

RECORDING REQUESTED BY:
Napa County Flood Control and Water
Conservation District

WHEN RECORDED MAIL TO:
Napa County Flood Control and Water
Conservation District
804 First Street
Napa, CA 94559

The undersigned grantee hereby declares this instrument to be exempt from Recording Fees (Govt. Code §§ 6103 and 27383) and Documentary Transfer Tax (Revenue and Taxation Code §11922). *Government Agency Acquiring Title*

APN: 044-301-032

Space Above This Line for Recorder's Use

TEMPORARY CONSTRUCTION EASEMENT DEED

For good and valuable consideration pursuant to that certain Purchase and Sale Agreement executed by the parties hereto, on or about the date hereof ("AGREEMENT"), the undersigned, **LYDIA P DAMIAN AND JOHN DAMIAN, WIFE AND HUSBAND, AS COMMUNITY PROPERTY ("GRANTOR")**, hereby grants to the **Napa County Flood Control and Water Conservation District, a special district of the State of California ("GRANTEE")**, and its successors and assigns, a Temporary Construction Easement, over, across, under, and through the real property situated in the County of Napa, State of California, shown and described in Exhibits "A" and "B", attached hereto and made a part hereof ("EASEMENT AREA"), for construction and conformance purposes related to the **Napa River / Napa Creek Flood Protection Project ("PROJECT")**.

GRANTEE's rights under the easement granted hereby shall include, without limitation, the right of GRANTEE, its officers, agents, contractors, and employees, and other governmental agencies responsible for review or construction of any portion of the PROJECT and such agencies' officers, agents, contractors, and employees, to enter upon the EASEMENT AREA with personnel, vehicles, and equipment for construction of the PROJECT, and all other activities related thereto, to remove all improvements, trees, and vegetation thereon that interfere with the purpose for which this easement is granted, to conform the EASEMENT AREA to the PROJECT, and do any and all other actions necessary and appropriate to the construction of the PROJECT. Access and use of portions of the EASEMENT AREA by GRANTOR, its tenants, invitees, and guests will be allowed to the extent that said portion is not being used for PROJECT construction or staging purposes at that time.

If improvements in the EASEMENT AREA are removed pursuant to this Temporary Construction Easement, such improvements will be restored to their original condition or as

close thereto as is feasible, on or before the termination of the Temporary Construction Easement period. In the event GRANTEE determines that restoration of said improvements within the Temporary Construction Easement area is not feasible or practicable, GRANTOR will be compensated for the improvements at a market value determined by GRANTEE.

This Temporary Construction Easement is for a total period of Twelve (12) months, to commence on the START DATE stated in the notice that Grantee delivers to Grantor, fixing the start date of occupation of the EASEMENT AREA and construction of the PROJECT there as identified in the Plans and Specifications for the Floodwalls North of the Bypass Project. The Temporary Construction Easement will terminate twelve (12) months after the START DATE (the "TERM"). In case of unpredictable delays in construction, upon written notification by GRANTEE to GRANTOR, the TERM of the Temporary Construction Easement may be unilaterally extended by GRANTEE for up to an additional twelve (12) months on a monthly basis provided that GRANTEE provides written notice to GRANTOR of such extension prior to the expiration of the original TERM or any monthly extension thereof. Along with its written notice of its exercise of such extension option, GRANTEE shall also deliver to GRANTOR additional compensation in the monthly amount of \$204. GRANTEE will give GRANTOR at least thirty (30) days' written notice prior to entering the EASEMENT AREA. In no event shall this Temporary Construction Easement TERM extend beyond the completion of construction, or December 31, 2028, whichever occurs first. At no additional cost to GRANTEE, During the Temporary Construction Easement TERM GRANTEE shall have the right to enter upon GRANTOR's retained property, where necessary, to reconstruct or perform any warranty or conformance works during or after the expiration of the Temporary Construction Easement and any extension thereto and/or the completion of the PROJECT. Said works include conforming driveways, walkways, lawn, landscaped and hardscaped areas, irrigation systems, sidewalks, or any area where reconstruction or warranty work on GRANTOR's retained property is necessary.

