

RECORDED AT THE REQUEST OF AND  
RETURN TO:

Napa Sanitation District  
1515 Soscol Ferry Road  
Napa, CA 94558

Exempt from Recording Fees  
Per G.C. 27383

Re: A.P.N. \_\_\_\_\_

<b>INDEMNIFICATION AGREEMENT</b>
----------------------------------

THIS INDEMNIFICATION AGREEMENT (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, ("Effective Date") by and between Justin-Siena High School Corporation, a California corporation ("Owner") and the Napa Sanitation District, a California special district ("District") with reference to the following facts.

**RECITALS**

A. Owner owns that certain real property located in the County of Napa, California, commonly known as The Watermark at Napa Valley located at \_\_\_\_\_, Napa County Assessor's Parcel Numbers of \_\_\_\_\_ and more particularly described in Exhibit A and Exhibit C attached hereto and incorporated herein (the "Property").

B. District has an existing public utility easement on the Property, which was recorded on \_\_\_\_\_, \_\_\_\_\_, as Instrument No. \_\_\_\_\_ in the Official Records of Napa County ("Easement").

C. The District has the right to access and use the Easement for the purposes of constructing, installing, maintaining, repairing, replacing or otherwise taking any actions that the District believes are necessary or prudent for the safe operation of the public utility facilities that are located therein (collectively, "District Operations").

D. The Owner is redeveloping the Property and in connection with such development, Owner plans to install fences, decorative/colored/stamped concrete, decorative/colored/stamped asphalt, parking lot lighting poles, and bollard lighting ("Site Improvements") above the District's Easement.

E. As a condition to Owner's construction of the Site Improvements, District has requested Owner enter into this Agreement with the District regarding the Site Improvements with the purpose of maintaining District's access to the Easement and the public utility facilities which are now or may hereafter be installed within the District's Easement ("District Facilities").

## AGREEMENT

NOW THEREFORE, Owner and District, for good and valuable consideration agree as follows:

1. Owner shall notify the District in writing at least sixty (60) days prior to installation of any new Site Improvements within the Easements.
2. To the fullest extent permitted by law, Owner agrees to indemnify, defend (with counsel approved by District) and hold District, its board members, officers, officials, employees and agents, harmless from any and all claims made against District or any liability, loss or damage suffered by District of any kind or nature, including but not limited to, attorneys' fees, arising from or relating to the Site Improvements except to the extent caused by the sole negligence or willful misconduct of District.
3. In the event that District Operations or access to District Facilities in the Easement require removal of all or a portion of the Site Improvements, Owner shall remove such Site Improvements at its sole cost and expense within five (5) business days of receipt of a request to do so from the District. If Owner does not remove the Site Improvements within the 5-day period after receiving a request from the District to do so, or if there is an emergency requiring the District to immediately remove the Site Improvements to repair or reconstruct the District Facilities, then Owner shall pay the District all costs incurred for the removal of the Site Improvements within thirty (30) days of receipt from the District of a list of itemized costs incurred. Upon completion of District Operations, the District will restore the Property to the condition it was in before the District performed such operations except that the District will not be under any obligation to replace the Site Improvements. Additionally, the District will not be responsible for any repairs to the Site Improvements due to settling and/or cracking. If Site Improvements are removed by the District in order to access the District Facilities or perform District Operations, Owner shall have the right to replace the Site Improvements at its sole cost and expense.
4. Owner agrees that the obligations under this Agreement shall be continuing and irrevocable. No modification or waiver of any provision of this Agreement shall be binding upon the District unless such modification or waiver shall be in writing and signed by an authorized officer of the District.
5. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.
6. No failure on the part of the District to pursue any remedy under this Agreement shall constitute a waiver on the part of the District of its right to pursue such remedy on the basis of the same or a subsequent breach.

7. If either party is required to utilize the services of an attorney in order to enforce this Agreement, the non-prevailing party will pay any attorney's fees and costs incurred by the prevailing party.

8. Any costs or attorney's fees incurred by the District as prevailing party pursuant to this Agreement shall become a lien and a special assessment against the Property.

9. This Agreement shall run with the Property as both a covenant and an equitable servitude and is binding on Owner's heirs, successors in interest and assigns. It shall be recorded with the Napa County Recorder.

10. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

11. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or deposited in the U.S. mail, first class and postage prepaid, addressed to the parties at their respective addresses as listed below.

If to Indemnitor: Justin-Siena High School Corporation  
4026 Maher Street  
Napa, CA 94558

If to Indemnitee: Napa Sanitation District  
1515 Soscol Ferry Road  
Napa, CA 94558

Notice shall be deemed duly given upon personal delivery or, if mailed, two days after mailing. The foregoing addresses may be changed by notice given as provided in the Agreement.

12. Owner (or any person acting on behalf of Owner) may, at any time, and from time to time, deliver written notice to the District, requesting that the District certify in writing that (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (c) the Owner is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. Upon such written request, the District shall execute and return such certificate within thirty (30) days following the receipt thereof. Any authorized officer or agent of the District shall be authorized to execute any certificate requested by the Owner.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

OWNER: Justin-Siena High School Corporation, a California corporation

By: David Holgin  
Name: David Holgin  
Title: President

NAPA SANITATION DISTRICT: Napa Sanitation District, a California Special District

By: \_\_\_\_\_  
Jill Techel  
Chair, Board of Directors

ATTEST: \_\_\_\_\_  
Cheryl Schuh  
Secretary, Board of Directors

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

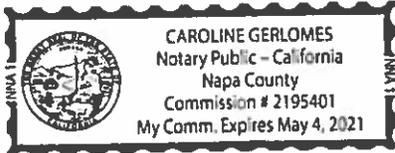
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Napa  
On February 21, 2018 before me, Caroline Gerlomes Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared David Holquin  
Name(s) of Signer(s)

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 Caroline Gerlomes  
Signature of Notary Public

*Place Notary Seal Above*

**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: \_\_\_\_\_

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

APPROVED AS TO FORM:

By:



John Bakker  
District Legal Counsel

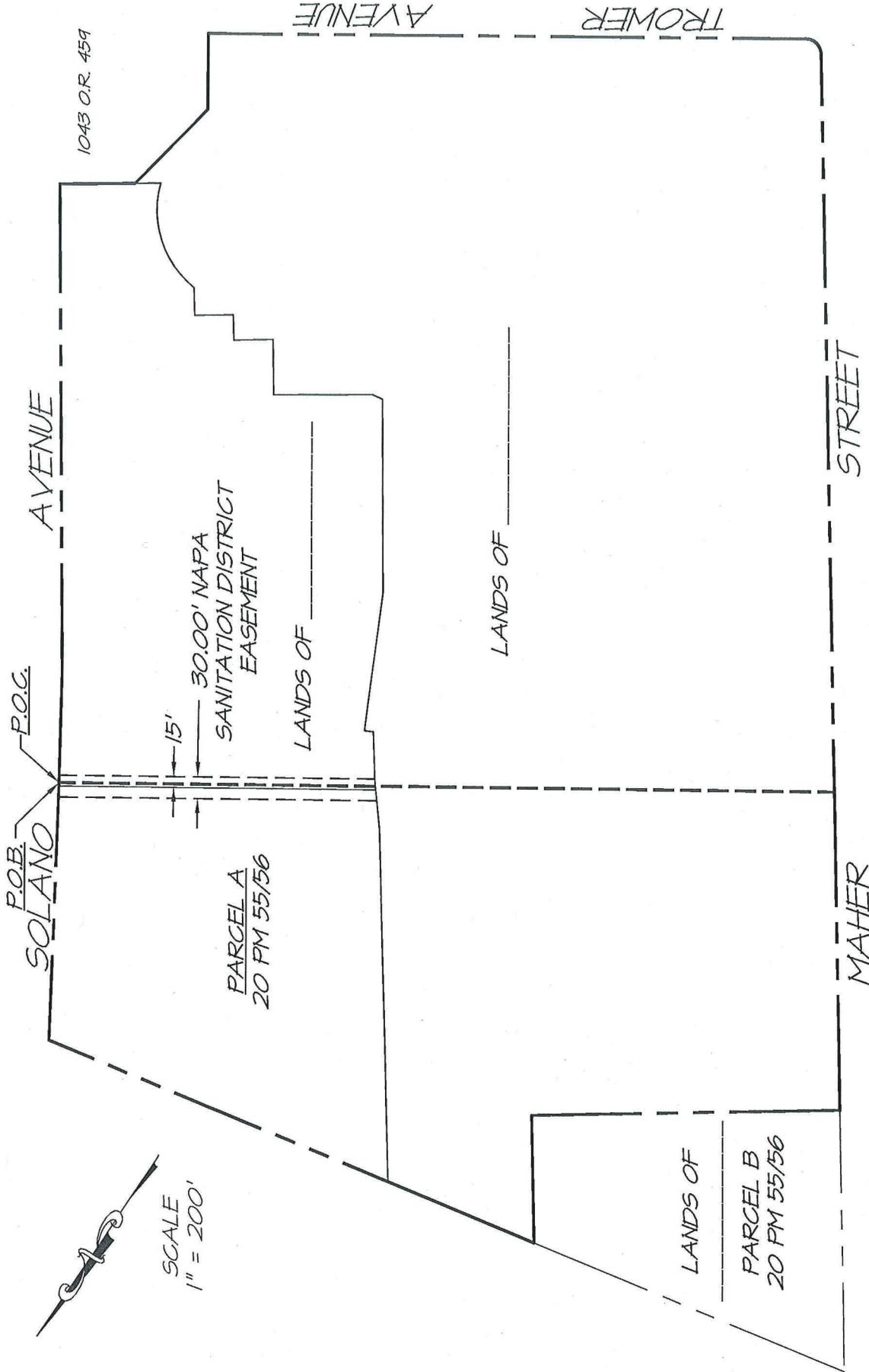
**Exhibit A**  
**Sewer Easement**

A 30.00-foot wide strip of land parallel with the southeast line of Parcel A as shown on the map entitled "Parcel Map Lands of Siena High School" filed December 6, 1994 in Book 20 of Parcel Maps at Page 56, Napa County Records, and being a portion of the Lands of \_\_\_\_\_ as described in the deed recorded \_\_\_\_\_ as Series Number \_\_\_\_\_, Napa County Records, State of California lying 15.00 feet on both sides of the following described line:

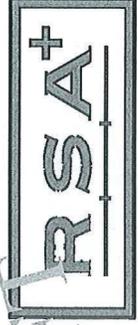
**Commencing** at the east corner of said Parcel A, being on the southwest line of Solano Avenue; thence along the said southwest line northerly 5.00 feet to a line parallel with and 5.00 feet northerly from the southwest line of said Parcel A to the **Point of Beginning**; thence leaving said southwest line along said parallel line a distance of 436.59 feet, more or less, to a southwest line of said Lands of \_\_\_\_\_ and being the **Point of Terminus**.

The sidelines of this easement to be extended or shorted to begin and terminate at the parcel boundaries.

**End Description**



**EXHIBIT B**  
**JUSTIN-SIENA HIGH SCHOOL**  
**NAPA SANITATION DISTRICT**  
**EASEMENT**



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

RSA+ | CONSULTING CIVIL ENGINEERS + SURVEYORS + 1980

10-24-2017 4960

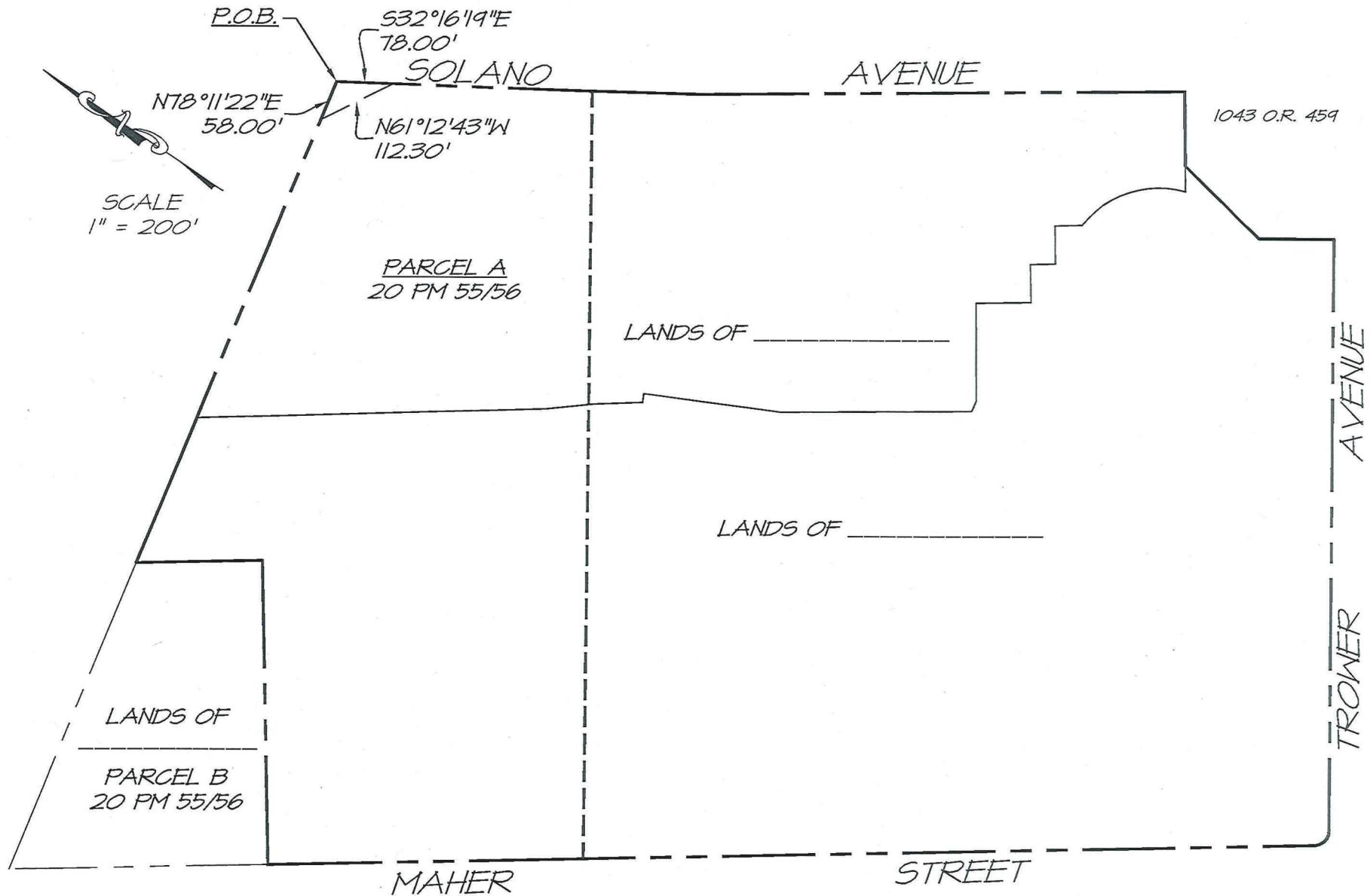
THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION

**Exhibit C**  
**Sewer Easement**

A portion of the Lands of \_\_\_\_\_ as described in the deed recorded \_\_\_\_\_ as Series Number \_\_\_\_\_, Napa County Records, State of California, described follows:

**Beginning** at the north corner of Parcel A, as shown on the map entitled "Parcel Map Lands of Siena High School" filed December 6, 1994 in Book 20 of Parcel Maps at Page 56, Napa County Records, being on the southwest line of Solano Avenue; thence along the said southwest line South 32° 16' 19" East 78.00 feet; thence leaving said southwest line North 61° 12' 43" West 112.30 feet to the northern line of said Parcel A; thence along said northern line North 78° 11' 22" East 58.00 feet to the **Point of Beginning**.

**End Description**



**EXHIBIT D**  
**JUSTIN-SIENA HIGH SCHOOL**

NAPA SANITATION DISTRICT  
EASEMENT

DRAFT

<b>RSA<sup>+</sup></b>	1515 FOURTH STREET
	NAPA, CALIF. 94559
	OFFICE   707   252.3301
+ www.RSAcivil.com +	

RSA<sup>+</sup> | CONSULTING CIVIL ENGINEERS + SURVEYORS + EST. 1980

10-24-2017 4960

THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION