

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Napa Sanitation District
1515 Soscol Ferry Road
Napa, CA 94558

Re: APN 045-240-002

SPACE ABOVE LINE FOR RECORDER'S USE.

This document is being recorded by and for the benefit of the Napa Valley Unified School District and the Napa Sanitation District and is exempt from recording fees pursuant to Government Code section 27383.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made as of this _____ day of _____, 2018 between **NAPA VALLEY UNIFIED SCHOOL DISTRICT (“Grantor”)**, and the **NAPA SANITATION DISTRICT (“Grantee”)**, hereinafter each individually referred to as a **“Party”** and collectively referred to as the **“Parties”**.

RECITALS

WHEREAS, Grantor is the owner of that certain parcel of land in the County of Napa, State of California, identified as Napa Valley Assessor’s Parcel Number 045-240-002, the Silverado Middle School at 1033 Coombsville Rd, Napa, CA 94559 (**“Property”**).

WHEREAS, Grantee desires to acquire an easement for purposes of construction, access, operation, inspection, maintenance, replacement, and repair of a recycled water truck fill station, and other related facilities (the **“Fill Station”**), in, on, over, under, along, across, and through the 0.68-acre portion of the Property hereinafter referred to as the **“Easement Area,”** which is more particularly described in the attached Legal Description (Exhibit B-1) and Plat (Exhibit B-3).

WHEREAS, Grantor is willing to grant an easement to Grantee for use of the Easement Area for purposes of the Fill Station, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Easement.** Grantor grants to Grantee, for the benefit of Grantee, an easement (the **“Easement”**) in, on, over, under, along, across, and through the Easement Area for purposes of the Fill Station in accordance with applicable laws, rules, and regulations.

Grantor, its successors and assigns, shall not erect or construct any building or other structure or obstruction upon the Easement Area, plant trees, or diminish or substantially add to the ground cover within said Easement Area. Grantor, its successors and assigns shall provide access and right of entry to Grantee.

2. Term. The Easement granted herein shall commence on the date hereof and shall continue for 20-years; provided, however, that the Easement shall terminate upon the occurrence of any of the following events: (a) the Easement is abandoned; or (b) the Fill Station is permanently removed from the Easement Area. For purposes of this Agreement, the Easement shall be considered abandoned if the Easement Area is not used by Grantee and/or the public for a continuous period of thirty-six (36) months.

In the event that the Easement is abandoned, Grantee shall be solely responsible for any and all costs and expenses for removal of any encumbrances associated with the Fill Station in the Easement Area.

This Agreement shall remain effective for the duration of the term following its recording date, and may be renewed for successive terms upon conditions acceptable to both parties. The parties agree that Grantee may continue to operate the truck fill station pursuant to the terms of this Agreement whether or not the Agreement is renewed, if no recorded action is taken.

3. Maintenance and Damage to the Fill Station. The maintenance and repair of the Fill Station and the Easement Area in a good and safe condition shall be the sole responsibility of Grantee, which maintenance and repair Grantee shall perform at its own cost and expense; provided, however, that Grantor shall be responsible for any damage to the Fill Station, caused by the gross negligence or willful misconduct of Grantor and/or Grantor's officers, employees, or agents.

4. Maintenance of Paved Surfaces in the Vicinity. The Vicinity is defined as the dirt area south of the easement, west of the East property line and east of the stormwater drainage ditch. Grantee will undertake maintenance of adjacent paved areas (if and when paving is added) within the Vicinity, beginning after the construction of the adjacent paved areas extending until the expiration of the Agreement. Maintenance activities will include sealing and coating of the asphalt in-line with routine and preventative maintenance. Grantee shall not be responsible for repair of asphalt that fails due to poor installation, materials, and/or misuse.

Pavement Requirements: Paved surfaces to be maintained by Grantee must be engineered and installed using current best practices. This includes but is not limited to engineering design and construction aspects related to compaction, materials, installation, subgrade, and drainage.

5. Hours of Operation. Grantee will limit use of the Fill Station for filling vehicles with recycled water to weekdays (Monday through Friday) from 7 AM to 5 PM. Further restrictions for specific days can be made for special circumstances where the area would be needed for parking for an adjacent event or match sanctioned by Grantor. Grantor to inform one week prior to the special event, to ensure communication of the outage to users of the Fill Station. Grantee to inform Grantor one week prior to special request for use of the Fill Station during non-standard hours/days. Grantee's use of the Fill Station during hours of operation shall not interfere with or disrupt the District's activities and operations at its Silverado Middle School.

6. Hours of Non-Operation. During non-operating hours, when the Fill Station cannot be used, the Grantor dictates the use of the easement area. Grantor will limit usage to those activities that do not materially impact the performance and life of the Fill Station. Allowed activities will include event/recreational parking and other activities.

7. Appurtenant Easement; Covenants Running with Land. The rights, restrictions, and obligations contained in this Agreement shall run with those of the Easement Area and shall be binding upon and inure to the benefit of the successive owners thereof.

8. Reservation of Rights. Grantor reserves the right to grant easements only to public utilities over the portions of the Easement Area described herein, provided those grants do not interfere with the rights granted to Grantee herein.

9. Indemnification. Grantee shall indemnify, defend, and hold harmless Grantor, its Board, Board members, officers, employees, agents, representatives, and invitees, from and against any action, cause of action, suit, expense, demand, loss, damage, claim, cost, judgment, injury or liability whatsoever, including reasonable attorneys' fees (collectively, "Liability") resulting from Grantee's exercise of its rights under this Easement Agreement or its use of the Easement Area as the Fill Station. Notwithstanding the foregoing, Grantee shall not be required to indemnify any such parties from Liability to the extent caused by the sole negligent act or intentional misconduct of Grantor, its Board, Board members, officers, employees, agents, representatives, and invitees.

10. Waiver. No delay or omission by any of the Parties, or their successors or assigns, to exercise any right or power occurring upon any non-compliance or failed performance by the other Party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party hereto, or its successors or assigns, of any of the covenants, obligations, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, obligation, condition or agreement herein contained.

11. Notices. All notices, demands, consents, approvals and other communications which are required or desired to be given by either Party to the other hereunder shall be in writing and shall be hand delivered, sent by use of a nationally-recognized overnight courier service or sent by United States registered or certified mail, postage prepaid, return receipt requested,

addressed to the appropriate Party at its address set forth below, or at such other address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered (or refused) or three days after mailing.

If to Grantor: Napa Valley Unified School District
Attn: Superintendent
2425 Jefferson St.,
Napa, CA 94558

If to Grantee: Napa Sanitation District
1515 Soscol Ferry Rd.,
Napa, CA 94558
Attn: District Engineer

Either Party may change the name of the person or address to which notices and other communications are to be given by so notifying the other Party.

9. Headings. The headings used in this Agreement are inserted only as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Agreement, nor the intent of any provision hereof or in any way affect its provisions.

10. Severability. If any provision, condition, covenant or other clause, sentence or phrase of this Agreement shall become null and void or illegal for any reason, or be so held by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

11. Amendment. This Agreement may be amended and modified only by a written instrument executed by the Parties.

12. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same document.

13. Warranty of Authority. Each person warrants and guarantees that s/he is legally authorized to execute this Easement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Easement.

14. Recording. Grantee shall cause this Agreement to be recorded in the official records of Napa County, with original recorded Agreement to be returned to Grantee and a copy to Grantor at the address shown above.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

“GRANTOR”

NAPA VALLEY UNIFIED SCHOOL DISTRICT

By: _____

Name: Rosanna G. Mucetti

Title: Superintendent

“GRANTEE”

NAPA SANITATION DISTRICT,

By: _____

Name: Timothy B. Healy

Title: General Manager

ATTEST:

By: _____

Name: Cheryl Schuh

Title: Secretary of the Board of Directors

EXHIBIT 'B-1'
FILL STATION EASEMENT LEGAL DESCRIPTION

Lying within the City of Napa, County of Napa, State of California and being a portion of the lands of the Napa Union High School District of Napa County, State of California as described in the Final Order of Condemnation recorded in Book 512 of Official Records at Page 158, Napa County Records, said portion is more particularly described as follows:

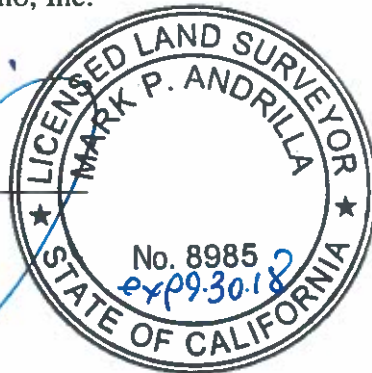
BEGINNING at the northeasterly corner of said lands of Napa Union High School District; thence along the easterly line of said lands South 19°00'52" West 175.27 feet; thence leaving said easterly line, North 70°59'08" West 159.09 feet; thence North 19°00'52" East 192.04 feet to a point on the northeasterly line of said lands of Napa Union High School District and the southwesterly line of Coombsville Road; thence along said northeasterly line, along a non-tangent curve to the right, the radius point of which bears South 20°56'01" West 1120.00 feet, through a central angle of 8°11'26", for a length of 160.10 feet to the POINT OF BEGINNING.

Containing 0.68 acres more or less.

The Basis of Bearings for this survey is the California Coordinate System, Zone 2, NAD 83, Epoch 2011.00 as determined locally by a line between Continuous Global Positioning Systems (CGPS) station P199 and station P264; being North 53°34'08" East as derived from geodetic values published by the California Spatial Reference Center (CSRC).

Prepared by Cinquini & Passarino, Inc.

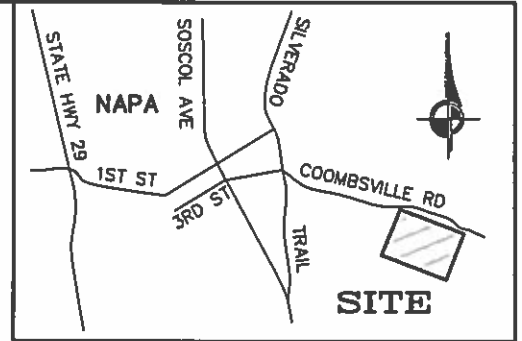

Mark P. Andrilla, P.L.S. 8985



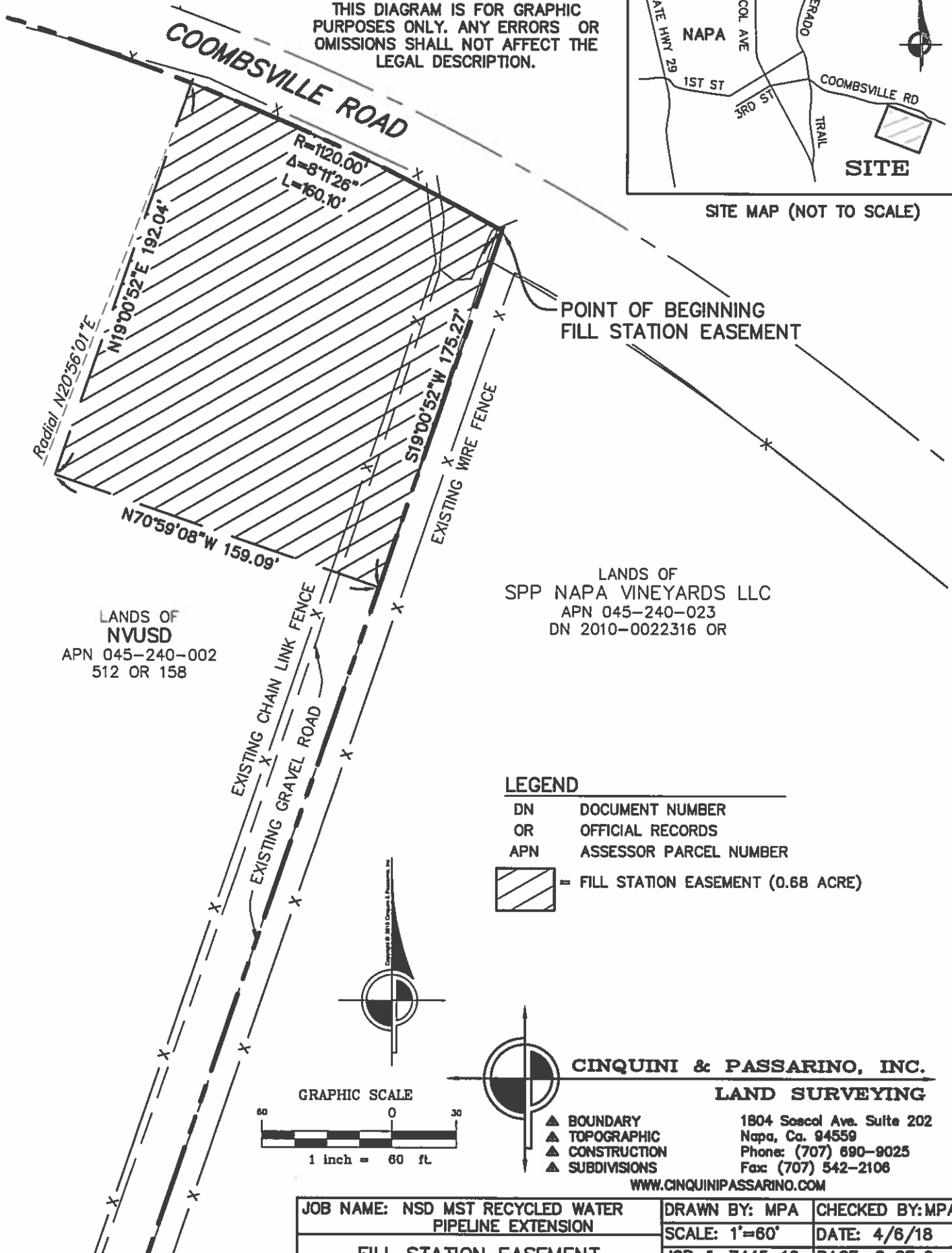
4.6.18
Date

EXHIBIT 'B-3'

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE LEGAL DESCRIPTION.



SITE MAP (NOT TO SCALE)



JOB NAME: NSD MST RECYCLED WATER PIPELINE EXTENSION	DRAWN BY: MPA	CHECKED BY: MPA
FILL STATION EASEMENT	SCALE: 1"=60'	DATE: 4/6/18
	JOB #: 7445-16	PAGE: 2 OF 2