

Attachment D

Vine Trail Easement Agreements



2021-0012018

Recorded
Official Records
County of
Napa
JOHN TUTEUR
Assessor-Recorder-Co.

REC FEE

0.00

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Jose Luis Valdez
Clerk of the Napa County Board of Supervisors
1195 Third Street, Room 310
Napa, California 94559

Exempt from recording fees: Gov. Code § 6103
and § 27383
Exempt from documentary transfer tax:
Rev & Tax Code § 11922

Assessor's Parcel #(s): 022-130-023 & -024

08:14AM 02-Apr-2021

15
Page 1 of 26

#301987-02

Space above this line reserved for County Recorder's use

TRAIL EASEMENT AGREEMENT

This TRAIL EASEMENT AGREEMENT (the "*Agreement*") is made by Jackson Family Investments III, LLC, a California limited liability company ("*Grantor*"), and Napa County, a political subdivision of the State of California (hereinafter referred to as ("*County*" or "*Grantee*"), with an effective possession date of APRIL 02, 2021.

Recitals

WHEREAS, the County supports creating recreational trails for public use, including but not limited to a 47-mile walking and biking trail system to physically, artistically, and culturally connect the entire Napa Valley—from Vallejo to Calistoga (the "*Vine Trail*");

WHEREAS, Grantor is the owner of the properties located in the County of Napa, State of California and identified as Napa County Assessor's Parcel Nos. 022-130-023 and 022-130-024, and more fully described in Exhibits A-1 and A-2, respectively (the "*Properties*");

WHEREAS, Grantor is discussing the grant to PG&E of an easement over the Properties for the purpose of installing a natural gas pipeline (the "*PG&E Easement*"), and Grantor has agreed to grant Grantee a surface-level easement within the PG&E Easement to facilitate completion of the Vine Trail between Calistoga and Yountville;

WHEREAS, the Napa Valley Vine Trail Coalition, a 501(c) non-profit corporation, ("*Vine Trail Coalition*") is dedicated to facilitating and assisting in the funding of the Vine Trail;

WHEREAS, pursuant to County Agreement No. 190311 and Napa Valley Transportation Authority ("*NVTA*") Agreement No. 19-12, as amended, NVTA has committed to completing environmental review, obtaining rights of entry and

construction easements, and procuring design and construction services, which activities will require a Temporary Construction Easement in the form attached hereto as Exhibit C;

WHEREAS, during the environmental review, all alternative alignments of the Vine Trail will be studied and considered, and this Agreement will not influence the environmental assessment of the Vine Trail including the need for the project and the selection of the location of the project; and

WHEREAS, County is the public entity best situated to receive the easement for that portion of the Vine Trail in the unincorporated area from Calistoga to Yountville;

NOW, THEREFORE, Grantor and County hereby agree as follows:

1. **Recitals.** The foregoing recitals are incorporated into this Agreement.
2. **Trail Easement.** Subject to the terms of this Agreement, Grantor grants County a non-exclusive easement (the "*Easement*") on, over, and across a strip of land located on the Properties and legally described and depicted in Exhibit B attached hereto and incorporated herein by this reference (the "*Easement Area*"), for the purpose of using the Easement Area to design, install, repair, improve, and maintain a paved and/or gravel trail, related drainage improvements, any and all utility lines and fixtures, including for utilities such as water, lighting, emergency telephone call boxes, or other telecommunications, and other improvements, for the use and benefit of public users for pedestrian or bicycle use of the Vine Trail, all as provided in, and subject to the terms of, this Agreement. County shall cause all improvements to be designed and installed in accordance with all applicable codes and regulations. The Easement granted herein is made by Grantor subject to all matters of record and any and all matters that would be disclosed by an accurate survey of the Properties and/or the Easement Area.
3. **Consideration.** The undersigned Grantor acknowledges receipt of adequate consideration for Grantor's grant of the Easement herein, which includes the benefit of having the County construct a trail and other improvements that will enhance the Properties.
4. **Termination.** On the occurrence of any of the events described in subparagraphs A through E below, Grantor may then or thereafter notify County of its intent to terminate the Easement and this Agreement on ninety (90) days notice (the "*Notice Period*"). Following such notice, if the condition giving rise to the event is not cured or reasonable efforts to cure are not commenced within that Notice Period (and cure completed within a reasonable period of time thereafter), Grantor may terminate the Easement and this Agreement. On termination of this Agreement and the Easement, County will file a quitclaim to return the Easement Area to Grantor or Grantor's heirs, successors, or assigns after complying with all legal requirements for the vacation of an easement.

A. If, after the initial construction of the Vine Trail over the Easement Area, the Easement is not, at any time in the future, used by the general public as a pedestrian and bicycle trail for a continuous twelve (12) month period, and such non-use continues through the Notice Period; provided that closure of, or cessation of use upon, the Easement Area at times for repairs, maintenance, reconstruction, or other improvement, due to acts of God or nature, or other causes beyond the reasonable control of County, shall not be deemed abandonment nor count towards said twelve (12) month period;

B. If this Agreement is for an Easement in the unincorporated area between Calistoga and St. Helena, if any portion of the Vine Trail from Calistoga to St. Helena is not substantially constructed by December 31, 2031;

C. County breaches any of Paragraphs 6, 9, 10, or 12 of this Agreement;

D. If, following the thirtieth (30th) anniversary of the Vine Trail opening for public use within the easement area of the last easement granted to County between Calistoga and St. Helena, the County ceases making annual insurance payments pursuant to Paragraph 9B; or

E. If as of August 19, 2027, the Vine Trail is not completed within the Easement and/or the final alignment of the Vine Trail (whether or not then constructed) does not or will not cross the either Property through the Easement.

5. **Restrictions on Use.** Subject to Grantor's retained rights of use and access referenced in Paragraph 7 (Grantor's Use of the Easement Area) below, no motorized vehicles (including, without limitation, electric or motorized scooters) shall be permitted to use the Easement Area, save and except for emergency, public safety vehicles (police, fire and ambulance services), normal construction and maintenance vehicles, and motorized wheelchairs or other mobility devices for use by disabled users of the trail. Electric bicycles, as defined in Section 312.5(a) of the California Vehicle Code, will be permitted in the Easement Area in accordance with California state law and/or local ordinance.

6. **Maintenance.** County shall operate, repair, and maintain the Easement Area and the trail located therein in good condition and repair and in a good and workman-like manner including, without limitation, keeping it free of graffiti and trash. County or its designee will in good faith take reasonable steps to resolve any damage or maintenance issue on the Easement Area that Grantor brings to the County's attention.

7. **Grantor's Use of the Easement Area; Signage; and Fencing.**

A. Grantor's Use of the Easement Area. The grant of this Easement shall not restrict in any way (i) Property ingress and egress across the Easement Area; or (ii) any and all lawful operations on Grantor's Properties outside the Easement Area. Without limiting the foregoing, Grantor may use the Easement Area as reasonably necessary to carry out agricultural operations on the Properties, including but not limited to, for access

and turnarounds for farm vehicles and equipment. The Parties acknowledge and agree that the Properties are currently developed with and zoned for commercial uses and that Grantor's pending application to County (#P19-00038) proposes development and activities that are consistent with the Easement. Nothing in this Agreement shall be construed to require that County approve Grantor's pending application. Subject to and without waiving any rights under Paragraph 10 (Indemnity), and without assuming an affirmative obligation to do so, Grantor, or Grantor's heirs, successors, and assigns, may at any time temporarily block public access to the Easement Area when, in their sole judgment, they determine that it is appropriate to do so in accordance with reasonable agricultural practices or if they are engaged in activities that pose a threat to the health or safety of the users of the Easement Area. Grantor shall be entitled to grant additional easements or other rights with respect to the Easement Area (including, without limitation, underground or overhead utility, cable or other similar easements) as long as the same shall not materially interfere with the County's use of the Easement granted under this Agreement.

B. Signage. County will post and maintain trail signs in the Easement Area warning users of the Vine Trail that their use is at their own risk, that agricultural operations, including spraying, discing/plowing, burning and other operations are ongoing, that users must yield to farming vehicles and equipment on or adjacent to the trail, and must obey all laws at all times while using the trail.

C. Fencing. The project will include NVTA's installation of a temporary construction fence, as described in Exhibit C, to separate construction activity from commercial and agricultural operations on the Properties. The temporary construction fence will be removed by NVTA after construction is complete.

8. **Representations**. Grantor hereby represents to County that:

A. The Easement Area is, as of the date this Agreement is executed, subject to a deed of trust encumbrance, and Grantor agrees that it will use commercially reasonable efforts to obtain a subordination agreement from the beneficiary of such deed of trust encumbrance.

B. Grantor has duly authorized the granting of the Easement provided hereby and execution and delivery of this Agreement.

C. To Grantor's knowledge, as of the date this Agreement is executed, there are no off-record agreements between Grantor and any party that would prevent the use of the Easement Area for the purposes provided in this Agreement.

D. To Grantor's knowledge, (i) other than any PG&E natural gas lines and the historical and ongoing use of agricultural pesticides, herbicides and other agricultural substances and/or treatments customarily employed in Grantor's viticultural practices, the Easement Area does not contain hazardous or toxic substances that are in material violation of applicable hazardous materials laws, and (ii) Grantor has not received any

written notice of a violation of applicable hazardous materials laws with respect to the Easement Area.

E. For purposes of this Agreement, the term “*Grantor’s knowledge*” means, as of the date this Agreement is executed, the actual knowledge of Geoff Scott without duty of inquiry or investigation.

9. Insurance and Defense.

A. Condition of the Trail. Consistent with the County’s defense and indemnification obligations in Paragraph 10, prior to any entry on the either Property and continuing through the opening of the Vine Trail for public use in the Easement Area, and continuously thereafter, County shall at all times maintain in full force and effect property damage and comprehensive general liability insurance coverage with an insurance carrier qualified to do business in the State of California to insure against claims for property damage and personal injury (including death) within the Easement Area brought by a user of the Vine Trail arising out of the condition thereof, with limits of at least \$1,000,000 for property damage claims per occurrence and \$1,000,000 for personal injury or death claims per occurrence (with aggregate limits double each of those respective amounts), subject to whatever underlying self insurance County elects to maintain, as set forth in a letter from the County’s risk/insurance manager to Grantor.

B. Insurance for Agricultural Activities. In addition to the above insurance and in consideration of this Agreement and all other Vine Trail easements granted to County between Calistoga and Yountville, County agrees to pay \$75,000 (as adjusted herein) per year to the Vine Trail Coalition (or a qualified successor organization approved by County) for the procurement, as available, of general liability and pollution liability coverage to insure against claims from users of the Vine Trail resulting or arising from Grantor’s and/or any of Grantor’s contractor’s or agent’s activities on or about the Properties, the Easement Area, and/or the Vine Trail (including, without limitation, the operation and use of farm equipment and pesticide applications thereon). The foregoing amount will be (i) payable each year in a lump sum on the anniversary of County’s first payment under this subparagraph B, (ii) adjusted annually for inflation based on the increase (if any) of the U.S. Department of Labor’s Consumer Price Index for All Urban Consumers in the San Francisco/Oakland/San Jose geographic area (or successor index) in the immediately preceding twelve (12) months, and (iii) will continue until this Agreement is terminated. Any insurance purchased by the Vine Trail Coalition or its qualified successor with these funds shall name the Vine Trail Coalition (or its successor), County, Grantor (or successor), and all other grantors of Vine Trail easements held by County between Calistoga and Yountville as named insureds. The insurance required to be carried in this Paragraph 9B will be primary and non-contributory with any insurance carried by any of the named or additional insureds under such policy. County shall make the first payment to the Vine Trail Coalition within thirty (30) days of its acceptance of all easements necessary for the construction of a contiguous trail from Calistoga to St. Helena. In its sole discretion, County shall have the right to pre-pay any portion of the payments provided for in this subparagraph B and will thereafter be

relieved of its annual payment obligation for the corresponding number of years for which such pre-payment would substitute. Notwithstanding the foregoing, following the thirtieth (30th) anniversary of the Vine Trail's opening to the public within the easement area of the last Vine Trail easement granted to County between Calistoga and Yountville, the County may cease making the payments under this subparagraph B upon written notice to the other named insureds; provided that on receipt of such written notice, Grantor or Grantor's successors and assigns will have the right to terminate this Agreement in its sole discretion.

10. Indemnification.

A. County or its successors and assigns shall defend, at its own expense, indemnify, and hold harmless Grantor and Grantor's successors and assigns and subsequent Property owners (collectively, the "*Grantor Parties*") from and against any and all liabilities, costs, losses, orders, liens, judicial penalties, claims, demands, damages, expenses, or causes of action or cases, including without limitation reasonable attorneys' fees (collectively "*Losses*"), arising out of the design, maintenance, or condition of the Easement Area. The Grantor Parties shall have no responsibility for the design, construction, use, operation, repair, or maintenance of the Easement Area, or warning of hazardous conditions on it, or the protection of the public or any third parties from risks relating to a condition of the Easement Area.

B. County's obligations under this Paragraph 10 expressly exclude defending, indemnifying, and holding harmless a Grantor Party for any of the following:

i. Any Losses founded on or resulting from the active negligence, negligence per se, or willful or malicious conduct of a Grantor Party.

ii. Instances where permission to enter the Easement Area or either Property was granted to the injured person by a Grantor Party for consideration given by the injured person or by others on that person's behalf, other than any consideration given by County or the Vine Trail Coalition in consideration of this Easement Agreement.

iii. Injuries to any persons who are expressly invited onto either the Easement Area or Property by a Grantor Party rather than merely permitted to come upon the Easement Area or Property by a Grantor Party.

iv. The exclusions in subparagraphs (ii) and (iii) shall not apply to instances where a person was injured on either Property while using the Vine Trail to travel to or from either Property, even after receiving an express invitation or permission for consideration to do so, such as by paying a tasting fee.

C. Intent. This section is intended to provide Grantor Parties with defense and indemnification against Losses where a defense against liability is available under Civil Code section 846 and/or Government Code section 831.4.

D. County and Grantor, or their respective successors or assigns, shall notify the other party promptly in writing of any claim or assertion of Losses related to the entry or use of the Easement Area by members of the public. The parties shall cooperate with each other in the investigation, defense, and disposition of any claim arising out such entry or use, provided that nothing shall require either party to disclose any documents, records, or communications that are protected under the peer review privilege, attorney-client privilege, or other applicable privilege, or which are considered attorney work product. The indemnification provided in this Paragraph 10 shall survive the termination of this Agreement for the duration of all applicable statutes of limitation.

11. **Public Visitor Recreational and Trail Immunities.** Any permission given by Grantor for entry by public recreational visitors on or over the Easement Area is given only for recreational purposes as defined in Civil Code § 846, and the Grantor gives no assurance to public recreational visitors that such premises are safe for such purposes, nor confers upon the person to whom such permission has been granted the legal status of invitee or licensee to whom a duty of care is owed, nor assumes responsibility for or incurs any liability for any injury to person or property caused by any act of such person to whom permission has been granted except as otherwise provided in Section 846. It is the intent of this paragraph to preserve for the Grantor Parties any and all immunities provided for under Civil Code § 846, Government Code § 831.4, Public Resources Code § 5075.4, and under any other applicable laws or statutes, now or hereafter in effect, eliminating or limiting to the fullest extent permitted by law Grantor's liability for, or providing immunity from, claims against a Grantor Party by third parties. It is also the intent of this paragraph to preserve for County any and all immunities provided under Government Code Sections 831.4 and 831.7 and under any other applicable laws or statutes, now or hereafter in effect, eliminating or limiting County's liability for, or providing immunity from claims against County by third parties. County agrees to perform its obligations under Section 6 of this Agreement with the goal of reducing liability and preserving the immunities described above. This paragraph is not intended to, nor shall it be construed to, limit, affect, or restrict any rights of either Party or its officers, directors, agents, or employees to assert any claims against the other Party to which it may otherwise be entitled under this Agreement.

The parties are directed to Civil Code § 846.1, which authorizes an owner of an estate in real property, whether possessory or non-possessor, and public entities to seek reimbursement from the California Department of General Services for reasonable attorneys' fees incurred in defending a claim alleging an injury or damages on real property used for a recreational trail where the claim is dismissed by the plaintiff or court, or where the Grantor or Grantee prevails in the civil action.

12. **Assignment of Rights.** County has already assigned certain construction and other obligations to NVTA. County may further assign any of its construction, operation or maintenance obligations hereunder to the State of California, another public entity, or other qualified organization, provided the public entity or qualified organization covenants to perform such obligations consistent with this Agreement, with the prior

written consent of Grantor or its heirs, successors, or assigns, which consent will not be unreasonably conditioned or withheld. County may assign and transfer this Agreement and the Easement, and all rights and obligations with respect thereto, to the State of California, another public entity, or other qualified organization, with the prior written consent of Grantor or its heirs, successors, or assigns, which consent will not be unreasonably conditioned or withheld. An assignment as described in the immediately preceding sentence will only release County from its obligations under this Agreement from and after the date of the assignment and only if the transferee agrees, in writing, to be bound by the terms and conditions of this Agreement and expressly assumes the County's obligations under this Agreement. An assignment that complies with the foregoing restrictions will be effective upon the recording of a deed conveying the Easement to said transferee.

13. **Run With the Land.** The benefits and burdens of this Easement shall run with the title to the described properties of Grantor and County and shall inure to the benefit of and bind the parties hereto, and each of them, as well as their respective agents, heirs, assigns and successors in right, title or interest in or to all or any part of said properties at all times hereinafter.

14. **Temporary Construction Easement.** Grantor agrees to grant to NVTa a Temporary Construction Easement that is three feet wider on each side than the Easement Area depicted in Exhibit B, in a form substantially similar to the Temporary Construction Access Easement Agreement attached hereto as Exhibit C. The attached Temporary Construction Access Easement Agreement sets forth the timing and duration of Grantee's access to the Temporary Construction Easement, along with other terms and conditions governing the Temporary Construction Easement.

15. **Entire Agreement.** This Agreement together with the exhibits hereto, each of which are incorporated herein by this reference, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements with respect thereto.

16. **Notices.** Any notices required by this Agreement or correspondence between the parties shall be addressed as follows, unless the parties shall provide written notice of a change:

GRANTOR:

Jackson Family Investments III
425 AVIATION BLVD.

SANTA ROSA, CA 95403

ATTN: LEGAL DEPARTMENT

LEGAL.NOTICE@JFVMAIL.COM

COUNTY:

Public Works Director
Napa County
1195 Third Street, Suite 101
Napa, CA 94559

With a copy to (which copy shall not constitute notice):

Clerk of the Board of Supervisors
Napa County
1195 Third Street, Suite 303
Napa, CA 94559

Notice shall be delivered personally, including by messenger or courier, or by certified mail, return receipt requested, postage prepaid. Notices shall be deemed to have been duly given (a) if delivered personally, on the date of delivery; (b) if transmitted by certified mail, on the earlier of (i) the second (2nd) business day after the date of such mailing, or (ii) the date of receipt. The addresses and addressees may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee as stated by written notice, or as provided herein if no written notice or change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

17. Interpretation.

A. This Easement shall be interpreted under the laws of the State of California without regard to the conflicts or choice of law provisions thereof. Any ambiguities and questions of the validity of specific provisions shall be interpreted so as to give maximum effect to its intent to protect Grantor's reserved rights and uses, including the right to farm and to engage in agriculture, and its public access purpose.

B. Unless specifically stated and attached to this Easement, references to specific authorities in this Easement shall be to the statute, rule, regulation, ordinance, or other legal provision that is in effect at the time this Easement becomes effective.

C. No provision of this Easement shall constitute governmental approval of any improvements, construction, or other activities that may be permitted under this Easement.

18. Severability. If any term, provision, covenant, condition, or restriction of this Easement is held by a court of competent jurisdiction to be unlawful, invalid, void, unenforceable, or not effective, the remainder of this Easement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

19. Recordation. This Agreement evidencing the Easement shall be recorded in the official records of Napa County.

20. Third Party Beneficiaries. Except to the extent the Vine Trail Coalition is named for the sole purpose of receiving and subsequently procuring additional insurance as may be available, nothing under this Agreement is intended to create any rights or interests in any third parties.

21. Relocation Assistance and Real Property Acquisition Policies Acts. Grantor is donating the Easement for the purpose of facilitating completion of the Vine Trail, and

hereby voluntarily and knowingly waives any and all payments, compensation, appraisals, entitlements and benefits to which Grantor may be entitled under the State of California Uniform Relocation Assistance and Real Property Acquisition Policies Act (Gov. Code § 7260 et seq.) and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24) and any amendments thereto. It is agreed that the property conveyed by this Agreement is being donated to the County by the undersigned Grantor. Grantor, having initiated this donation, has been informed of the right to compensation for the property donated and hereby waives such right to compensation.

22. **Mandatory Non-binding Mediation.** If a dispute arises under this Agreement, the parties will endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of the American Arbitration Association (“AAA”) or any other neutral organization agreed to by the parties. Mediation is mandatory before either party may have recourse in a court of law, except in the circumstances described in Paragraph 23 below.

A. Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

B. Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the claim. The mediator will be knowledgeable in public entity liability or real property rights, and may be selected from lists furnished by the American Arbitration Association (unless the parties mutually agree on another mediator). The parties shall endeavor to agree on a mediator within ten (10) business days after the date a party requests mediation, unless a longer period is mutually agreed to in writing by the Grantor and County. If the parties are unable to agree on a mediator within that ten-day period, or such other mutually agreed upon period, AAA or the other neutral organization administering the mediation will appoint a mediator who is a retired judge or other neutral with at least ten (10) years experience and who has the knowledge prescribed in the second sentence of this subpart B.

C. Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the claim, though the County’s recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

D. Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be “non-binding” and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing by both parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

23. Injunctive Relief. Paragraph 22 above notwithstanding, either party will have the right, without first proceeding to mediation hereunder, to seek injunctive relief from a court of competent jurisdiction in the event that the other party’s conduct threatens imminent irreparable harm to the interests of the party seeking such relief, for which money damages are inadequate. The court will determine whether a bond or other security shall be required in order to obtain such relief.

24. Authority. Each person executing this Easement Agreement on behalf of a party hereto has all requisite consent, power and authority to execute this Easement Agreement on behalf of that party and any other agreements or instruments required hereunder and that party has all requisite consent, power, and authority to enter into and perform its obligations under this Easement Agreement and all other agreements and instruments entered into in connection herewith.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date this Agreement is executed below.

“GRANTOR”

JACKSON FAMILY INVESTMENTS III, LLC, a California limited liability company

TJ Comstock
By: TYLER J. COMSTOCK, aka Tyler Comstock
Its: SVP, FINANCE

“COUNTY”

NAPA COUNTY, a political subdivision of the State of California

By Alfredo Pedraza DIANE DILLON, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>[Signature]</u> Deputy County Counsel Date: <u>3/17/2021</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: <u>12/15/2020</u> Processed By: <u>[Signature]</u> Deputy Clerk of the Board	ATTEST: Jose Luis Valdez Clerk of the Board of Supervisors By: <u>[Signature]</u>
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SEAL AFFIXED

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

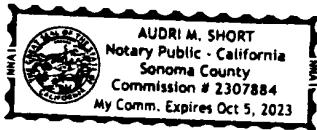
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Sonoma }

On December 17th 2016 before me, Audri M. Short, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Tyler Comstock
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 ASW
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

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.

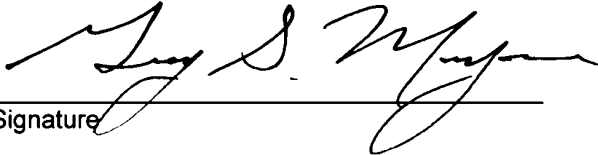
State of California

County of Napa} ss.

On March 19, 2021 before me, Greg S. Morgan, Notary Public, personally appeared Alfredo Pedroza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

GREG S. MORGAN
Commission #2309553
Notary Public – California
Napa County
My Commission Expires October 20, 2023
Work Phone: 707-299-1515

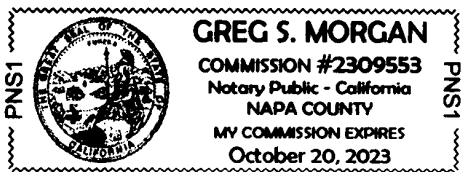


EXHIBIT A – 1

LEGAL DESCRIPTION

The land referred to in this report is situated in the unincorporated area of St. Helena, County of Napa, State of California, and is described as follows:

TRACT ONE:

PARCEL ONE:

All of Parcel A and a portion of Parcel C as both are shown on that certain map entitled, "Map of the Lands of Freemark Abbey, Inc., et al", filed March 23, 1973 in Book 5 of Parcel Maps at page 8 in the office of the County Recorder of said Napa County, the combined parcel being more particularly described as follows:

BEGINNING at the most northerly corner of Parcel C, hereinabove referred to; thence along the northeasterly boundary of said Parcel C, South 39° 45' East 180.73 feet; thence southwesterly along the northwesterly boundary of that certain property described in the Deed to Freemark Abbey Winery, a California Limited Partnership recorded September 14, 1999 under Series Number 1999-0029087 of Official Records of Napa County, South 52° 15' 20" West 548.01 feet to the most southerly corner of Parcel A, hereinabove referred to, which point is also on the easterly boundary of Parcel B as shown on the parcel map hereinabove referred to; thence northwesterly along the easterly boundary of said Parcel B, North 37° 44' 20" West 70.00 feet; thence North 7° 15' 40" East 28.28 feet; thence North 37° 44' 20" West 158.89 feet to the most northerly corner of said Parcel B; thence along the northwesterly boundary of said Parcel B, South 51° 24' 40" West 183.69 feet to a point on the northeasterly boundary of State Highway 29 and 128; thence along said State Highway, North 32° 45' West 112.86 feet; thence North 17° 13' West 9.50 feet to the most westerly corner of said Parcel A; thence along the northerly boundary of said Parcel A, the following courses: North 77° 37' 30" East 174.48 feet; thence North 65° 00' East 187.00 feet; thence South 40° 00' East 20.00 feet; thence North 60° 30' East 335.00 feet to the point of beginning of this description.