All work performed by GRANTEE in the EASEMENT AREA shall conform to applicable building, fire, and sanitary laws, ordinances, and regulations relating to such work and shall be done in a good and workmanlike manner.

GRANTEE agrees to indemnify and hold harmless GRANTOR, and its successors and assigns, from any liability arising out of GRANTEE's negligent operations and use of the Temporary Construction Easement area pursuant hereto, including, to the extent applicable, the release of hazardous substances or hazardous waste on the Temporary Construction Easement area, by GRANTEE or any of its contractors, subcontractors, or invitees in connection with the PROJECT. GRANTEE further agrees to assume responsibility for any damages proximately caused by reason of GRANTEE's negligent operations and use of the Temporary Construction Easement area pursuant hereto, and GRANTEE will, at its option, either repair or pay for such damages.

Within sixty (60) days of the end of the TERM, GRANTEE will execute, acknowledge, and deliver to GRANTOR a quitclaim deed or any other document, in a form reasonably acceptable to GRANTOR, as may be reasonably necessary to confirm the termination of the Temporary Construction Easement granted herein and to eliminate the AGREEMENT and this Temporary Construction Easement as encumbrances on the title of the GRANTOR's real property. The forgoing notwithstanding, a failure by GRANTEE to deliver a quitclaim deed or a failure by GRANTOR to record a quitclaim deed as provided herein shall not be deemed to

extend the term of the Temporary Construction Easement beyond the TERM set forth herein above.

The rights and obligations contained in this Grant of Temporary Construction Easement: (a) run with and burden the land, and are binding on GRANTOR and its successors and assigns, and (b) during the TERM and extensions thereof, constitute an easement in gross for the benefit of GRANTEE and its successors and assigns.

IN WITNESS WHEREOF, GRANTOR(S) has executed and acknowledged this Grant as of the day and year first written below, and GRANTEE, as of the date set forth next to its signature in the certificate of acceptance, has accepted the grant of Easement made by this Grant.

GRANTOR: LYDIA P DAMIAN AND JOHN DAMIAN, WIFE AND HUSBAND, AS COMMUNITY PROPERTY

By: _____

Lydia P Damian

Date: 8/21/24

By: _____

John Damian

Date: 8/21/24

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT


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

STATE OF CALIFORNIA
COUNTY OF NAPA

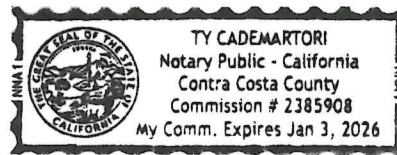
On this 21ST day of AUGUST, 2024, before me, TY CADEMARTORI, a Notary Public in and for the State of California, personally appeared LYDIA DAMIAN & JOHN DAMIAN proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument, and acknowledged 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 the day and year first above written.



NOTARY PUBLIC



CERTIFICATE OF ACCEPTANCE

**TEMPORARY CONSTRUCTION EASEMENT DEED
(Portion of APN 044-301-032)**

Pursuant to California Government Code section 27281, this is to certify that the interest in real property granted by the Temporary Construction Easement Deed from **LYDIA P. DAMIAN AND JOHN DAMIAN, WIFE AND HUSBAND, AS COMMUNITY PROPERTY** to the NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (“District”), a special district of the State of California, is hereby accepted by its assignee as ordered by the District Board on July 16, 2024 and the District consents to the recordation thereof by its duly authorized officer.

Date: _____

RICHARD M. THOMASSER
District Manager

APPROVED AS TO FORM:
District Legal Counsel

By: Shana A. Bagley
Date: 07/28/2023
[PL No. 93158.2]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF NAPA

On this ____ day of _____, 20____, before me, _____, a Notary Public in and for the State of California, personally appeared _____ 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 the day and year first above written.

NOTARY PUBLIC

EXHIBIT A
Legal Description

TEMPORARY CONSTRUCTION EASEMENT

A portion of the Lands of Lydia P. Damian and John Damian, wife and husband as community property as described in the Grant Deed recorded on July 19, 2013 as Series Number in 2013-0020792, the office of the Napa County Records, State of California, said portion described as follows:

Beginning at the point on the south line of said Lands of Damian that bears North 80° 52' 10" East 117.13 feet from the southwest corner of said Lands of Damian; thence continuing along said south line North 80° 52' 10" East 8.50 feet to **Point A** and the beginning of a non-tangent curve concave to the southwest having a radius of 600.00 feet and to which a radial line bears North 77° 25' 05" East; thence leaving said south line northerly 76.70 feet along said curve through a central angle of 7° 19' 26" to the north line of said Lands of Damian; thence along said north line South 71° 40' 11" West 5.70 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 500.00 feet and to which a radial line bears North 71° 30' 52" East; thence leaving said north line southerly 71.01 feet along said curve through a central angle of 8° 08' 15" to the beginning of a compound curve concave to the southwest having a radius of 656.00 feet; thence 4.49 feet along said curve through a central angle of 0° 23' 32" to the **Point of Beginning**.

Together with

Beginning at said Point A; thence continuing along said south line North 80° 52' 10" East 50.40 feet; thence leaving said south line North 25° 39' 39" West 17.26 feet; to the **Point of Beginning being Point B** thence North 31° 13' 00" West 22.09 feet; thence North 21° 11' 15" West 26.37 feet; thence North 21° 05' 12" West 19.69 feet to the north line of said Lands of Damian; thence along said north line North 71° 40' 11" East 38.07 feet; thence leaving said north line South 44° 24' 00" East 40.19 feet to the north line of said Lands of Damian; thence along said north line South 12° 00' 30" East 36.59 feet; thence South 77° 59' 30" West 44.79 feet to the **Point of Beginning Point B**.

Basis of Bearing being the bearing between Monuments #B-9 and #B-10 on Lincoln Avenue shown on the map Record of Survey Map No. 3052, filed June 26, 1978 in Book 20 of Record of Surveys at Page 64-72, Napa County Records, as North 89° 43' 00" West and measured as North 89° 43' 09" West.

End Description

Area: 3,877 Sq. Ft.
0.09 Ac.

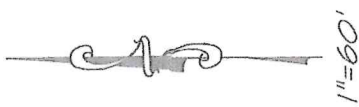


EXHIBIT B

Plat Map

Line & Curve Table			
Line # Curve #	Length	Direction Delta	Radius
L1	6.50'	N80°52'10"E	
C1	76.70'	7°19'26"	600.00'
L2	5.70'	S71°40'11"W	
C2	71.01'	8°08'15"	500.00'
C3	4.49'	0°23'32"	656.00'

Line Table		
Line #	Length	Direction
L3	17.26'	N25°39'39"W
L4	22.09'	N31°13'00"W
L5	26.37'	N21°11'15"W
L6	19.69'	N21°05'12"W
L7	38.07'	N71°40'11"E
L8	40.19'	S44°24'00"E
L9	36.59'	S12°00'30"E
L10	44.79'	S77°59'30"W



