

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

TEMPORARY WORK AREA 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 temporary work area easement and right-of-way in, on, over and across 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 "Temporary Work Area"), for use by the GRANTEE, its representatives, agents, and contractors solely for the following uses, activities and purposes ("Permissible Uses"): as a temporary borrow area and temporary work area, including the right to borrow and/or deposit fill and spoil material thereon, move, store and remove equipment and supplies, and erect and remove temporary structures on the Temporary Work Area and to perform any other temporary work necessary and incidental to the construction of flood control-related improvements on adjacent property owned or controlled in fee or easement by GRANTEE, together with the right to trim, cut, fell and remove from the Temporary Work Area any trees, plants, underbrush, and vegetation within the Temporary Work Area that would interfere with the GRANTEE's use of the Temporary Work Area, but without the right to remove or alter any structures located within the Temporary Work Area without the express written consent of the owner of the underlying fee simple interest in the Temporary Easement Area, and subject to existing easements for public roads and highways, public utilities, railroads and pipelines.

Commencement, Duration and Expiration of Temporary Work Area Easement

Prior to exercising its rights under this Easement Deed, GRANTEE must give at least sixty (60) days' Notice to the person or entity that is the owner of the underlying fee simple interest in the Temporary Work Area as of the date that such Notice is given, setting forth the first date after the end of the Notice period when GRANTEE shall commence its Permissible Uses of the Temporary Work Area (the "Notice"). GRANTEE's right to use the Temporary Work Area shall commence at the end of the period specified by the Notice. Regardless of when GRANTEE's actual use of the Temporary Work Area begins, GRANTEE's easement rights hereunder shall expire no later than twenty-two (22) months after the date of the first Notice given by GRANTEE hereunder (the "Expiration").

Reservation of Rights.

Up to and including the end of the period specified in the Notice, GRANTOR reserves for itself and its successors and assigns the right to use and occupy the Temporary Work Area for any uses, activities and purposes that will not interfere with GRANTEE's later full enjoyment of the Permissible Uses of the Temporary Work Area. Neither GRANTOR nor its successors or assigns shall 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 in the Temporary Work Area until after the Expiration of GRANTEE's rights hereunder. As to any existing building located in the Temporary Work Area as of the date of this Deed's recordation which GRANTOR or its successors or assigns are using as of the commencement of GRANTEE's use of the Temporary Work Area, GRANTOR and its successors and assigns may continue to use and occupy such buildings during GRANTEE's use of the Temporary Work area. Upon the Expiration

of GRANTEE's rights hereunder, GRANTOR and its successors and assigns shall have the right to exclusive use and occupancy of the Temporary Work Area for all lawful purposes.

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 Temporary Work 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 Temporary Work 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 Temporary Work 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 from recordation of this Deed through the Expiration of GRANTEE's rights hereunder, 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 Temporary Work 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: _____	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: _____

**CERTIFICATE OF ACCEPTANCE
OF TEMPORARY WORK AREA 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 Temporary Work Area 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)

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: _____

MAIL TAX STATEMENTS TO: SAME AS ABOVE

EXHIBIT A
(Legal Description)

Exhibit A
LEGAL DESCRIPTION
TEMPORARY WORK AREA 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:

Beginning at the most western corner 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; thence along the western line of said Lands of Napa County South 31° 53' 03" East 0.65 feet; 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 eastern line of said Lands of Napa County; thence along said eastern line North 32° 23' 45" West 10.38 feet; thence leaving said northeastern line South 73° 07' 27" West 11.83 feet; thence North 63° 22' 43" West 266.76 feet; thence North 83° 43' 09" West 90.66 feet; thence South 84° 15' 54" West 76.32 feet; thence South 73° 02' 36" West 25.91 feet; thence North 34° 03' 50" West 39.35 feet to the northwestern line of said Lands of Napa County; thence along said northwestern line South 57° 43' 07" West 167.80 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 0.209 acres, more or less.

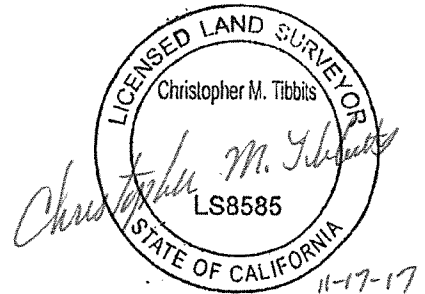


EXHIBIT B

(Map of Temporary Work Area)

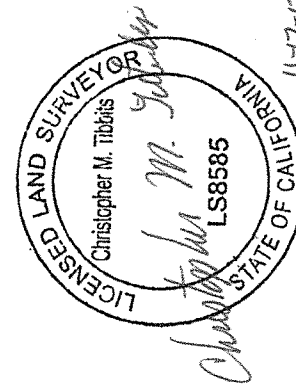
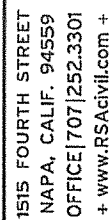


EXHIBIT B



3277 Corp Yard Esmts