owner's option by Owner's lessee, at GSA's sole cost and expense. Unless expressly provided in the Easement, GSA shall have no right to park vehicles, store equipment or materials on the Subject Properties without the consent of Owner's lessee of the Subject Properties. Grantor reserves the right for itself and its lessee to the full use and enjoyment of the Easement Areas subject to the rights herein granted to GSA.

4. Term: GSA may enter onto the Easement Areas under this Agreement beginning on the date first written above effective and the Agreement shall expire on October 31, 2027 ("Expiration Date").
5. Notice: GSA shall provide the Owner and Owner's lessee with written notice at least 48 hours prior to entering the Subject Properties and performing the activities permitted under the Easement within the Easement Areas at the following addresses:

Owner: Realty Income Properties 2, LLC (RI# 2702 & 2710)  
11995 El Camino Real  
San Diego, CA 92130  
[Legal@RealtyIncome.com](mailto:Legal@RealtyIncome.com)

Owner's Lessee: Treasury Wine Estates Americas Company  
555 Gateway Road  
Napa, CA 94558

6. Public Record: Owner acknowledges that GSA is required to report data collected as a result of the monitoring to the Department of Water Resources with Annual Reports in connection with sustainable water management and as required under the Plan under this Access Easement. Pursuant to California Government Code Section 7921 *et. seq.* ("CPRA"), a record containing this type of information may be subject to disclosure. In the event the GSA receives any request under the CPRA for potentially confidential or proprietary information, the GSA shall notify in writing Owner and Owner's Lessee no later than five (5) calendar days from receipt of the request. Before disclosing any confidential information, GSA agrees to consult with Owner promptly to provide an opportunity for Owner to assert any available defenses to disclosure. This includes determining the applicability of, and the potential

assertion of, any grounds for exemption or delay in disclosure as permitted by the CPRA or other applicable laws. Should the GSA determine that certain information must be disclosed pursuant to a final legal obligation, the GSA will provide Owner and Owner's Lessee with written notice at least five (5) business days prior to such disclosure, allowing Owner sufficient time to seek any legal remedies to protect its interests.

7. Hold Harmless and Indemnification: Pursuant to the provisions of California Government Code Section 53069, GSA shall indemnify and hold harmless Owner and/or Owner's lessee, its agents, and any sublessees occupying the Subject Properties from and against all liabilities, claims, demands, damages or causes or action for personal injury and damage to property, including reasonable attorney's fees, proximately caused by the GSA's exercise of the Easement herein granted and the performance of the activities permitted under the Easement by the GSA, its agents, contractors, subcontractors, and designees upon the Subject Properties or in the vicinity thereof excepting only matters arising out of the negligent acts or omissions, or willful misconduct of, Owner or Owner's agents. This indemnification (a) shall survive the expiration or termination of the Easement; (b) shall not be limited by reason of any insurance carried by GSA, Grantor, or any tenant of the Subject Properties; and (c) shall extend to any tenant or occupant of the Subject Properties.
8. No Assumption of Risk: GSA does not assume any risk or responsibility whatsoever for any costs, damage, liability, injury, or other possible adverse effects relating to the GSA's activities performed under the Easement, except as caused by the negligence, errors, omissions, or willful misconduct of the GSA, its agents, contractors, subcontractors, or designees.
9. Insurance: Throughout the term of this Agreement, GSA shall procure and maintain in full force and effect (and cause its contractors and subcontractors to maintain in full force and effect) commercial general public liability insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 6 above), death, or property damage arising out of GSA's use of the Easement Areas or the entry onto Owner's Subject Properties, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, naming Owner, Owner's lessee and Owner's successors in the event of a change thereof (provided GSA has been supplied the name of the successor of Owner in the event of a change in ownership) as additional insureds.
10. Attorneys' Fees: Should any dispute arise relating to the implementation or meaning of this Agreement or the conduct of the parties hereunder, the prevailing party shall be entitled to recover actual reasonable out-of-pocket attorney's fees and costs incurred in connection with such action.
11. No Recourse: Owner shall have no recourse against GSA for further financial support or assistance except as expressly set forth in this Agreement.


12. Cancellation: Either party may provide written notice to cancel this Agreement. Notice is effective immediately upon receipt. In the event, the Agreement is not cancelled by either party before the Expiration Date, the Agreement expires on the Expiration Date as indicated in Section 4 of this Agreement.
13. Recordation. GSA, at its sole cost and expense, shall record this Agreement, including all necessary exhibits, in the official land records of the county and state where the Subject Properties are located within thirty (30) days following the execution of this Agreement. GSA shall provide Grantor with an electronic version of the recorded Agreement, including the recording information, within fifteen (15) days after recordation of the Agreement.
14. Assignment. This Agreement shall not be assigned by GSA to any other party except as provided herein without the express written consent of Owner.
15. Captions. The captions in this Agreement are for convenience only and are not part of this Agreement. The captions do not in any limit or amplify the provisions of this Agreement and shall not affect the construction or interpretation of any of its provisions.
16. Partial Invalidity. If any term, covenant or condition of this Agreement or its application to any persons or circumstances shall be held to be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to other persons or circumstances shall not be affected, and each term hereof shall be valid and enforceable to the fullest extent permitted by law.
17. Counterparts. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, binding on all parties.
18. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of any of the Subject Properties to or for the general public.
19. Amendments. This Agreement may only be amended in writing signed by both parties.
20. Governing Law. This Agreement will be construed and interpreted in accordance with the laws (excluding conflict of laws principles) of the State of California.
21. Entire Agreement: This Agreement constitutes the entire understanding between the parties with respect to the activities contemplated by this Agreement. All prior agreements or understandings, whether oral or written, are superseded. This Agreement may be amended only by a written document duly executed by the parties. This Agreement is governed by the laws of the State of California.

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Executed the day and year first above written.

**Realty Income Properties 2, LLC,**  
a Delaware limited liability company

By: Realty Income Corporation,  
a Maryland corporation,  
its sole and managing member

Approved As To Form  
Legal Department  
  
L. Tehrani

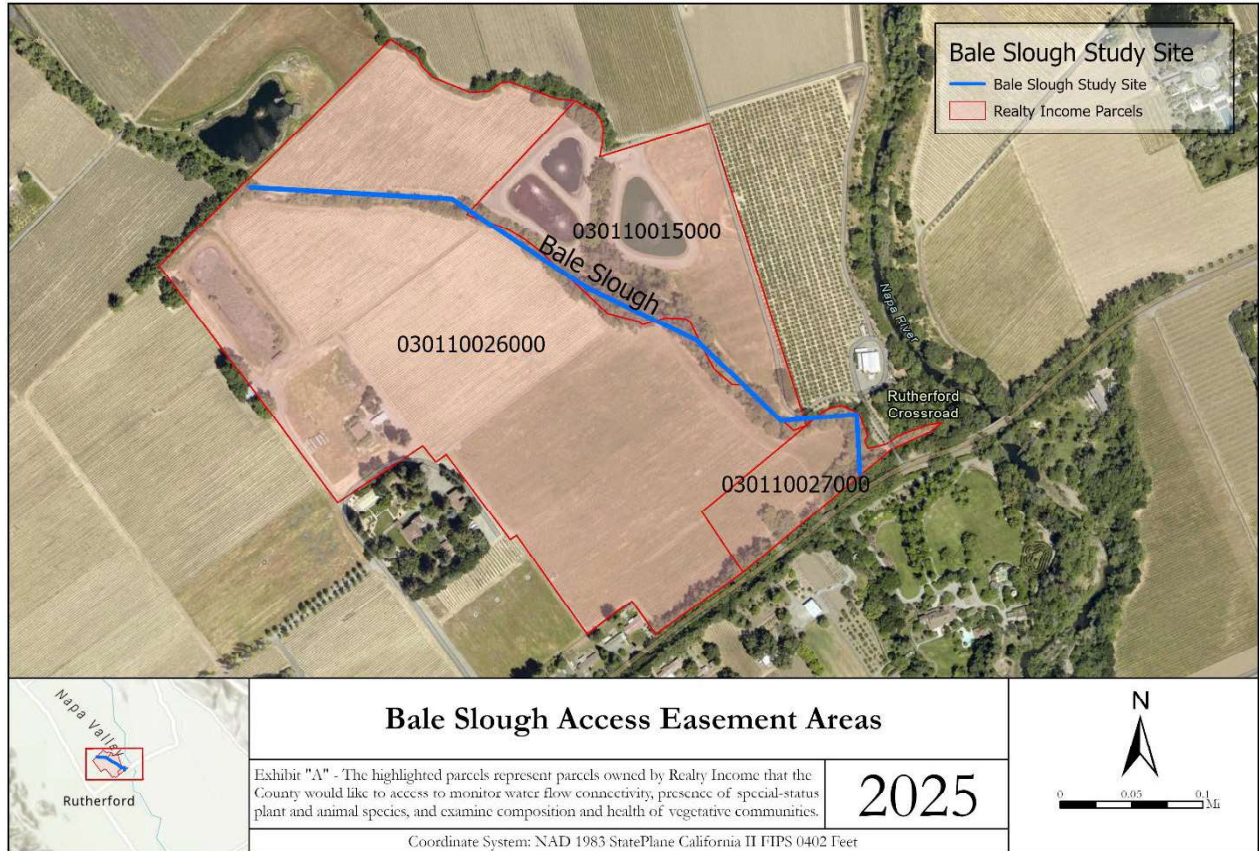
By: Daniel Haug  
Daniel Haug (Mar 20, 2025 17:07 PDT)  
DANIEL HAUG  
SVP & Associate General Counsel

**NAPA COUNTY GROUNDWATER  
SUSTAINABILITY AGENCY**

By: \_\_\_\_\_  
ANNE COTTRELL, Chair of the  
Board of Directors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Chris R.Y. Apallas</i></p> <p>Date: March 20, 2025 Doc. No. 128827</p>	<p>APPROVED BY THE NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY BOARD OF DIRECTORS</p> <p>Date: Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Directors</p> <p>By: _____</p>
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**Exhibit "A"**  
**Bale Slough Access Easement Areas**



**Exhibit "B"**  
**Workplan**

Interconnected Surface Water (ISW) and Groundwater Dependent Ecosystems (GDE) Workplan:  
Napa Valley Subbasin, March 2024