

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

GRANT DEED

Portions of APN 003-242-003

The undersigned grantor declares: EXEMPT CODE § 11922

Documentary transfer tax is \$ -0-

(☒) computed on full value of property conveyed, or

(☐) computed on full value less of liens and encumbrances remaining at time of sale.

(☐) Unincorporated area: (☒) City of Napa, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

NAPA COUNTY, a subdivision of the State of California ("GRANTOR")

Hereby GRANT(S) to **Napa County Flood Control and Water Conservation District,**
a special district of the State of California ("GRANTEE")

the following described real property located within the City of Napa, County of Napa, State of California:

THAT REAL PROPERTY CONSISTING OF A PORTION OF NAPA COUNTY ASSESSOR'S PARCEL 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 "Property").

GRANTEE's Duty to Provide Notice

Prior to taking occupancy and use of the Property, GRANTEE must give at least sixty (60) days' Notice to the GRANTOR or to such other person or entity that is the fee simple owner of the balance of Napa County Assessor's Parcel No. 003-242-003 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 right to use and occupy the Property shall actually be needed and begin.

Reservation of Rights.

Until such time as GRANTEE gives the Notice required above, GRANTOR reserves for itself and its successors and assigns the right to continue use and occupancy of the Property for any uses and purposes that will not interfere with GRANTEE'S full enjoyment of the ownership of the Property at such time as the GRANTEE commences its use and occupancy of the Property. 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 Property. As to any existing improvements located on the Property 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 expiration of the specified Notice period. At such

time as the Notice period expires and GRANTEE's use and occupancy of the Property commences, GRANTOR and its successors and assigns must vacate the Property. If the removal of any improvements from the Property that exist at the time of recordation of this Deed is necessitated by GRANTEE's use and occupancy of the Property, 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 Property. 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 Property. 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 Property, 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

As to the reserved rights provided for above in this Deed regarding the ongoing, interim use by GRANTOR and its successors and assigns of the Property until such time the Notice is given and the Notice period expires, GRANTOR and its successors and assigns shall maintain insurance in force until such time as the Notice period expires, which shall satisfy the following requirements:

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 GRANTEE or its successors and assigns or their agents in connection with the use of the Property. 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 GRANTEE; shall reference this Deed and name GRANTEE as an additional insured; 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. GRANTOR and its successors or assigns shall provide to GRANTEE evidence of coverage including an endorsement from the insurance provider naming GRANTEE as an additional insured. 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. 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 GRANTEE, the GRANTOR or its successors or assigns shall provide or arrange for the insurer to provide GRANTEE 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: _____ <input type="checkbox"/> Corporate Officer - Title(s): _____ <input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____ Signer Is Representing: _____ Other: _____ _____	Signer's Name: _____ <input type="checkbox"/> Corporate Officer - Title(s): _____ <input type="checkbox"/> Partner <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator <input type="checkbox"/> Other: _____ Signer Is Representing: _____ Other: _____ _____
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**CERTIFICATE OF ACCEPTANCE
OF GRANT 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 Grant 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)

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

MAIL TAX STATEMENTS TO: SAME AS ABOVE

EXHIBIT A
(Legal Description)

Exhibit A
LEGAL DESCRIPTION
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:

Beginning 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, bearing South 31°53'03" East 16.63 feet from the most western corner thereof; thence leaving said western line North 78° 17' 00" East 11.81 feet; thence North 73° 47' 18" East 86.70 feet; thence North 73° 01' 46" East 94.11 feet; thence North 84° 13' 33" East 71.02 feet; thence South 83° 43' 09" East 83.79 feet; thence South 63° 22' 43" East 306.85 feet to the top bank of the Napa River; thence along said top bank North 25° 05' 13" East 11.73 feet to the east line of said Lands of Napa County; thence along said east line South 32° 23' 45" East 35.91 feet to the top of bank as surveyed in October 2010; thence leaving said east line along said surveyed top of bank South 1° 59' 15" East 7.43 feet; thence South 31° 25' 09" West 7.71 feet; thence South 76° 40' 07" West 21.98 feet; thence North 78° 25' 57" West 32.58 feet; thence North 58° 54' 42" West 82.66 feet; thence North 63° 43' 48" West 30.43 feet; thence North 72° 55' 39" West 39.17 feet; thence North 61° 31' 07" West 55.27 feet; thence North 53° 20' 23" West 37.10 feet; thence North 77° 44' 16" West 102.85 feet; thence South 77° 18' 25" West 250.41 feet to said western line of the Lands of Napa County; thence along said western line North 31°53'03" West 40.87 feet to the point of **Beginning**.

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.

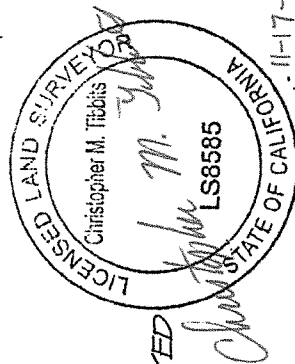
End Description

Containing 0.642 acres, more or less.



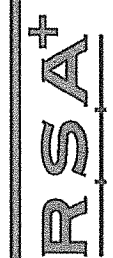
EXHIBIT B

(Map of Real Property)



**COUNTY CORP YARD
FLOOD PROTECTION FEE AREA
CITY OF NAPA CALIFORNIA**

EXHIBIT B



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

RSA + CONSULTING CIVIL ENGINEERS + SURVEYORS +	CSL 1980
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NOV 2017

3277 Corp Yard Esmts