

Recorded at the Request of:
Napa County Flood Control and
Water Conservation District

When Recorded Return To:
Napa County Flood Control and
Water Conservation District
804 First Street
Napa, CA 94559

No Tax Due
Exempt Transfer
Rev & Tax Code § 11922

Exempt from recording fee: Gov. Code § 27383

Space Above This Line for Recorder's Use

FLOOD PROTECTION LEVEE EASEMENT DEED

Portion of APN 003-242-003

NAPA COUNTY, a subdivision of the State of California, hereinafter referred to as “GRANTOR,” hereby grants to the **Napa County Flood Control and Water Conservation District, a special district of the State of California**, hereinafter referred to as “GRANTEE,” a perpetual and assignable right and easement in, over, across, and under that real property consisting of a portion of Napa County Assessor’s Parcel (“APN”) No. 003-242-003, as described by the legal description and map attached hereto and incorporated herein by this reference, respectively, as Exhibits “A” and “B” (the “Easement Area”) solely for the following uses and purposes: to construct, maintain, repair, operate, patrol and replace a flood protection levee, including all appurtenances thereto (collectively the “Easement Uses”); subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

The easement rights granted herein include incidental rights of maintenance, together with, once the Easement Uses begin, the free right of ingress and egress over, along, upon, in, above, through and across the remaining portion of GRANTOR’S property, APN 003-242-003, but only to the extent and in the locations necessary to the Easement Uses.

GRANTEE’S Duty to Provide Notice

Prior to exercising its right to begin the Easement Uses in the Easement Area, GRANTEE must give at least sixty (60) days’ Notice to the GRANTOR or such other person or entity that is the fee simple owner of the underlying property where the Easement Area is located as of the date that such Notice is given (the “Notice”). GRANTEE shall not give the Notice earlier than one-hundred eighty (180) days before the date when GRANTEE believes and states in the Notice that its exercise of the Easement Uses shall actually be needed and begin.

Reservation of Rights.

Until such time as GRANTEE gives the Notice specified above, GRANTOR reserves for itself and its successors and assigns the right to continue use and occupancy of the Easement Area for any uses and purposes that will not interfere with GRANTEE’S full enjoyment of the rights hereby granted at such time as the GRANTEE commences its Easement Uses in the Easement Area. GRANTOR and its successors and assigns shall not erect or construct any new building or other structure, or drill or operate any well, or plant any new trees, landscaping, vegetation, or other obstruction, or construct any fences or walls on the Easement Area. As to any existing improvements located in the Easement Area as of the date of this Deed’s recordation, GRANTOR and its successors and assigns may continue to use and occupy such improvements until such time as GRANTEE gives the Notice required above and the period specified in the Notice expires. At such time as the Notice period expires and GRANTEE’S Easement Uses in the Easement Area commence, GRANTOR and its successors and assigns must vacate the Easement Area. If the removal of any improvements in the Easement Area that exist at the time of recordation of this Deed is necessitated by GRANTEE’S Easement Uses, it shall be the sole responsibility of GRANTEE, at its sole expense, to remove those improvements, which right of removal may be exercised only after the end of the Notice period.

Indemnity/Hold Harmless

To the fullest extent permitted by law, GRANTOR and its successors and assigns and GRANTEE and its successors and assigns shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for bodily injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or other contractors or their subcontractors, when performing any activities or obligations contemplated and allowed under this Deed or related to the Easement Area. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Deed or relating to the Easement Area. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Deed or relating to the Easement Area, providing that nothing shall require either party to disclose any documents, records or communications that are protected under attorney-client or attorney-work product privilege.

Insurance

Each party shall obtain and maintain in full force and effect at all times the following liability insurance coverages, meeting the following requirements, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

1. Commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than A:VII or by self-insurance satisfactory to the GRANTEE's risk manager or employee designated by that party to perform such function, or by a combination thereof, covering liability for any bodily injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of the parties hereto or their successors and assigns or their agents in connection with the any party's actions contemplated or allowed herein or relating to the Easement Area. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.
2. Certificates of Coverage. Where the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to the other party), the coverages shall be evidenced by one or more certificates of coverage which shall be delivered to the other; shall reference this Deed; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. Each party shall also file with the other evidence of coverage including an endorsement from the insurance provider naming the other party and its officers, employees, agents and volunteers as additional insureds. The certificate or other evidence of coverage shall also provide that any insurance, self-insurance or joint self-insurance maintained by one or more of the additional named insureds shall not be contributing with the insurance maintained by the policy holder and that the policy holders insurance shall be primary coverage with respect to any loss or claim covered by such policy. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by the other party, the party shall provide or arrange for the insurer to provide the other party with certified copies of the actual insurance policies or relevant portions thereof within thirty (30) days of the request.

Successors and Assigns

This instrument shall bind and inure to the benefit of the successors and assigns of the parties hereto.

