Recording requested by:
PLACER TITLE COMPANY

2024-0010286

Recorded
Official Records
County of
Napa
JOHN TUTEUR
Assessor-Recorder-Co.

12:50PM 22-Jul-2024

REC FEE 0.00

MW
Page 1 of 15

RECORDING REQUESTED AND WHEN RECORDED RETURN TO:

Napa County
Office of Napa County Counsel
1195 Third Street, Suite 301
Attn: Sheryl Bratton

The affected property is located in the City of Calistoga, County of Napa

No transfer tax is owed as no property is being conveyed or transferred as of the recordation of this instrument; the transferee or grantee is a public entity; and consideration is less than $100. (Rev. & Tax Code Sections 11911 & 11922)

Exempt from recording fees pursuant to Gov. Code Section 27383

HTX

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the "**Agreement**"), dated July 22, 2024, is entered into by and between CITY OF CALISTOGA, a general law city ("**Grantor**"), and NAPA COUNTY, a political subdivision of the State of California ("**Grantee**"). Grantor and Grantee may be referred to in this Agreement at times individually as a "**Party**" and collectively as the "**Parties**". The following Recitals are a material part of this Agreement:

RECITALS

A. As of the date of this Agreement, Grantor has purchased certain improved real property located in the City of Calistoga, County of Napa, which real property is more fully described on **Exhibit A** to this Agreement (the "**Property**"). The Property is a part of the land commonly known as the Napa County Fairgrounds and was sold to Grantor pursuant to that Napa County Agreement No. 240259B Purchase and Sale Agreement and Escrow Instructions, dated March 6, 2024, entered into by Grantee, as seller, and Grantor, as buyer (the "**Sales Contract**").

B. Pursuant to the Sales Contract, Grantor has agreed to and wishes to grant, and Grantee desires to receive and accept certain easements over the Property for (i) emergency response purposes and (ii) ingress and egress over and across the Property to accomplish the foregoing purpose, on the terms and conditions stated more fully below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements and covenants are hereby made:

1. PERPETUAL EASEMENTS IN GROSS. Grantor hereby grants to Grantee and its successor(s), the following perpetual easements in gross:

a. a non-exclusive easement on, in, over, and across the Property including any buildings and/or structures located thereon for emergency response purposes by Grantee and other governmental entities conducting the subject emergency response in partnership with Grantee (including federal, state, county, and city emergency personnel) upon the

(4)

declaration of any federal, state, county or other local disaster as such may occur from time to time, including, without limitation, the use of all or part of the Property for temporary staging of emergency personnel, vehicles and equipment; shelter and housing for emergency personnel and disaster victims; medical care and first aid; communication facilities; counseling services; financial assistance offices; and meals (the "**Emergency Response Easement**"). Each said use shall be entitled to be continued until a reasonable period after the cessation of the applicable disaster.

b. a non-exclusive easement of ingress and egress for the use of Grantee and other governmental entities conducting the subject emergency response in partnership with Grantee (including federal, state, county, and city emergency personnel) over and across those portions of the Property not improved with buildings or other structures (except to the extent the same are being used as part of the Emergency Response Easement) for vehicular and pedestrian access for the purpose of utilizing the easements set forth in and granted by subsection (a) above.

Said easements may be used by Grantee and other governmental entities conducting the subject emergency response in partnership with Grantee (including federal, state, county, and city emergency personnel) and their respective agents, employees, consultants, contractors, and similar permittees.

2. ALTERATIONS. Grantee and other governmental entities conducting the emergency response in partnership with the Grantee (including federal, state, county, and city emergency personnel) shall have the right, from time to time, to make improvements, modifications, and/or alterations to the Property, which are consistent with, or facilitate the use of, the Emergency Response Easement, provided that any such improvements, modifications, or alterations are of a temporary nature and will be removed, or caused to be removed, by Grantee after they are no longer needed after the cessation of the applicable disaster, and any damage to the Property caused by such improvements, modifications and/or alterations is repaired at no cost to Grantee.

3. CERTAIN RESERVED RIGHTS. Except as otherwise provided in this Agreement, the Grantor reserves the rights to use the Property as long such use does not materially and/or unreasonably interfere with the Grantee's easement rights under this Agreement.

4. INDEMNITY. Except as may be prohibited or limited by applicable law, (i) Grantee will be responsible for all costs required to repair damages to the Property and the improvements thereon caused by Grantee and/or other governmental entities conducting the emergency response in partnership with the Grantee, including all of their respective agents, employees, consultants, contractors, and similar permittees in the exercise of the rights granted under this Agreement, and (ii) Grantee shall indemnify, defend and hold Grantor harmless from and against any and all actual loss, cost, expense (including attorneys' fees), claims, demands, causes of action, liability, and damages arising from third-party claims against Grantor for personal injury or property damage (collectively, "**Claims**") that result from or arise out of the use of the easements granted under this Agreement by Grantee and/or other governmental entities conducting the emergency response in partnership with the Grantee, including all of their respective agents, employees, consultants, contractors, and similar permittees; provided, however, such indemnification and defense obligations shall not extend to any Claims to the extent caused by or arising from Grantor's negligence or willful misconduct, or that of any agent, representative, contractor or employee thereof.

5. INSURANCE. Grantee and other governmental entities conducting the emergency response in partnership with the Grantee shall cause all of their respective third-party agents, consultants, contractors (including subcontractors), and similar permittees who enter upon the Property for purposes of

conducting any emergency response (collectively "**Grantee's Agents**") shall have, and continue to have, the following insurance coverage in full force and effect as a condition of any entry or continued entry onto the Property or any portion thereof, and such insurance shall be maintained in full force and effect throughout the use the easement by the applicable Grantee's Agents:

a. Workers' Compensation Insurance. To the extent required by law, Grantee's Agents shall provide Workers' Compensation, including but not limited to, coverage for workers' compensation and employer's liability, and a waiver of subrogation.

b. Liability Insurance. The following liability insurance coverages, 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 satisfactory to Grantor's Risk Manager, or by a combination thereof:

    i. General Liability. Commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than One Million Dollars ($1,000,000) combined single limit per occurrence, issued by a company admitted to do business in the State of California, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of the insured party. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

    ii. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement of not less than One Million Dollars ($1,000,000) combined single limit per occurrence. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

c. Certificates of Coverage, Waiver of Subrogation and Additional Insureds. Insurance coverages referenced in 5a and 5b, above, shall be evidenced by one or more certificates of coverage and copies of applicable endorsements or, with the consent of Grantor's Risk Manager, demonstrated by other evidence of coverage acceptable to Grantor's Risk Manager, which shall be delivered by Grantee or Grantee's Agents to Grantor prior to each of Grantee's Agents' entry onto the Property, or any one of them (and anytime thereafter as may be reasonably requested by Grantor).

    i. The certificate(s) or other evidence of coverage shall reference this Agreement by its number or title; shall be kept current during the term of this Agreement; shall provide that, if such coverage is reasonably obtainable in the geographic area where the Property is located, Grantor shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; 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.

ii. For the commercial general liability insurance coverage referenced in 5bi. and, for the comprehensive automobile liability insurance coverage referenced in 5bii. where the vehicles are covered by a commercial policy rather than a personal policy, Grantee's Agents shall also deliver to Grantor with the evidence of coverage an endorsement from the insurance provider naming Grantor and its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Grantee's Agents shall deliver to Grantor with the evidence of coverage an endorsement waiving subrogation. All liability policies required by this Agreement shall be occurrence based policies.

iii. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Grantee's Agents not covered by this Easement, then the limits in the applicable certificate relating to the additional insured coverage of Grantor shall pertain only to liability for activities of Grantee's Agents under this Agreement, and that the insurance provided is primary coverage to Grantor with respect to any insurance or self-insurance programs maintained by Grantor.

iv. Upon request by Grantor's Risk Manager, Grantee's Agents shall provide or arrange for the insurer to provide within thirty (30) days of the request, copies of the actual insurance policies or relevant portions thereof.

d. Minimum Limits Not Precluding Additional Coverage. No minimum limits of coverage set forth above shall serve to preclude the application of any coverage in excess of the same, and insurance provided by Grantee's Agents shall be deemed to be primary and non-contributory with any insurance or self-insurance programs maintained by Grantor.

e. Deductibles / Retentions. Any deductibles or self-insured retentions for policies of Grantee's Agents shall be disclosed to Grantor's Risk Manager.

f. Inclusion in Subcontracts. Grantee agrees and acknowledges that the above-referenced liability and Workers' Compensation insurance requirements shall apply to all subcontractors and any other third-party permittee who is involved in providing services under this Agreement involving any entry onto the Property, or any portion thereof, and Grantee shall require compliance of said persons or entities with such insurance requirements set forth in this Section 5.

6. FEE PAYMENTS. To the extent that any governmental entities and/or their respective permittees conducting the emergency response in partnership with Grantee pay any rent or other fees for use of the Property for emergency purposes, all such rent and/or fees shall be paid to the Grantor, not the Grantee.

7. TERM OF THE AGREEMENT; RUNNING OF BENEFITS. This Agreement and the term of all easements granted herein shall be perpetual. All provisions of this Agreement including the benefits and burdens, are binding upon and inure to the benefit of the heirs, permitted assigns, successors, licensees, invitees, successors, tenants, and subtenants of the Parties until such time, if any, that both Parties agree in writing to mutually terminate the easements set forth herein.

8. ENFORCEMENT. Either Party shall be entitled to enforce their respective rights under this Agreement through injunctive or equitable relief.

9. NOTICES. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed given and effective: (i) on the date of delivery if served personally on the Party to whom notice is to be given or, unless otherwise specifically provided or required by this Agreement; (ii) if sent by overnight delivery, such as by Federal Express, on the date said notice or other writing is delivered or on which delivery is refused; (iii) five (5) business days after mailing by first class, registered or certified mail, postage prepaid; or (iv) if by electronic mail, on the date sent, and properly addressed as follows:

Grantee's Address:	Napa County County Executive Office 1195 Third Street, Suite 319 Napa, California 94559 Attention: Ryan Alsop / County CEO Email: ryan.alsop@countyofnapa.org
With a copy to:	Napa County Office of Napa County Counsel 1195 Third Street, Suite 301 Attention: Sheryl Bratton / County Counsel Email: sheryl.bratton@countyofnapa.org
Grantor's Address:	City of Calistoga 1232 Washington St. Calistoga, CA 94515 Attention: City Manager Email: lsnideman@ci.calistoga.ca.us
With a copy sent to:	City Attorney Burke, Williams & Sorensen, LLP 1999 Harrison Street, Suite 1650 Oakland, CA 94612 Attn: Michelle Marchetta Kenyon Email: mkenyon@bwslaw.com

Either Party may provide written notice of a change of address in accordance with the above.

10. MISCELLANEOUS.

a. No Assignment. Grantee may not assign the easements and other rights granted to it under this Agreement to any other party or entity.

b. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto pertaining to its subject matter.

c. Headings. The section headings and captions used in this Agreement are inserted herein for convenience of reference only and are not to be considered in the construction of the provisions hereof and shall not in any way limit the scope or modify the substance or context of any section or paragraph

hereof. In the event of any ambiguity in this Agreement, this Agreement shall not be construed against either Party based on the drafter hereof.

d. Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

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

GRANTOR:	**CITY OF CALISTOGA** By: _____ Name: Laura Snideman Its: City Manager Date: July 18, 2024
	APPROVED AS TO FORM: City Attorney: By: _____ Name: Michelle Marchetta Kenyon Date: July 18, 2024
GRANTEE:	**NAPA COUNTY**, a political subdivision of the State of California By: _____ Joelle Gallagher, Chair of the Board of Supervisors APPROVED AS TO FORM: Office of County Counsel By: _____ Sheryl L. Bratton County Counsel

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 July 18, 2024 before me, Melissa A. Velasquez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Laura Snideman
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.

MELISSA A. VELASQUEZ
Notary Public - California
Napa County
Commission # 2430038
My Comm. Expires Dec 10, 2026

Signature _____
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: Laura Snideman	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☒ Other: City Manager	☐ Other:
Signer Is Representing: City of Calistoga	Signer Is Representing:

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

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GRANTEE:	**NAPA COUNTY**, a political subdivision of the State of California By: _____ Joelle Gallagher, Chair of the Board of Supervisors APPROVED AS TO FORM: Office of County Counsel By: _____ Sheryl L. Bratton County Counsel

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} ss.

On July 17, 2024, before me, Greg S. Morgan, Notary Public, personally appeared Joelle Gallagher, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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

GREG S. MORGAN
Commission #2463952
Notary Public – California
Napa County
My Commission Expires October 20, 2027
Work Phone: 707-299-1515

PNS1
GREG S. MORGAN
COMMISSION #2463952
Notary Public - California
NAPA COUNTY
MY COMMISSION EXPIRES
October 20, 2027
PNS1

	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS ON: Date: January 23, 2024 Resolution No.: 2024-10 Processed By: Paulette Cooper Deputy Clerk of the Board ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: Neha Hoskins

SEAL AFFIXED

EXHIBIT A

THE PROPERTY
LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Napa, City of Calistoga, and is more particularly described as follows:

TRACT ONE:
Commencing at the most Northerly corner of the 15.62 acre tract of land described in deed to P. Rubbattino et al recorded October 13, 1916, in Book 116 of Deeds, at page 114, said Napa County Records; thence from said point of beginning S 29° 45' W, along the westerly line of said Tract 320.00 feet to the true point of beginning; thence from said true point of beginning S 59° 45' E 554.30 feet; thence N 29° 50' E 320.00 feet to the northerly line of Lot 35 as shown on the map entitled, "Map of Calistoga Lands, as surveyed in 1871 and Subdivided in part in 1876" filed April 20, 1877, Napa County Records; thence S 59° 45' E along said northerly line, 80.00 feet to the westerly line of the Napa County Fair Grounds, described in deed of record in Book 130 of Official Records at page 215, Napa County Records; thence S 29° 50' W along said westerly line 1715.61 feet to the center of the Napa River; thence along the center of the Napa River the following courses and distances, N 68° 38' 02" W 158.57 feet; thence N 75° 11' 37" W 75.66 feet; thence N 62° 51' 48" W 201.27 feet; thence N 57° 03' 10" W 201.52 feet to the westerly line of said 15.62 acre tract; thence continuing northwesterly along the center of the Napa River to the center of Musgrove Creek; thence northerly along the center of Musgrove Creek to a point on a line which bears N 84° 15' 03" W from a point which lies S 29° 42' 44" W 80.11 feet from the most easterly corner of Lot 28 as shown on the "Final Map of Fairway Vista" recorded in Book 15 of Record Maps at Pages 4 and 5, Napa County Records; thence S 84° 15' 03" E to the southeasterly line of said Lot 28; thence N 29° 42' 44" E along the southeasterly line of Fairway Vista 1164.46 more or less to the point of beginning.

APN: 011-481-022 and 011-140-006

TRACT TWO:

PARCEL ONE:
Lots numbered 31, 32, 33, 34 and the East one-half of Lot 35 as the said lots are laid down and delineated upon a certain map entitled "Map of Calistoga Lands, as Surveyed in 1871 and Subdivided In Part In 1876" filed April 20,1877 in the office of the County Recorder of said Napa County.

Excepting therefrom the following:

(a) All that portion of said Lots 31, 32 and 33 which lies southeasterly of the northeasterly extension of the southeasterly line of said Lot 34.
(b) 6.71 acres of land, more or less, of said Lot numbered 34, heretofore conveyed by Susan J. McFarling to F.M. Crumley by deed of record in Volume 98 of Deeds at page 46, Napa County Records.
(c) 11.38 acres of land, more or less, of said Lot numbered 35, heretofore conveyed by Susan J McFarling to Francis M. Crumley by deed of record Volume 112 of Deeds at page 94, Napa County Records.

APN: 011-140-007 (ptn.)

PARCEL TWO:
Commencing at the most eastern corner of that certain parcel of land described in the deed of John B Logvy et ux of record in Book 161 of Official Records, page 306, said Napa County Records, and running thence along the northerly boundary thereof, North 59° 45' West, 615.78 feet and South 30° 15' West, 103.62 feet to a corner of said parcel: thence continuing South 30° 15' West 21.38 feet; thence South 59° 45' East 615.78 feet to a point on the northwesterly line of Oak Street; and thence North 30° 15' East and along said last mentioned line 125.00 feet to the point of beginning.

APN: 011-140-007 (ptn.)

PARCEL THREE:
Beginning at the point formed by the intersection of the Westerly line of the city street known as "Oak Street" with the northerly line of the city street known as "Washington Street," thence from said point of beginning along said northerly line N 59° 45' W 330.00 feet to the point of commencement; thence from said point of commencement along said northerly line N 59° 45' W 234.96 feet; thence S 30°15' W 113.60 feet to the centerline of the Napa River, thence along said centerline the following courses and distances: N 63° 00' W 150.40 feet, N 69° 00' W 189.00 feet; N 48° 30' W 220.00 feet; and N 66° 45' W 207.00 feet to the southeast corner of the tract of land conveyed to the County of Napa, California in deed of record in Volume 548, at Page 14, Official Records; thence along the easterly line of said tract of land N 30° 15' E 717.50 feet to the southwest corner of the tract of land conveyed to the County of Napa, California in deed of record in Volume 130, Page 215, Official Records, thence along the Southerly line of said tract S 59° 08' E 484.38 feet; and S 16° 06' E 306.16 feet; thence leaving said southerly line S 31° 10' W 21.38 feet to the southwest corner of the parcel of land conveyed to the County of Napa, California in deed of record in Volume 746 at Page 370, Official Records; thence along the southerly line of said parcel S 59°45' E 617.55 feet to the westerly line of the City street known as "Oak Street," thence along said westerly line S 30°15' W 202.28 feet; thence N 59° 06' W 330.02 feet; thence S 30°15' W 146.25 feet to the point of commencement.

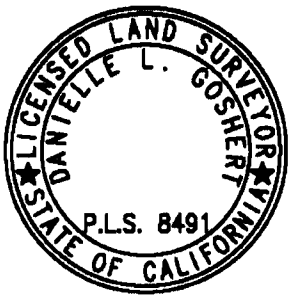
Excepting therefrom the following:

A portion of Parcel B as shown on Map No. 2762, recorded on April 12, 1976, in Book 19 of Surveys at Page 70, Napa County Records, and is more particularly described as follows:

Beginning at a point on the northwestern right of way line of Oak Street at the easternmost corner of Parcel A as shown on said map; thence along the southeastern line of said Parcel B, North 30°15'00" East, 23.00 feet; thence leaving said southeastern line, parallel with and 23.0 feet distant from the northeastern line of said Parcel A, as measured perpendicular thereto, North 59°06'00" West, 602.98 feet to a point; thence South 30°15'00" West, 172.35 feet to a point, said point being on the prolongation of the northeastern line of Washington Street as shown on said map; thence South 59°45'00" East along said prolongation and said northeastern line 272.94 feet to the westernmost corner of said Parcel A; thence along the northwestern line of said Parcel A North 30°15'00" East, 146.25 feet to the northernmost corner thereof; thence along the northeastern line of said Parcel A South 59°06'00" East, 330.02 feet to the Point of Beginning.

APN: 011-140-055 (ptn.)

END OF DESCRIPTION



Prepared by Danielle L. Goshert, PLS 8491
County Surveyor, Napa County, California
July 2, 2024

CERTIFICATE OF ACCEPTANCE

[PER GOVERNMENT CODE SECTION 27281]

This is to certify that the interest in real property conveyed by the easement deed dated July 22, 2024 from the City of Calistoga to Napa County, a political subdivision of the State of California (hereinafter "grantee"), is hereby accepted by order of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on January 23, 2024 (Resolution No. 24-10) and the grantee consents to recordation thereof by its duly authorized officer.

GRANTEE:	**NAPA COUNTY**, a political subdivision of the State of California By: _____ Joelle Gallagher, Chair of the Board of Supervisors APPROVED AS TO FORM: Office of County Counsel By: _____ County Counsel ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____