

**PUBLIC ACCESS TRAIL CORRIDOR AGREEMENT
BETWEEN NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AND THE CITY OF AMERICAN CANYON**

THIS AGREEMENT is made and entered into effective this 5th day of November 2009, in the City and County of Napa, State of California, by and between the City of American Canyon, a California municipal corporation (hereinafter referred to as "CITY"), and the Napa-Vallejo Waste Management Authority, a California Joint Powers Authority (hereinafter referred to as "AUTHORITY"), regarding the development, operation and maintenance of a public access trail on lands owned by the AUTHORITY and the CITY, referred hereinafter collectively as the "Parties."

RECITALS

WHEREAS, the Parties to this AGREEMENT recognize the importance of publicly accessible recreational opportunities near the Napa River and the American Canyon Wetlands, and

WHEREAS, the CITY desires to implement and operate a public access trail ("Trail") within a corridor ("Trail Corridor") generally using an existing service road around the landfill with adequate area provided for access to the Napa River, and for construction of public safety improvements and other public access amenities, and

WHEREAS, this Trail Corridor proceeds around the toe of the landfill on lands on the northerly side which are partially owned by the CITY and partially owned by the AUTHORITY; on the westerly side on lands owned by the AUTHORITY, a portion of which the SLC has a non exclusive interest in, and on the easterly and southerly sides, on lands owned by the AUTHORITY, and

WHEREAS the AUTHORITY is interested in ensuring continued safe and uninterrupted access to this same Trail Corridor and service road for purposes of maintaining and managing the landfill, and

WHEREAS the AUTHORITY accesses the landfill by means of a road owned by the CITY which extends from the intersection of Eucalyptus Drive and Wetlands Edge Road westerly to and adjacent to AUTHORITY property, and on which the AUTHORITY has an existing access easement, and

WHEREAS the Trail Corridor, being coterminous with the landfill service road, is also accessed by means of the existing road owned by the CITY which extends from the intersection of Eucalyptus Drive and Wetlands Edge Road westerly, and

WHEREAS, the AUTHORITY is interested in acquiring certain CITY lands along Eucalyptus Drive at the northerly toe of the landfill that are integral to its operations, and

WHEREAS, the Parties seek to provide safe and unimpeded access for landfill maintenance and operations that will not pose an unacceptable risk of harm to members of the public or unduly interfere with lawful landfill operations,

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge that the foregoing recitals and following facts are true and correct and further agree:

1. General Terms

A. The Parties acknowledge the accuracy of the following attached documents which will be recorded with the Recorder of the County of Napa and are incorporated herein by reference:

- Document 1. Lot Line Adjustment Form
Exhibit A - Legal Description
Exhibit B - Tentative Lot Line Adjustment Exhibit
- Document 2. Dedication and Grant of Easement for Public Use and Trail Purposes; Wetlands Edge Bay Trail Near and Within American Canyon Landfill - City of American Canyon and Napa County, California.
Exhibit A - Legal Description
Exhibit B - Non-exclusive Access Easement Exhibit
- Document 3. Dedication and Grant of Easement for Landfill Access, Operations, and Maintenance Purposes Near and Along Eucalyptus Avenue, - City of American Canyon, Napa County, California.
Exhibit A – Legal Description
Exhibit B – Non-exclusive Access Easement Exhibit
- Document 4. Right of Entry and Construction Agreement-Wetlands Edge Bay Trail Near and Within American Canyon Landfill - City of American Canyon and Napa County, California.
- Document 5. OPERATIONS AND MANAGEMENT PLAN
AMERICAN CANYON NAPA RIVER BAY TRAIL - RIVER
WETLANDS EDGE LOOP

B. CITY is the owner of certain lands, located in the County of Napa, State of California, commonly referred to as APN0580-200-10, and as more particularly depicted in Document 1 - Exhibit A, consisting of constructed wetlands and a portions of Eucalyptus Drive from the NE corner of the Landfill to the junction of Eucalyptus Drive and Wetlands Edge Road. CITY shall convey title to portions of its land along Eucalyptus Drive via a lot line adjustment or other legal document in exchange for the trail corridor public access easement, and will be responsible for preparing and recording the lot line adjustment or other necessary documents. CITY shall also convey a non-exclusive easement to AUTHORITY along Eucalyptus Drive for access and landfill management as shown in Document 3 – Exhibit A and B. Further, CITY agrees to provide the AUTHORITY with 100 hours of planning services by CITY staff to assist AUTHORITY in planning and developing for the site formerly used as a quarry by AUTHORITY and located on Eucalyptus Drive.

