

## EXHIBIT "B"

JOHN AND WALTRAUD TUTEUR, CO TRUSTEES  
WALTRAUD AND JOHN TUTEUR 1989 REVOCABLE TRUST  
1393 GREEN VALLEY RD  
NAPA CA 94558-4061

October 22, 2007

Attn: Administrative Services Manager  
NAPA COUNTY DEPT OF PUBLIC WORKS  
1195 3<sup>RD</sup> ST STE 201  
NAPA CA 94559

Dear Administrative Services Manager:

This letter responds to the letter from Napa County Public Works dated October 9, 2007 in which you requested our permission to allow installation of certain interior improvements at 1917 1<sup>St</sup> (APN 002-152-012) as required by Paragraph 7 of Agreement No. 6438, the lease with Napa County. We also understand that you are requesting our consent to the Napa Public Works Department, acting on behalf of Napa County as lessee of the property (County), granting a right of entry to volunteers to install said improvements.

John and Waltraud S. Tuteur, Trustees of the Waltraud and John Tuteur 1989 Revocable Trust (Lessor), herewith grant our permission to install those interior improvements described in Exhibit A of your letter in the residence and garage on APN 002-152-012. Lessor further gives consent to the County's granting a right of entry to volunteers who will install said interior improvements. Lessor's permission and consent is granted subject to the following conditions:

- 1) all improvements will be constructed in a professional manner, using high-quality materials, fixtures and appliances;
- 2) County and/or the volunteers will bear all costs associated with this project including obtaining permits, all materials, labor (if any) and handling of disposed materials;
- 3) The property will be left in a clean condition following the conclusion of the project;
- 4) permits, as needed, for the construction of said improvements will be obtained from the relevant local agency by County or volunteers at the sole cost of County or volunteers;
- 5) Lessor retains the right to approve the color palette of the paint, floor coverings, bathroom fixtures, kitchen appliances and wall coverings prior to said items being installed on the premises;
- 6) Lessor retains the right to approve the placement of the relocated through-the-floor trap door access to the heating and ventilation system located in the crawl space;
- 7) Lessor understands that County will indemnify us against claims by the County, the volunteers and any persons or other risks associated with this project and will provide insurance coverage for Lessor for such activities as part of County's existing obligations as lessee under Paragraph 11 of the Lease Agreement (Napa County Agreement No. 6438), inasmuch as the volunteer project is being performed by volunteers pursuant to Right-of-Entry Agreements which County will be entering into with such volunteers prior to commencement of any of the alteration work on the property;
- 8) County agrees to pay to Lessor of the full monthly rent in arrears pursuant to Paragraph 4 of Agreement 6438 during the period of installation of the improvements even though the installation may temporarily interfere with County's use of the property;

- 9) County understands that said interior improvements other than personal property will revert to the ownership of Lessor upon termination of the lease or any future renewals thereof pursuant to Paragraph 7 of the Lease Agreement (Napa County Agreement No. 6438 ;
- 10) Following final inspection of the improvements by the permitting agency, Lessor will accept responsibility for the maintenance of the plumbing and electrical facilities associated with the improvements pursuant to Paragraph 6(a) of Agreement 6438. County will have responsibility for the repair and replacement of any appliances installed as part of this project during the remainder of the lease term and any renewals thereof.
- 11) County, or the volunteers, will notify Lessor immediately if any pre-existing damage such as water damage, dry rot, termite damage or other form of damage is discovered during the remodel. Lessor agrees to repair such damage, if discovered, in a timely manner or to reimburse County, or the volunteers for the cost of repairs once the extent and cost of such repairs has been determined and approved by Lessor.

Please contact us if there are any questions or comments about this grant of permission and consent. We can be reached at 707.252.3008 or [electjit@napanet.net](mailto:electjit@napanet.net).

Sincerely,

  
JOHN TUTEUR

  
WALTRAUD TUTEUR

CO-TRUSTEES OF THE WALTRAUD AND JOHN TUTEUR 1989 REVOCABLE TRUST

CONDITIONS ACCEPTED ON BEHALF OF COUNTY OF NAPA

By 

Martha Burdick  
Administrative Manager Napa County Public Works