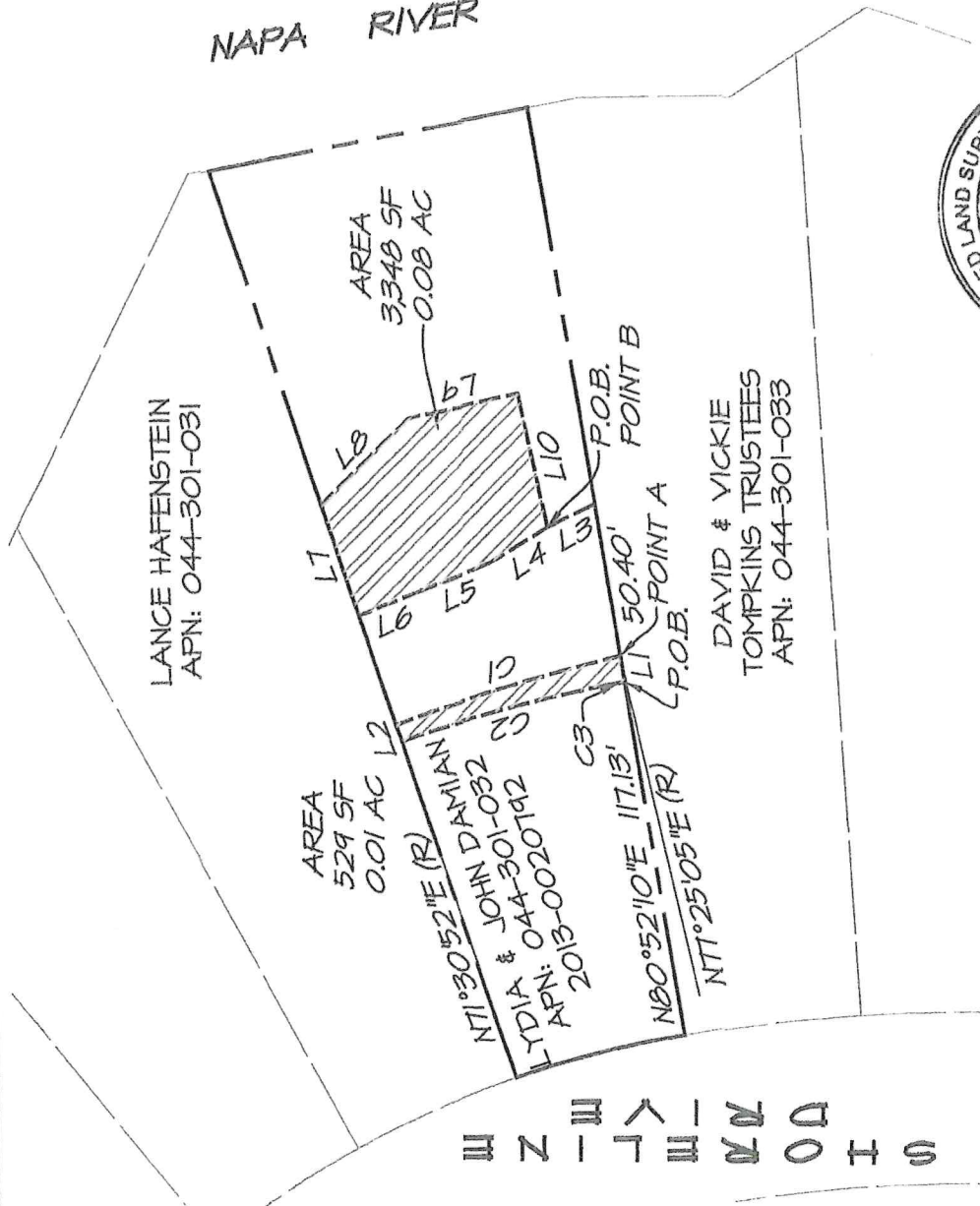
LEGEND
 - - - - - PROPERTY LINE
 - - - - - EASEMENT LINE
 - - - - - ADJACENT
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TEMPORARY CONSTRUCTION EASEMENT

RSA+
 1515 FOURTH STREET
 NAPA, CALIF. 94559
 OFFICE 707/252.3301
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RSA+ CONSULTING CIVIL ENGINEERS + SURVEYORS + | 1980
 03-06-2024
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NAPA RIVER



LICENSED LAND SURVEYOR
 CHRISTOPHER M. TIBBITTS
 No. LS8585
 STATE OF CALIFORNIA
 6/19/24

BASIS OF BEARING
 THE BEARING BETWEEN MONUMENTS #B-9 AND #B-10 ON LINCOLN AVENUE SHOWN ON THE MAP RECORD OF SURVEY MAP NO. 3052, FILED JUNE 26, 1978 IN BOOK 20 OF RECORD OF SURVEYS AT PAGE 64-72, NAPA COUNTY RECORDS, AS NORTH 89° 43' 00" WEST AND MEASURED AS NORTH 89° 43' 09" WEST.

THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION