

Recording Requested By

Attorneys

After Recording, Mail To

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Collins & Schwartz, P.C.
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Walnut Creek, CA 94596

EASEMENT AGREEMENT

(Re: Storm Drainage and Retaining Wall)

(Cover Sheet Added For Recorder's Use)

EASEMENT AGREEMENT

(Re: Storm Drainage and Retaining Wall)

THIS AGREEMENT is made and entered into as of May 15, 2005, by and between STORAGEPRO OF ST. HELENA, LLC ("Grantor") and INGLEWOOD BUSINESS PARTNERS, LLC, A California Limited Liability Company ("Grantee").

RECITALS

A. Grantor is the owner of that certain real property (hereafter "Servient Tenement") located in the City of St. Helena, County of Napa, State of California, which is known as Assessor's Parcel No. 027-120-025 and is more particularly described as set forth in Exhibit "A" hereto.

B. Grantee is the owner of that certain real property (hereafter "Dominant Tenement") located in the City of St. Helena, County of Napa, State of California, which is known as Assessor's Parcel No. 027-120-063 and is more particularly described as set forth in Exhibit "B" hereto.

C. Grantee desires to acquire certain rights in the Servient Tenement.

IN WITNESS WHEREOF, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant and Use of Easement. Grantor hereby grants to Grantee a ten (10) foot wide perpetual Easement appurtenant to the Dominant Tenement in the location described in Exhibit "C" attached hereto ("Easement"). The Easement shall be used solely for an underground storm drain line to drain storm water from the Dominant Estate, provided that Grantee shall have access to the surface of the Servient Tenement for the purposes of constructing, maintaining, repairing, and/or replacing the improvements for the use of the underground storm drain line, provided that (i) no work performed in connection therewith shall unreasonably interfere with Grantor's use of the Servient Tenement, (ii) Grantee, as a condition to performing any work, shall obtain the Grantor's approval after first submitting to Grantor plans and specifications or a sufficient description of the scope of the work (if plans and specifications do not exist), which approval shall not be unreasonably withheld, and (iii) all work shall be performed in compliance with all local and state laws, regulations and ordinances.

2. Non-Exclusive Easement. The Easement granted hereby is non-exclusive. Grantor retains the right to make any use of the Servient Tenement that does not interfere with Grantee's use and enjoyment of the Easement for the Easement's stated purposes. If, in Grantor's sole discretion, the Easement in its present location interferes with Grantor's present or desired future use of the Dominant Tenement, Grantor shall have the right to

relocate the Easement at its sole cost and expense, whereupon Grantee and Grantor shall amend this Agreement in a writing in recordable form to confirm the Easement's new location.

3. Construction of Concrete Block Wall. Grantee shall construct at its sole cost and expense a concrete block wall of approximately one hundred thirty-six (136) feet in length and six (6) feet high ("the Wall") along the property line between the Servient Estate and that property shown as "Wheaton" on Exhibit "D", attached hereto, which property is Assessor's Parcel Number 027-120-041 and is more fully described as set forth on Exhibit "E", attached hereto. The Wall shall be built (i) in accordance with plans and specifications described in the use permit conditions for Inglewood Village Business Park as item 1(d) of the Conditions of Approval, Inglewood Village Commercial Development (#99077-up), at page one and (ii) in compliance with all local and state laws, regulations and ordinances, and it shall be completed on or before issuance of an occupancy permit for Phase I (Bldg. A) of Inglewood Village Business Park (hereinafter, "Issuance"). Grantor understands that the storm drain shall be constructed first and then the Wall. If Grantee fails to complete the Wall on or before Issuance, then Grantor, in addition to all other rights and remedies it may have, shall have the right to terminate the Easement upon thirty (30) days' written notice to Grantee. Provided, however, that Grantor agrees to execute upon demand and in recordable form, a document attesting to the completion of the Wall in a timely manner and that the right to terminate the easement will therefore no longer exist.

4. Maintenance and Repairs. For so long as the storm drain line improvements exist, Grantee or its successors in interest shall have the obligation to maintain, repair and replace the subject storm drain(s), including all work reasonably required to make continuing use of the Easement safe and convenient, and the obligation to restore the Servient Tenement to its condition immediately preceding any such maintenance, repair or replacement, all at Grantee's sole cost and expense. Grantee will repair and maintain the concrete block wall only if it is damaged during work on the storm drain(s). Grantor will provide Grantee access to such portions of the Servient Tenement reasonably necessary for Grantee to perform its obligations under this paragraph. Absent an emergency, said access will be granted within two days following receipt by Grantor of a written notice of Grantee's intent to enter the Servient Tenement. In the event of an emergency, Grantee may have access immediately and for so long as is necessary to deal with the emergency.

5. Indemnity. For so long as the storm drain line improvements exist, Grantee or its successors in interest agree to hold harmless, defend and indemnify Grantor from and against all liabilities, claims, demands, losses, costs, and expenses (including reasonable attorney's fees, costs of court, and expert witness fees) which Grantor may sustain or incur in connection with either the construction, use, operation, maintenance, repair, and replacement of the storm drain Easement or the performance of the obligations in the preceding paragraph by Grantee or any of its agents, contractors, employees, tenants, licensees, guests, visitors, and invitees.

6. Benefits to Dominant Tenement. The conditions, covenants, and agreements contained herein are made for the direct benefit of the Dominant Tenement. They shall create equitable servitudes and burdens upon the Servient Tenement in favor of the Dominant Tenement. They shall create rights and obligations as provided for herein between the respective owners of the Dominant Tenement and the Servient Tenement, their heirs, successors and assigns. They shall also operate as covenants running with the land for the benefit of the Dominant Tenement.

7. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights granted herein and the obligations assumed herein. All other representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing signed by Grantor and Grantee. However, the parties agree to execute any documents reasonably necessary to effectuate the purposes of this Agreement.

8. Attorney's Fees. In the event of any controversy, claim, or dispute relating to the interpretation or enforcement of this Agreement, or relating to the Easement granted hereby, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs of suit, and expert witness fees.

9. Authority to Bind. By executing this Agreement, each of the signatories hereto represents that he or she has the authority to bind the entity which he or she represents.


Executed on May 10, 2005

STORAGEPRO OF ST. HELENA, LLC

By: 
Its: PARTNER
Grantor

Executed on May 10, 2005

INGLEWOOD BUSINESS PARTNERS, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

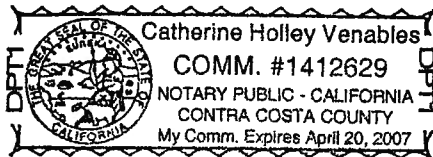
By: 
Its: MANAGER
Grantee

kartozian7a1.smith.rev.agreement

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA) ss
COUNTY OF Contra Costa)

On this 10 day of may, 2005, before me, Catherine Holley, personally appeared J.L. Field, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~, to be the person whose name(s) ~~(s)~~ are described in 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.



Witness my hand and official seal.

Catherine Holley
NOTARY PUBLIC

Capacity claimed by Signer:

- ☐ Individual(s)
☐ Corporate Officer(s) _____ title(s)
☒ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Subscribing Witness
☐ Guardian/Conservator
☐ Other: _____

Signer is Representing the following
named person(s) or entity(ies)

Storage Pro of St. Helena, LLC

This Certificate
Must Be Attached
To Document
Described at
Right:

Title or type of document: Easement Agreement

Number of Pages: ___ Date of document ___

Signer(s) Other than Named Above _____

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA) ss
COUNTY OF CONTRA COSTA)

On this 10th day of May, 2005, before me, Michelle L. Wood, personally appeared William F. Kartozi personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name(s) is/are described in 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.



Witness my hand and official seal.

Michelle L. Wood
NOTARY PUBLIC

Capacity claimed by Signer:

- ☐ Individual(s)
- ☐ Corporate Officer(s) _____ title(s)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Subscribing Witness
- ☐ Guardian/Conservator
- ☒ Other: manager of Inglewood
Business Partners LLC

Signer is Representing the following
named person(s) or entity(ies)

Inglewood Business Partners, LLC

This Certificate
Must Be Attached
To Document
Described at
Right:

Title or type of document: Easement Agreement

Number of Pages: ____ Date of document ____

Signer(s) Other than Named Above _____

Exhibit "A"

Portions of Lots 11 and 12, as shown on the map entitled, "Map of Property belonging to P.H. Sumner", filed May 12, 1874 in Book I of Maps at page 14, in the office of the County Recorder of said Napa County, described as follows:

COMMENCING at a point on the southwestern line of the State Highway from Napa to St. Helena, distant thereon 320 feet southeasterly from the point of intersection thereof with the southeastern line of Inglewood (formerly Sumner) Avenue, as shown on the map above referred to; thence southwesterly, parallel to the southeastern line of Inglewood Avenue, 605 feet to the northeastern line of the 4.50 acre tract of land described in the deed to A.J. McConnellee, et ux, recorded June 18, 1910 in Book 97 of Deeds, at page 502, said Napa County Records; thence southeasterly, along said northeastern line, 150.58 feet; thence northeasterly parallel to the southeastern line of Inglewood Avenue, 605 feet to the southwestern line of said State Highway; thence northwesterly along last mentioned line, 150.58 feet to the point of commencement.

The southeasterly line having been modified by the "Stipulated Proposed Findings of Fact and Conclusions of Law" recorded April 18, 1978 as Book 1077 at page 572 and further by the survey filed April 12, 1978 in Book 20 of Surveys at page 52 in the office of the County Recorder of said Napa County.

APN 027-120-025

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Exhibit "A"

Exhibit "B"

COMMENCING at a point on the Southeastern line of Inglewood Avenue (formerly Sumner Ave.), said point being distant South 46° 54' 44" West 142.36 feet from the intersection of said Southeastern line with the Southwestern line of State Highway Number 29; thence continuing along said Southeastern line of Inglewood Avenue South 46° 54' 44" West 326.73 feet to the most Northern corner of the Tract of Land described in the Deed to Michael Francis Wheaton and Kelly Margaret Wheaton recorded July 19, 1999 under Series Number 1999-022986 of Official Records of Napa County; thence along the Northeastern line of said Lands of Wheaton South 42° 57' 00" East 320.00 feet to a point on the Northwestern line of the tract of Land described in the Deed to Dean J. Turner and Jean K. Turner, recorded November 4, 1992 under Series Number 1992-037465 of Official Records of Napa County; thence along said Northwestern line of Turner North 46° 54' 44" East 469.09 feet to said Southwestern line of State Highway 29; thence along said Southwestern line of State Highway 29 North 42° 57' 00" West 167.00 feet to a point which bears South 42° 57' 00" East 153.00 feet from the intersection of said Southeastern line of Inglewood Avenue; thence leaving said Southwestern line of State Highway 29 South 46° 54' 44" West 142.36 feet; thence North 42° 57' 00" West 153.00 feet to the point of commencement.