APN 022-130-023

PARCEL TWO:

Non-exclusive easements as granted in the document by and between Markham Vineyards and Freemark Abbey Winery, et al", recorded August 28, 1990 in Book 1763 at page 774, Series Number 1990-0024950 of Official Records of Napa County, amendment recorded thereto May 27, 1994 under Series Number 1994-0017853 of Official Records of Napa County.

EXHIBIT A – 2

LEGAL DESCRIPTION

TRACT TWO:

PARCEL ONE:

A portion of Parcel C as the same is shown on that certain map entitled, "Map of the Lands of Freemark Abbey, Inc., et al", filed March 23, 1973 in Book 5 of Parcel Maps at page 8 in the office of the County Recorder of said Napa County, more particularly described as follows:

BEGINNING at the most southerly corner of Parcel C, hereinabove referred to; thence northwesterly along the southwesterly boundary of said Parcel C, North 34° 04' West 376.42 feet to the southerly corner of Parcel B as shown on the map hereinabove referred to; thence northeasterly along the southeasterly boundary of said Parcel B, North 52° 15' 40" East 38.26 feet to the most westerly corner of Parcel 1, as the same is shown on that certain parcel map filed for record on November 8, 1974 in Book 6 of Parcel Maps at page 66 in the office of the County Recorder of said Napa County; thence southeasterly along the southwesterly boundary of said Parcel 1 South 37°

44' 20" East 151.66 feet to the most southerly corner of said Parcel 1; thence northeasterly along the southeasterly boundary of said Parcel 1, North 52° 15' 40" East 150.00 feet to the most easterly corner of said Parcel 1; thence northwesterly along the northeasterly boundary of said Parcel 1 and the northeasterly boundary of Parcel B hereinabove referred to North 37° 44' 20" West 216.66 feet to the most southerly corner of Parcel A, as said Parcel A is shown on the Parcel Map filed in Book 5 of Parcel Maps at page 8, first hereinabove referred to; thence northeasterly along the southeasterly boundary of said Parcel A and the southeasterly boundary of that certain property described in the Deed to Freemark Abbey Winery, a California limited partnership recorded September 14, 1999 under Series Number 1999-0029086 of Official Records of Napa County, North 52° 15' 20" East 548.01 feet to the northeast corner of said Freemark Abbey property and a point on the easterly boundary of said Parcel hereinabove referred to; thence southeasterly and southwesterly along the easterly boundary of said Parcel C, the following courses: South 39° 45' East 169.73 feet; thence South 50° 15' West 200.00 feet; thence South 39° 45' East 244.00 feet; thence South 50° 15' West 573.38 feet to the point of beginning of this description.

EXCEPTING THEREFROM that portion granted to the State of California in the document recorded October 19, 2005 as Series Number 2005-0042647 of Official Records of Napa County.

APN 022-130-024

PARCEL TWO:

Non-exclusive easements as granted in the document by and between Markham Vineyards and Freemark Abbey Winery, et al", recorded August 28, 1990 in Book 1763 at page 774, Series Number 1990-0024950 of Official Records of Napa County, amendment recorded thereto May 27, 1994 under Series Number 1994-0017853 of Official Records of Napa County.

EXHIBIT B

EASEMENT AREA LEGAL DESCRIPTION AND PLAT

(Attached)

Exhibit B

A Public Trail Easement, in, on, over, across, under, and through a portion of the Lands of Jackson Family Investments III, LLC, a Delaware limited liability company, as described in the deed recorded April 5, 2007 as Series Number 2007-0011572, Napa County Records, State of California, said portion being that portion of the said Jackson Family Investments III, LLC, within the following described strip of land:

A strip of land varying in width being initially of the uniform width of 14.00 feet wide lying 7.00 feet on each side of the following described reference line:

Beginning at the point that bears South 34° 25' 32" East 391.10 feet from a 1 inch Iron Pipe with Nail & Tag R.C.E. 12104 on the east side of State Highway 29 approximately 400 feet north of Lodi Lane; thence North 33° 44' 54" West 163.12 feet to the beginning of a curve concave to the southwest having a radius of 90.00 feet; thence 20.90 feet along said curve through a central angle of 13° 18' 30" to the beginning of a reverse curve concave to the northeast having a radius of 90.00 feet; thence 21.43 feet along said curve through a central angle of 13° 38' 29"; thence North 33° 24' 54" West 194.40 feet; thence North 34° 37' 29" West 58.99 feet; thence North 33° 25' 07" West 53.27 feet; thence North 32° 22' 55" West 167.96 feet; thence North 2° 39' 44" West 24.88 feet; thence North 31° 32' 25" West 57.14 feet to the beginning of a curve concave to the east having a radius of 50.00 feet; thence 18.18 feet along said curve through a central angle of 20° 49' 57"; thence changing the width to be 17.00 feet lying 7.00 feet left and 10.00 feet right of said reference line; thence continuing along said 50.00-foot curve 1.00 foot along said curve through a central angle of 1° 08' 45"; thence North 9° 33' 44" West 17.15 feet to the beginning of a curve concave to the southwest having a radius of 100.00 feet; thence 52.88 feet along said curve through a central angle of 30° 17' 44" to the beginning of a reverse curve concave to the northeast having a radius of 100.00 feet; thence 28.56 feet along said curve through a central angle of 16° 21' 46"; thence North 23° 29' 42" West 35.67 feet; thence changing the width to be 14.00 feet lying 7.00 feet on each side of said reference line; thence North 23° 29' 42" West 34.62 feet; thence North 18° 50' 54" West 72.26 feet to the beginning of a curve concave to the southwest having a radius of 800.00 feet; thence 85.11 feet along said curve through a central angle of 6° 05' 43"; thence North 24° 56' 38" West 55.42 feet to the beginning of a curve concave to the northeast having a radius of 100.00 feet; thence 22.24 feet along said curve through a central angle of 12° 44' 40" to the beginning of a reverse curve concave to the southwest having a radius of 90.00 feet; thence 32.31 feet along said curve through a central angle of 20° 34' 16" to a point that bears North 47° 41' 02" West 54.12 from a 1 inch iron pipe with cap "CALIF DOT"; thence North 32° 46' 13" West 41.53 feet to the beginning of a curve concave to the east having a radius of 12.00 feet; thence 15.11 feet along said curve through a central angle of 72° 09' 38" to the beginning of a reverse curve concave to the west having a radius of 25.00 feet; thence 30.41 feet along said curve through a central angle of 69° 41' 40"; thence North 30° 18' 15" West 50.65 feet to the beginning of a curve concave to the southwest having a radius of 50.00 feet; thence 39.94 feet along said curve through a central angle of 45° 46' 03" to the beginning of a reverse curve concave to the northeast having a radius of 50.00 feet; thence 33.78 feet along said curve through a central angle of 38° 42' 20"; thence North 37° 21' 58" West 87.67 feet to the beginning of a curve concave to the southwest having a radius of

200.00 feet; thence 48.60 feet along said curve through a central angle of $13^{\circ} 55' 26''$ to the beginning of a reverse curve concave to the northeast having a radius of 200.00 feet; thence 11.46 feet along said curve through a central angle of $3^{\circ} 17' 01''$; thence changing the width to be 17.00 feet lying 7.00 feet left and 10.00 feet right of said reference line; thence continuing along said 200.00-foot radius curve 21.23 feet through a central angle of $6^{\circ} 04' 59''$ to a point that bears South $9^{\circ} 57' 05''$ East 14.09 feet from a rebar with cap LS 4510 to the beginning of a curve concave to the southwest having a radius of 1509.00 feet; thence 159.35 feet along said curve through a central angle of $6^{\circ} 03' 01''$; thence North $47^{\circ} 58' 27''$ West 87.39 feet; thence North $49^{\circ} 42' 11''$ West 41.91 feet; thence changing the width to be 19.00 feet lying 7.00 feet left and 12.00 feet right of said reference line; thence continuing North $49^{\circ} 42' 11''$ West 96.40 feet; to the beginning of a curve concave to the northeast having a radius of 200.00 feet; thence 20.00 feet along said curve through a central angle of $5^{\circ} 43' 46''$ to the beginning of a reverse curve concave to the southwest having a radius of 200.00 feet; thence 30.46 feet along said curve through a central angle of $8^{\circ} 43' 37''$; thence North $52^{\circ} 42' 02''$ West 126.35 feet to the beginning of a curve concave to the northeast having a radius of 35.00 feet; thence 1.00 foot along said curve through a central angle of $1^{\circ} 38' 13''$; thence changing the width to be 14.00 feet lying 7.00 feet on each side of said reference line; thence continuing along said 35.00-foot curve 35.53 feet along said curve through a central angle of $58^{\circ} 10' 11''$ to the beginning of a reverse curve concave to the southeast having a radius of 25.00 feet; thence 46.13 feet along said curve through a central angle of $105^{\circ} 43' 50''$ to the beginning of a reverse curve concave to the north having a radius of 45.00 feet; thence 38.07 feet along said curve through a central angle of $48^{\circ} 28' 12''$; thence North $50^{\circ} 09' 15''$ West 146.26 feet to the beginning of a curve concave to the northeast having a radius of 42.00 feet; thence 18.39 feet along said curve through a central angle of $25^{\circ} 05' 13''$ to the beginning of a reverse curve concave to the southwest having a radius of 100.00 feet; thence 55.26 feet along said curve through a central angle of $31^{\circ} 39' 51''$; thence North $56^{\circ} 43' 53''$ West 66.32 feet to the beginning of a curve concave to the northeast having a radius of 500.00 feet; thence 51.58 feet along said curve through a central angle of $5^{\circ} 54' 38''$; thence North $50^{\circ} 49' 15''$ West 154.23 feet; thence changing the width to be 17.00 feet lying 7.00 feet left and 10.00 feet right of said reference line; thence continuing North $50^{\circ} 49' 15''$ West 12.23 feet; thence North $55^{\circ} 24' 06''$ West 107.60 feet; thence North $43^{\circ} 58' 14''$ West 33.73 feet; thence changing the width to be 14.00 feet lying 7.00 feet on each side of said reference line; thence continuing North $43^{\circ} 58' 14''$ West 50.13 feet; thence North $45^{\circ} 05' 25''$ West 30.01 feet to a point that bears North $46^{\circ} 40' 48''$ West 164.58 feet from a 1 inch iron pipe with cap "CALIF DOT" to the Point of Terminus.

The sidelines of easement where widths change shall occur at right angles. The sidelines at Point of Beginning, Angle Points, and Point of Terminus shall be extended or shortened to intersect the adjoining sidelines or parcel boundaries.

Basis of Bearing: The bearing between the 2" Brass disk monument marked 'Napa-10" found approximately 172' East of California State Highway 29 on Deer Park Road and 1" Iron Pipe with cap "CALIF DOT" Measuring South $44^{\circ} 13' 39''$ East.

End Description

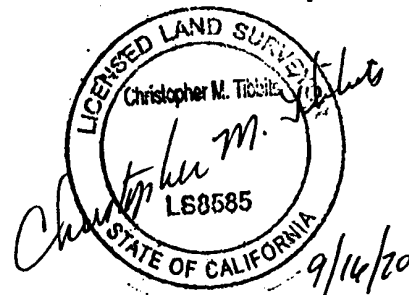
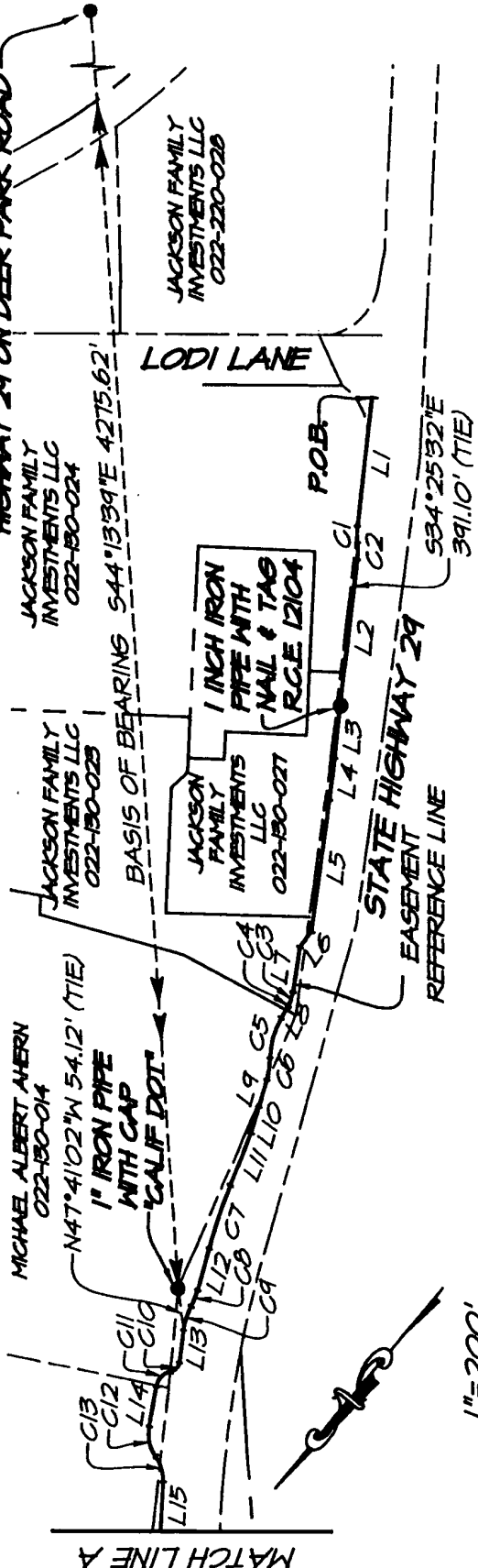
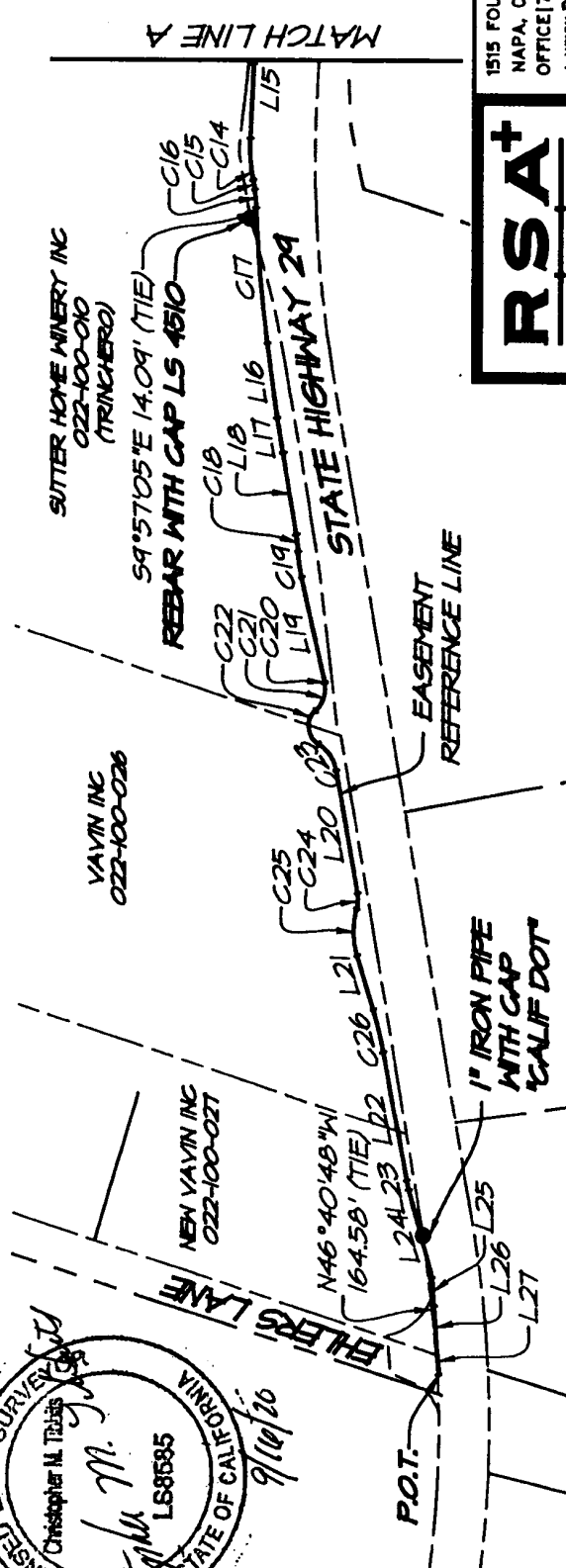
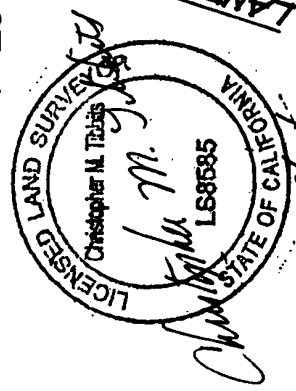


EXHIBIT B

2" BRASS DISK MONUMENT MARKED
NAPA-10" APPROXIMATELY 172'
EAST OF CALIFORNIA STATE
HIGHWAY 29 ON DEER PARK ROAD



1"=200'



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SEPT 2020 317L_REACH_2B_ESMT 1 OF 2

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

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	163.12'	N88°44'54"W
L2	194.40'	N88°24'54"W
L3	58.99'	N84°57'29"W
L4	53.27'	N88°25'07"W
L5	167.96'	N82°22'53"W
L6	24.88'	N2°39'44"W
L7	57.14'	N81°32'25"W
L8	71.85'	N4°33'44"W
L9	35.67'	N28°29'42"W
L10	34.62'	N28°29'42"W
L11	72.26'	N18°50'54"W
L12	55.42'	N24°36'38"W
L13	41.58'	N52°46'13"W
L14	50.65'	N50°18'15"W
L15	87.67'	N57°21'58"W
L16	87.39'	N47°38'27"W
L17	41.91'	N49°42'11"W
L18	96.40'	N49°42'11"W
L19	126.35'	N52°42'02"W
L20	146.28'	N50°04'13"W
L21	66.32'	N56°43'53"W
L22	154.23'	N50°49'13"W
L23	12.25'	N50°49'13"W
L24	107.60'	N58°24'06"W
L25	38.73'	N48°58'14"W
L26	30.13'	N48°58'14"W
L27	30.01'	N48°08'25"W

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	DELTA
C1	20.90'	90.00'	Δ-15°18'30"	Δ-15°18'30"
C2	21.48'	90.00'	Δ-15°38'24"	Δ-15°38'24"
C3	18.18'	50.00'	Δ-20°49'57"	Δ-20°49'57"
C4	1.00'	50.00'	Δ-1°08'48"	Δ-1°08'48"
C5	52.88'	100.00'	Δ-30°17'44"	Δ-30°17'44"
C6	28.36'	100.00'	Δ-16°21'46"	Δ-16°21'46"
C7	85.11'	800.00'	Δ-6°05'48"	Δ-6°05'48"
C8	22.24'	100.00'	Δ-12°44'40"	Δ-12°44'40"
C9	32.31'	90.00'	Δ-20°34'16"	Δ-20°34'16"
C10	15.11'	12.00'	Δ-72°04'38"	Δ-72°04'38"
C11	30.41'	25.00'	Δ-69°41'40"	Δ-69°41'40"
C12	39.44'	50.00'	Δ-45°46'08"	Δ-45°46'08"
C13	35.78'	50.00'	Δ-38°42'20"	Δ-38°42'20"
C14	49.60'	200.00'	Δ-19°53'26"	Δ-19°53'26"
C15	11.46'	200.00'	Δ-3°17'01"	Δ-3°17'01"
C16	21.23'	200.00'	Δ-6°04'54"	Δ-6°04'54"
C17	154.35'	1504.00'	Δ-6°08'01"	Δ-6°08'01"
C18	20.00'	200.00'	Δ-5°43'46"	Δ-5°43'46"
C19	30.46'	200.00'	Δ-8°43'57"	Δ-8°43'57"
C20	1.00'	35.00'	Δ-1°38'13"	Δ-1°38'13"
C21	35.33'	35.00'	Δ-39°10'11"	Δ-39°10'11"
C22	46.15'	25.00'	Δ-105°43'50"	Δ-105°43'50"
C23	39.07'	45.00'	Δ-48°28'12"	Δ-48°28'12"
C24	18.34'	42.00'	Δ-25°08'13"	Δ-25°08'13"
C25	53.26'	100.00'	Δ-31°39'31"	Δ-31°39'31"
C26	51.59'	300.00'	Δ-5°54'59"	Δ-5°54'59"

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

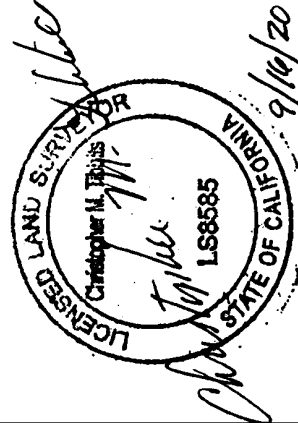


EXHIBIT B

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EXHIBIT C

TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT (this "*Agreement*") is entered into this ___ day of _____, 2020, by **JACKSON FAMILY INVESTMENTS III, LLC**, a California limited liability company, whose legal address is 421 Aviation Blvd. Santa Rosa, CA 95403 (the "*Grantor*"), and the **NAPA VALLEY TRANSPORTATION AUTHORITY**, a joint powers authority in the County of Napa, State of California, whose address is 625 Burnell Street, Napa, CA 94559 ("*NVTA*") (collectively, the "*Parties*").

For a valuable consideration set forth in the Easement Agreement defined below, the receipt and sufficiency of which is acknowledged, and the further consideration of the covenants and agreements set forth below, Grantor hereby conveys, transfers, and delivers to the NVTA, its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successor and assigns (all referred to as only "*Grantee*"), a non-exclusive Temporary Construction Access Easement (the "*Temporary Construction Easement*") that is three feet wider than the Easement Area depicted in Exhibit B of that Easement Agreement, a copy of which is attached and incorporated by this reference (the "*Temporary Easement Property*"), to facilitate Grantee's construction of public bike and pedestrian pathway/trail and other related improvements in the vicinity of the Temporary Easement Property (the "*Project*").

This Temporary Construction Easement is granted in accordance with, and subject to, the following terms, conditions, requirements, and limitations:

1. Reference is made to that Trail Easement Agreement dated _____, 2020 (the "*Easement Agreement*") and entered into by and between Grantor and Napa County, a political subdivision of the State of California ("*County*"). Pursuant to NVTA Agreement 19-12 and County Agreement No. 190311, as amended, NVTA has committed to completing environmental review, obtaining rights of entry and construction easements, and procuring design and construction services. Consequently, and in addition to the covenants and conditions prescribed below, NVTA hereby assumes those obligations of County in the Easement Agreement governing the initial construction of the Project (referred to as the "*Vine Trail*" in that Easement Agreement) and agrees to adhere to the standards of care prescribed in such Easement Agreement as such standards relate to the initial construction of the Project.

2. The Temporary Construction Easement is granted for vehicular and pedestrian ingress and egress to and from the Temporary Easement Property and for Grantee's use to do all things reasonably necessary to construct and install the Project including, but not limited to, the transport, stockpiling and storage of construction materials, soil, equipment and vehicles within the boundaries of the Temporary Easement Property; provided that Grantee shall to the extent reasonably possible store overnight equipment and vehicles at nearby off-site staging areas to allow for Grantor's agricultural use of Grantor's lands. Upon expiration of the Temporary Construction Easement, the Grantee, at its sole cost

and expense, shall restore the Temporary Easement Property to substantially the same condition it was in prior to Grantee's use. Grantee shall not leave any rubbish or debris on or about the Temporary Easement Property. The term of this Agreement shall begin five days after the date written notice is mailed by U.S. mail to Grantor by NVTA and shall extend therefrom for twenty-four months or until the Project has been completed, whichever first occurs. NVTA may extend the Temporary Construction Easement for two (2) additional six (6) month periods by giving written notice to Grantor on or before the expiration of the Temporary Construction Easement.

3. Upon termination of this Agreement, all covenants in this instrument are released (other than NVTA's restoration obligations set forth in Paragraph 2 and NVTA's indemnification obligations set forth in Paragraph 4, all of which shall survive the expiration or termination of this Agreement) and the Temporary Easement Property shall be considered free and clear of any restriction or any right or privilege attaching to the grant of the Temporary Construction Easement set forth in this Agreement. Upon request by Grantor, NVTA shall execute any documents reasonably requested by Grantor to confirm the termination of this Agreement.

4. The Temporary Construction Easement shall allow NVTA and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof to use the Temporary Easement Property during the construction of the Project. Grantee shall use the Temporary Easement Property solely for the purpose described in Paragraph 2 and for no other purpose. In no event may any use of the Temporary Easement Property by Grantee violate any applicable law (including without limitation, any hazardous materials laws), rule or regulation relating to the Temporary Easement Property or materially impact Grantor's normal business operations on the Temporary Easement Property or any adjacent property. To the extent allowed by law, NVTA shall indemnify and hold the Grantor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the acts or omissions of NVTA or its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, or assigns thereof (including, without limitation, hazardous materials brought onto the Temporary Easement Property), except to the extent such claims or damages may be due to or caused by the active negligence or willful misconduct of Grantor or its employees, contractors or agents.

5. Prior to commencement of the Project, NVTA shall install construction fencing, reasonably acceptable in design and location to Grantor, separating the Temporary Easement Property from the remainder of Grantor's lands. Such construction fencing shall be constructed of netting and shall be designed and installed in a manner such that it can be moved readily to accommodate any farming and agricultural operations of Grantor occurring in the immediate vicinity. NVTA shall maintain said construction fencing in good condition and repair during completion of the Project. Grantor shall have the right to use the Temporary Easement Property in connection with the above-described agricultural operations at all reasonable times, provided such use does not unreasonably impede or impair NVTA's Project construction activities occurring therein or otherwise endanger or risk harm to NVTA's contractors, subcontractors, agents, or representatives engage in such construction activities. The parties will cooperate with each other in good faith to accommodate any such Grantor operations requiring use of the Temporary Construction Property.

6. At no time during the term of this Agreement, and at no time during construction of the "Vine Trail" (as that term is defined in the Easement Agreement), shall Grantee stockpile, store or otherwise place construction, testing or staging materials, soil, equipment, vehicles or any other items relating to the Project on any part or portion of the lands of Grantor except within the boundaries of the Temporary Easement Property.

7. Grantor represents that it is the fee owner of the Temporary Easement Property and that it has the authority to grant this Temporary Construction Easement to NVTA.

8. Grantor reserves all rights attendant to its ownership of the Temporary Easement Property, including but not limited to the use and enjoyment of the Temporary Easement Property for all purposes not inconsistent with the terms and conditions of this Agreement.

9. As a condition of this Agreement and of Grantor's grant of the Temporary Construction Easement hereunder, Grantee, shall, at their respective cost and expense, insure their activities on the Temporary Construction Easement area, and each shall obtain, keep in force, and maintain at all times during the term of this easement: (a) Commercial Form General Liability Insurance with an insurance carrier qualified to do business in the State of California and rated at least [A], on an occurrence basis and with per-occurrence and general aggregate limits of liability at \$2,000,000 and \$4,000,000 respectively, and (b) Workers' Compensation Insurance in accordance with California law and including Employer's Liability Coverage with commercially reasonable limits of liability. All insurance policies required under this Paragraph 9 will name Grantor as an additional insured and such policies will be primary and non-contributory with any insurance carried by Grantor. Proof of the foregoing insurance will be provided to Grantor promptly on the reasonable request of Grantor.

10. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to Grantor:

Jackson Family Investments III

If to NVTA:

Napa Valley Transportation Authority
Attn: Executive Director
625 Burnell Street,
Napa, CA 94559

11. Except for the Easement Agreement, this Agreement represents the entire agreement between the Grantor and NVTA as relates to the Temporary Construction Easement and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and signed by both the Executive Director and the Grantor.

12. Each and every term, condition, or covenant of this Agreement is subject to and shall be construed in accordance with the provisions of California law. Venue for any action arising out of this Agreement shall be in the District Court in the County of Napa, California.

13. The benefits and burdens of the Temporary Construction Easement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

14. This Agreement shall not be recorded, but shall nevertheless become effective upon full execution by all parties and delivery of same to the NVTAs.

[SIGNATURE PAGE TO FOLLOW]

END OF DOCUMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

GRANTOR:

JACKSON FAMILY INVESTMENTS III, LLC,
a California limited liability company

By:
Its:

GRANTEE:

Napa Valley Transportation Authority, Napa

By: _____
Catherine Miller, Executive Director,
Authorized pursuant to Resolution No.



2021-0012019

Recorded
Official Records
County of
Napa
JOHN TUTEUR
Assessor-Recorder-Co.

REC FEE

0.00

35
Page 1 of 25

08:14AM 02-Apr-2021

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Jose Luis Valdez
Clerk of the Napa County Board of Supervisors
1195 Third Street, Room 310
Napa, California 94559

Exempt from recording fees: Gov. Code § 6103
and § 27383
Exempt from documentary transfer tax:
Rev & Tax Code § 11922

Assessor's Parcel #(s): 022-220-028

#301987-CR

Space above this line reserved for County Recorder's use

TRAIL EASEMENT AGREEMENT

This TRAIL EASEMENT AGREEMENT (the "*Agreement*") is made by Jackson Family Investments III, LLC, a California limited liability company ("*Grantor*"), and Napa County, a political subdivision of the State of California (hereinafter referred to as ("*County*" or "*Grantee*"), with an effective possession date of APRIL 02, 2021.

Recitals

WHEREAS, the County supports creating recreational trails for public use, including but not limited to a 47-mile walking and biking trail system to physically, artistically, and culturally connect the entire Napa Valley—from Vallejo to Calistoga (the "*Vine Trail*");

WHEREAS, Grantor is the owner of the property identified as Napa County Assessor's Parcel No. 022-220-028 and more fully described in Exhibit A (the "*Property*"), which is incorporated by reference, and located in the County of Napa, State of California;

WHEREAS, Grantor is discussing the grant to PG&E of an easement over the Property for the purpose of installing a natural gas pipeline (the "*PG&E Easement*"), and Grantor has agreed to grant Grantee a surface-level easement within the PG&E Easement to facilitate completion of the Vine Trail between Calistoga and Yountville;

WHEREAS, the Napa Valley Vine Trail Coalition, a 501(c) non-profit corporation, ("*Vine Trail Coalition*") is dedicated to facilitating and assisting in the funding of the Vine Trail;

WHEREAS, pursuant to County Agreement No. 190311 and Napa Valley Transportation Authority ("*NVTA*") Agreement No. 19-12, as amended, NVTA has committed to completing environmental review, obtaining rights of entry and

construction easements, and procuring design and construction services, which activities will require a Temporary Construction Easement in the form attached hereto as Exhibit C;

WHEREAS, during the environmental review, all alternative alignments of the Vine Trail will be studied and considered, and this Agreement will not influence the environmental assessment of the Vine Trail including the need for the project and the selection of the location of the project; and

WHEREAS, County is the public entity best situated to receive the easement for that portion of the Vine Trail in the unincorporated area from Calistoga to Yountville;

NOW, THEREFORE, Grantor and County hereby agree as follows:

1. **Recitals.** The foregoing recitals are incorporated into this Agreement.
2. **Trail Easement.** Subject to the terms of this Agreement, Grantor grants County a non-exclusive easement (the "*Easement*") on, over, and across a strip of land located on the Property and legally described and depicted in Exhibit B attached hereto and incorporated herein by this reference (the "*Easement Area*"), for the purpose of using the Easement Area to design, install, repair, improve, and maintain a paved and/or gravel trail, related drainage improvements, any and all utility lines and fixtures, including for utilities such as water, lighting, emergency telephone call boxes, or other telecommunications, and other improvements, for the use and benefit of public users for pedestrian or bicycle use of the Vine Trail, all as provided in, and subject to the terms of, this Agreement. County shall cause all improvements to be designed and installed in accordance with all applicable codes and regulations. The Easement granted herein is made by Grantor subject to all matters of record and any and all matters that would be disclosed by an accurate survey of the Property and/or the Easement Area.
3. **Consideration.** The undersigned Grantor acknowledges receipt of adequate consideration for Grantor's grant of the Easement herein, which includes the benefit of having the County construct a trail and other improvements that will enhance the Property.
4. **Termination.** On the occurrence of any of the events described in subparagraphs A through E below, Grantor may then or thereafter notify County of its intent to terminate the Easement and this Agreement on ninety (90) days notice (the "*Notice Period*"). Following such notice, if the condition giving rise to the event is not cured or reasonable efforts to cure are not commenced within that Notice Period (and cure completed within a reasonable period of time thereafter), Grantor may terminate the Easement and this Agreement. On termination of this Agreement and the Easement, County will file a quitclaim to return the Easement Area to Grantor or Grantor's heirs, successors, or assigns after complying with all legal requirements for the vacation of an easement.

A. If, after the initial construction of the Vine Trail over the Easement Area, the Easement is not, at any time in the future, used by the general public as a pedestrian and bicycle trail for a continuous twelve (12) month period, and such non-use continues through the Notice Period; provided that closure of, or cessation of use upon, the Easement Area at times for repairs, maintenance, reconstruction, or other improvement, due to acts of God or nature, or other causes beyond the reasonable control of County, shall not be deemed abandonment nor count towards said twelve (12) month period;

B. If this Agreement is for an Easement in the unincorporated area between Calistoga and St. Helena, if any portion of the Vine Trail from Calistoga to St. Helena is not substantially constructed by December 31, 2031;

C. County breaches any of Paragraphs 6, 9, 10, or 12 of this Agreement;

D. If, following the thirtieth (30th) anniversary of the Vine Trail opening for public use within the easement area of the last easement granted to County between Calistoga and St. Helena, the County ceases making annual insurance payments pursuant to Paragraph 9B; or

E. If as of August 19, 2027, the Vine Trail is not completed within the Easement and/or the final alignment of the Vine Trail (whether or not then constructed) does not or will not cross the either Property through the Easement.

5. **Restrictions on Use.** Subject to Grantor's retained rights of use and access referenced in Paragraph 7 (Grantor's Use of the Easement Area) below, no motorized vehicles (including, without limitation, electric or motorized scooters) shall be permitted to use the Easement Area, save and except for emergency, public safety vehicles (police, fire and ambulance services), normal construction and maintenance vehicles, and motorized wheelchairs or other mobility devices for use by disabled users of the trail. Electric bicycles, as defined in Section 312.5(a) of the California Vehicle Code, will be permitted in the Easement Area in accordance with California state law and/or local ordinance.

6. **Maintenance.** County shall operate, repair, and maintain the Easement Area and the trail located therein in good condition and repair and in a good and workman-like manner including, without limitation, keeping it free of graffiti and trash. County or its designee will in good faith take reasonable steps to resolve any damage or maintenance issue on the Easement Area that Grantor brings to the County's attention.

7. **Grantor's Use of the Easement Area; Signage; and Fencing.**

A. Grantor's Use of the Easement Area. The grant of this Easement shall not restrict in any way (i) Property ingress and egress across the Easement Area; or (ii) any and all lawful operations on Grantor's Property outside the Easement Area. Without limiting the foregoing, Grantor may use the Easement Area as reasonably necessary to carry out agricultural operations on the Property, including but not limited to, for access

and turnarounds for farm vehicles and equipment. The Parties acknowledge and agree that the Property is currently developed with and zoned for commercial uses and that Grantor's pending application to County (#P19-00038) proposes development and activities that are consistent with the Easement. Nothing in this Agreement shall be construed to require that County approve Grantor's pending application. Subject to and without waiving any rights under Paragraph 10 (Indemnity), and without assuming an affirmative obligation to do so, Grantor, or Grantor's heirs, successors, and assigns, may at any time temporarily block public access to the Easement Area when, in their sole judgment, they determine that it is appropriate to do so in accordance with reasonable agricultural practices or if they are engaged in activities that pose a threat to the health or safety of the users of the Easement Area. Grantor shall be entitled to grant additional easements or other rights with respect to the Easement Area (including, without limitation, underground or overhead utility, cable or other similar easements) as long as the same shall not materially interfere with the County's use of the Easement granted under this Agreement.

B. Signage. County will post and maintain trail signs in the Easement Area warning users of the Vine Trail that their use is at their own risk, that agricultural operations, including spraying, discing/plowing, burning and other operations are ongoing, that users must yield to farming vehicles and equipment on or adjacent to the trail, and must obey all laws at all times while using the trail.

C. Fencing. The project will include NVTA's installation of a temporary construction fence, as described in Exhibit C, to separate construction activity from commercial and agricultural operations on the Property. The temporary construction fence will be removed by NVTA after construction is complete.

8. **Representations**. Grantor hereby represents to County that:

A. The Easement Area is, as of the date this Agreement is executed, subject to a deed of trust encumbrance, and Grantor agrees that it will use commercially reasonable efforts to obtain a subordination agreement from the beneficiary of such deed of trust encumbrance.

B. Grantor has duly authorized the granting of the Easement provided hereby and execution and delivery of this Agreement.

C. To Grantor's knowledge, as of the date this Agreement is executed, there are no off-record agreements between Grantor and any party that would prevent the use of the Easement Area for the purposes provided in this Agreement.

D. To Grantor's knowledge, (i) other than any PG&E natural gas lines and the historical and ongoing use of agricultural pesticides, herbicides and other agricultural substances and/or treatments customarily employed in Grantor's viticultural practices, the Easement Area does not contain hazardous or toxic substances that are in material violation of applicable hazardous materials laws, and (ii) Grantor has not received any

written notice of a violation of applicable hazardous materials laws with respect to the Easement Area.

E. For purposes of this Agreement, the term “*Grantor’s knowledge*” means, as of the date this Agreement is executed, the actual knowledge of Geoff Scott without duty of inquiry or investigation.

9. Insurance and Defense.

A. Condition of the Trail. Consistent with the County’s defense and indemnification obligations in Paragraph 10, prior to any entry on the Property and continuing through the opening of the Vine Trail for public use in the Easement Area, and continuously thereafter, County shall at all times maintain in full force and effect property damage and comprehensive general liability insurance coverage with an insurance carrier qualified to do business in the State of California to insure against claims for property damage and personal injury (including death) within the Easement Area brought by a user of the Vine Trail arising out of the condition thereof, with limits of at least \$1,000,000 for property damage claims per occurrence and \$1,000,000 for personal injury or death claims per occurrence (with aggregate limits double each of those respective amounts), subject to whatever underlying self insurance County elects to maintain, as set forth in a letter from the County’s risk/insurance manager to Grantor.

B. Insurance for Agricultural Activities. In addition to the above insurance and in consideration of this Agreement and all other Vine Trail easements granted to County between Calistoga and Yountville, County agrees to pay \$75,000 (as adjusted herein) per year to the Vine Trail Coalition (or a qualified successor organization approved by County) for the procurement, as available, of general liability and pollution liability coverage to insure against claims from users of the Vine Trail resulting or arising from Grantor’s and/or any of Grantor’s contractor’s or agent’s activities on or about the Property, the Easement Area, and/or the Vine Trail (including, without limitation, the operation and use of farm equipment and pesticide applications thereon). The foregoing amount will be (i) payable each year in a lump sum on the anniversary of County’s first payment under this subparagraph B, (ii) adjusted annually for inflation based on the increase (if any) of the U.S. Department of Labor’s Consumer Price Index for All Urban Consumers in the San Francisco/Oakland/San Jose geographic area (or successor index) in the immediately preceding twelve (12) months, and (iii) will continue until this Agreement is terminated. Any insurance purchased by the Vine Trail Coalition or its qualified successor with these funds shall name the Vine Trail Coalition (or its successor), County, Grantor (or successor), and all other grantors of Vine Trail easements held by County between Calistoga and Yountville as named insureds. The insurance required to be carried in this Paragraph 9B will be primary and non-contributory with any insurance carried by any of the named or additional insureds under such policy. County shall make the first payment to the Vine Trail Coalition within thirty (30) days of its acceptance of all easements necessary for the construction of a contiguous trail from Calistoga to St. Helena. In its sole discretion, County shall have the right to pre-pay any portion of the payments provided for in this subparagraph B and will thereafter be

relieved of its annual payment obligation for the corresponding number of years for which such pre-payment would substitute. Notwithstanding the foregoing, following the thirtieth (30th) anniversary of the Vine Trail's opening to the public within the easement area of the last Vine Trail easement granted to County between Calistoga and Yountville, the County may cease making the payments under this subparagraph B upon written notice to the other named insureds; provided that on receipt of such written notice, Grantor or Grantor's successors and assigns will have the right to terminate this Agreement in its sole discretion.

10. Indemnification.

A. County or its successors and assigns shall defend, at its own expense, indemnify, and hold harmless Grantor and Grantor's successors and assigns and subsequent Property owners (collectively, the "*Grantor Parties*") from and against any and all liabilities, costs, losses, orders, liens, judicial penalties, claims, demands, damages, expenses, or causes of action or cases, including without limitation reasonable attorneys' fees (collectively "*Losses*"), arising out of the design, maintenance, or condition of the Easement Area. The Grantor Parties shall have no responsibility for the design, construction, use, operation, repair, or maintenance of the Easement Area, or warning of hazardous conditions on it, or the protection of the public or any third parties from risks relating to a condition of the Easement Area.

B. County's obligations under this Paragraph 10 expressly exclude defending, indemnifying, and holding harmless a Grantor Party for any of the following:

i. Any Losses founded on or resulting from the active negligence, negligence per se, or willful or malicious conduct of a Grantor Party.

ii. Instances where permission to enter the Easement Area or Property was granted to the injured person by a Grantor Party for consideration given by the injured person or by others on that person's behalf, other than any consideration given by County or the Vine Trail Coalition in consideration of this Easement Agreement.

iii. Injuries to any persons who are expressly invited onto either the Easement Area or Property by a Grantor Party rather than merely permitted to come upon the Easement Area or Property by a Grantor Party.

iv. The exclusions in subparagraphs (ii) and (iii) shall not apply to instances where a person was injured on the Property while using the Vine Trail to travel to or from the Property, even after receiving an express invitation or permission for consideration to do so, such as by paying a tasting fee.

C. Intent. This section is intended to provide Grantor Parties with defense and indemnification against Losses where a defense against liability is available under Civil Code section 846 and/or Government Code section 831.4.

D. County and Grantor, or their respective successors or assigns, shall notify the other party promptly in writing of any claim or assertion of Losses related to the entry or use of the Easement Area by members of the public. The parties shall cooperate with each other in the investigation, defense, and disposition of any claim arising out such entry or use, provided that nothing shall require either party to disclose any documents, records, or communications that are protected under the peer review privilege, attorney-client privilege, or other applicable privilege, or which are considered attorney work product. The indemnification provided in this Paragraph 10 shall survive the termination of this Agreement for the duration of all applicable statutes of limitation.

11. **Public Visitor Recreational and Trail Immunities.** Any permission given by Grantor for entry by public recreational visitors on or over the Easement Area is given only for recreational purposes as defined in Civil Code § 846, and the Grantor gives no assurance to public recreational visitors that such premises are safe for such purposes, nor confers upon the person to whom such permission has been granted the legal status of invitee or licensee to whom a duty of care is owed, nor assumes responsibility for or incurs any liability for any injury to person or property caused by any act of such person to whom permission has been granted except as otherwise provided in Section 846. It is the intent of this paragraph to preserve for the Grantor Parties any and all immunities provided for under Civil Code § 846, Government Code § 831.4, Public Resources Code § 5075.4, and under any other applicable laws or statutes, now or hereafter in effect, eliminating or limiting to the fullest extent permitted by law Grantor's liability for, or providing immunity from, claims against a Grantor Party by third parties. It is also the intent of this paragraph to preserve for County any and all immunities provided under Government Code Sections 831.4 and 831.7 and under any other applicable laws or statutes, now or hereafter in effect, eliminating or limiting County's liability for, or providing immunity from claims against County by third parties. County agrees to perform its obligations under Section 6 of this Agreement with the goal of reducing liability and preserving the immunities described above. This paragraph is not intended to, nor shall it be construed to, limit, affect, or restrict any rights of either Party or its officers, directors, agents, or employees to assert any claims against the other Party to which it may otherwise be entitled under this Agreement.

The parties are directed to Civil Code § 846.1, which authorizes an owner of an estate in real property, whether possessory or non-possessor, and public entities to seek reimbursement from the California Department of General Services for reasonable attorneys' fees incurred in defending a claim alleging an injury or damages on real property used for a recreational trail where the claim is dismissed by the plaintiff or court, or where the Grantor or Grantee prevails in the civil action.

12. **Assignment of Rights.** County has already assigned certain construction and other obligations to NVTA. County may further assign any of its construction, operation or maintenance obligations hereunder to the State of California, another public entity, or other qualified organization, provided the public entity or qualified organization covenants to perform such obligations consistent with this Agreement, with the prior

written consent of Grantor or its heirs, successors, or assigns, which consent will not be unreasonably conditioned or withheld. County may assign and transfer this Agreement and the Easement, and all rights and obligations with respect thereto, to the State of California, another public entity, or other qualified organization, with the prior written consent of Grantor or its heirs, successors, or assigns, which consent will not be unreasonably conditioned or withheld. An assignment as described in the immediately preceding sentence will only release County from its obligations under this Agreement from and after the date of the assignment and only if the transferee agrees, in writing, to be bound by the terms and conditions of this Agreement and expressly assumes the County's obligations under this Agreement. An assignment that complies with the foregoing restrictions will be effective upon the recording of a deed conveying the Easement to said transferee.

13. **Run With the Land.** The benefits and burdens of this Easement shall run with the title to the described properties of Grantor and County and shall inure to the benefit of and bind the parties hereto, and each of them, as well as their respective agents, heirs, assigns and successors in right, title or interest in or to all or any part of said properties at all times hereinafter.

14. **Temporary Construction Easement.** Grantor agrees to grant to NVTa a Temporary Construction Easement that is three feet wider on each side than the Easement Area depicted in Exhibit B, in a form substantially similar to the Temporary Construction Access Easement Agreement attached hereto as Exhibit C. The attached Temporary Construction Access Easement Agreement sets forth the timing and duration of Grantee's access to the Temporary Construction Easement, along with other terms and conditions governing the Temporary Construction Easement.

15. **Entire Agreement.** This Agreement together with the exhibits hereto, each of which are incorporated herein by this reference, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements with respect thereto.

16. **Notices.** Any notices required by this Agreement or correspondence between the parties shall be addressed as follows, unless the parties shall provide written notice of a change:

GRANTOR:

Jackson Family Investments III
425 AVIATION BLVD.
SANTA ROSA, CA 95403
ATTN: LEGAL DEPARTMENT
LEGAL.NOTICE@JFWMAIL.COM

COUNTY:

Public Works Director
Napa County
1195 Third Street, Suite 101
Napa, CA 94559

With a copy to (which copy shall not constitute notice):

Clerk of the Board of Supervisors
Napa County
1195 Third Street, Suite 303
Napa, CA 94559

Notice shall be delivered personally, including by messenger or courier, or by certified mail, return receipt requested, postage prepaid. Notices shall be deemed to have been duly given (a) if delivered personally, on the date of delivery; (b) if transmitted by certified mail, on the earlier of (i) the second (2nd) business day after the date of such mailing, or (ii) the date of receipt. The addresses and addressees may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee as stated by written notice, or as provided herein if no written notice or change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

17. Interpretation.

A. This Easement shall be interpreted under the laws of the State of California without regard to the conflicts or choice of law provisions thereof. Any ambiguities and questions of the validity of specific provisions shall be interpreted so as to give maximum effect to its intent to protect Grantor's reserved rights and uses, including the right to farm and to engage in agriculture, and its public access purpose.

B. Unless specifically stated and attached to this Easement, references to specific authorities in this Easement shall be to the statute, rule, regulation, ordinance, or other legal provision that is in effect at the time this Easement becomes effective.

C. No provision of this Easement shall constitute governmental approval of any improvements, construction, or other activities that may be permitted under this Easement.

18. Severability. If any term, provision, covenant, condition, or restriction of this Easement is held by a court of competent jurisdiction to be unlawful, invalid, void, unenforceable, or not effective, the remainder of this Easement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

19. Recordation. This Agreement evidencing the Easement shall be recorded in the official records of Napa County.

20. Third Party Beneficiaries. Except to the extent the Vine Trail Coalition is named for the sole purpose of receiving and subsequently procuring additional insurance as may be available, nothing under this Agreement is intended to create any rights or interests in any third parties.

21. Relocation Assistance and Real Property Acquisition Policies Acts. Grantor is donating the Easement for the purpose of facilitating completion of the Vine Trail, and

hereby voluntarily and knowingly waives any and all payments, compensation, appraisals, entitlements and benefits to which Grantor may be entitled under the State of California Uniform Relocation Assistance and Real Property Acquisition Policies Act (Gov. Code § 7260 et seq.) and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24) and any amendments thereto. It is agreed that the property conveyed by this Agreement is being donated to the County by the undersigned Grantor. Grantor, having initiated this donation, has been informed of the right to compensation for the property donated and hereby waives such right to compensation.

22. **Mandatory Non-binding Mediation.** If a dispute arises under this Agreement, the parties will endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of the American Arbitration Association (“AAA”) or any other neutral organization agreed to by the parties. Mediation is mandatory before either party may have recourse in a court of law, except in the circumstances described in Paragraph 23 below.

A. Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

B. Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the claim. The mediator will be knowledgeable in public entity liability or real property rights, and may be selected from lists furnished by the American Arbitration Association (unless the parties mutually agree on another mediator). The parties shall endeavor to agree on a mediator within ten (10) business days after the date a party requests mediation, unless a longer period is mutually agreed to in writing by the Grantor and County. If the parties are unable to agree on a mediator within that ten-day period, or such other mutually agreed upon period, AAA or the other neutral organization administering the mediation will appoint a mediator who is a retired judge or other neutral with at least ten (10) years experience and who has the knowledge prescribed in the second sentence of this subpart B.

C. Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the claim, though the County’s recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

D. Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be “non-binding” and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing by both parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

23. Injunctive Relief. Paragraph 22 above notwithstanding, either party will have the right, without first proceeding to mediation hereunder, to seek injunctive relief from a court of competent jurisdiction in the event that the other party’s conduct threatens imminent irreparable harm to the interests of the party seeking such relief, for which money damages are inadequate. The court will determine whether a bond or other security shall be required in order to obtain such relief.

24. Authority. Each person executing this Easement Agreement on behalf of a party hereto has all requisite consent, power and authority to execute this Easement Agreement on behalf of that party and any other agreements or instruments required hereunder and that party has all requisite consent, power, and authority to enter into and perform its obligations under this Easement Agreement and all other agreements and instruments entered into in connection herewith.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date this Agreement is executed below.

“GRANTOR”

JACKSON FAMILY INVESTMENTS III, LLC, a California limited liability company

TJ Comstock
By: TYLER J. COMSTOCK, aka Tyler Comstock
Its: SVP, FINANCE

“COUNTY”

NAPA COUNTY, a political subdivision of the State of California

By Alfredo Pedraza
DIANE DILLON, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>[Signature]</u> Deputy County Counsel</p> <p>Date: <u>3/17/2021</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: <u>12/15/2020</u></p> <p>Processed By: <u>[Signature]</u> Deputy Clerk of the Board</p>	<p>ATTEST: Jose Luis Valdez Clerk of the Board of Supervisors</p> <p>By: <u>[Signature]</u></p>
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SEAL AFFIXED

CALIFORNIA 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 Sonoma }

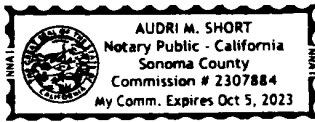
On December 17th, 2020 before me, Audri M. Short, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Tyler Comstock
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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

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: _____

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.

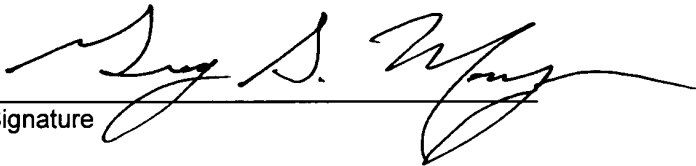
State of California

County of Napa} ss.

On March 19, 2021 before me, Greg S. Morgan, Notary Public, personally appeared Alfredo Pedroza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

GREG S. MORGAN
Commission #2309553
Notary Public – California
Napa County
My Commission Expires October 20, 2023
Work Phone: 707-299-1515

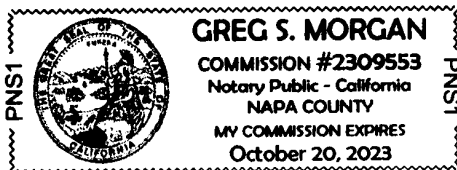


EXHIBIT A

PROPERTY LEGAL DESCRIPTION

PARCEL ONE:

A portion of Lots 3 and 4 as shown on the map entitled, "Map of Lodi Home Tract", filed April 21, 1906, in Book 1 of Maps, at page 41, in the office of the County Recorder of said Napa County, more particularly described as follows:

COMMENCING at a point formed by the intersection of the Southeastern line of Lodi Lane with the Northeastern line of the State Highway leading from St. Helena to Calistoga; running thence along said Southeastern line of Lodi Lane, North 49° 30' East 326.00 feet; thence South 40° 30' 00" East 58.38 feet; thence South 49° 30' 00" West 1.27 feet; thence South 42° 32' 06" East 199.23 feet to a point on a nontangent curve concave to the east having a radius of 785.26 feet and to which point a radial line bears North 73° 21' 13" West; thence southerly 784.37 feet along said curve through a central angle of 57° 13' 52" to a point on the above mentioned northeasterly line of the State Highway; thence along said northeastern line, North 40° 00' 21" West 281.53 feet and North 38° 15' West 637.28 feet to the point of beginning.

EXCEPTING THEREFROM, that portion granted to the State of California in the document recorded April 21, 2005 as Series Number 2005-0015274 and described as follows:

COMMENCING at the most Westerly corner of said parcel; thence along the Southwesterly line of said parcel, South 37°28'05" East, 32.579 meters; thence North 30°08'57" West, 13.582 meters; thence along a curve to the right with a radius of 23.000 meters, through a central angle of 80°23'36", an arc length of 32.272 meters to the Northwesterly line of said parcel; thence along last said line, South 50°14'39" West, 23.644 meters to the Point of Commencement.

APN 022-220-028

PARCEL TWO:

A non-exclusive easement for ingress and egress as granted in the "Easement Grant Deed" recorded November 13, 2001 as Series Number 2001-0039669 of Official Records.

PARCEL THREE:

Easement interests described in the document recorded November 15, 2013 as Series Number 2013-0032054 of Official Records.

EXHIBIT B

EASEMENT AREA LEGAL DESCRIPTION AND PLAT

(Attached)

Exhibit B

A Public Trail Easement, in, on, over, across, under, and through a portion of the Lands of Jackson Family Investments III, LLC, a Delaware limited liability company, as described in the deed recorded November 15, 2013 as Series Number 2013-0032053, Napa County Records, State of California, said portion being that portion of the said Jackson Family Investments III, LLC, within the following described strip of land:

A strip of land varying in width being initially of the uniform width of 14.00 feet wide lying 7.00 feet on each side of the following described reference line:

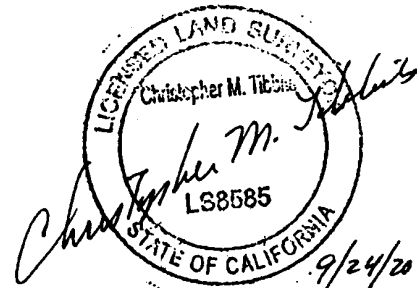
Beginning at the point that bears South 37° 32' 03" West 168.50 feet from the 2 inch Brass Disk marked "NAPA-10" located on Deer Park Road approximately 172 feet from California State Highway 29; thence North 55° 14' 18" West 45.87 feet to the beginning of a curve concave to the northeast having a radius of 90.00 feet; thence 27.08 feet along said curve through a central angle of 17° 14' 26" to the beginning of a reverse curve concave to the southwest having a radius of 90.00 feet; thence 28.33 feet along said curve through a central angle of 18° 02' 17"; thence North 56° 02' 10" West 132.71 feet to the beginning of a curve concave to the south having a radius of 400.00 feet; thence 56.41 feet along said curve through a central angle of 8° 04' 49" to the beginning of a reverse curve concave to the north having a radius of 200.00 feet; thence 30.00 feet along said curve through a central angle of 8° 35' 37"; thence North 55° 31' 22" West 261.89 feet to the point that bears South 85° 01' 03" East 11.20 feet from a 1 inch Iron Pipe with Cap "CALIF DOT"; thence North 57° 06' 50" West 28.70 feet; thence changing the width to be 19.00 feet lying 7.00 feet left and 12.00 feet right of said reference line; thence North 57° 06' 50" West 11.19 feet; thence North 54° 34' 58" West 151.08 feet; thence North 45° 57' 21" West 20.00 feet; thence North 54° 34' 58" West 10.38 feet; thence changing the width to be 14.00 feet lying 7.00 feet on each side of said reference line; thence North 54° 34' 58" West 145.35 feet; thence North 52° 24' 35" West 61.00 feet; thence changing the width to be 17.00 feet lying 7.00 feet left and 10.00 feet right of said reference line; thence North 52° 24' 35" West 42.33 feet; thence North 48° 00' 42" West 222.11 feet to the beginning of a curve concave to the northeast having a radius of 2000.00 feet; thence 26.62 feet along said curve through a central angle of 0° 45' 46"; thence changing the width to be 14.00 feet lying 7.00 feet on each side of said reference line; thence continuing along said 2000.00 foot curve 17.95 feet through a central angle of 0° 30' 51"; thence North 46° 44' 05" West 80.12 feet to the beginning of a curve concave to the southwest having a radius of 500.00 feet; thence 53.50 feet along said curve through a central angle of 6° 07' 49" to the beginning of a reverse curve concave to the northwest having a radius of 125.00 feet; thence 50.14 feet along said curve through a central angle of 22° 58' 58" to the beginning of a reverse curve concave to the southwest having a radius of 100.00 feet; thence 27.35 feet along said curve through a central angle of 15° 40' 10"; thence North 45° 33' 06" West 275.44 feet to the beginning of a curve concave to the southwest having a radius of 200.00 feet; thence 22.43 feet along said curve through a central angle of 6° 25' 37" to the beginning of a reverse curve concave to the northeast having a radius of 200.00 feet; thence 21.37 feet along said curve through a central angle of 6° 07' 19"; thence North 45° 51' 23" West 275.26 feet to a point that bears South 55° 20' 17" East 104.27 feet from a

Magnetic Nail in the east side of California State Highway 29, approximately 900 feet from the southeast of Lodi Lane said point being the beginning of a curve concave to the northeast having a radius of 100.00 feet; thence 51.88 feet along said curve through a central angle of 29° 43' 29" to the beginning of a reverse curve concave to the southwest having a radius of 50.00 feet; thence 29.67 feet along said curve through a central angle of 34° 00' 03"; thence North 50° 07' 57" West 15.00 feet to the beginning of a curve concave to the northeast having a radius of 50.00 feet; thence 12.33 feet along said curve through a central angle of 14° 07' 49"; thence North 36° 00' 08" West 27.73 feet to the beginning of a curve concave to the south having a radius of 6.00 feet; thence 9.26 feet along said curve through a central angle of 88° 27' 27"; thence South 55° 32' 25" West 18.16 feet to the beginning of a curve concave to the north having a radius of 7.00 feet; thence 10.35 feet along said curve through a central angle of 84° 40' 47"; thence North 39° 46' 47" West 58.74 feet to the beginning of a curve concave to the southwest having a radius of 334.12 feet; thence 33.88 feet along said curve through a central angle of 5°48'36"; thence North 45° 35' 24" West 58.54 feet to the beginning of a curve concave to the northeast having a radius of 100.00 feet; thence 33.22 feet along said curve through a central angle of 19° 01' 53" to the beginning of a reverse curve concave to the southwest having a radius of 100.00 feet; thence 34.51 feet along said curve through a central angle of 19° 46' 15" to the beginning of a reverse curve concave to the northeast having a radius of 750.00 feet; thence 102.18 feet along said curve through a central angle of 7° 48' 21"; thence North 38° 31' 25" West 381.61 feet to the beginning of a curve concave to the northeast having a radius of 1500.00 feet; thence 72.38 feet along said curve through a central angle of 2° 45' 52"; thence North 35° 45' 32" West 66.49 feet; thence North 39° 44' 25" West 99.91 feet to the point that bears South 33° 42' 15" East 361.23 feet from a 1 inch Iron Pipe with Nail & Tag R.C.E. 12104 said point being the **Point of Terminus**.

The sidelines of easement where widths change shall occur at right angles. The sidelines at Point of Beginning, Angle Points, and Point of Terminus shall be extended or shortened to intersect the adjoining sidelines or parcel boundaries.

Basis of Bearing: The bearing between the 2" Brass disk monument marked 'Napa-10" found approximately 172' East of California State Highway 29 on Deer Park Road and 1" Iron Pipe with cap "CALIF DOT" Measuring South 44° 13' 39" East.

End Description



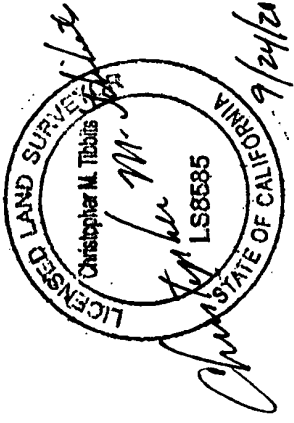
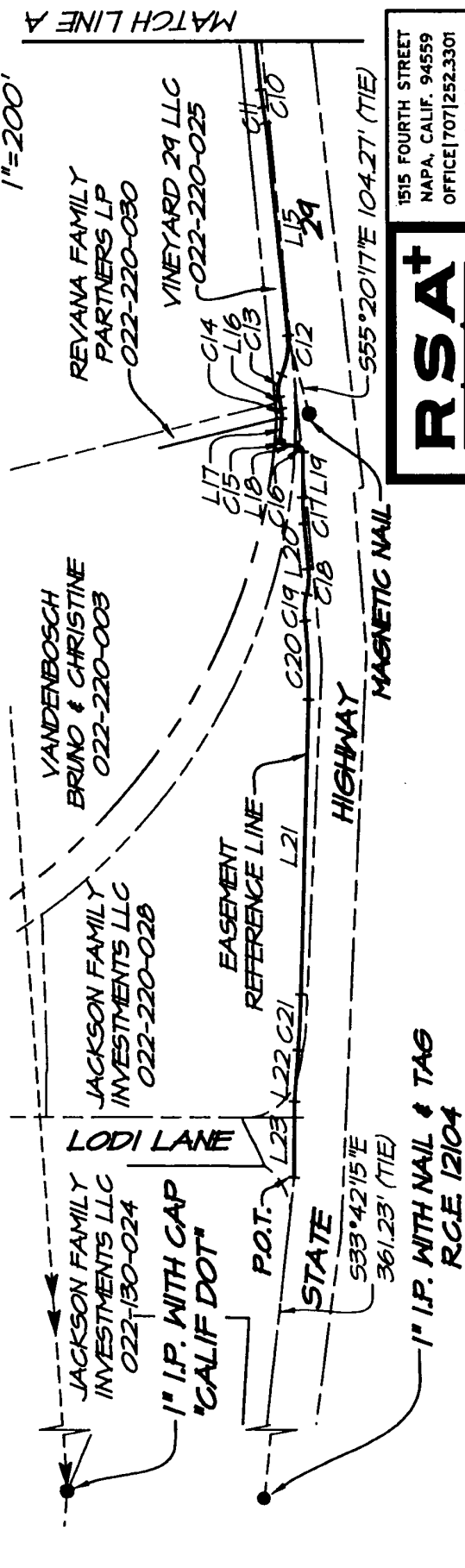
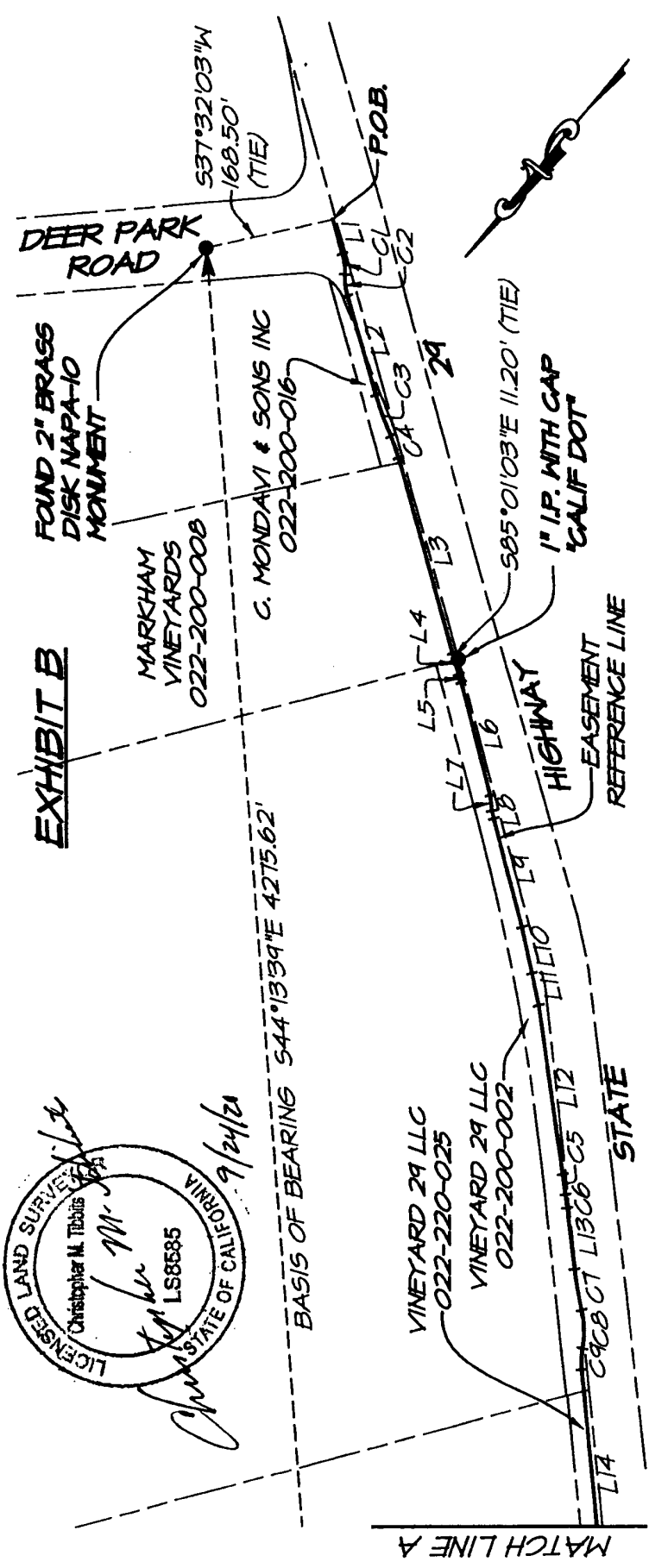


EXHIBIT B



RSA+
 1515 FOURTH STREET
 NAPA, CALIF. 94559
 OFFICE | 707.252.3301
 + WWW.RSACIVIL.COM +

RSA+ CONSULTING CIVIL ENGINEERS + SURVEYORS + 1980
 SEPT 2020 5/17/REACH_2A_ESMT 1 OF 2

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

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	45.97'	N55°14'19"W
L2	132.71'	N56°02'10"W
L3	261.89'	N53°31'22"W
L4	29.70'	N57°06'50"W
L5	11.19'	N57°06'50"W
L6	151.08'	N54°34'58"W
L7	20.00'	N45°57'21"W
L8	10.38'	N54°34'58"W
L9	143.33'	N54°34'58"W
L10	61.00'	N52°24'35"W
L11	42.33'	N52°24'35"W
L12	222.11'	N48°00'42"W
L13	80.12'	N46°44'05"W
L14	275.44'	N45°33'06"W
L15	275.26'	N45°31'23"W
L16	15.00'	N50°07'57"W
L17	27.73'	N56°00'09"W
L18	18.16'	S55°32'23"W
L19	58.74'	N39°46'47"W
L20	59.54'	N45°35'24"W
L21	301.61'	N58°31'23"W
L22	66.49'	N55°45'32"W
L23	99.91'	N39°44'25"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	27.09'	90.00'	Δ=17°14'26"
C2	28.33'	90.00'	Δ=18°02'17"
C3	56.41'	400.00'	Δ=8°04'49"
C4	30.00'	200.00'	Δ=8°35'57"
C5	28.62'	2000.00'	Δ=0°45'46"
C6	17.95'	2000.00'	Δ=0°30'51"
C7	33.50'	500.00'	Δ=6°07'49"
C8	30.14'	125.00'	Δ=22°38'58"
C9	27.33'	100.00'	Δ=15°40'10"
C10	22.43'	200.00'	Δ=6°25'57"
C11	21.37'	200.00'	Δ=6°07'19"
C12	51.88'	100.00'	Δ=29°43'29"
C13	29.67'	30.00'	Δ=34°00'03"
C14	12.33'	30.00'	Δ=14°07'49"
C15	9.28'	6.00'	Δ=88°27'27"
C16	10.33'	7.00'	Δ=84°40'47"
C17	33.29'	334.12'	Δ=5°48'36"
C18	33.22'	100.00'	Δ=19°01'53"
C19	34.51'	100.00'	Δ=19°46'15"
C20	102.18'	750.00'	Δ=7°48'21"
C21	72.38'	1500.00'	Δ=2°45'52"

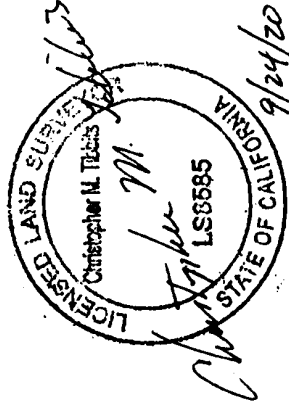


EXHIBIT B

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EXHIBIT C

TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT (this "*Agreement*") is entered into this ___ day of _____, 2020, by **JACKSON FAMILY INVESTMENTS III, LLC**, a California limited liability company, whose legal address is 421 Aviation Blvd. Santa Rosa, CA 95403 (the "*Grantor*"), and the **NAPA VALLEY TRANSPORTATION AUTHORITY**, a joint powers authority in the County of Napa, State of California, whose address is 625 Burnell Street, Napa, CA 94559 ("*NVTA*") (collectively, the "*Parties*").

For a valuable consideration set forth in the Easement Agreement defined below, the receipt and sufficiency of which is acknowledged, and the further consideration of the covenants and agreements set forth below, Grantor hereby conveys, transfers, and delivers to the NVTA, its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successor and assigns (all referred to as only "*Grantee*"), a non-exclusive Temporary Construction Access Easement (the "*Temporary Construction Easement*") that is three feet wider than the Easement Area depicted in Exhibit B of that Easement Agreement, a copy of which is attached and incorporated by this reference (the "*Temporary Easement Property*"), to facilitate Grantee's construction of public bike and pedestrian pathway/trail and other related improvements in the vicinity of the Temporary Easement Property (the "*Project*").

This Temporary Construction Easement is granted in accordance with, and subject to, the following terms, conditions, requirements, and limitations:

1. Reference is made to that Trail Easement Agreement dated _____, 2020 (the "*Easement Agreement*") and entered into by and between Grantor and Napa County, a political subdivision of the State of California ("*County*"). Pursuant to NVTA Agreement 19-12 and County Agreement No. 190311, as amended, NVTA has committed to completing environmental review, obtaining rights of entry and construction easements, and procuring design and construction services. Consequently, and in addition to the covenants and conditions prescribed below, NVTA hereby assumes those obligations of County in the Easement Agreement governing the initial construction of the Project (referred to as the "*Vine Trail*" in in that Easement Agreement) and agrees to adhere to the standards of care prescribed in such Easement Agreement as such standards relate to the initial construction of the Project.

2. The Temporary Construction Easement is granted for vehicular and pedestrian ingress and egress to and from the Temporary Easement Property and for Grantee's use to do all things reasonably necessary to construct and install the Project including, but not limited to, the transport, stockpiling and storage of construction materials, soil, equipment and vehicles within the boundaries of the Temporary Easement Property; provided that Grantee shall to the extent reasonably possible store overnight equipment and vehicles at nearby off-site staging areas to allow for Grantor's agricultural use of Grantor's lands. Upon expiration of the Temporary Construction Easement, the Grantee, at its sole cost and expense, shall restore the Temporary Easement Property to substantially the same

condition it was in prior to Grantee's use. Grantee shall not leave any rubbish or debris on or about the Temporary Easement Property. The term of this Agreement shall begin five days after the date written notice is mailed by U.S. mail to Grantor by NVTA and shall extend therefrom for twenty-four months or until the Project has been completed, whichever first occurs. NVTA may extend the Temporary Construction Easement for two (2) additional six (6) month periods by giving written notice to Grantor on or before the expiration of the Temporary Construction Easement.

3. Upon termination of this Agreement, all covenants in this instrument are released (other than NVTA's restoration obligations set forth in Paragraph 2 and NVTA's indemnification obligations set forth in Paragraph 4, all of which shall survive the expiration or termination of this Agreement) and the Temporary Easement Property shall be considered free and clear of any restriction or any right or privilege attaching to the grant of the Temporary Construction Easement set forth in this Agreement. Upon request by Grantor, NVTA shall execute any documents reasonably requested by Grantor to confirm the termination of this Agreement.

4. The Temporary Construction Easement shall allow NVTA and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof to use the Temporary Easement Property during the construction of the Project. Grantee shall use the Temporary Easement Property solely for the purpose described in Paragraph 2 and for no other purpose. In no event may any use of the Temporary Easement Property by Grantee violate any applicable law (including without limitation, any hazardous materials laws), rule or regulation relating to the Temporary Easement Property or materially impact Grantor's normal business operations on the Temporary Easement Property or any adjacent property. To the extent allowed by law, NVTA shall indemnify and hold the Grantor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the acts or omissions of NVTA or its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, or assigns thereof (including, without limitation, hazardous materials brought onto the Temporary Easement Property), except to the extent such claims or damages may be due to or caused by the active negligence or willful misconduct of Grantor or its employees, contractors or agents.

5. Prior to commencement of the Project, NVTA shall install construction fencing, reasonably acceptable in design and location to Grantor, separating the Temporary Easement Property from the remainder of Grantor's lands. Such construction fencing shall be constructed of netting and shall be designed and installed in a manner such that it can be moved readily to accommodate any farming and agricultural operations of Grantor occurring in the immediate vicinity. NVTA shall maintain said construction fencing in good condition and repair during completion of the Project. Grantor shall have the right to use the Temporary Easement Property in connection with the above-described agricultural operations at all reasonable times, provided such use does not unreasonably impede or impair NVTA's Project construction activities occurring therein or otherwise endanger or risk harm to NVTA's contractors, subcontractors, agents, or representatives engage in such construction activities. The parties will cooperate with each other in good faith to accommodate any such Grantor operations requiring use of the Temporary Construction Property.

6. At no time during the term of this Agreement, and at no time during construction of the "Vine Trail" (as that term is defined in the Easement Agreement), shall Grantee stockpile, store or otherwise place construction, testing or staging materials, soil, equipment, vehicles or any other items relating to the Project on any part or portion of the lands of Grantor except within the boundaries of the Temporary Easement Property.

7. Grantor represents that it is the fee owner of the Temporary Easement Property and that it has the authority to grant this Temporary Construction Easement to NVTA.

8. Grantor reserves all rights attendant to its ownership of the Temporary Easement Property, including but not limited to the use and enjoyment of the Temporary Easement Property for all purposes not inconsistent with the terms and conditions of this Agreement.

9. As a condition of this Agreement and of Grantor's grant of the Temporary Construction Easement hereunder, Grantee, shall, at their respective cost and expense, insure their activities on the Temporary Construction Easement area, and each shall obtain, keep in force, and maintain at all times during the term of this easement: (a) Commercial Form General Liability Insurance with an insurance carrier qualified to do business in the State of California and rated at least [A], on an occurrence basis and with per-occurrence and general aggregate limits of liability at \$2,000,000 and \$4,000,000 respectively, and (b) Workers' Compensation Insurance in accordance with California law and including Employer's Liability Coverage with commercially reasonable limits of liability. All insurance policies required under this Paragraph 9 will name Grantor as an additional insured and such policies will be primary and non-contributory with any insurance carried by Grantor. Proof of the foregoing insurance will be provided to Grantor promptly on the reasonable request of Grantor.

10. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to Grantor:

Jackson Family Investments III

If to NVTA:

Napa Valley Transportation Authority
Attn: Executive Director
625 Burnell Street,
Napa, CA 94559

11. Except for the Easement Agreement, this Agreement represents the entire agreement between the Grantor and NVTA as relates to the Temporary Construction Easement and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and signed by both the Executive Director and the Grantor.

12. Each and every term, condition, or covenant of this Agreement is subject to and shall be construed in accordance with the provisions of California law. Venue for any action arising out of this Agreement shall be in the District Court in the County of Napa, California.

13. The benefits and burdens of the Temporary Construction Easement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

14. This Agreement shall not be recorded, but shall nevertheless become effective upon full execution by all parties and delivery of same to the NVTA.

[SIGNATURE PAGE TO FOLLOW]

END OF DOCUMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

GRANTOR:

JACKSON FAMILY INVESTMENTS III, LLC, a
California limited liability company

By:

Its:

GRANTEE:

Napa Valley Transportation Authority, Napa

By: _____

Catherine Miller, Executive Director, Authorized
pursuant to Resolution No.