In Witness whereof, GRANTOR executed this deed on the date written below.

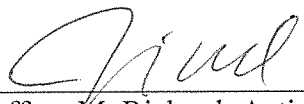
GRANTOR:

December __, 2017

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair of the
Board of Supervisors

APPROVED AS TO FORM:
Napa County Counsel

By: 
Jeffrey M. Richard, Acting County Counsel

Date: December 5, 2017

ATTEST:
Clerk of the Board of Supervisors

By: _____

APPROVED _____
BOARD OF SUPERVISORS
COUNTY OF NAPA
GLADYS I. COIL
CLERK OF THE BOARD
BY _____ Deputy

CALIFORNIA ALL-PURPOSE 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 _____)

On _____ before me, _____, Notary Public, personally
appeared _____

_____,
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: _____

-----OPTIONAL-----

Though this section is 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: _____
Other: _____

Signer's Name: _____
☐ Corporate Officer - Title(s): _____
☐ Partner ☐ Limited ☐
General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or
Conservator
☐ Other: _____
Signer Is Representing: _____
Other: _____

**CERTIFICATE OF ACCEPTANCE
OF FLOOD PROTECTION LEVEE EASEMENT DEED
(Portion of APN 003-242-003)**

Pursuant to California Government Code Section 27281, this is to certify that the interest in real property granted by the Flood Protection Levee Easement Deed above from Napa County, a political subdivision of the State of California, to the Napa County Flood Control and Water Conservation District, a special district of the State of California ("Grantee"), is hereby accepted by order of the Grantee's governing board on December 5, 2017, and the Grantee consents to the recordation thereof by the Chair of that board through the Secretary-Clerk of the Board.

GRANTEE:

December __, 2017

Napa County Flood Control and Water Conservation District,
A special district of the State of California

By _____
BRAD WAGENKNECHT, Chair of the
District Board

APPROVED AS TO FORM:
Office of District Counsel

By: _____
Robert C. Martin
Deputy District Counsel

Date: December __, 2017

CALIFORNIA ALL-PURPOSE 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 _____)

On _____ before me, _____, Notary Public, personally appeared _____

_____ 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: _____

-----OPTIONAL-----

Though this section is 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)

<p>Signer's Name: _____</p> <p><input type="checkbox"/> Corporate Officer - Title(s): _____</p> <p><input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact</p> <p><input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator</p> <p><input type="checkbox"/> Other: _____</p> <p>Signer Is Representing: _____</p> <p>Other: _____</p>	<p>Signer's Name: _____</p> <p><input type="checkbox"/> Corporate Officer - Title(s): _____</p> <p><input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact</p> <p><input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator</p> <p><input type="checkbox"/> Other: _____</p> <p>Signer Is Representing: _____</p> <p>Other: _____</p>
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MAIL TAX STATEMENTS TO: SAME AS ABOVE

EXHIBIT A
(Legal Description)

Exhibit A
LEGAL DESCRIPTIONS
FLOOD PROTECTION LEVEE EASEMENT
PORTION OF – APN 003-242-003

The land referred to herein is situated in the State of California, County of Napa, City of Napa, and is described as follows:

Commencing at the point on the western line of the Lands of Napa County, as the same is shown on Map № 2701, recorded November 3, 1975 in Book 19 of Surveys at page 58, Napa County Records, that bears South 31° 53' 03" East 0.65 feet from the most western corner thereof; thence leaving said western line North 78° 17' 00" East 16.73 feet; thence North 73° 47' 18" East 86.01 feet; thence North 73° 01' 46" East 95.48 feet; thence North 84° 13' 33" East 74.07 feet; thence South 83° 43' 09" East 88.07 feet; thence South 63° 22' 43" East 268.96 feet; thence North 73° 07' 27" East 18.60 feet to the east line of said Lands of Napa County; thence along said east line South 32° 23' 45" East 31.23 feet; thence leaving said east line South 25° 05' 13" West 11.73 feet; thence North 63° 22' 43" West 306.85 feet; thence North 83° 43' 09" West 83.79 feet; thence South 84° 13' 33" West 71.02 feet; thence South 73° 01' 46" West 94.11 feet; thence South 73° 47' 18" West 86.70 feet; thence South 78° 17' 00" West 11.81 feet to said western line of said Lands of Napa County; thence along said western line North 31° 53' 03" West 15.98 feet to the **Point of Commencement**.

The Basis of Bearing used in the above descriptions are based on the California Coordinate System of 1983, Zone II. All distance are ground distances.

End description

Containing 0.233 acres, more or less.

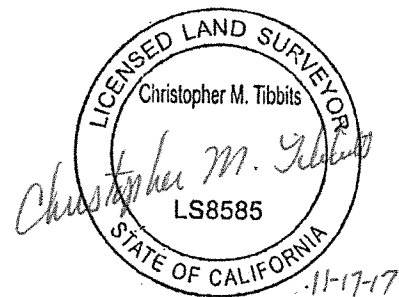
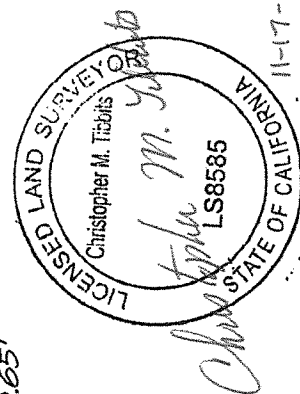
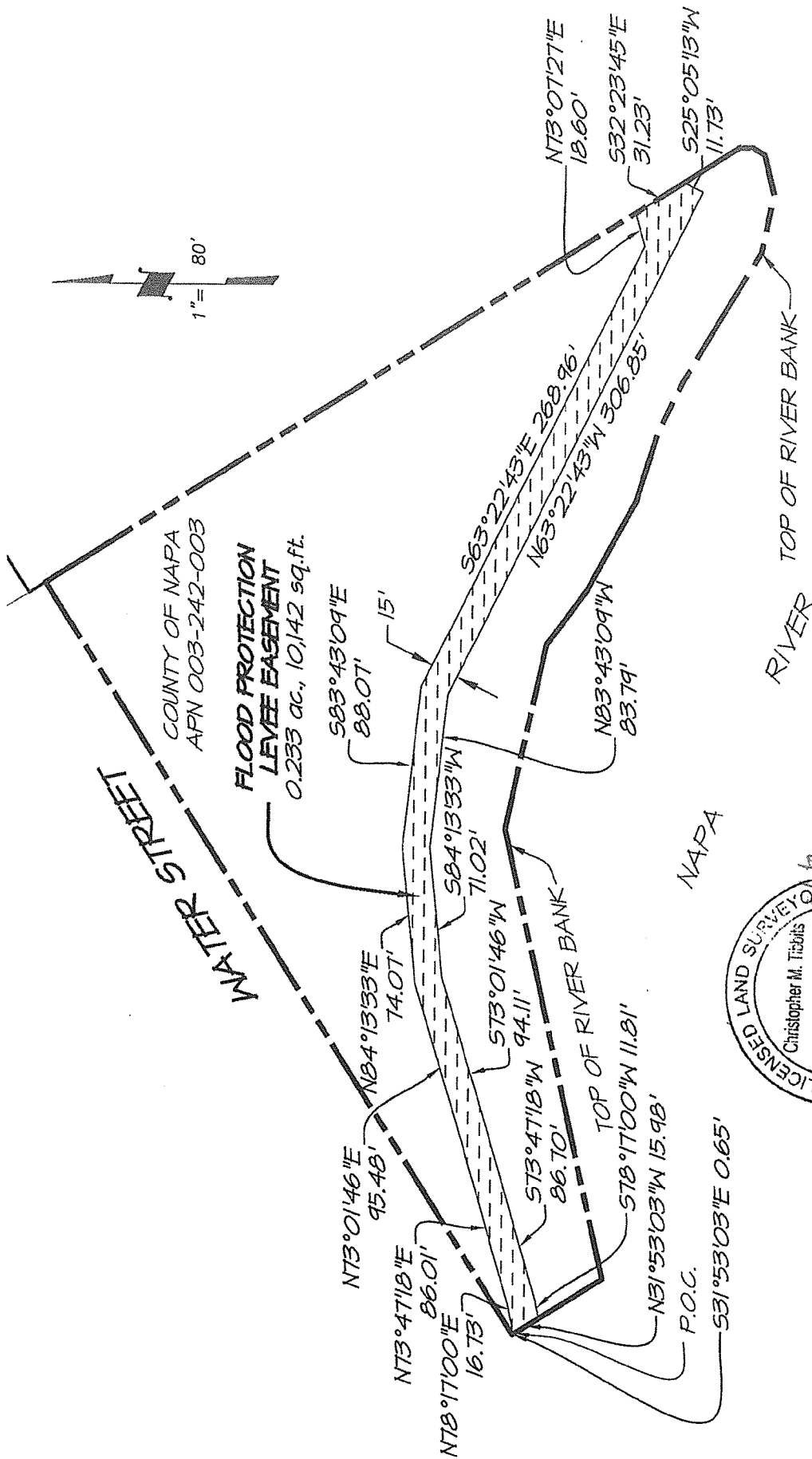


EXHIBIT B

(Map of Easement Area)



11-17-17

COUNTY CORP YARD FLOOD PROTECTION LEVEE EASEMENT CITY OF NAPA CALIFORNIA

EXHIBIT B

RSA⁺

1515 FOURTH STREET
NAPA, CALIF. 94559
OFFICE | 707 | 252.3301
+ www.RSAcivil.com +

RSA⁺ | CONSULTING CIVIL ENGINEERS + SURVEYORS + 1980

NOV 2017

3277 Corp Yard Esmts