APN 027-120-063

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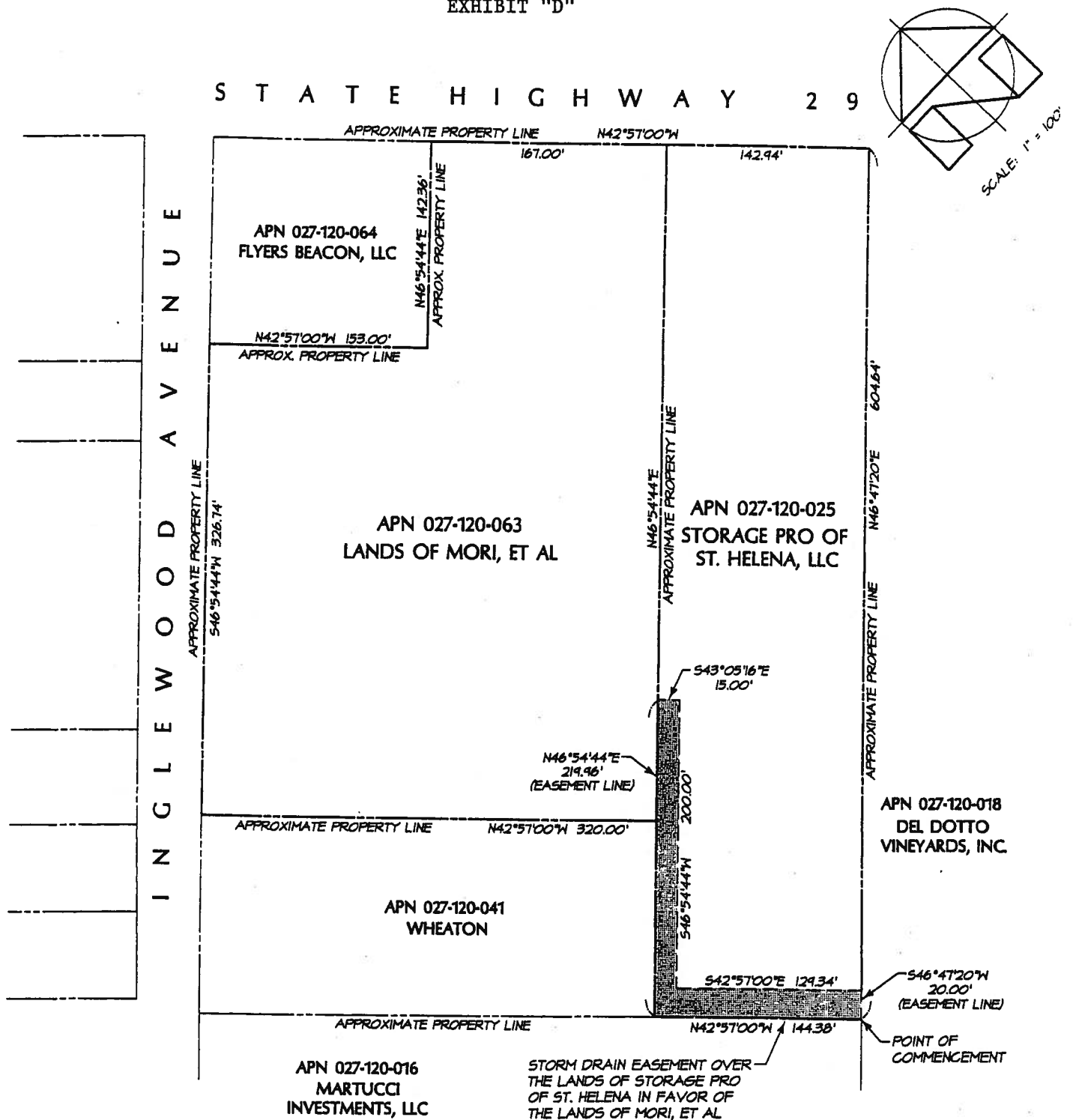
Exhibit "B"

Exhibit "C"

LEGAL DESCRIPTION STORM DRAIN EASEMENT APN 027-120-025

Commencing at the most southern corner of the tract of land described in the deed to Dean J. Turner and Jean K. Turner, Trustees of the Dean J. Turner and Jean K. Turner Trust of 1992, recorded November 4, 1992 under Series No. 1992 037465 of Official Records, Napa County Records; thence along the southwestern line of said Lands of Turner North 42° 57' 00" West 144.38 feet more or less to the most western corner of said Lands of Turner; thence along the northwestern line of said Lands of Turner North 46° 54' 44" East 219.96 feet; thence leaving said northwestern line South 43° 05' 16" East 15.00 feet; thence South 46° 54' 44" West 200.00 feet; thence South 42° 57' 00" East 129.34 feet more or less to the southeastern line of said Lands of Turner; thence along said southeastern line South 46° 47' 20" West 20.00 feet to the point of commencement.

EXHIBIT "D"



STORM DRAIN EASEMENT PLAT

SCALE: 1" = 100'

BARTELT
engineering

civil engineering • land planning
1303 jefferson street, 200B, napa, ca 94559
(707) 258-1301 • fax (707) 258-2926

Inglewood Village Business Park
1275 Inglewood Avenue
St. Helena, CA
December 2004
Job # 96-48

EXHIBIT "B"

Exhibit "E"

Parcel Three as shown on the Map entitled "Parcel Map being a portion of the lands of Albert Mori, 799 of Official Records at 138, Napa County Records", filed August 3, 1971 in Book 3 of Parcel Maps page 34.

APN 027-120-041

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Exhibit "E"