

PERMIT TO ENTER AND CONSTRUCT

Agency: California Department of Forestry and Fire Protection

Project: Sonoma-Lake-Napa Unit (LNU) Headquarters -
Saint Helena Fire Station (FS26)
Vine Trail Easement

File: TR18031 / FISCAL 000000000004717

This PERMIT TO ENTER AND CONSTRUCT (Permit) dated, _____ 2021, between the STATE OF CALIFORNIA, acting by and through its Director of the Department of General Services (DGS), with the approval of the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter collectively referred to as "STATE", and the NAPA VALLEY TRANSPORTATION AUTHORITY, a joint powers agency under the laws of the State of California, its officers, employees, agents and contractors (NVTa). STATE and NVTa are hereinafter collectively referred to as the PARTIES.

STATE hereby gives permission to NVTa to enter upon that STATE's real property located in the County of Napa, State of California, being a portion of the Sonoma-Lake-Napa Unit (LNU) Headquarters located at 1199 Big Tree Rd, Saint Helena, and the Saint Helena Fire Station (FS26) located at 3535 Saint Helena Highway, Calistoga, California as more specifically depicted on the Temporary Construction Area attached hereto as Exhibit A, (Project Area), consisting of Two (2) pages, and by this reference made a part hereof.

This Permit provides NVTa access to the Project Area for the construction of a multipurpose asphalt public recreational trail (Public Trail) for such purposes as walking, jogging, running, skating, or biking.

This Permit is subject to the following terms and conditions:

1. NVTa's entry onto the Project Area shall be as allowed by STATE and only upon STATE's execution of this Permit and in accordance with the notice provisions herein. Any areas needed by NVTa for construction staging or lay down shall be as designated by CAL FIRE.
2. This Permit is subject to existing contracts, leases, licenses, encumbrances, claims, and current or planned STATE projects which may affect said real property.
3. NVTa shall construct, at its sole cost and expense, said improvements in accordance with the Project Plan Map attached hereto as Exhibit B, consisting of Two (2) pages and incorporated herein. NVTa shall not materially deviate from these proposed plans without obtaining written authorization from STATE.
4. NVTa waives all claims against STATE, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Permit, and NVTa agrees to protect, save harmless, indemnify, and defend STATE, its officers, agents and employees from any and all loss, damage or liability, including, without limitation, all legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability which may be suffered or incurred by STATE, its officers, agents and employees caused by, arising out of, or in any way connected with exercise by NVTa of the rights hereby granted, except those arising out of the sole negligence of STATE.
5. All construction by NVTa shall be subject to all applicable state, federal, municipal, county or district laws, codes, rules and regulations pertaining to the Americans with Disabilities Act (ADA), California Environmental Quality Act (CEQA), and State and Municipal building codes. All improvements set forth in the final approved plans shall be completed in a lawful manner and in conformity with all applicable laws, codes, ordinances and regulations.

6. NVTA shall keep the Project Area free from any liens arising out of any work performed, materials furnished, or obligations incurred by NVTA and shall indemnify, hold harmless and defend STATE from any such liens and encumbrances arising out of any work performed or material furnished by or at the direction of NVTA or contractors of NVTA. Notice is hereby given that the STATE shall not be liable for any work or materials furnished to NVTA on credit and no mechanic's lien or other lien for any such work or materials shall attach to or affect STATE's interest in the Property based on any work or material supplied to NVTA or anybody claiming through NVTA. NVTA shall, within thirty (30) days after being furnished notice of the filing of any such lien, take action, whether by bonding or otherwise, as will remove or satisfy any such lien. STATE shall have the right at all times to post and keep posted on the Project Area any notices permitted or required by law or that STATE deems proper for its protection, and the protection of the STATE's property from liens.
7. STATE reserves the right to use the Project Area in any manner, during the term of this Permit, provided such use does not unreasonably interfere with NVTA's rights herein.
8. This Permit shall commence March 1, 2022 and terminate on September 30, 2022, with a three (3) month construction window or upon written approval by the PARTIES, with proper seven (7) day notice and upon satisfaction of Provisions 13, 14, and 15 herein should such termination occur after the start of construction unless otherwise agreed to in writing by STATE in its sole discretion. Said discretionary action may also include restoration of the Project Area at no cost to the STATE.
9. NVTA to finalize details of project design and obtain CAL FIRE authorization prior to beginning construction.
10. NVTA shall also construct, install, and operate at no cost to the STATE, Hybrid Beacons on overhead mast arms and in-pavement flashing lights in the public roadway at and along the Public Trail crossing between FS26 and LNU over SR29 that are activated by pedestrian buttons, along with FS26 and LNU driveway egress vehicle ground sensors, and "KEEP CLEAR" road stencils with diagonal lines across all lanes in between and in front of both driveways ingress/egress areas.
11. NVTA shall also construct, install, and operate, at no cost to the STATE, Advance Warning Signs appropriately distanced north of the northerly driveway into FS26 and south of the northerly driveway into LNU. The Signs shall be placed along SR29 and provide a flashing "Fire Station" (or "Prepare to Stop") message.
12. NVTA shall, at no cost to the STATE, obtain all necessary rights from Caltrans and any other property owners along with any approvals required for the construction, installation, and operation of the improvements identified in Provisions 10 and 11 herein.
13. NVTA and the County of Napa (COUNTY) agree that COUNTY will execute the permanent non-exclusive easement agreement attached as Exhibit C (Public Trail Easement), consisting of nine (9) pages, in accordance with Provision 14 herein. NVTA shall pay STATE the Fair Market Value of the rights conveyed as established by a NVTA appraisal report, provided at no cost to the STATE, prepared by an appropriately licensed real estate appraiser subject to the review and approval of DGS.
14. NVTA shall, within twenty (20) days following completion of construction or at the latest by September 30, 2022 whichever occurs earlier, submit to DGS, legal descriptions and maps, prepared by a Licensed Surveyor or as appropriate, a state Certified Civil Engineer bearing their original signatures and certifications, of the "AS BUILT" easement area subject to review and approval by STATE, to be attached to two (2) recordable easement documents. Prior to their submission to the STATE, NVTA shall obtain prior approval of the legal descriptions and maps from COUNTY. COUNTY shall execute and acknowledge the Public Trail Easement documents within thirty (30) days of STATE's approval of the legal descriptions and maps (Exhibits A and B to the Public Trail Easement). NVTA shall provide the COUNTY executed and acknowledged Public Trail Easement documents to STATE within (20) days of its execution

by COUNTY and STATE agrees to execute the easements with acknowledgements and return to NVTA within thirty (30) days following; 1) the receipt of the COUNTY signed and notarized easements by STATE and; 2) payment to the STATE by NVTA for the Fair Market Value of the Public Trail Easement rights conveyed and DGS administrative costs. NVTA shall, within ten (10) days following receipt of the fully executed documents, obtain and attach the COUNTY's fully executed certificates of acceptance and submit one (1) of two (2) original easement documents for recordation in Official Records, Napa County and the second original easement document to DGS. Upon return receipt of the recorded easement, NVTA shall promptly provide DGS with a complete and legible photocopy of the recorded instrument.

15. NVTA shall operate, maintain, repair and reconstruct the Public Trail and appurtenances up to and until the time that the Napa County Board of Supervisors accepts and assumes responsibility of the Public Trail and appurtenances and the Public Trail Easement is fully executed and recorded by COUNTY in Official Records, Napa County.
16. NVTA understands that the Property is within the grounds of LNU and FS26 which contain STATE facilities and NVTA agrees to abide by regulations and/or restrictions that may be imposed in writing by the LNU Chief or their designee. NVTA shall provide seven (7) day written notice prior to accessing the Property for commencement of construction authorized herein, in accordance with the notice provision herein. NVTA may not proceed until the LNU Chief or their designee provides confirmation the date is acceptable. NVTA shall exercise care so as to not disrupt or otherwise unreasonably interfere with the day-to-day operations of these facilities.
17. All notices or other communications required or permitted hereunder shall be in writing with Project number TR18031 prominently displayed, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of: (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice; (ii) if mailed as provided above, on the date of receipt or rejection:

To the NVTA: **NVTA**
 Attn: Rebecca Schenck
 Napa Valley Transportation Authority
 (707) 259-8636
rschenck@nvta.ca.gov

To the County: **County of Napa**
 Steven E. Lederer
 Director of Public Works
 Napa County
 1195 Third Street, Suite 101
 Napa, CA. 94559
 (707) 253-4351

To the STATE: **California Department of Forestry and Fire Protection**
 Attn: Shana Jones,
 LNU Unit Chief
 1199 Big Tree Rd.
 Saint Helena, CA 94574
 (707) 967-1411
Shana.Jones@fire.ca.gov

Copies to:

California Department of Forestry and Fire Protection

Attn: James DeGraff

1131 S Street

Sacramento, CA. 95811

(916) 327-2583

James.Degraff@fire.ca.gov

Copies to:

Department of General Services

Transaction Review Unit

707 Third Street, 5th Floor

West Sacramento, CA 95605

(916) 376-1800

18. Any areas disturbed by NVTA's construction shall be restored by NVTA to their preconstruction condition as is practicable.
19. NVTA shall furnish a certificate of insurance issued to STATE with amounts of Commercial General Liability of at least ONE MILLION DOLLARS (\$1,000,000) per occurrence and Fire and Legal Liability of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000) naming the State of California, its officers, agents, and employees as additional insured. Said certificate of insurance shall be issued by an insurance company with a minimum Best Insurance Guide rating of A- or better.

NVTA shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State of California, its officers, agents, and employees as additional insured with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

It is agreed STATE shall not be liable for the payment of any premiums or assessments on the insurance coverage required by this provision. The certificate of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to STATE. NVTA agrees that the insurance herein provided for shall be in effect at all times during the term of this Permit.

In the event that said insurance coverage expires or is terminated at any time or times during the term of this Permit, NVTA agrees to provide STATE at least thirty (30) days prior to said expiration or termination date, a new certificate of insurance evidencing insurance coverage as provided for herein

In the event NVTA fails to keep in effect at all times insurance coverage as herein provided, STATE may, in addition to any other remedies it may have, immediately terminate this RIGHT OF ENTRY PERMIT upon the occurrence of such event.

If NVTA is self-insured, its program must provide STATE with at least the same protection from liability and defense of suits as would be afforded by first dollar insurance and NVTA shall provide STATE with written acknowledgement of this fact at the time of the execution of this Permit. NVTA shall thereafter, provide STATE with a written acknowledgement of the continuation of its self-insured status upon renewal of said policy if said renewal period occurs during the term of this Permit specified herein. If at any time after the execution of this Permit, NVTA abandons its self-insured status, NVTA shall immediately notify STATE of this fact.

20. This Permit may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same document. The exchange of copies of this Right of Entry Permit and of signature pages by electronic mail in "portable document format" ("pdf") form or by

any other electronic means shall constitute effective execution and delivery of this document and shall have the same effect as copies executed and delivered with original signatures.

IN WITNESS WHEREOF, the STATE and GRANTEE have each caused this instrument to be duly executed as of the date first written above.

STATE:

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
ANA M. LASSO, DIRECTOR

By: _____
MICHAEL P. BUTLER, CHIEF
REAL PROPERTY SERVICES SECTION

APPROVAL:

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF
FORESTRY AND FIRE PROTECTION

By: _____
JAMES DEGRAFF, MANAGER
TECHNICAL SERVICES UNIT

GRANTEE:

**NAPA VALLEY TRANSPORTATION
AUTHORITY (NVTA),
JOINT POWERS AGENCY**

By: _____
KATE MILLER
EXECUTIVE DIRECTOR

GRANTEE:

COUNTY OF NAPA,
A POLITICAL SUBDIVISION OF THE
STATE OF CALIFORNIA
APPROVAL AS TO PROVISIONS 8, 13,
14, 15, and 17

By: _____
ALFREDO PEDROZA
CHAIR OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM

By: _____
Deputy County Counsel
PL Doc. No. 44314

APPROVED BY THE NAPA COUNTY BOARD OF
SUPERVISORS

By: _____
DEPUTY CLERK OF THE BOARD

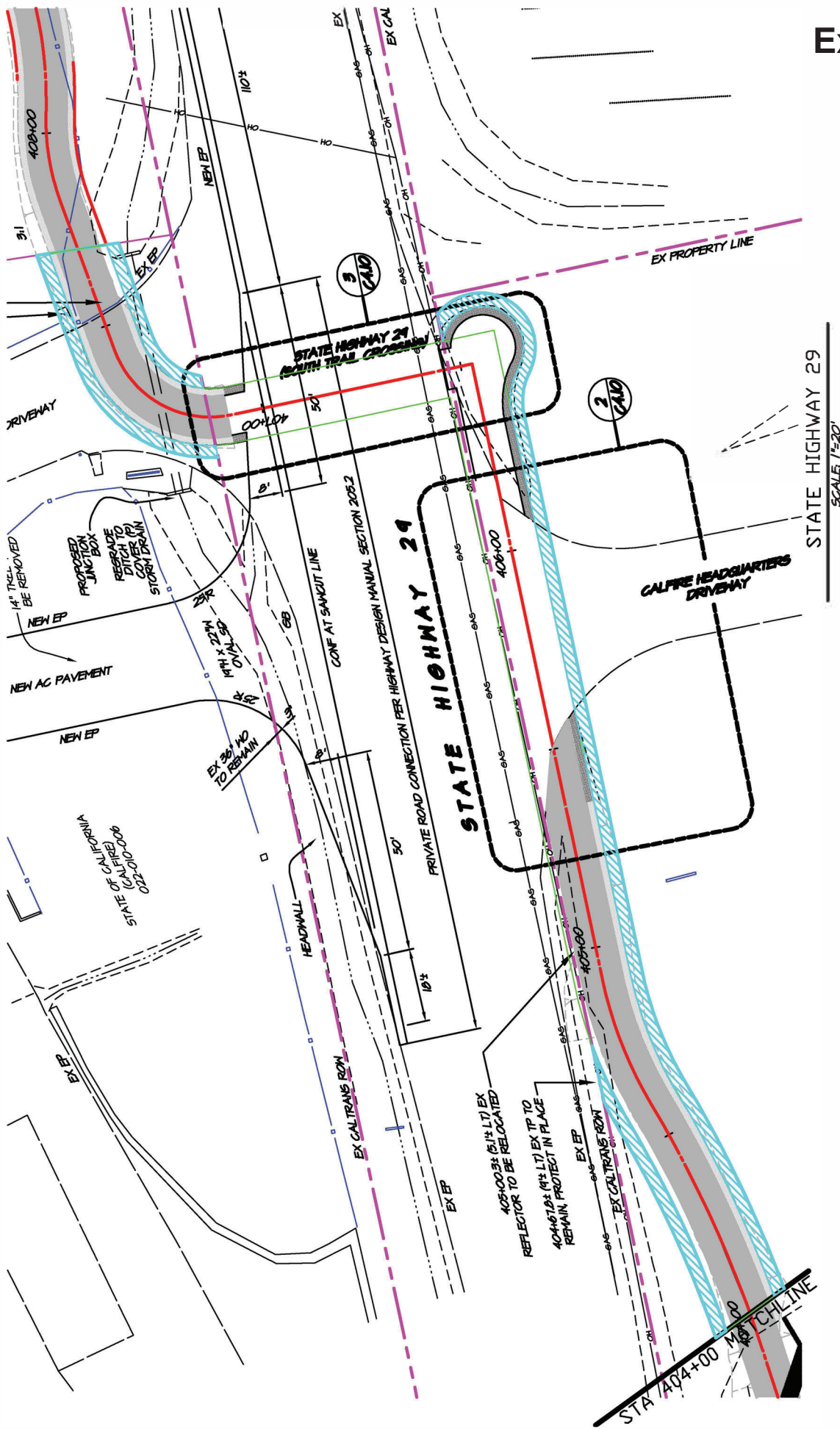
Attest:

By: _____
JOSE LUIS VALDEZ
CLERK OF THE BOARD OF SUPERVISORS

Approximate Boundary for
Temporary Construction Area



Exhibit A



Legend



Approximate Boundary for
Temporary Construction Area

Exhibit B

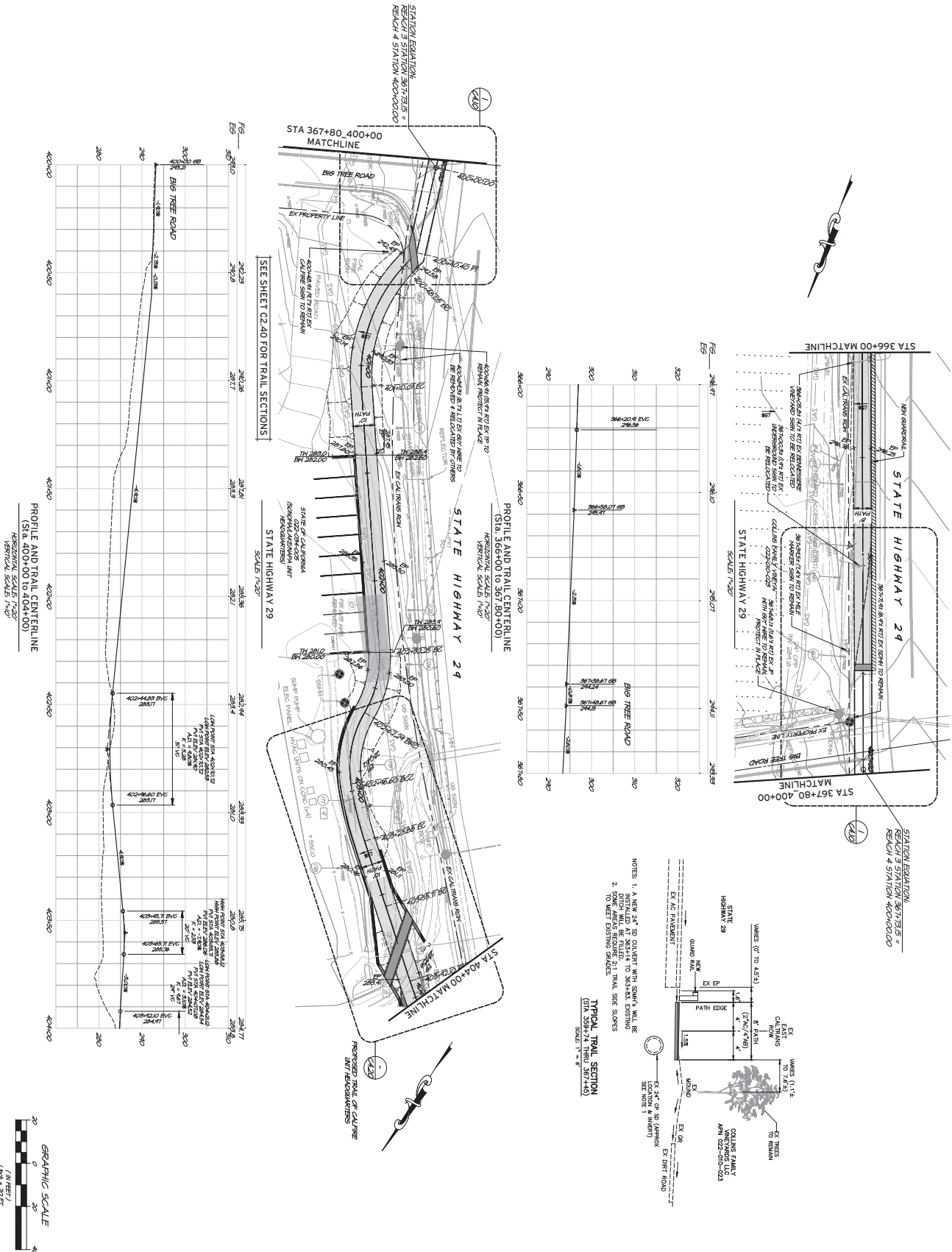
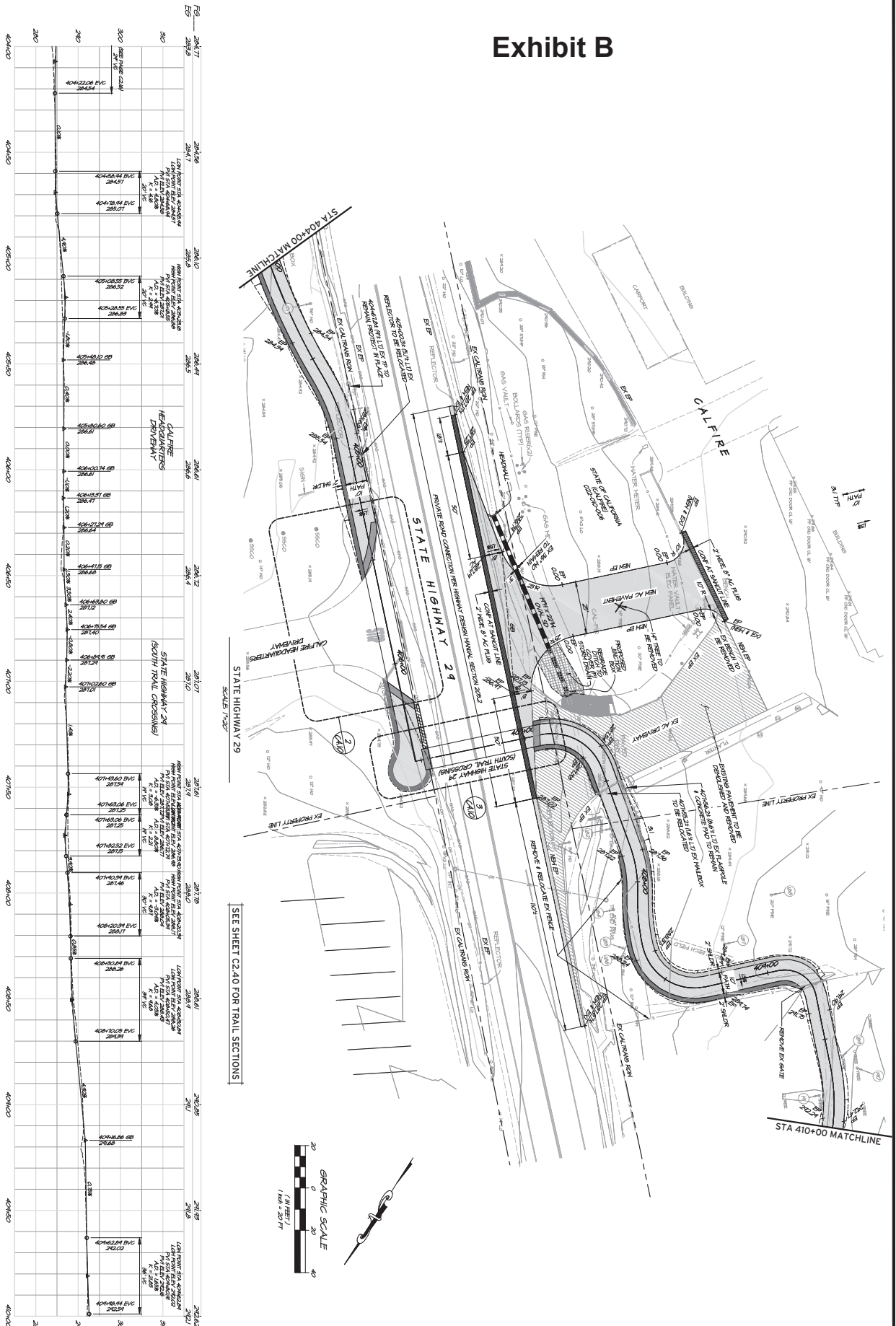


Exhibit B



Printed on Recycled Paper ♻️ Please Continue the Circle

PRELIMINARY - NOT FOR CONSTRUCTION

		VINE TRAIL - ST HELENA TO CALISTOGA REACH 4 - PLAN & PROFILE NAPA COUNTY CALIFORNIA			185 FOURTH STREET NAPA, CALIF. 94559 OFFICE TEL: (707) 255-1000 WWW.RSACONSULTING.COM	
SHEET C2.17 20 OF 120 SHEETS		DATE: JAN 30 2020 DRAWN: J. L. LAM CHECKED: J. L. LAM APPROVED: J. L. LAM		RSA+ CONSULTING CIVIL ENGINEERS • SURVEYORS •		

RECORDING REQUESTED BY:
County of Napa, Public Works

WHEN RECORDED RETURN TO:
County of Napa
Public Works
1195 Third Street, Suite101
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

AGREEMENT AND GRANT OF EASEMENT PUBLIC TRAIL	Agency: Department of Forestry and Fire Protection (CAL FIRE) Project: Napa Valley Vine Trail, County of Napa (Cal Fire Sonoma-Lake-Napa LNU HQ) (St. Helena Fire Station (FS26)) File: TR18031 Fiscal: 4717
APN: 022-034-005, 022-010-006 (portions)	
<p>THIS AGREEMENT AND GRANT OF EASEMENT is made and entered into by and between the STATE OF CALIFORNIA, acting by and through its Director of the DEPARTMENT OF GENERAL SERVICES with the approval of the CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION collectively hereinafter called STATE, and the COUNTY OF NAPA, a political subdivision of the State of California (GRANTEE). STATE and GRANTEE are hereinafter collectively referred to as the PARTIES.</p> <p>STATE, pursuant to the provisions of Section 14666 of the Government Code of the State of California, hereby grants unto GRANTEE, its successors and assigns forever, a non-exclusive public trail easement (Easement) to locate, relocate, construct, reconstruct, alter, use, maintain, inspect, repair, and remove an asphalt public trail for bicycles, pedestrians, and appurtenances deemed necessary therefore by GRANTEE, over, on, under, and across that certain real property situated in the County of Napa, State of California, as legally described in the attached Exhibit "A", consisting of two (2) pages, and depicted on Exhibit "B", consisting of two (2) pages and by this reference are made a part hereof. STATE and GRANTEE hereby acknowledge and agree to the terms and conditions for the use of the Easement area and for future maintenance and responsibility as outlined in Exhibit "C", consisting of two (2) pages and by this reference made a part hereof.</p> <p>THIS EASEMENT GRANTED HEREIN SUBJECT TO THE TERMS, CONDITIONS, LIMITATIONS, AND COVENANTS ON EXHIBIT "C" HEREOF CONSTITUTE A PART OF THIS AGREEMENT.</p> <p>[SIGNATURES TO FOLLOW ON NEXT PAGE]</p>	

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

Dated _____.

STATE:
STATE OF CALIFORNIA
Department of General Services
ANA M. LASSO, Director

GRANTEE:
NAPA COUNTY, a political subdivision
of the State of California

By: _____
Michael P Butler, Chief
Real Property Services Section

By: _____
Alfredo Pedroza
Chair of the Board of Supervisors

APPROVAL:
California Department of Forestry and Fire Protection

Approved as to Form

By: _____
James DeGraff, Manager
Technical Services Unit

By: _____
Deputy County Counsel
PL Doc. No. 40421

Approved by the Napa County Board of Supervisors

By: _____
Deputy Clerk of the Board

Attest:

By: _____
Jose Luis Valdez
Clerk of the Board of Supervisors

Exhibit "A"

Page 1

(as-built description to be added)

Exhibit "A"

Page 2

(as-built description to be added)

Exhibit "B"

Page 1

(as-built depiction to be added)

Exhibit "B"

Page 2

(as-built depiction to be added)

Exhibit "C"

Department of Forestry and Fire Protection (CAL FIRE), Napa Valley Vine Trail Easement, County of Napa
Project: 04717

APN: 022-034-005, 022-010-006 (portions)

PROVIDED, this Grant of Easement is subject to the following terms, conditions, limitations, and covenants:

1. This Grant is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said real property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. GRANTEE waives all claims against State, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, and GRANTEE agrees to protect, save harmless, indemnify, and defend STATE, its officers, agents and employees from any and all loss, damage or liability, including, without limitation, all legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability which may be suffered or incurred by STATE, its officers, agents and employees caused by, arising out of, or in any way connected with exercise by GRANTEE of the rights hereby granted, except those arising out of the sole negligence of STATE.
3. STATE reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with GRANTEE's rights hereunder.
4. STATE reserves the right to require GRANTEE, at STATE expense, to remove and relocate all improvements placed by GRANTEE upon said real property, upon determination by STATE that the same interfere with future development of STATE's property. Within 180 days after STATE's written notice and demand for removal and relocation of the improvements, GRANTEE shall remove and relocate the improvements to a feasible location on the property of STATE, as designated by STATE, and STATE shall furnish GRANTEE with an easement in such new location, on the same terms and conditions as herein stated, all without cost to GRANTEE, and GRANTEE thereupon shall re-convey to STATE the Easement herein granted.
5. This Easement shall terminate in the event GRANTEE fails for a continuous period of eighteen (18) months to use this Easement for the purposes herein granted. Upon such termination, GRANTEE shall forthwith upon service of written demand, deliver to STATE, at no cost to STATE, a Quitclaim Deed, to its right, title and interest hereunder. Should GRANTEE fail or refuse to deliver said Quitclaim Deed, STATE may record, in the Recorder's Office of the County in which said real property is located, a written notice reciting said failure, and such recordation shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence of such termination against GRANTEE. GRANTEE shall, upon STATE request, without cost to STATE, and within ninety (90) days from said STATE request, remove all property placed by or for GRANTEE upon said real property and restore said premises as nearly as possible to the same condition as they were prior to the execution of this Easement. In the event GRANTEE should fail to restore said premises in accordance with such request, STATE may do so at the risk of GRANTEE, and all costs of such removal and restoration shall be paid by GRANTEE upon demand.
6. In performing any work, including any excavation, on said real property of STATE, GRANTEE shall take all reasonable measures to make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near as possible to the same condition as they were immediately prior to commencement.
7. It is mutually agreed that this Easement shall primarily be used for the purpose of constructing, operating, maintaining, and repairing an asphalt public bicycle and pedestrian trail across State-owned property
8. Should any future construction, reconstruction, installation, operation, maintenance, and replacement of said facilities, service and/or repairs be required by GRANTEE when exercising its rights herein conveyed, GRANTEE shall contact the STATE official having immediate jurisdiction over the property prior to initiating said on-site work.

9. GRANTEE understands that this Easement is located within the CAL FIRE Sonoma-Lake-Napa Unit (LNU) Headquarters located at 1199 Big Tree Rd, Saint Helena, and the Saint Helena Fire Station (FS26) located at 3535 Saint Helena Highway, Calistoga and GRANTEE agrees to abide by certain regulations and restrictions concerning GRANTEE's access to said Easement:
 - a. Prior to any entry upon said land for any of the purposes herein set forth, GRANTEE shall notify STATE by written or oral notice to the authorities in charge of said CAL FIRE facilities;
 - b. GRANTEE shall restrict travel to such roads or routes within said CAL FIRE facilities as said authorities in charge may reasonably designate;
 - c. Use of said roads or routes by GRANTEE shall be restricted to that use reasonably necessary in connection with the construction, installation, operation, maintenance, and repair of the Easement improvements;
 - d. GRANTEE shall not consent to the use of any of said roads or routes by members of the public without approval of STATE;
 - e. Access rights granted by this Easement may be restricted by said authorities in charge in the event that turmoil or emergency conditions are occurring at said CAL FIRE facilities; and
 - f. Any access to CAL FIRE facilities by GRANTEE and agents of GRANTEE to conduct the activities permitted under this Easement shall be as directed by the authorities in charge of the CAL FIRE facility. Additional escort and security may be required by said administrator(s).
10. GRANTEE agrees to comply with the following conditions:
 - a. In the event an emergency develops on the site, GRANTEE agrees to cooperate with respect to STATE's security concerns and to allow STATE to respond to such emergency;
 - b. GRANTEE will comply with all reasonable rules and regulations adopted by CAL FIRE authorities. No article or material deemed by CAL FIRE authorities to be considered as contraband shall be brought on said real property. Contraband includes, but is not limited to, beer, alcoholic beverages, narcotics, tobacco, the possession or use of firearms, explosives, edged weapons, and restricted controlled substances; and
 - c. GRANTEE may only use such equipment in the Easement area that is reasonably necessary to exercise GRANTEE's rights under this Easement. GRANTEE agrees to remove all equipment from the Easement area within 24 hours of completion of work; and GRANTEE shall conduct all activities so as to protect the health, safety, and well-being of those people upon the Easement area of the CAL FIRE facilities.
11. As an inducement for STATE to grant this Easement GRANTEE shall operate, maintain, repair, and reconstruct, at no cost to the STATE, Hybrid Beacons on overhead mast arms and in-pavement flashing lights in the public roadway at and along the Public Trail crossing between FS26 and LNU over SR29 that are activated by pedestrian buttons, along with FS26 and LNU driveway egress vehicle ground sensors, and "KEEP CLEAR" road stencils with diagonal lines across all lanes in between and in front of both driveways ingress/egress areas. GRANTEE recognizes and agrees that said improvements were constructed or caused to be constructed by the Napa Valley Transportation Authority (NVRTA) pursuant to its "Napa Valley Transportation Authority Agreement No. 19-12 – Napa County Agreement No. 190311B – Funding Agreement dated May 7, 2019 (FUNDING AGREEMENT)".
12. As an inducement for STATE to grant this Easement, GRANTEE shall operate, maintain, repair, and reconstruct, at no cost to the STATE, Advance Warning Signs appropriately distanced north of the northerly driveway into FS26 and south of the northerly driveway into LNU. The Signs shall be placed along SR29 and provide a flashing "Fire Station" (or "Prepare to Stop") message. GRANTEE recognizes and agrees that said improvements were constructed or caused to be constructed by the Napa Valley Transportation Authority (NVRTA) pursuant to its "Napa Valley Transportation Authority Agreement No. 19-12 – Napa County Agreement No. 190311B – Funding Agreement dated May 7, 2019 (FUNDING AGREEMENT)".
13. GRANTEE shall, at no cost to the STATE, obtain all necessary rights and permits, including those from Caltrans and any other property owners, along with any and all approvals necessary for the operation, maintenance, repair, and reconstruction of the public trail and appurtenances.

Form of Napa County Certificate of Acceptance

(To be attached upon easement execution)