2011-0022920

Recorded Official Records County of Napa JOHN TUTEUR Assessor-Recorder-Cou | REC FEE 0.00 | CC1 ONE CONFORM 1.00 | LS | 03:03PM 30-Sep-2011 | Page 1 of 30

RECORDING REQUESTED BY

STATE OF CALIFORNIA
AND WHEN RECORDED MAIL TO

Name MATT B. KEEFE
TRANSACTION REVIEW UNIT
STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
Street Address 707 3RD ST. 5TH FLOOR
City, State, Zip WEST SACRAMENTO, CA 95605

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THIS PAGE IS TO BE ATTACHED TO THE FOLLOWING DOCUMENT:

AGREEMENT AND GRANT OF EASEMENT
RECYCLED WATER PIPELINE

BETWEEN THE FOLLOWING:

THE STATE OF CALIFORNIA, acting by and through its Director of General Services, with the approval of the Department of Mental Health (DMH), herein called Grantor or State

And

THE NAPA SANITATION DISTRICT, hereinafter called Grantee

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION (EXHIBIT "A", IN ITS ENTIRITY) AND PLAT (EXHIBIT "A-1", SHEET 5 OF 5).

RECORDING REQUESTED BY

STATE OF CALIFORNIA

WHEN RECORDED MAIL TO

Matt B. Keefe
Transaction Review Unit
State of California
Department of General Services
707 3rd Street, 5th Floor
West Sacramento, CA 95605

2011-0001188
Recorded Official Records County of Napa JOHN TUTEUR Assessor-Recorder-Cou
REC FEE 0.00
EV
02:48PM 13-Jan-2011 Page 1 of 25

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES
PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY
TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT AND GRANT OF EASEMENT

Agency: Department of Mental Health
Project: Napa State Hospital Project
File:

RECYCLED WATER PIPELINE

THIS AGREEMENT AND GRANT OF EASEMENT is made and entered into by and between the STATE OF CALIFORNIA, acting by and through its Director of the Department of General Services, with the approval of Department of Mental Health (DMH), hereinafter called Grantor or State, and the Napa Sanitation District hereinafter called Grantee.

State, pursuant to the provisions of Section 14666 of the Government Code of the State of California, hereby grants unto Grantee, its successors and assigns forever, a non-exclusive easement to locate, relocate, construct, alter, use, maintain, inspect, repair and remove an underground recycled water pipeline, together with appurtenant valves and other facilities, over, on, under and across that certain real property in the County of Napa, State of California as described in the attached Exhibit "A", consisting of two (2) pages and by this reference made a part hereof, and further shown on the attached Exhibit "A-1", consisting of (5) five pages and by this reference made a part hereof, and further shown on the attached Exhibit "A-2", consisting of (1) one page and by this reference made a part hereof.

THE PROVISIONS ON THE REVERSE SIDE HEREOF AND EXHIBIT B CONSTITUTE A PART OF THIS AGREEMENT.

Dated JANUARY 4, 2011

STATE OF CALIFORNIA
Department of General Services

By: James S. Martin
Title: CHIEF, REAL PROPERTY SERVICES
JAMES S. MARTIN

APPROVED: Department of Mental Health

By: Stanley C. Segovia
Title: Chief Deputy Director

GRANTEE:
Napa Sanitation District

By: Jill Techel
Title: Chair of the Board of Directors
JILL TECHEL

APPROVED AS TO LEGAL SUFFICIENCY:

By:
Title: Counsel for The Napa Sanitation District

PROVIDED, this Grant of Easement is subject to the following terms and conditions and those terms and conditions contained in Exhibit B:

1. Grantor and Grantee recognize that the use of recycled water for landscape and agricultural uses by Grantor and the other customers of Grantee reduces the consumption of potable water and that this is a broad public benefit. In addition, there are other benefits to Grantor by the rights it has pursuant to this Agrement; therefore, this Grant shall be made at no charge to the Grantee. The recycled water pipeline allowed under this easement shall not exceed a size of 24 inches.

2. Grantee at its sole cost and expense shall provide Grantor with connections and meters on the 24-inch recycled water pipeline at the locations and in the quantity mutually agreed upon to meet the projected state usage.

3. Grantee agrees and warrants that the DMH and any successors or assigns of Grantor will be charged no more than the base rate charged to every other customer served by the recycled water pipeline installed pursuant to this Agreement. Furthermore, Grantor shall pay no "revenue makeup" or other fee or charge to the City of Napa for moving from potable water to recycled water.

4. Grantor will, at its sole cost and expense, provide the infrastructure needed for Grantor to connect to the recycled water pipeline. Grantee at its sole cost and expense will be responsible for the pipelines, valves, meters and other appurtances necessary for this system.

5. This Grant is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said real property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.

6. To the extent permitted by law, and subject to requirements of Government Code sections 895, et. seq. each party hereto agrees to protect, indemnify, defend and hold harmless the other party and its directors, officers, employees, agents, successors and assigns from and against any and all actual or potential claims, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including without limitation reasonable attorneys' fees and costs and all foreseeable, unforeseeable and consequential damages) asserted against, resulting to, imposed upon or incurred by said other party by reason of the first party's breach of any provisions of this Agreement or the RWQCB Order 96-011. This indemnification shall survive the termination of this Agreement.

7. State reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder.

8. State reserves the right to require Grantee, at State expense, to remove and relocate all improvements placed by Grantee upon said real property, upon determination by State that the same interfere with future development of State's property. State and Grantee shall work together to minimize the number and duration of interruptions made necessary by the relocation of Grantee's improvements. State shall furnish Grantee with an easement in the new location, on the same terms and conditions as herein stated, all without cost to Grantee, and Grantee thereupon shall reconvey to State the easement herein granted. If Grantee will be unable to remove and relocate the improvements within eighteen months after State's written demand, State may accomplish the work itself.

9. Construction of the recycled water pipeline shall be completed within three years of the recordation of this document. If, following completion of the recycled water pipeline, the Grantee fails to use this Easement for the purposes herein granted for a continuous period of eighteen months, this Easement shall terminate. The term "fails to use this Easement for the purposes herein granted"

shall be defined as Grantee failing to make recycled water available to Grantor or other recycled water users. Upon termination, Grantee shall forthwith upon service of written demand, deliver to State, at no cost to State, a Quitclaim Deed to its right, title and interest hereunder. Should Grantee fail or refuse to deliver said Quitclaim Deed, State may record, in the Recorder's Office of the County in which said real property is located, a written notice reciting said failure, and such recordation shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence of such termination against Grantee. Grantee shall, upon State request, without cost to State, and within ninety (90) days from said State request, remove all property placed by or for Grantee upon said real property and restore said premises as nearly as possible to the same condition as they were prior to the execution of this Easement. In the event Grantee should fail to restore the premises in accordance with such request, State may do so at the risk of Grantee, and all costs of such removal and restoration shall be paid by Grantee upon demand.

10. In making any excavation on said property of State, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable. Grantee shall inspect the easement area prior to any excavation, and be responsible at their sole cost for the relocation of existing utility lines or repair of damage caused by Grantees use of the easement.

11. Grantee understands that said Easement is upon the Napa State Hospital and Grantee agrees to abide by certain regulations and restrictions concerning Grantee's access to said Easement:

    a. Prior to any entry upon said land to perform major construction activity other than normal maintenance on the Easement, Grantee shall notify State 48 hours prior to commencement, by written or oral notice to the Director of the Napa State Hospital Director or designee of the duration of said construction.

    b. Grantee shall not consent to the use of this Easement by members of the public without approval of State.

    c. Access rights granted by this Easement may be restricted by said authorities in charge in the event that turmoil or emergency conditions are occurring at the Napa State Hospital.

    d. Grantee shall perfom all construction and maintenance activities so as to maintain continuous vehicular ingress and egress for state's property on which this easement is located.

12. Grantee shall comply with the mitigation measures adopted for this project pursuant to the adopted Mitigated Negative Declaration, adopted on January 7, 2004 (SCN: 2003112118).

13. Grantee shall have sole responsibility for obtaining all city and county authorizations necessary to enjoy this Easement. State agrees to provide such reasonable cooperation, subject to reimbursement by Grantee of State's administrative expenses, as may be deemed appropriate by State to enable Grantee to implement and exercise the rights granted herein.

14. Grantee and Grantor recognize that it may not be feasible to establish a damage remedy due to the unique nature of this Agreement and that termination also may not be a feasible remedy. Therefore either party has the right to compel specific performance of the covenants and conditions of this agreement and the prevailing party shall be entitled to all its costs, including attorneys fees, courts costs, expert costs, and costs of adiminstrative staff and inhouse legal counsel to pursue any claims.

STATE OF CALIFORNIA,

County of Yolo } SS.

On January 4, 2011 (Date), before me, Kimberley Tsumura, Notary Public

personally appeared James S. Martin ~~~

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose names(~~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.

FOR NOTARY SEAL OR STAMP

KIMBERLEY TSUMURA
Commission # 1749973
Notary Public - California
Yolo County
My Comm. Expires Jun 30, 2011

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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: Agreement and Grant of Easement – Napa SH Recycled Water Pipeline

Document Date: January 4, 2011 Number of Pages: 3 + Exhibits

Signer(s) Other Than Names Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
- ☐ Individual
- ☐ Corporate Officer – Title(s):
- ☐ Partner – ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator

Signer's Name:
- ☐ Individual
- ☐ Corporate Officer – Title(s):
- ☐ Partner – ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Napa }

On 9/15/10 (Date) before me, Cheryl P. Schuh, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Jill Techel (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 Cheryl P. Schuh (Signature of Notary Public)

CHERYL P. SCHUH
Commission # 1708533
Notary Public - California
Napa County
My Comm. Expires Dec 24, 2010

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement and Grant of Easement

Document Date: 9/15/10 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jill Techel

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: Chair

Signer Is Representing: Napa Sanitation District

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ILLEGIBLE NOTARY SEAL DECLARATION
(GC 27361.7 and CCP 2015.5)

The notary seal on the document to which this statement is attached reads as follows:

Name of Notary CHERYL P. SCHUH

Date Commission Expires DEC 24, 2010

County of Commission NAPA COUNTY

Commission Number 1708533

"I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct."

Today's Date JAN 13, 2011

Signature of Declarant:

ANDREW DAMRON
Printed Name

(Updated 2/7/02)

SIGNATURE PAGE FOR THE RE-RECORDING OF THE AGREEMENT AND GRANT OF EASEMENT.

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES

BY: _____ 9-26-11
JAMES S. MARTIN
TITLE: CHIEF, REAL PROPERTY SERVICES

APPROVED: DEPARTMENT OF MENTAL HEALTH

BY: _____

TITLE: CHIEF DEPUTY DIRECTOR

GRANTEE:
NAPA SANITATION DISTRICT

BY: _____
JILL TECHEL
TITLE: CHAIR OF THE BOARD OF DIRECTORS

APPROVED AS TO LEGAL SUFFICIENCY

BY: _____
JOHN BAKKER
TITLE: COUNSEL FOR THE NAPA NAPA SANITATION DISTRICT

STATE OF CALIFORNIA,

County of Yolo } SS.

On September 26, 2011 (Date), before me, NaTonya Forbes, Notary Public

personally appeared James S. Martin

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

FOR NOTARY SEAL OR STAMP

NA TONYA FORBES
Commission # 1889687
Notary Public - California
Yolo County
My Comm. Expires Jun 13, 2014

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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: Agreement and Grant of Easement Recycled Water Pipeline

Document Date: September 26, 2011 Number of Pages: 2 plus 3 page exhibit

Signer(s) Other Than Names Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
- ☐ Individual
- ☐ Corporate Officer – Title(s):
- ☐ Partner – ☐ Limited ☑ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator

Signer's Name:
- ☐ Individual
- ☐ Corporate Officer – Title(s):
- ☐ Partner – ☐ Limited ☑ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator

ACKNOWLEDGMENT

State of California
County of Napa)

On Sept. 15, 2011 before me, Lisa Blackmon
(insert name and title of the officer)

personally appeared Jill Techel,
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.

LISA BLACKMON
Commission # 1949487
Notary Public - California
Napa County
My Comm. Expires Aug 25, 2015

Signature Lisa Blackmon (Seal)

EXHIBIT 'A'

Certain real property situate in the County of Napa, State of California, being portions of the lands of the State of California commonly known as Napa State Hospital, said portions being particularly described as follows:

PARCEL ONE (20 foot Reclaimed Water Line Easement) (Permanent Easement)

A strip of land of the uniform width of twenty (20) feet, the center-line of which is more particularly described as follows:

BEGINNING for reference at the point of commencement of the 3.41 acres more or less parcel described in the Grant Deed to the State of California recorded May 26, 1944 in Book 212 at Page 179, Official Records of Napa County, California; thence South 83° 57' 36" East along the northern line of said 3.41 acres more or less parcel (described as South 83° 59' East in said grant deed), 80.09 feet to the northeastern corner of said parcel said point also being on the eastern right-of-way line of State Highway No. 221 (described as road IV-Nap-8-B in said grant deed); thence North 9° 42' 37" West along said eastern right-of-way line, 1248.16 feet to the True Point of Commencement of the parcel of land described herein, said True Point of Commencement being also located at coordinates Y=1861488.80 feet and X=6483479.54 feet on the California Coordinate System of 1983, Zone II; thence leaving said eastern right-of-way line North 68°34'02" East, 111.70 feet; thence North 86°49'29" East, 151.69 feet; thence North 41°49'29" East, 21.08 feet; thence North 03°10'31" West, 921.09 feet; thence North 52°49'29" East, 162.28 feet; thence North 00°11'05" West, 449.49 feet; thence along a non tangent curve to the left, from a radial line that bears South 90°00'00" East, having a radius of 1200.00 feet through a central angle of 5°42'44" an arc length of 119.64 feet to a point of reverse curvature; thence along a tangent curve to the right having a radius of 1200.00 feet through a central angle of 9°31'39" an arc length of 199.55 feet; thence North 03°48'55" East, 52.73 feet; thence North 05°48'55" East , 279.16 feet; thence North 50°48'55" East, 19.60 feet; thence South 84°11'05" East, 107.24 feet; thence North 48°48'55" East, 44.40 feet; thence North 03°48'55" East, 242.65 feet; thence North 48°27'27" East, 31.31 feet; thence South 86°54'01" East, 1276.76 feet; thence North 48°04'43" East, 12.07 feet; thence South 86°47'00" East, 546.72 feet to the Point of Terminus.

The herein described strip of land shall be bounded at its commencement by said eastern right-of-way line of State Highway No. 221.

Contains 2.18 acres more or less.

See Exhibit A-1 (attached and made a part hereto)

Bearings used in the above descriptions are based on the California Coordinate System of 1983, Zone II, and distances are grid distances. Multiply distances by 0.999981 to obtain ground distances.

This real property description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.

Signature _____

Helmut R. Korstick
Licensed Land Surveyor (PLS 7739)

EXHIBIT 'A'

Certain real property situate in the County of Napa, State of California, being portions of the lands of the State of California commonly known as Napa State Hospital, said portions being particularly described as follows:

PARCEL ONE (20 foot Reclaimed Water Line Easement) (Permanent Easement)

A strip of land of the uniform width of twenty (20) feet, the center-line of which is more particularly described as follows:

BEGINNING for reference at the point of commencement of the 3.41 acres more or less parcel described in the Grant Deed to the State of California recorded May 26, 1944 in Book 212 at Page 179, Official Records of Napa County, California; thence South 83° 57' 36" East along the northern line of said 3.41 acres more or less parcel (described as South 83° 59' East in said grant deed), 80.09 feet to the northeastern corner of said parcel said point also being on the eastern right-of-way line of State Highway No. 221 (described as road IV-Nap-8-B in said grant deed); thence North 9° 42' 37" West along said eastern right-of-way line, 1248.16 feet to the True Point of Commencement of the parcel of land described herein, said True Point of Commencement being also located at coordinates Y=1861488.80 feet and X=6483479.54 feet on the California Coordinate System of 1983, Zone II; thence leaving said eastern right-of-way line North 68°34'02" East, 111.70 feet; thence North 86°49'29" East, 151.69 feet; thence North 41°49'29" East, 21.08 feet; thence North 03°10'31" West, 921.09 feet; thence North 52°49'29" East, 162.28 feet; thence North 00°11'05" West, 449.49 feet; thence along a non tangent curve to the left, from a radial line that bears South 90°00'00" East, having a radius of 1200.00 feet through a central angle of 5°42'44" an arc length of 119.64 feet to a point of reverse curvature; thence along a tangent curve to the right having a radius of 1200.00 feet through a central angle of 9°31'39" an arc length of 199.55 feet; thence North 03°48'55" East, 52.73 feet; thence North 05°48'55" East , 279.16 feet; thence North 50°48'55" East, 19.60 feet; thence South 84°11'05" East, 107.24 feet; thence North 48°48'55" East, 44.40 feet; thence North 03°48'55" East, 242.65 feet; thence North 48°27'27" East, 31.31 feet; thence South 86°54'01" East, 1276.76 feet; thence North 48°04'43" East, 12.07 feet; thence South 86°47'00" East, 281.36 feet; thence North 48° 13' 00" East, 29.06' to the point of terminus at Southern Right of Line of Imola Avenue;
the sidelines to be shortened or lengthened to intersect Southern Right of Way Line of Imola Avenue.

The herein described strip of land shall be bounded at its commencement by said eastern right-of-way line of State Highway No. 221 and terminating at Southern right of line of Imola Avenue.
Containing 2.07 acres more or less.

PARCEL TWO (Reclaimed Water Meter Easement) (Permanent Easement)
Certain real property situate in the County of Napa, State of California, being portions of the lands of the State of California commonly known as Napa State Hospital, said portions being particularly described as follows:

COMMENCING at the point of terminus on the centerline intersection of Parcel One 20 feet strip easement and Southern right of way line of Imola Ave, Easterly along said right of way line a distance of 183.92 feet to **TRUE POINT OF BEGINNING**; thence along said right of way line, 25.00 feet; thence South 03° 02'40" West, 31.00 feet; thence North 86° 57'20" West, 25.00 feet; thence North 03° 02'40" East to the TRUE POINT OF BEGINNING.

Containing 775 sq. ft. more or less.

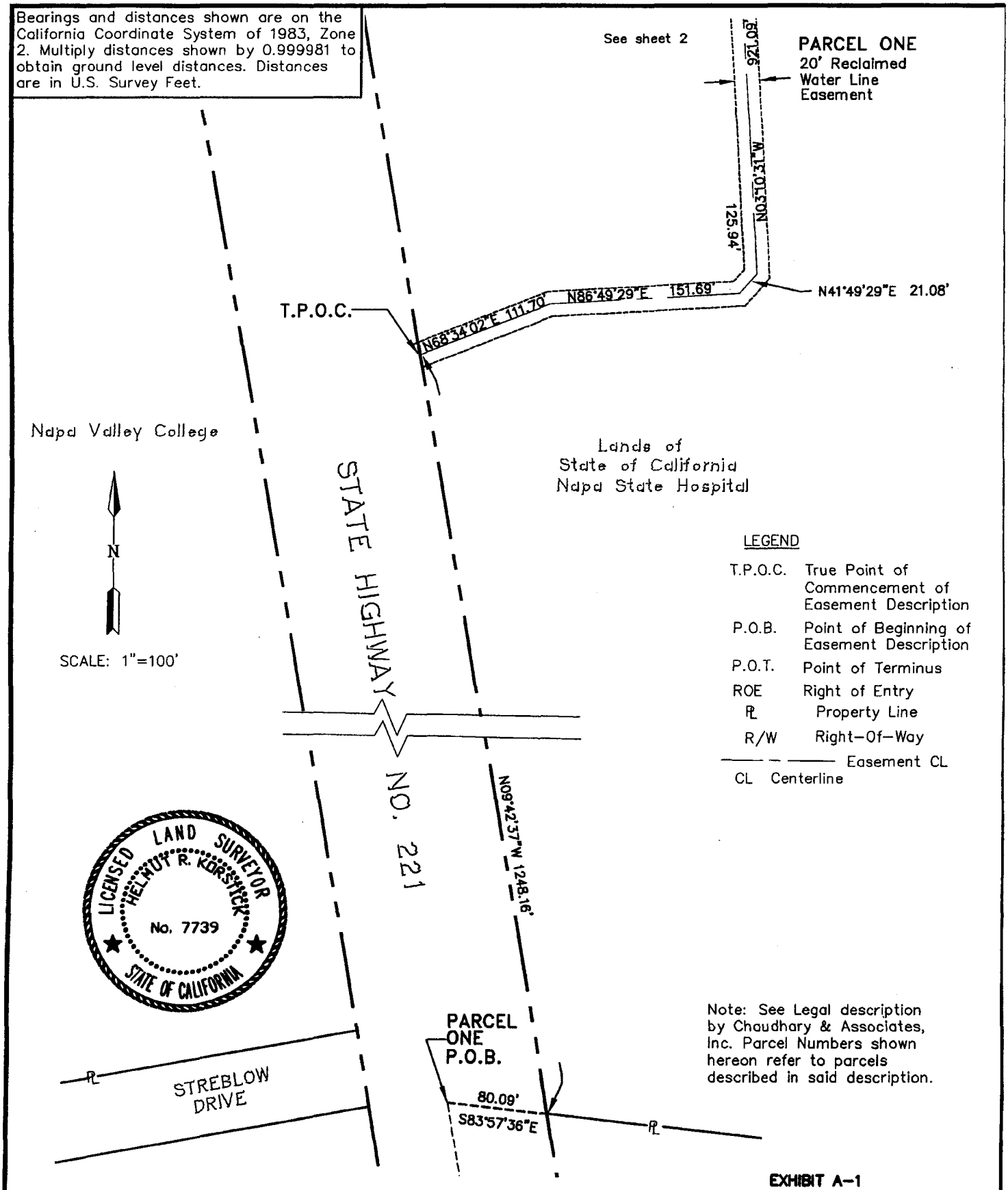
See Exhibit A-1 (attached and made a part hereto)

Bearings used in the above descriptions are based on the California Coordinate System of 1983, Zone II, and distances are grid distances. Multiply distances by 0.999981 to obtain ground distances.

This real property description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.

Signature _____

Helmut R. Korstick
Licensed Land Surveyor (PLS 7739)



CHAUDHARY & ASSOCIATES, INC.
ENGINEERS SURVEYORS INSPECTORS
851 NAPA VALLEY CORPORATE WAY, SUITE G
NAPA, CALIFORNIA 94558
Tel: (707) 255-2729 FAX: (707) 255-8011 WWW.CHAUDHARY.COM
2003\03040\3-BC-NSD-NSH\05EX\03013-10-20-2010-HRK.dwg

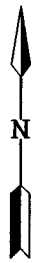
EXHIBIT A-1

PLAT OF

Permanent Reclaimed Water Line Easement on Lands of State of California, Napa, California

Bearings and distances shown are on the California Coordinate System of 1983, Zone 2. Multiply distances shown by 0.999981 to obtain ground level distances. Distances are in U.S. Survey Feet.

See sheet 3



SCALE: 1"=100'

STATE HIGHWAY NO. 221

Lands of
State of California
Napa State Hospital

N00°11'05"W 449.49'

N52°49'29"E 162.28'

N03°10'31"W 921.09'

PARCEL ONE
20' Reclaimed Water Line Easement

LEGEND

T.P.O.C.	True Point of Commencement of Easement Description
P.O.B.	Point of Beginning of Easement Description
P.O.T.	Point of Terminus
PL	Property Line
R/W	Right-Of-Way
——— – ———	Easement CL
CL	Centerline

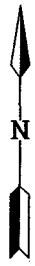
Note: See Legal description by Chaudhary & Associates, Inc. Parcel Numbers shown hereon refer to parcels described in said description.

See sheet 1

EXHIBIT A-1
PLAT OF
Permanent Reclaimed Water Line Easement on Lands of State of California, Napa, California

CHAUDHARY
& ASSOCIATES, INC.
ENGINEERS SURVEYORS INSPECTORS
851 NAPA VALLEY CORPORATE WAY, SUITE G
NAPA, CALIFORNIA 94558
Tel: (707) 255-2729 FAX. (707) 255-5011 WWW.CHAUDHARY.COM
2003\0304013-BC-NSD-NSH\05EX03013-10-20-2010-HRK.dwg

Bearings and distances shown are on the California Coordinate System of 1983, Zone 2. Multiply distances shown by 0.999981 to obtain ground level distances. Distances are in U.S. Survey Feet.



SCALE: 1"=100'

LEGEND

T.P.O.C.	True Point of Commencement of Easement Description
P.O.B.	Point of Beginning of Easement Description
P.O.T.	Point of Terminus
℄	Property Line
R/W	Right-Of-Way
——— – ———	Easement CL
CL	Centerline

See sheet 4

N05°48'55"E
279.16'

N03°48'55"E
52.73'

R=1200.00'
L=199.55'
Δ=09°31'39"

Point of reverse curvature

L=119.64'
R=1200.00'
Δ=05°42'44"

S90°00'00"E(R)

PARCEL ONE
20' Reclaimed Water Line Easement

Lands of State of California
Napa State Hospital

449.49'

N00°11'05"W

Note: See Legal description by Chaudhary & Associates, Inc. Parcel Numbers shown hereon refer to parcels described in said description.

See sheet 2

EXHIBIT A-1
PLAT OF
Permanent Reclaimed Water Line Easement on Lands of State of California, Napa, California

CHAUDHARY
& ASSOCIATES, INC.
ENGINEERS SURVEYORS INSPECTORS
851 NAPA VALLEY CORPORATE WAY, SUITE G
NAPA, CALIFORNIA 94558
Tel: (707) 255-2729 FAX. (707) 255-5011 WWW.CHAUDHARY.COM

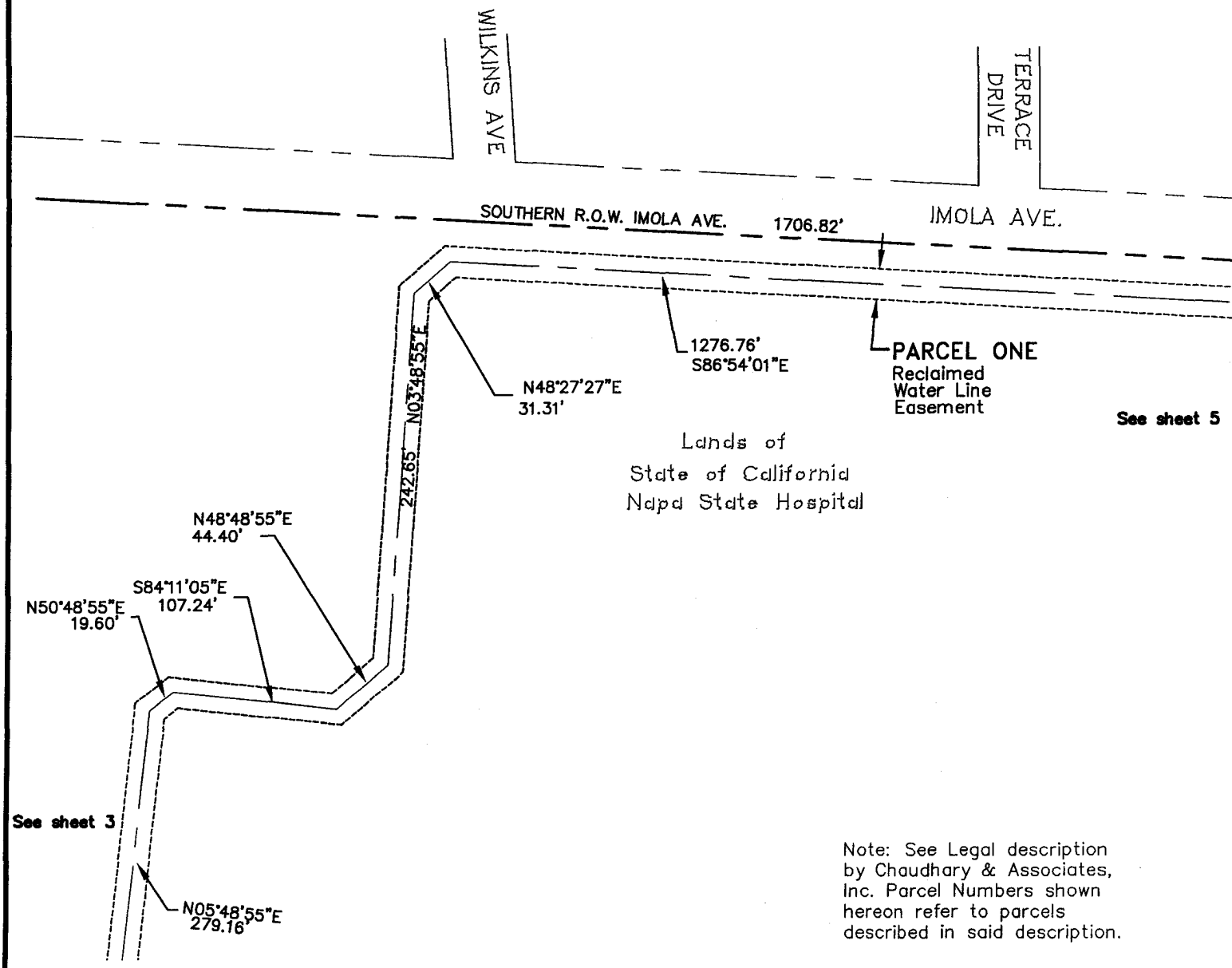
Bearings and distances shown are on the California Coordinate System of 1983, Zone 2. Multiply distances shown by 0.999981 to obtain ground level distances. Distances are in U.S. Survey Feet.

LEGEND

T.P.O.C.	True Point of Commencement of Easement Description
P.O.B.	Point of Beginning of Easement Description
P.O.T.	Point of Terminus
℄	Property Line
R/W	Right-Of-Way
— — — —	Easement CL
CL	Centerline

N

SCALE: 1"=100'



Note: See Legal description by Chaudhary & Associates, Inc. Parcel Numbers shown hereon refer to parcels described in said description.

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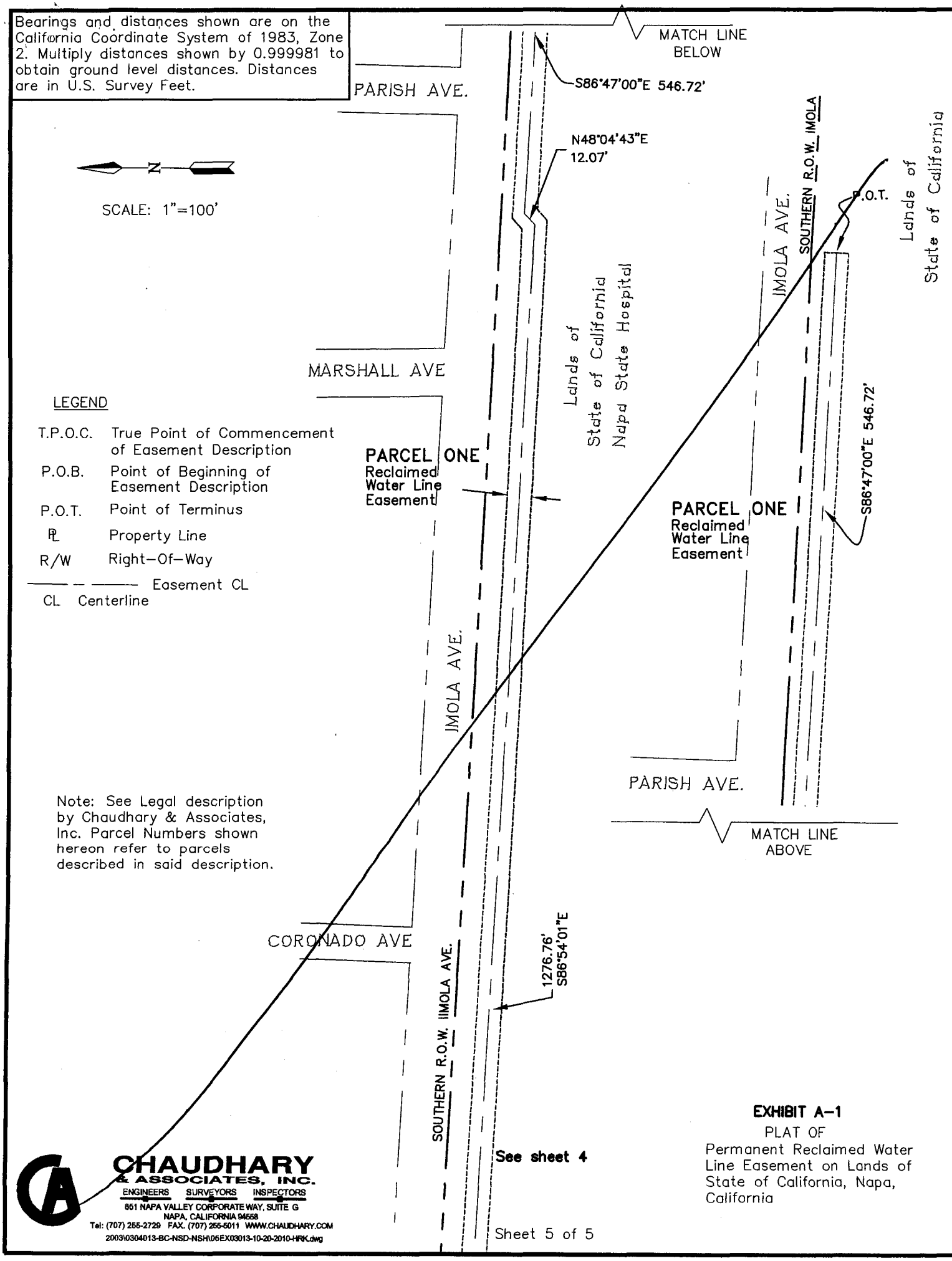
2003\0304013-BC-NSD-NSH\05EX03013-10-20-2010-HRK.dwg

EXHIBIT A-1
PLAT OF
Permanent Reclaimed Water Line Easement on Lands of State of California, Napa, California


Bearings and distances shown are on the California Coordinate System of 1983, Zone 2. Multiply distances shown by 0.999981 to obtain ground level distances. Distances are in U.S. Survey Feet.
N
SCALE: 1"=100'
LEGEND
T.P.O.C. True Point of Commencement of Easement Description
P.O.B. Point of Beginning of Easement Description
P.O.T. Point of Terminus
℄ Property Line
R/W Right-Of-Way
Easement CL
CL Centerline
Note: See Legal description by Chaudhary & Associates, Inc. Parcel Numbers shown hereon refer to parcels described in said description.
MATCH LINE BELOW
PARISH AVE.
S86°47'00"E 546.72'
N48°04'43"E 12.07'
MARSHALL AVE
Lands of State of California Napa State Hospital
PARCEL ONE Reclaimed Water Line Easement
IMOLA AVE.
SOUTHERN R.O.W. IMOLA
P.O.T.
Lands of State of California
S86°47'00"E 546.72'
PARCEL ONE Reclaimed Water Line Easement
PARISH AVE.
MATCH LINE ABOVE
CORONADO AVE
SOUTHERN R.O.W. IMOLA AVE.
1276.76' S86°54'01"E
See sheet 4
CHAUDHARY & ASSOCIATES, INC.
ENGINEERS SURVEYORS INSPECTORS
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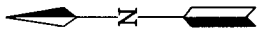
NAPA, CALIFORNIA 94558
Tel: (707) 255-2729 FAX. (707) 255-5011 WWW.CHAUDHARY.COM
2003\0304013-BC-NSD-NSH\06EX03013-10-20-2010-HRK.dwg
EXHIBIT A-1
PLAT OF
Permanent Reclaimed Water Line Easement on Lands of State of California, Napa, California
Sheet 5 of 5

Bearings and distances shown are on the California Coordinate System of 1983, Zone 2. Multiply distances shown by 0.999981 to obtain ground level distances. Distances are in U.S. Survey Feet.



SCALE: 1"=100'

LEGEND

T.P.O.C.	True Point of Commencement of Easement Description
P.O.B.	Point of Beginning of Easement Description
P.O.T.	Point of Terminus
℄	Property Line
R/W	Right-Of-Way
CL	Easement CL / Centerline

Note: See Legal description by Chaudhary & Associates, Inc. Parcel Numbers shown hereon refer to parcels described in said description.

MATCH LINE BELOW

PARISH AVE.

S86°47'00"E 281.36'

SHURTLEFF AVE

IMOLA AVE.

N48°04'43"E 12.07'

SOUTHERN R.O.W. IMOLA AVE.

Lands of State of California Napa State Hospital

PARCEL TWO
Reclaimed Water Meter Easement

S03°02'40"W 31.00'

S86°57'20"E 25.00'

N86°57'20"W 25.00'

T.P.O.B. Parcel Two

N03°02'40"E 31.00'

183.92'

P.O.C. Parcel Two

N48°13'00"E 29.06'

P.O.T.

MARSHALL AVE

PARCEL ONE
Reclaimed Water Line Easement

IMOLA AVE.

SOUTHERN R.O.W. IMOLA AVE.

Lands of State of California

PARISH AVE.

MATCH LINE ABOVE

CORONADO AVE

1276.76' S86°54'01"E

SOUTHERN R.O.W. IMOLA AVE.

See sheet 4

EXHIBIT A-1
PLAT OF
Permanent Reclaimed Water Line Easement on Lands of State of California, Napa, California

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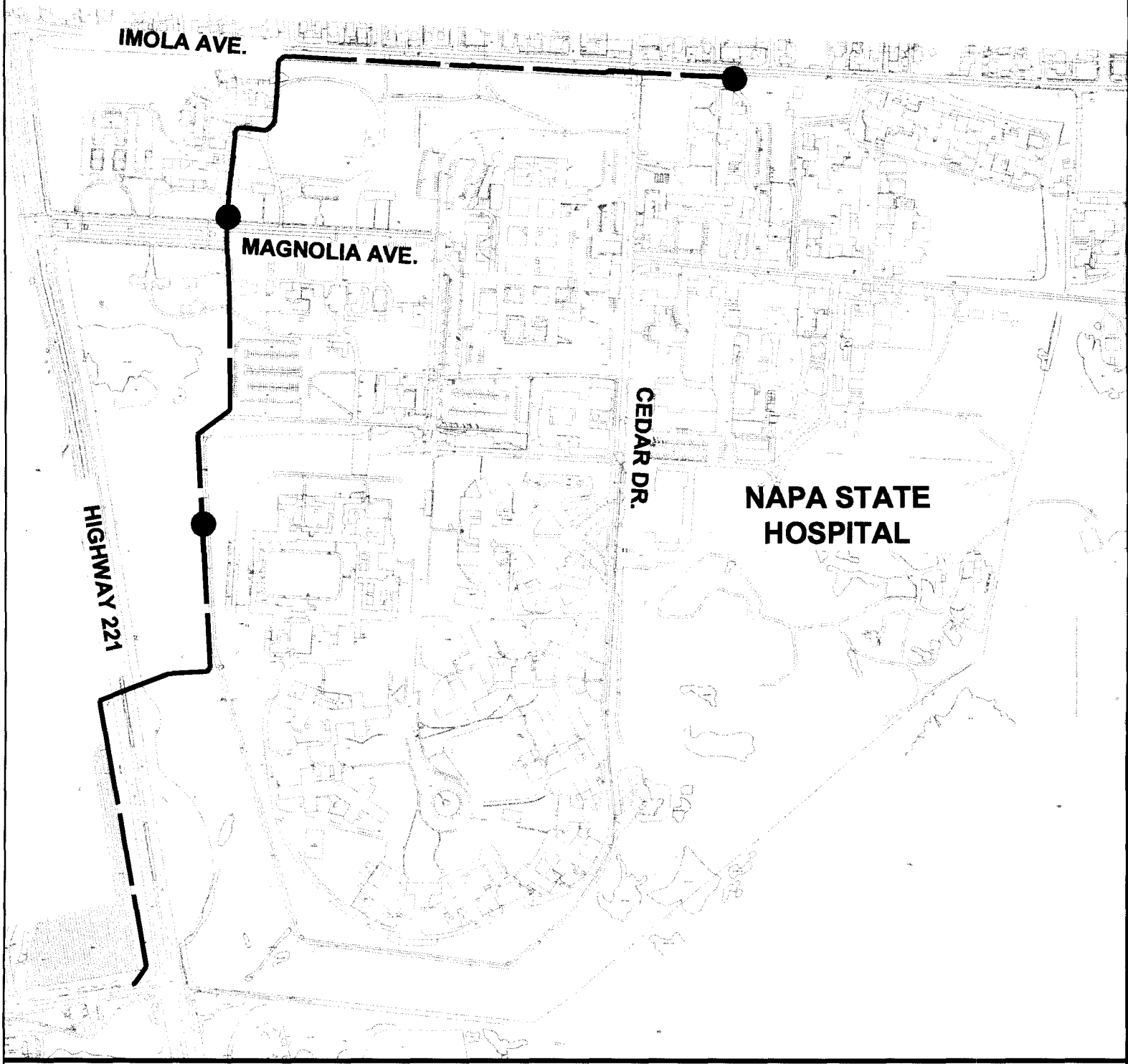

NAPA SANITATION DISTRICT

LEGEND

— — — — — **24" TRANSMISSION PIPELINE EASEMENT**

● **RECYCLED WATER METER LOCATION**

N

NOT TO SCALE

NAPA STATE HOSPITAL RECYCLED WATER PROJECT

EXHIBIT "A-2"

Exhibit "B"
To Agreement and Grant of Easement

1. **Purchase Price; Payment.**

A. Grantee will sell recycled water, to Grantor, in an amount determined by Grantor, but at a rate not to exceed 1,100 gallons per minute. Grantor is not obligated to purchase any minimum amount of recycled water. From the commencement of delivery of recycled water through October 31, 2015, the cost of recycled water shall be calculated from the $0.75 per one thousand (1000) gallons that applied in 2001 as adjusted by the CPI Index. Beginning January 1, 2001, and each calendar year thereafter, the cost of "unrestricted use" recycled water shall be established by the annual CPI adjustment described below.

The recycled water rate for the calendar year 2010 is $0.90 per 1,000 gallons.

B. The rates for recycled water shall be subject to adjustment as of the first day of January every year of the term (the adjustment date) beginning with the year 2011 according to the following computation. The basis for the adjustment is the index figure for the month of January, 2001, as shown for the Consumer's Price Index for all Urban Consumers, San Francisco-Oakland Metropolitan Area (1982-84 = 100), published by the U. S. Department of Labor's Bureau of Labor Statistics (CPI), which is referred to as the "Beginning Index." The January, 2001 "Beginning Index" is 187.9. The CPI index figure published for the month preceding the adjustment date in question, which is referred to as the "Adjustment Index," shall be utilized in determining the amount of adjustment.

If the Adjustment Index is different than the Beginning Index, the adjusted rates for the period beginning on each adjustment date and continuing to the next adjustment date shall be computed by multiplying the rates for 1000 gallons of recycled water provided in subparagraph B by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index;

provided, however, that in no year shall the cost of the recycled water as determined by the Annual CPI Adjustment increase or decrease from the cost for the previous year by more than 5%.

If the CPI is changed so that the base year differs from that in effect in January 2001, the index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI is discontinued or revised during the term, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised.

The parties recognize and agree that Grantee will, effective November 1, 2015, and thereafter periodically, adopt a revised rate structure which will be applicable to all users of recycled water obtained from Grantee. Grantee will provide Grantor notice of all rate making proceedings and documentation, if requested by Grantor, supporting such rate making proceedings. The price specified in such valid adopted ratemakings shall then apply. If no new ratemaking occurs then the price will be as specified in subsection 1 A. above.

C. Notwithstanding subparagraphs A and B above, if Grantee is providing recycled water to any user (other than a federal, state or local agency whose use of the recycled water is for the creation, enhancement or restoration of intermittent wetlands, wetlands or marshes, or for Reciprocal Rights to Water Service set forth in Section 6 of the Agreement Between City of Napa and Napa Sanitation District for Sale of Recycled Water Within City of Napa Water Service Area, City Agreement #7247, dated August 4, 1998) at a lower cost at any time during the term of this Agreement, that same lower cost shall be charged to Grantor for the period of time during which said lower cost is in effect.

D. Grantor shall be billed monthly and payment shall be due and payable within thirty (30) days of the date of the bill. Payment will be made in accordance

with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

E. Grantee is required by Contract with the City of Napa (City) to reimburse City for loss of revenue resulting from Grantor converting from City's potable water to Grantee's recycled water. Grantee and City have modified that Contract to exempt the Grantor (State of California) from imposition of any "loss of revenue" charge or fee. Grantee will not impose a surcharge upon Grantor in the amount of Grantee's reimbursement obligation to City or in any other amount.

2. Compliance With Water Quality Control Board Order 96-011; Compliance With Requirements of Grantee.

A. Grantee and Grantor shall comply with all of the provisions and requirements of Order 96-011 adopted by the California Regional Water Quality Control Board, San Francisco Bay Region on January 17, 1996, and all attachments thereto (the Order), as it may subsequently be amended. A copy of the Order has been provided to Grantor. Grantor acknowledges to Grantee that Grantor is aware that the water sold pursuant to this Agreement is recycled water to be used for only specified and limited uses, that Grantor has received a copy of the Order, that Grantor is familiar with and understands all of the provisions and requirements contained in the Order and that those provisions and requirements are reasonable, and that Grantor covenants and warrants that it shall comply with all the provisions and requirements of the Order in the purchase and use of the recycled water.

B. Grantor also shall comply with all of the additional provisions and requirements established by Grantee, in the purchase and use of the recycled water, which are set forth in the Grantee's Water Reuse Program Manual. A copy of the Water Reuse Program Manual has been provided to Grantor.

C. Grantor shall use the recycled water delivered hereunder only for those uses authorized in the Recycled Water User permit and consistent with the

Order and the requirements of Grantee set forth in Grantee's Water Reuse Program Manual.

3. **Quality of Recycled Water Sold.**

A. Grantor understands that the recycled water that will be delivered to Grantor hereunder has undergone a tertiary treatment process at Grantee's Soscol Water Recycling Facility and is commonly referred to as "Unrestricted Use Recycled Water."

B. Grantor understands that the recycled water to be purchased and used by Grantor is wastewater that has been reclaimed as a result of sewerage treatment operations, and is suitable only for these uses, and in those areas specified in this Agreement. The quality of the recycled water sold pursuant to this Agreement shall comply in all respects with the quality criteria established by the Order, although the recycled water's quality may vary within those criteria. Grantee shall test the recycled water as required by the Regional Board to ensure that it meets the quality criteria set forth in the Order. The results of this testing program shall be available to Grantor for its review upon request at any time during Grantee's normal business hours. In addition to the monitoring and testing requirements of the Regional Board, Grantee will test the recycled water delivered to Grantor for the following parameters listed in Table 1.

TABLE 1

Parameter	Desired Agronomic Range	Typical Maximum Values	Testing Frequency
pH (pH units)	6.5 - 8.0	9.0	Daily
EC (mmhos/cm.)	<0.75	1.4	Monthly
Total Dissolved	<500	800	Monthly
Solids			
Calcium	<60	100	Monthly
Magnesium	No agronomic value	35	Monthly
Sodium	<30	200	Monthly
Carbonates	8	15	Monthly
Bicarbonates	75	240	Monthly
Chloride	30	260	Monthly
Ammonium-N plus	<3.0	<20	Monthly
Nitrate-N			
Boron	<0.5	0.7	Monthly
SAR	<6.0	6.0	Monthly

Adjusted SAR	<6.0	6.0	Monthly
Phosphorous	3.0	7.0	Monthly
Potassium	5.0	20	Monthly
Sulfur	<40	<40	Monthly
Iron	<1.0	<1.0	Monthly
Zinc	<2.0	<2.0	Monthly
Aluminum	<5.0	<1.0	Monthly
Arsenic	<0.1	<0.1	Monthly
Barium	No agronomic value established	<0.05	Semi-annual
Beryllium	<0.1	<0.1	Semi-annual
Cadmium	<0.01	<0.01	Monthly
Chromium	<0.1	<0.1	Monthly
Cobalt	<0.05	<0.05	Semi-annual
Copper	<0.2	<0.1	Monthly
Fluoride	<1.0	<1.0	Semi-annual
Lead	<5.0	<0.5	Monthly
Lithium	<2.5	<1.0	Semi-annual
Manganese	<0.2	<0.2	Semi-annual
Molybdenum	<0.01	<0.01	Monthly
Nickel	<0.2	<0.1	Monthly
Selenium	<0.02	<0.02	Monthly
Silver	No agronomic value established	<0.005	Monthly
Strontium	Same as above	<1.0	Semi-annual
Tin	Same as above	<1.0	Semi-annual
Titanium	Same as above	<1.0	Semi-annual
Tungsten	Same as above	<1.0	Semi-annual
Zirconium	Same as above	<1.0	Semi-annual
Vanadium	<0.1	<0.1	Semi-annual

Results in Table 1 in mg/l unless noted.

The tests shall be performed according to the "Standards for the Examination of Water and Wastewater" as published jointly by APHA, AWWA, and WEF latest edition.

For purposes of this Agreement, "discharge period" is defined as the period from November 1 through April 30, and "nondischarge period" is defined as the period from May 1 through October 31. The results of said tests shall be maintained at Grantee's treatment plant and may be reviewed or a copy obtained by Grantor by telephoning Grantee. Each February an annual report of the test values shall be sent by mail to Grantor. When the test results consistently exceed any of the maximum ranges set forth in Table 1 above, Grantee shall notify Grantor by telephone or facsimile by the close of the next business day following the day of Grantee's receipt of any such test results.

If test results are consistently outside the Maximum Range set forth in Table 1 above, Grantor may, at its option, do the following:

(1) Continue receiving the recycled water, as is;

(2) Continue receiving the recycled water as is and request in writing that Grantee increase the frequency of testing for the item outside the Maximum Range; or

(3) Temporarily refuse to accept the recycled water. In this case, Grantor shall notify Grantee in writing of its intention to discontinue use and the date on which use will stop. The notice shall include reference to the test results in question (type, test date, etc.).

Upon Grantor having notified Grantee as provided for in (3) above, and temporarily refusing to accept the recycled water, Grantor shall be under no obligation to later increase its use to make-up for the water not used.

4. Delivery and Availability of Recycled Water; Interruption of Service.

A. Grantee will deliver the recycled water to Grantor through a pipeline extension from Grantee's reclamation site, located at the end of Soscol Road, Napa, California, to one of three "Delivery Points" on Grantor's Property shown on Exhibit "A-2". The recycled water shall be delivered to the Delivery Points between 40 and 130 pounds per square inch and at a combined flow rate of 1,100 gallons per minute. Each delivery point will have its own meter, and each meter will have a different maximum allowable flow rate; those rates are 350 gallons per minute (gpm), 575 gpm, and 175 gpm. In addition, due to design constraints on the pipeline, Grantor shall be limited to approximately 250 acre–feet per year of recycled water. Grantee shall install at its own expense the meters; and, Grantor shall install at its own expense pressure regulators at the Delivery Points. Grantor

may have its own irrigation pump stations and reservoirs located on the Property, to be paid for by Grantor. Grantor shall be responsible for the operation, maintenance and repair of any pressure regulators and the pipeline transporting the recycled water and for the recycled water from the Delivery Points to Grantor's places of use. Grantee shall be responsible for the operation, maintenance and repair of the pipeline transporting recycled water and for the recycled water to the Delivery Points.

B. Grantor acknowledges and understands that Grantee's delivery of recycled water during the winter discharge period is subject to the Order and the waste discharge requirements imposed by the Regional Board, as such may be amended from time to time.

C. Grantor agrees to cooperate with Grantee, at Grantee's request, in the establishment of reasonable and mutually agreeable delivery schedules for the recycled water. Grantor recognizes that the requests of various users may overload the capacity of Grantee's wastewater treatment plant and delivery system and that Grantee therefore may need to reduce the rates at which recycled water is delivered to the various users from time to time. In the event that the Grantee reduces Grantor's requested rate of delivery, Grantee shall use its best efforts to restore the requested rate of delivery as soon as possible and provide Grantor with that amount of water it would have received had its rate of delivery not been reduced.

D. Grantee shall use its best efforts to ensure that service to Grantor is provided consistent with the established delivery schedules, and Grantor shall use its best efforts to accept recycled water as provided herein. However, both parties acknowledge that Grantee's supply and delivery of recycled water and Grantor's ability to take delivery of said water may occasionally be interrupted or curtailed due to Acts of God, power failures, accident, fire, strikes, riots, war, facility failures, facility improvements, inspection, maintenance and repairs of plant and equipment, actions or decisions by a governmental agency, or any condition outside of a party's control. Each party shall not be liable to the other for damages arising out of interruption or curtailment of service for these reasons. Insofar as feasible, the

party whose performance hereunder is affected by such condition shall give the other party at least 72 hours advance notice of a temporary discontinuance or reduction in its delivery (in the case of Grantee) or in its acceptance (in the case of Grantor) of recycled water, except in the case of emergency, in which case notice need not be given. In the event of such discontinuance or reduction, the parties shall deliver or accept, as appropriate, upon resumption of service and as nearly as may be feasible, the quantity of recycled water that would have been delivered or accepted in the absence of such discontinuance or reduction.

5. **Measurement of Delivered Recycled Water.** All recycled water delivered pursuant to this Agreement shall be measured by the Grantee at the meters located at the Delivery Points. Grantee shall own, inspect, operate, maintain, repair and replace the measuring equipment. All determinations relative to the measuring of recycled water shall be made by the Grantee. Upon request by Grantor, the accuracy of a measurement shall be investigated by the Grantee and any error appearing therein shall be adjusted. Grantor may inspect such measuring equipment for the purpose of determining the accuracy thereof.

6. **Monitoring Reports.** Grantor shall fill out monitoring reports on the form prescribed by the Grantee a weekly basis or as otherwise required by the Grantee and submit them to Grantee by the fifth (5th) day of each month with respect to the immediately preceding month. Excessive loss of recycled water off-site by spray or runoff shall be fully reported by Grantor in such reports stating what corrective action(s) have been taken to prevent the violation from occurring again.

7. **Grantor's Rights to Recycled Water Nontransferable.** Grantor's rights and interests under this Agreement and Grant of Easement, including the right to recycled water deliveries, shall inure to the benefit of Grantor's heirs, successors, assigns and legal representatives. However, Grantor's rights to recycled water deliveries hereunder are not transferable or assignable to any user on property that is not the Napa State Hospital.

****

END OF DOCUMENT

In Witness Whereof, this Agreement is entered into as of the date first above written.

APPROVED AS TO FORM:

By: _____
Michael S. Riback, Esq.

Grantee:

Napa Sanitation District

By: _____
General Manager

Address:

Napa Sanitation District
P. O. Box 2480
935 Hartle Court
Napa, CA 94558

ATTEST:
_____
Secretary - Board of Directors

SEAL AFFIXED

Grantor:

State of California
Department of General Services

By: _____

Address:

~~State of California Department of General Services~~
~~REAL ESTATE SERVICES DIVISION~~
~~707 Third Street • P.O. Box 989052~~
West Sacramento, California 95798-9052

Approved and Accepted:
Department of Mental Health

Dept. of Mental Health
1600 9th St., Room 250
Sacramento, CA 95814

BY: _____

1512445.1 (557.065)