C. AUTHORITY and CITY acknowledge the existence of a prior compromise Title Settlement AGREEMENT (State Lands Commission “SLC” No. W8424) dated Dec 28, 1982 between the former owners of the American Canyon Landfill and State regarding provision of a 25 foot wide public access easement, as particularly described in Document 1- Exhibit A and B. CITY and AUTHORITY jointly agree in accord with the requirements of the compromise Title Settlement Agreement (W8424) that provision of public access will not pose an unacceptable risk of harm to members of the public or unduly interfere with the AUTHORITY’S lawful operations of the landfill, provided that certain fencing and gates be installed, subject to future review and approval by AUTHORITY, and that the trail may be closed to the public during certain periods for landfill maintenance operations, as subsequently discussed in this AGREEMENT.

D. AUTHORITY is the owner in fee of that closed landfill located in the County of Napa, State of California, commonly referred to as APN 0580-200-12 and 0580-500-42, which includes a service road surrounding its base, and as more particularly described in Document 2 Exhibit A. AUTHORITY will grant and convey a non-exclusive public access surface easement, and CITY desires to accept and acquire from AUTHORITY, a non exclusive easement for a public access trail corridor which follows the perimeter of the landfill property as depicted in Document 2 - Exhibit B, and described in Document 2 - Exhibit A. Except along the southern section of the landfill property, this easement extends from the exterior property line to the landfill side of the existing service road and drainage ditch. The easement on the southern end of the landfill will be 25’ wide and located near the southern border of the landfill property. As shown in Document 2 – Exhibit A and B.

E.. AUTHORITY and CITY acknowledge the existence of a prior public access easement conveyed from California Department of Fish and Game to CITY on a levee extending northwest of landfill property to the Napa River and as particularly depicted in Document 1 - Exhibit A and B, and that this easement is not affected by this AGREEMENT.

F. In addition to the public access easement granted to the CITY, AUTHORITY agrees to allow the CITY to use the existing service road as a trail at the south end of the landfill until such time as the AUTHORITY may need it for other purposes, at which time the CITY'S right to use this section of the service road shall terminate. AUTHORITY will secure the road at that time to prevent public access.

G. AUTHORITY acknowledges that the CITY and the Napa County Regional Parks and Open Space District (District) expect to sign an independent Memorandum of Understanding describing joint responsibility to build and operate segments of the trail as described in Document 2 - Exhibit A and B.

H. AUTHORITY and CITY together agree to enact a Management Plan for the public access trail as shown in the attached Document 5 to this agreement.

2. Terms of Trail Corridor Public Access Easement

A. Easement Grant – As described in Document 2, AUTHORITY hereby grants and conveys to CITY a Trail Corridor easement, a perpetual, non-exclusive easement and right of way for construction, use and operation of a public access trail on, over, along and across the trail corridor shown on Document 2 - Exhibit A and B and according to the terms and conditions as set forth herein.

B. Trail Use - The Trail Corridor Public Easement is for use by the public for non-motorized, non-commercial, recreational trail purposes only, (except that motorized personal mobility equipment may be allowed to the extent required by the Americans with Disabilities Act), including pedestrian, bicycling, equestrian and other compatible uses, as well as motorized use by the CITY for maintenance and patrol purposes. Easement shall be recorded as a non-exclusive surface easement for public access purposes.

C. Scope and Location - The Trail Corridor is approximately 8,000 feet long on the AUTHORITY property and parallels the perimeter of the property as depicted on Exhibit A and B of Document 2. The Public Access Trail corridor shall be variable in width and includes the perimeter service road as well as adequate area to install safety and security fencing, where needed, and any needed surface drainage improvements compatible with landfill operations, landscaping improvements and other public access amenities on the North, East and West sides of the landfill. At the south end of the landfill, the easement is not coterminous with the landfill service road and requires that new trail be constructed by CITY.

D. Fencing and other Improvements - AUTHORITY shall grant a Right of Entry and execute a Temporary Construction Agreement with the CITY to allow construction of fencing, gates and other minor improvements not directly associated with public access as referenced in Document 4. Said improvements will be shown on engineering drawings prepared by CITY, and are subject to the review and approval of AUTHORITY prior to construction by CITY. Upon completion, said gate and fencing improvements will be the responsibility of the Authority to maintain and repair.

E. Napa River Access -The AUTHORITY will provide access to the Napa River as mutually agreed upon by the CITY and the AUTHORITY and shown on Document 2 - Exhibit A and B. The CITY will take surface liability for public access to the Napa River as shown on Document 2 - Exhibit A and B and the AUTHORITY will continue to maintain subsurface liability for the subject area. The parties agree that the location of the river access will be under the same terms and conditions as the Loop Trail, which trail is more particularly described in Document 1 Exhibit B???

3. Obligations, Responsibilities and Allowable Actions of AUTHORITY

A. Amended Landfill Closure Plan - AUTHORITY shall use best effort to amend the existing American Canyon Landfill Closure Plan to include the subject public access trail and all related improvements as a specifically approved land use. AUTHORITY shall work closely with CITY to obtain Closure Plan amendment approval from appropriate agencies in a timely manner. CITY understands that AUTHORITY does not warrant outcome of any public hearings should such hearings be necessary to amend the American Canyon Landfill Closure Plan. CITY further agrees that AUTHORITY's grant of easement or other interests in land herein are based upon the interests AUTHORITY currently owns. This Agreement does not require AUTHORITY to purchase or acquire new or different interests in order to comply with the terms of this Agreement.

B. Surface Non-exclusive Easement – The Trail Corridor easement is a surface easement only. AUTHORITY shall retain subsurface liability and management responsibility for any and all actions associated with historic, current, and on-going landfill operations.

C. Maintenance and Repair of Public Access Improvements and Facilities - AUTHORITY shall be responsible for the repair or replacement of any damage it causes to CITY's constructed public access facility improvements.

D. AUTHORITY Use of Loop Road and Trail Closure – AUTHORITY shall continue to use the Loop Road Trail for access to the closed landfill to perform its required tasks in maintaining post closure care of the landfill. AUTHORITY may from time to time close the Loop Road Trail to conduct maintenance functions, emergency repairs, or when necessary to protect public health and safety.. AUTHORITY will notify CITY of such closure in advance or as reasonably practical in the case of emergency repairs or closure to protect public health and safety. When trail closure is necessary, AUTHORITY will be responsible for securing gates and attaching trail closure signage provided for this purpose by the CITY on the gates.

E. Future Trail at South End of Landfill – AUTHORITY agrees that the Loop Road Trail will be allowed to follow the existing service road outside of the public easement access on the southern end of the landfill until such time as AUTHORITY may have need of existing road in the future. At that time the CITY will relocate the trail to the easement south of the subject area but on Landfill property as shown on Document 2 –

Exhibit A and B. The CITY may move the trail off the existing road on the southern end of the landfill and to the easement located on the southern end of AUTHORITY property prior to notification by the AUTHORITY that it intends to relocate the trail. The AUTHORITY may approve a specific use for the subject area that is consistent with the Authority's charter (as amended) and The AUTHORITY will provide a 24 month notice after taking such action so as to provide the CITY time to design and build the new trail on the south end of the landfill

F. LEA Notice of Violations and Tire Relocation – AUTHORITY shall remove or mitigate all violations currently issued by the Local Enforcement Agency (LEA) and shall be responsible for any and all future costs associated with addressing LEA related violations. At its expense, and upon signing this AGREEMENT, AUTHORITY shall remove all old tires from the public access easement.

4. Obligations, Responsibilities and Allowable Actions of CITY

A. Installation of Public Access Trail Improvements - At CITY'S cost and expense, CITY shall have the right to plan, construct, install, use, operate and maintain trail, and trail related improvements within the recorded trail corridor easement area. CITY's exercise of these rights shall be subject to AUTHORITY's review and approval.

B. CITY shall be responsible for maintaining its constructed public access facilities and improvements, other than fencing and gates, which AUTHORITY shall maintain.

C. Loop Trail Right of Way - CITY will confirm the loop trail Right of Way (ROW) and determine the best alignment for public use based on site conditions within the limits of its easement, including the future alignment. The CITY will review this ROW with the AUTHORITY for their input and the AUTHORITY will not unreasonably object to the recommendations. The City will install a 4 wire fence to separate trail users from the land fill. The CITY will be primarily responsible for preparing and recording all necessary documents, surveys, maps, etc. The CITY is responsible for compliance with CEQA, and all other necessary permits.

D. The City will develop a trail Operations and Management Plan consistent with the American Canyon Sanitary Landfill Post Closure Plan and subject to the review and approval of the Authority. A copy of such Operation and Management Plan is attached herein as Document 5. The plan will include the following elements;

- Mark and develop said trail within its corridor;
- Remove soil and make minor topographical changes;
- Improve surface drainage at the northern end of the loop trail near entrance to the loop trail at the culvert under Eucalyptus Road for the safety and visual improvement the public, subject to review and approval by the AUTHORITY;
- Post signs to mark the trail, and to prohibit smoking and trespassing;
- Take other appropriate actions to control, guide and promote the use of said trail by the public;

- Install gate(s), fencing, bridges, decks and overlooks, retaining walls and/or similar incidental structures;
- Install and manage vegetation to create shade or assist in surface water drainage;
- Provide entry landscape and irrigation improvements;
- Develop interpretive signage for educational purposes, and
- Place benches, picnic tables, trash receptacles, shade structures, decking and/or other site furnishings at select locations outside of roadway area.

The City Manager and the Authority Manager will periodically meet and discuss the adequacy of the plan and amend the Operation and Management Plan as necessary to meet the objectives of both the City and the Authority.

E. Trail Improvement Drawings, Review and Approval and Notification - The trail improvements constructed or installed by CITY pursuant to this Paragraph, and Paragraph 2 below if any, shall collectively be referred to as the "Trail Related Improvements." All trail improvements shall be shown on engineering drawings prepared by CITY and subject to the review and approval of AUTHORITY. Notwithstanding anything to the contrary herein, CITY shall be under no obligation to construct, install or develop the trail or the trail related improvements unless and until it has received all necessary and appropriate approvals and funds required to carry out the rights and obligations of CITY specified herein.

F. Approvals and Permits - CITY shall be responsible for all necessary approvals and permits for construction and execution of this AGREEMENT by the Parties, including specifically California Environmental Quality Act (CEQA) review and approval, and all needed building permits. CITY shall pay all costs and expenses associated with: (1) application for and receipt of any necessary local, state or federal permits or approvals required with respect to the development and maintenance of the Trails and Trail Related Improvements, except for the application to and approval of California Integrated Waste Management Board (CIWMB) which shall be AUTHORITY' responsibility;

G. Maintenance - CITY shall be responsible for maintaining all constructed trail related improvements, unless damaged by AUTHORITY during maintenance operations, wherein AUTHORITY will be responsible for repair or replacement.

H. Amendment to Closure Plan – Having reviewed the proposed public access trail corridor (the Project) and the need to amend the landfill's Closure Plan with staff from California Integrated Waste Management Board, the Parties fully anticipate that a categorical exemption will be utilized for the Project to comply with the California Environmental Quality Act (CEQA). Should the Project require additional environmental analysis, the Parties will have to meet and confer in order to equitably allocate the additional costs and expenses. Provided the aforementioned, the CITY shall be responsible for all costs associated with AUTHORITY's effort to amend the existing American Canyon Landfill Closure Plan.

5. Operational Issues

A. Operations and Management Plan - CITY shall operate and administer the Trail Corridor in accordance with an Operations and Management Plan, and said Management Plan can be amended without changing this AGREEMENT and is attached to this AGREEMENT (Attachment A).

The Operations and Management Plan will be subject to the review and approval of AUTHORITY. The Operation and Management Plan, when approved by the Parties, and any amendments thereto executed by the Parties, shall be deemed incorporated herein by reference as if set forth in full herein. Use of the Public Access Trail by the public shall be permitted only after said Operations and Management Plan is in place, and at the times and subject to such rules and regulations set forth in the plan.

In the event of any conflict(s) between the Agreement and the Management Plan, the provisions of the Agreement shall govern.

B. Ordinance –CITY shall be responsible for patrol and enforcement of provisions of the attached Operations and Management Plan, including the enforcement of all applicable laws and regulations of the City of American Canyon, Napa County, and the State of California.

C. Insurance - CITY will maintain property damage and commercial liability insurance in commercially reasonable amounts naming AUTHORITY as an additional insured, CITY shall provide AUTHORITY with a certificate of insurance verifying the same prior to commencement of use hereunder. It is understood and agreed that if CITY assigns its rights and obligations hereunder to another public agency, said agency might maintain self-insurance. AUTHORITY will also maintain property damage and commercial liability insurance in commercially reasonable amounts for the landfill property,

D. Motorized Vehicles - CITY shall permit no motorized vehicles on the Trail, except in connection with CITY'S construction, installation, maintenance, repair, and replacement of the Trail and Trail Related Improvements, as well as patrol of trail or as required by the Americans with Disabilities Act.

E. Buildings and Structures Prohibition - AUTHORITY shall not place or permit to be placed, any building or structure within the Trail Corridor, nor permit to be done, anything on the Trail Easement Property which may materially interfere with the full use and enjoyment by CITY and the public of the easements and rights granted hereunder.

F. Damage and Care - AUTHORITY shall take reasonable steps not to damage the trail surface and related public access improvements. In order to protect the health and safety of users of the Trails, AUTHORITY agrees not to use pesticides, herbicides or other hazardous materials within the Trail Corridor without prior written notice to CITY and except in compliance with all applicable laws.

G. Liens - CITY shall keep the property free and clear of any and all liens associated with its development, construction and maintenance of the Trails and Trail Related Improvements

6. Assignment of Interest

CITY may assign all or a portion of its rights, obligations and interests in this AGREEMENT, including those set forth in the Operation and Management Plan, to a third party approved by the AUTHORITY. Such third party may be the Napa County Regional Park and Open Space District which is authorized to hold interests in real property.

7. Resolution of Disputes

A. Good Faith Effort - The Parties shall make good faith efforts to promptly and directly resolve any disputes or claims related to this AGREEMENT. If a Party determines in good faith that the other Party is in material breach of the terms of this AGREEMENT, or that a material breach is threatened, said Party shall give written notice of such breach to the other Party, describing said breach and may demand corrective action sufficient to cure said breach. The breaching Party shall begin to cure said breach within forty-five (45) days after receipt of said notice, and diligently pursues said breach to completion.

If the Parties are unable to resolve a dispute or breach directly after using good faith efforts to do so as described above, then a Party may request that the matter be referred to a mediator. Within fourteen (14) days of a Party's request to mediate the dispute, the Parties will jointly select a mediator, which person will be an active California attorney or retired judge, and who will have had at least seven (7) years of experience in the subject matter of the dispute. The Parties will convene with the mediator within fourteen (14) days of selection, and use best efforts to resolve the dispute within thirty (30) days of selection.

The Parties shall initially share the cost of the mediator's fee. The non-prevailing party(ies) shall be responsible to reimburse the prevailing party of its initial share of the mediator's fee(s). All other mediation expenses will be paid for by the Party who incurred the expenses, including legal fees. The Parties agree to meet jointly at least two (2) times with said mediator, if necessary, to resolve the dispute.

B. Legal Action - If the Parties are unable to resolve the dispute by mediation as provided herein, either Party may thereafter commence an action at law or in equity in a court of competent jurisdiction to enforce the terms of this AGREEMENT, to enjoin the violation by injunction, to recover any damages for any loss of use of the Trails or damage or injury to Trail Related Improvements, and/ or damage to landfill facilities. This may require the reasonable restoration of the Trails and/or Trail Related Improvements to the condition that existed prior to any such injury, and the repair of

landfill facilities. The remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any action respecting enforcement of the terms of this AGREEMENT, the prevailing party shall receive from the other Party costs of suit, including, without limitation, attorneys' fees.

C. Venue.

The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

8. Indemnification

A. AUTHORITY agrees to indemnify, defend and hold harmless CITY, and its elected officials, officers, directors, employees, volunteers, trustees, agents, and contractors, and members of the public, successors and assigns of each of them (collectively the "CITY'S Indemnified Parties") from and against all claims, damages, losses, liabilities, causes of action and judgments, and all reasonable expenses incurred in investigating or resisting the same ("Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property as a direct result of the conditions of the AUTHORITY'S landfill, its use of the Trails and the Trail Related Improvements, unless and to the extent due to the negligence, gross negligence or willful misconduct of CITY or CITY'S Indemnified Parties; and (2) a breach of any obligation or covenant made by AUTHORITY under the AGREEMENT.

B. CITY agrees to indemnify, defend and hold harmless AUTHORITY and its employees, officers, directors, agents, and contractors, successors and assigns of each of them (collectively "AUTHORITY'S Indemnified Parties") from and against all Claims, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property occurring on or about the Property, if and to the extent caused by the negligence, gross negligence or willful misconduct of CITY or CITY'S Indemnified Parties; and (2) a breach of any obligation or covenant made by Grantee under this AGREEMENT.

C. None of the AGREEMENT provisions are to be construed as a waiver of the CITY'S or AUTHORITY'S rights and defenses under the Tort Claims Action (Gov. Code § 810, *et seq.*).

9. Miscellaneous

A. Entire Agreement - This AGREEMENT sets forth the entire AGREEMENT of the Parties with respect to the matters contained therein, and supersedes all prior discussions, negotiations, understandings, or AGREEMENTS relating thereto, all of which are merged therein. The Parties acknowledge the recitals are accurate, complete, and incorporated herein. No amendment of this AGREEMENT will be binding unless in writing and signed by the Parties. This AGREEMENT will be governed by and interpreted in accordance with the laws of the State of California. The Parties may record a notice making reference to the existence of this AGREEMENT in the official records of Napa County.

B. Severability - If any provision of this AGREEMENT or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions thereof, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

C. Successors - The covenants, representations, terms, conditions, and restrictions of this AGREEMENT shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors and assigns, and shall continue as covenants and servitudes running in perpetuity with the Property.

10. Future Conveyance

Each Party shall give written notice to the other Party of an anticipated transfer of its interest in the Property at least thirty (30) days prior to the date of such transfer. A Party's rights and obligations under this AGREEMENT shall not terminate upon a transfer or conveyance made in accordance with this paragraph of a Party's entire interest in this AGREEMENT, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

11. Notices

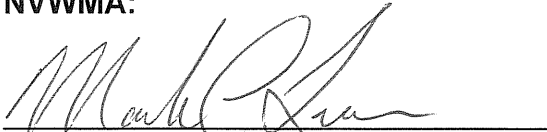
All notices required or authorized by this AGREEMENT shall be in writing and shall be delivered in person or by deposit in U.S. Mail, by certified mail, postage prepaid or return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following date of deposit, whichever is earlier. Changes may be made in the names and addresses of the person to who notices are to be given by giving notice pursuant to this Paragraph.

TO AUTHORITY: Manager
Napa-Vallejo Waste Management Authority
1195 Third Street, Room 101
Napa, CA 94559-3082

TO CITY: City Manager
City of American Canyon
4381 Broadway Street, Ste. 201
American Canyon, CA 94503

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

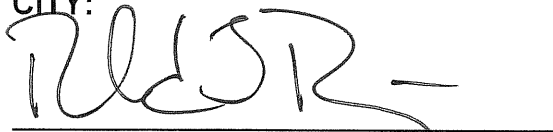
NVWMA:



MARK LUCE

VICE-Chair of the Board Of Directors
NVWMA

CITY:

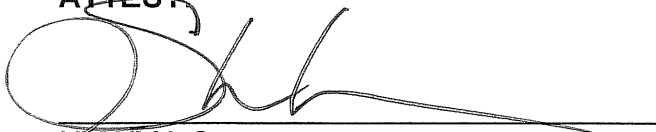


Richard J. Ramirez
City Manager
City of American Canyon

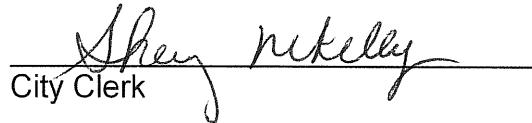
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Date: 12/15/09

ATTEST:

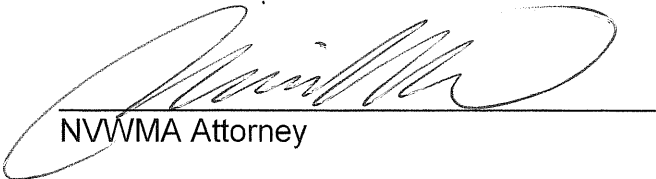


NVWMA Secretary

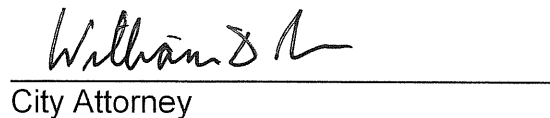


City Clerk

APPROVED AS TO FORM:



NVWMA Attorney



City Attorney

Documents Incorporated by Reference: