

THIS LEASE made and entered into this 26TH day of December, 1961, by and between LAWRENCE A. TAMAGNI, HARRY H. TAMAGNI and WALTER E. TAMAGNI, hereinafter called Lessors, and COUNTY OF NAPA, a political subdivision of the State of California, hereinafter called Lessee,

W I T N E S S E T H :

That Lessors hereby lease to Lessee all of that certain real property situate, lying and being in the County of Napa, State of California, bounded and described as follows:

Being a portion of the Third and Fourth Tracts of land described in Volume 243, page 26, Official Records, Napa County Records, and more particularly described as follows:

COMMENCING at the point of intersection of the centerline of the proposed 60.00 foot wide right of way for road purposes between the county road known as the "Silverado Trail" and the proposed Napa County Dump Site with the easterly line of said proposed Napa County Dump Site; thence from said point of commencement S 19° 44' 10" W, 148.16 feet; thence N 54° 06' 40" W, 945.17 feet; thence N 8° 44' 17" E, 513.94 feet; thence S 76° 20' 30" E, 1011.59 feet; thence S 19° 44' 10" W, 726.39 feet to the point of commencement, containing 15.06 acres of land, more or less, and being a portion of Carne Humana Rancho;

and said Lessors hereby GRANT to the COUNTY OF NAPA, a political subdivision of the State of California, a right of way and easement for county road purposes and for uses and purposes ordinarily pertaining thereto over, along and across all of that certain real property situate, lying and being in the County of Napa, State of California, bounded and described as follows, to wit:

AAG775

RECORDED AT REQUEST OF
Sam Shipley
AT 58 MIN. PAST 10 A M

JAN 22 1962

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NAPA COUNTY, CALIFORNIA
Debra Swan
COUNTY RECORDER

Walter E. Tamagni

Parcel 1: Road

Being a portion of the First, Fifth, Fourth and Third Tracts of land described in Volume 243, Page 26, Official Records, Napa County Records, and also being a strip of land 60 feet in width, the center line of which is described as follows:

Beginning at Engineer's Station 284 + 41.79 P.O.C. on center line of the county road known as "Silverado Trail" as shown on Sheet No. 12 of 18 sheets of construction plans on file in the office of the County Engineer, Napa, California, dated December 6, 1937 and entitled "State of California Department of Public Works, Division of Highways, Plan and Profile of Feeder Highway (Federal Aid Secondary Project) in Napa County between Oakville and Calistoga"; thence from said point of beginning N 17°29'00"E, 33.14 feet to the point of commencement, said point of commencement being on the northerly line of said Silverado Trail, and also being on said center line of the proposed 60.00 foot wide right-of-way for road purposes between said Silverado Trail and the proposed Napa County Dump Site; thence along the said center line of the proposed right-of-way, the following courses and distances; N 17°29'00"E, 80.05 feet; N 80°44'55"E, 126.90 feet; S 56°54'05"E, 106.23 feet; N 77°01'20"E, 95.43 feet; N 25°48'10"E, 129.31 feet to a point that bears S 43°25'10"E, 58.55 feet from the northeast corner of said First Tract of land; thence continuing the following courses and distances; N 55°23'50"E, 87.79 feet; N 83°13'45"E, 37.23 feet; N 71°34'25"E, 41.14 feet; N 44°25'25"E, 51.10 feet; N 19°13'50"E, 58.65 feet; N 5°10'15"W, 58.00 feet; N 34°43'15"W, 39.07 feet; N 50°42'35"W, 57.06 feet; N 52°52'40"W, 64.00 feet; N 47°27'00"W, 119.84 feet; N 18°27'00"W, 98.51 feet; N 13°54'40"E, 105.20 feet; N 27°03'20"E, 149.24 feet; N 11°40'45"E, 119.27 feet; N 77°25'45"E, 114.49 feet; S 82°12'50"E, 114.51 feet; N 81°41'35"E, 65.73 feet; N 48°52'40"E, 70.02 feet; N 9°53'15"E, 73.03 feet; N 7°14'55"W, 85.16 feet; N 29°36'25"W, 71.90 feet; N 45°07'30"W, 131.48 feet; N 32°11'45"W, 257.11 feet; N 41°21'25"W, 226.57 feet; N 28°47'35"W, 124.87 feet; N 68°08'15"W, 177.88 feet; N 15°24'15"W, 132.89 feet; N 43°05'10"W, 99.25 feet; N 59°14'40"W, 280.66 feet; S 76°46'10"W, 108.37 feet; N 53°29'20"W, 47.40 feet; N 14°11'25"W, 68.38 feet; N 51°44'20"W, 51.30 feet; S 74°44'35"W, 131.17 feet; S 39°32'20"W, 164.70 feet; N 71°30'35"W, 75.97 feet; N 62°26'35"W, 68.23 feet; S 89°00'50"W, 33.00 feet to the easterly line of said proposed Napa County Dump Site, thence continuing the following courses and distances; S 89°00'50"W, 28.07 feet; S 74°12'10"W, 112.01 feet; N 68°06'50"W, 69.25 feet; N 2°43'00"E, 78.05 feet; N 10°07'55"W, 103.92 feet; N 25°31'50"E, 112.70 feet; N 11°05'25"W, 60.28 feet; N 69°18'25"W, 62.42 feet; S 58°54'15"W, 71.92 feet; S 53°23'55"W, 102.03 feet; S 82°20'20"W, 87.91 feet; S 46°35'20"W, 70.83 feet to the southwesterly line of said proposed Napa County Dump Site; and being a portion of Carne Humana Rancho.

TERM: The term of this lease shall be for ten (10) years from and after the 26th day of December, 1961, and Lessors hereby grant to Lessee an irrevocable option to renew said lease for an additional term of ten (10) years from and after the expiration of the term of this lease.

RENTAL: The rental payable by Lessee to Lessors shall be the sum of Two Hundred Dollars (\$200.00) per month, payable quarterly, commencing at such date as the Board of Supervisors of County of Napa awards a franchise for the collection and disposal of garbage requiring the use of said dump site, but, in any event, within one (1) year from date hereof. The rental for the additional term of ten (10) years covered by said option shall be such sum as shall be the reasonable rental value of said premises at the time of the exercise of said option, and shall be determined by the current market value for the rental of similar property for the purpose hereinafter provided. In the event that the parties hereto, in the event of the exercise of said option, are unable to mutually agree upon a reasonable rental for said premises, the parties hereto agree to submit said question of reasonable rental value to arbitration in the manner provided for such procedure by the laws of the State of California now in existence relating to arbitration.

PURPOSES FOR WHICH SAID PREMISES MAY BE USED:

It is understood and agreed that it is the intention of Lessee to use said premises for a garbage and refuse disposal site, and for uses and purposes ordinarily pertaining thereto, and Lessors specifically agree to said use during the term of this lease and any extension thereof. Lessee shall be entitled to make such excavation within the demised premises as may be necessary in order to maintain thereon a proper sanitary fill garbage and refuse disposal site without obligation to restore said site to its former condition at the end of the term of this lease.

ADDITIONAL COVENANTS: Lessee shall have the right to excavate natural materials from the remainder of Lessors' property at such location as presently exists a quarry area for the purpose or providing material for road base to maintain the county road over the area herein granted to Lessee for County Road purposes.

County shall have the right to drill for water wells to service the demised premises within the demised premises and to pump from said well or wells, such quantities of water as may be necessary for use on the demised premises.

Lessee agrees to fence the demised premises with a four (4) strand barbed wire fence, and Lessors shall have the right to demand at any time during the term of this lease or any extension thereof, that Lessee fence the right of way herein granted by Lessors to Lessee with a four (4) strand barbed wire fence, in the event that Lessors' experience during the term of this lease or any extension thereof, indicates that such fence is necessary in order to enable Lessors to utilize the remainder of their property.

In the event that Lessors demand the construction of said fence, Lessee shall be entitled to a reasonable time within which to construct the same, and Lessee shall in the construction of said fence, provide gates at such locations as may be reasonably necessary to enable Lessors to utilize the remainder of their property, and in the event that Lessor's use of the remainder of their property reasonably requires an underground cattle crossing of said right of way, Lessee agrees to construct and maintain the same within a reasonable time after demand.

Lessee further agrees to install and maintain a cattle guard at the point of the intersection of said right of way herein granted with Silverado Trail and at the point of intersection of said right of way with the demised premises.

Lessee agrees to construct and maintain a fire break or trail around the perimeter of the demised premises during the term of this lease and any extension thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this document the day and year first above written.

Lawrence A. Tamagni
LAWRENCE A. TAMAGNI

Harry H. Tamagni
HARRY H. TAMAGNI

Walter E. Tamagni
WALTER E. TAMAGNI

Lessors

COUNTY OF NAPA, a political subdivision of the State of California

By W.D. Clark
Chairman of its Board of Supervisors

ATTEST:

L.S. Shippey
County Clerk of the County of Napa, and ex-officio Clerk of its Board of Supervisors

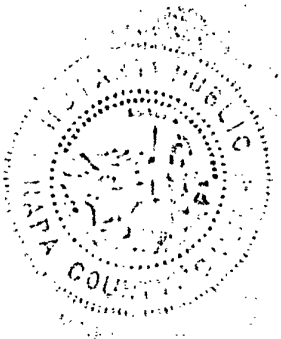
Lessee

STATE OF CALIFORNIA)
(ss.
COUNTY OF NAPA

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On this 26th day of December, 1961, before me, ELIZABETH BRIDGES, a Notary Public in and for the County of Napa, State of California, residing therein, duly commissioned and sworn, personally appeared LAWRENCE A. TAMAGNI, HARRY H. TAMAGNI and WALTER E. TAMAGNI, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Napa the day and year in this certificate first above written.



Elizabeth Bridges
Notary Public in and for the County
of Napa, State of California

My Commission Expires August 27, 1964

STATE OF CALIFORNIA)
) ss.
COUNTY OF NAPA)

On this 26th day of December, 1961, before me,
ELIZABETH BRIDGES, a Notary Public in and for the County
of Napa, State of California, residing therein, duly
commissioned and sworn, personally appeared N. D. CLARK,
known to me to be the Chairman of the Board of Supervisors
of the County of Napa, State of California, and C. S. SHIPPY,
known to me to be the County Clerk of said County and State
and ex-officio Clerk of its Board of Supervisors, described
in and that executed the within instrument, and also known
to me to be the persons who executed the within instrument
on behalf of said County of Napa therein named, and
acknowledged to me that said County of Napa, a political
subdivision of the State of California, executed the
same.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my official seal in the County
of Napa, the day and year in this certificate
first above written.



Elizabeth Bridges

NOTARY PUBLIC in and for the County of Napa,
State of California

ELIZABETH BRIDGES

My Commission expires August 27, 1964.

CERTIFICATE OF ACCEPTANCE OF GRANT OF
RIGHT OF WAY

This is to certify that the interest in real property conveyed by that certain grant of right of way dated December 26TH, 19 61, from LAWRENCE A. TAMAGNI, HARRY H. TAMAGNI and WALTER E. TAMAGNI to COUNTY OF NAPA, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of said County of Napa on December 26, 1961, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: December 26, 1961.

N.D. Clark
Chairman of the Board of Supervisors
of the County of Napa, State of
California

ATTEST:

A.S. Shippe
County Clerk of the County of Napa,
State of California, and ex-officio
Clerk of the Board of Supervisors
of the County of Napa, State of
California

WHEREAS, the undersigned, as Lessors, made and entered into a lease in writing with COUNTY OF NAPA, a political subdivision of the State of California, as Lessee, dated December 26, 1961, for the use and occupancy by Lessee of certain land and premises of Lessors for garbage and refuse site purposes and uses and purposes ordinarily pertaining thereto, which said land and premises are particularly described therein; and

WHEREAS, Lessors desire to grant to said Lessee, COUNTY OF NAPA, an option to lease additional lands of Lessors for the same uses and purposes as those provided for in said lease of December 26, 1961, and to grant to said Lessee an option to extend said lease beyond the term thereof;

NOW, THEREFORE, the undersigned Lessors, LAWRENCE A TAMAGNI, HARRY H. TAMAGNI, and WALTER E. TAMAGNI, for a valuable consideration, hereby grant to said Lessee, COUNTY OF NAPA, a political subdivision of the State of California, an irrevocable option to use and occupy for the uses and purposes set forth in said lease dated December 26, 1961, the following described additional real property of Lessors, situate, lying and being in the COUNTY OF NAPA, State of California, bounded and described as follows, to-wit:

PARCEL 3: Being a portion of the Third and Fourth Tracts of land described in Volume 243, Page 26, Official Records, Napa County Records and more particularly described as follows:

Commencing at the point of intersection of the center line of the proposed 60.00 foot wide right-of-way for road purposes between the county road known as "Silverado Trail" and the proposed Napa County Dump Site with the easterly line of said proposed Napa County Dump Site; thence from said point of commencement along the easterly line of said Dump Site N 19°44'10"E, 726.39 feet; thence along the northerly line of said Dump Site N 76°20'30"W, 1011.59 feet; thence N 13°52'54"W, 1300.00 feet; thence S 81°15'43"E, 1200.00 feet; thence S 14°19'21"E, 1421.82 feet; thence S 9°59'26"W, 526.21 feet; thence S 44°16'15"W, 466.23 feet; thence N 54°06'40"W, 150.00 feet to the most southerly corner of said Dump Site; thence N 19°44'10"E, 148.16 feet along the easterly line of said Dump Site to the point of commencement, containing 40.4 acres of land, more or less, and being a portion of Carne Humana Rancho.

RENTAL: Lessee shall be entitled to the use of said real property without the payment of other or additional rent than that provided for under the terms of said lease dated December 26, 1961.

ADDITIONAL TERM: Lessors further grant to said Lessee the right to extend the term of said lease dated December 26, 1961 for a total of forty (40) years from and after the expiration of the initial term of said lease, (that is to say, forty (40) years from and after December 26, 1971), which said option Lessee may exercise in successive increments of ten (10) years each; provided, however, that Lessee shall notify Lessors, or their successors, in writing, of intention to exercise said option at least one hundred twenty (120) days prior to the expiration of any of the said ten (10) year terms of the extension of said lease, and the provisions of said lease of December 26, 1961, shall apply to the determination of the rental to be paid by Lessee to Lessors for each of the four (4) ten (10) year extensions of the term of said lease, in the event that Lessee determines to exercise this option for said extension or extensions of said lease.

ADDITIONAL COVENANTS: In the event that Lessee determines to use and occupy any of the land and premises herein described, Lessee shall enclose such of the said additional lands it may from time to time occupy with a fence of the quality described in said lease dated December 26, 1961, and shall surround the same with a fire-break.

IN WITNESS WHEREOF, said Lessors have hereunto set their hands this 16th day of January, 1962.

Lawrence A. Tamagni
LAWRENCE A. TAMAGNI

Harry H. Tamagni
HARRY H. TAMAGNI

Walter E. Tamagni
WALTER E. TAMAGNI
Lessors