



**NAPA COUNTY REGIONAL PARK &
OPEN SPACE DISTRICT**

Karen Turjanis
Director, Ward One

Tony Norris
Director, Ward Two

Brent Randol
Director, Ward Three

Dave Finigan
Director, Ward Four

Barry Christian
Director, Ward Five

AGENDA

BOARD OF DIRECTORS REGULAR MEETING

Monday, October 10, 2016 at 2:00 P.M.

Napa County Board of Supervisors Chambers, 1195 Third Street, 3rd floor, Napa, CA

General Information

Agenda items will generally be considered in the order indicated below, except for Set Matters, which will be considered at the time indicated. Agenda items may from time to time be taken out of order at the discretion of the President.

The meeting room is wheelchair accessible. Assistive listening devices and interpreters are available through the District Secretary. Requests for disability related modifications or accommodations, aids, or services may be made to the Secretary's office no less than 48 hours prior to the meeting date by contacting 707.259.8603.

Any member of the audience desiring to address the District on a matter on the Agenda, please proceed to the rostrum and, after receiving recognition from the President, give your name, address, and your comments or questions. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the President.

State law requires agency officers (Directors and Officers) to disclose, and then be disqualified from participation in, any proceeding involving a license, permit, or other entitlement for use, if the officer has received from any participant in the proceeding an amount exceeding \$250 within the prior 12 month period. State law also requires any participant in a proceeding to disclose on the record any such contributions to an agency officer.

All materials relating to an agenda item for an open session of a regular meeting of the Board of Directors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, on and after at the time of such distribution, in the NCRPOSD Office at 1195 Third Street, Suite 210, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code §§6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

1. Call to Order and Roll Call

2. Public Comment

In this time period, anyone may address the Board of Directors regarding any subject over which the Board has jurisdiction but which is not on today's posted agenda. In order to provide all interested parties an opportunity to speak, time limitations shall be at the discretion of the President. As required by Government Code, no action or discussion will be undertaken on any item raised during this Public Comment period.

3. Set Matters

2:00 pm Presentation by Doug Parker, Executive Director of the Land Trust of Napa County, regarding their proposed acquisition of a conservation easement over a portion of the Pacific Union College's eastern forest lands

4. Administrative Items

- a. Consideration and potential approval of Minutes of the Board of Directors regular meeting of September 12, 2016.
- b. Consideration and potential acceptance of a conservation easement from the Land Trust of Napa County covering their Linda Falls property.
- c. Consideration and potential approval of purchase and sale agreement for The Cove (APN's 034-360-017, -032, -033)
- d. Receipt of oral report on fire safety procedures.
- e. Receipt of report on expenditures, encumbrances, donations, and grants approved by District staff.
- f. Review of the District Projects Status Report
- g. Receipt of monthly report for Bothe-Napa Valley State Park and the Bale Grist Mill State Historic Park.

5. Announcements by Board and Staff

In this time period, members of the Board of Directors and staff will announce meetings, events, and other matters of interest. No action will be taken by the Board on any announcements.

6. Agenda Planning

In this time period, members of the Board of Directors and staff will discuss matters for possible consideration at future meetings. Other than to determine whether and when such matters should be agendized, no action will be taken by the Board on these items unless specifically noted otherwise.

NOVEMBER BOARD MEETING TO BE HELD AT NVTA CONFERENCE ROOM, 625
BURNELL STREET, NAPA, CA

8. Adjournment

Karen Turjanis
Director, Ward One

Tony Norris
Director, Ward Two

Brent Randol
Director, Ward Three

Dave Finigan
Director, Ward Four

Barry Christian
Director, Ward Five

MINUTES

BOARD OF DIRECTORS REGULAR MEETING

Monday, September 12, 2016 at 2:00 P.M.

Napa County Board of Supervisors Chambers, 1195 Third Street, 3rd floor, Napa, CA

1. Call to Order and Roll Call

Directors present: Barry Christian, Tony Norris, Karen Bower-Turjanis, Dave Finigan, Brent Randol
Staff present: John Woodbury, Chris Cahill, and Lashun Fuller

2. Public Comment

None

3. Set Matters

None

4. Administrative Items

- a. Consideration and potential approval of Minutes of the Board of Directors regular meeting of August 8, 2016.
Minutes for the August 8, 2016 meeting were approved.
DF- TN -KBT-BC-BR
 - b. Consideration and potential approval of Site Access Agreement with the U.S. Geological Survey for seismic monitoring at the District's Smittle Creek property.
Directors voted to find the proposed action is exempt from CEQA, and authorized the General Manager to sign the Site Access Agreement providing the U.S. Geological Survey access for installing and operating a seismic monitoring station at the District's Smittle Creek property.
TN-BR-KBT-DF-BC
 - c. Receipt of report on expenditures, encumbrances, donations, and grants approved by District staff.
Expenditure report was reviewed by Board of Directors. No formal action was taken.
 - d. Review of the District Projects Status Report
Camp Berryessa, Lake Hennessey, Linda Falls Conservation Easement, Moore Creek Park Development, Suscol Headwaters
 - e. Review of Camp Berryessa promotional video (informational item only)
Camp Berryessa promotional video presented by John Woodbury
Receipt of monthly report for Bothe-Napa Valley State Park and the Bale Grist Mill State Historic Park.
John Woodbury gave report. No formal action taken.
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5. Announcements by Board and Staff

- Brent Randol - gave an update on Capell School, says that the decision regarding the Capell School has been rescheduled for Oct. 6th which will be made in closed session.
- Brent Randol and Barry Christian both met with Jeff Sharp, Principle Planner for Public Works, to get sworn in on WICC Board.
- Barry Christian - announced that October 1st the City of American Canyon will be doing an event at Newell Preserve putting in bluebird boxes
- Barry Christian – announced that the American Canyon Community and Parks Foundation had a fundraising dinner on Saturday night at the Ruins in American Canyon.
- Brent Randol – announced that in the next four weeks he will be speaking with the St. Helena Soroptimist Club, as well as the Kiwanis Club on Wednesday and St. Helena Star Editorial Board on Friday.
- Barry Christian – announced he presented to the Parks and Community Service Commission and the Open Space Advisory Committee.

6. Agenda Planning

- David Finigan will not be in attendance for next meeting
- Barry Christian would like discussion on PUC conservation easement
- Karen Turjanis - suggested at the next meeting to have a brief informative item at the next meeting regarding fire safety procedures
- Suggested discussion at future meeting to review the District's purchasing procedures

7. Closed Session

- a. Conference with Real Property Negotiator (Government Code Section 54956.8)

Property: APN # 034-360-017, -032, and -033 (160 acres total)

Agency Negotiator: John Woodbury, NCRPOSD General Manager

Negotiating Parties: NCRPOSD and Girl Scouts of Northern California

Under Negotiation: Price and Terms of Payment

The Board voted to direct staff to pursue the acquisition based on the term sheet they were provided.

DF-TN-KBT-BC-BR

8. Adjournment

Adjourned to the Regular NCRPOSD Board Meeting October 10, 2016

KAREN BOWER-TURJANIS, Board President

ATTEST:

LASHUN FULLER, Acting District Secretary

Key

Vote: TN = Tony Norris; KBT = Karen Bower-Turjanis; DF = David Finigan; BC = Barry Christian; BR = Brent Randol

The maker of the motion and second are reflected respectively in the order of the recorded vote.

Notations under vote: N = No; A = Abstain; X = Excused



STAFF REPORT

By: John Woodbury
Date: October 10, 2016
Item: **4. b**
Subject: Consideration and potential acceptance of a conservation easement from the Land Trust of Napa County covering their Linda Falls property

RECOMMENDATION

1. Find that the acceptance of the easement is exempt from CEQA.
2. Accept the conservation easement.

ENVIRONMENTAL DETERMINATION

The proposed action is exempt from the California Environmental Quality Act pursuant to 14 California Code of Regulations (State CEQA Guidelines) Section 15313 (Acquisition of Lands for Wildlife Conservation Purposes and Section 15317 (Open Space Contracts or Easements).

BACKGROUND

In April 2012 the District Board approved an MOU with the Land Trust of Napa County that laid out respective roles and responsibilities and ways in which the two organizations would seek to partner. One area of partnership that was identified was for each organization to hold conservation easements over the open space lands owned by the other.

The rationale for these “backup” conservation easements is to provide an additional level of protection to open space lands. There are two situations in which such easements would be useful: (a) with a backup easement in place, a change in the philosophy and direction of the Board of Directors of one organization cannot result in their open space land being developed or conservation values being impacted without the concurrence of the other organization; and (b) with a backup easement in place, if the landowning organization were to be sued, that organization’s land resources could not be sold or developed as part of the resolution of the litigation.

The proposed Linda Falls conservation easement would be the second instance of the District holding a conservation easement over property owned by the land trust, and the first done explicitly for backup easement purposes. The first easement was also at Linda Falls, but for only one of the four parcels owned by the land trust at Linda Falls. That easement was initially donated

to the land trust by the previous owner of the property. When that owner later donated fee title to the property to the land trust, the land trust transferred the easement to the District, since under State law the easement would have automatically merged with the fee title ownership and been extinguished (you can't hold an easement over property you also own in fee title). Because the previous owner had obtained a tax benefit from the donation of the easement, there was concern that extinguishment of the easement could call the tax benefit into question. By transferring the easement to the District, the easement continued in existence, and the tax question was put to rest.

The Linda Falls property is a key part of the watershed that supplies Lake Hennessey, as well as prime habitat for many species and a popular destination for hikers. Ensuring this property is protected in perpetuity fits well with the mission of the District.

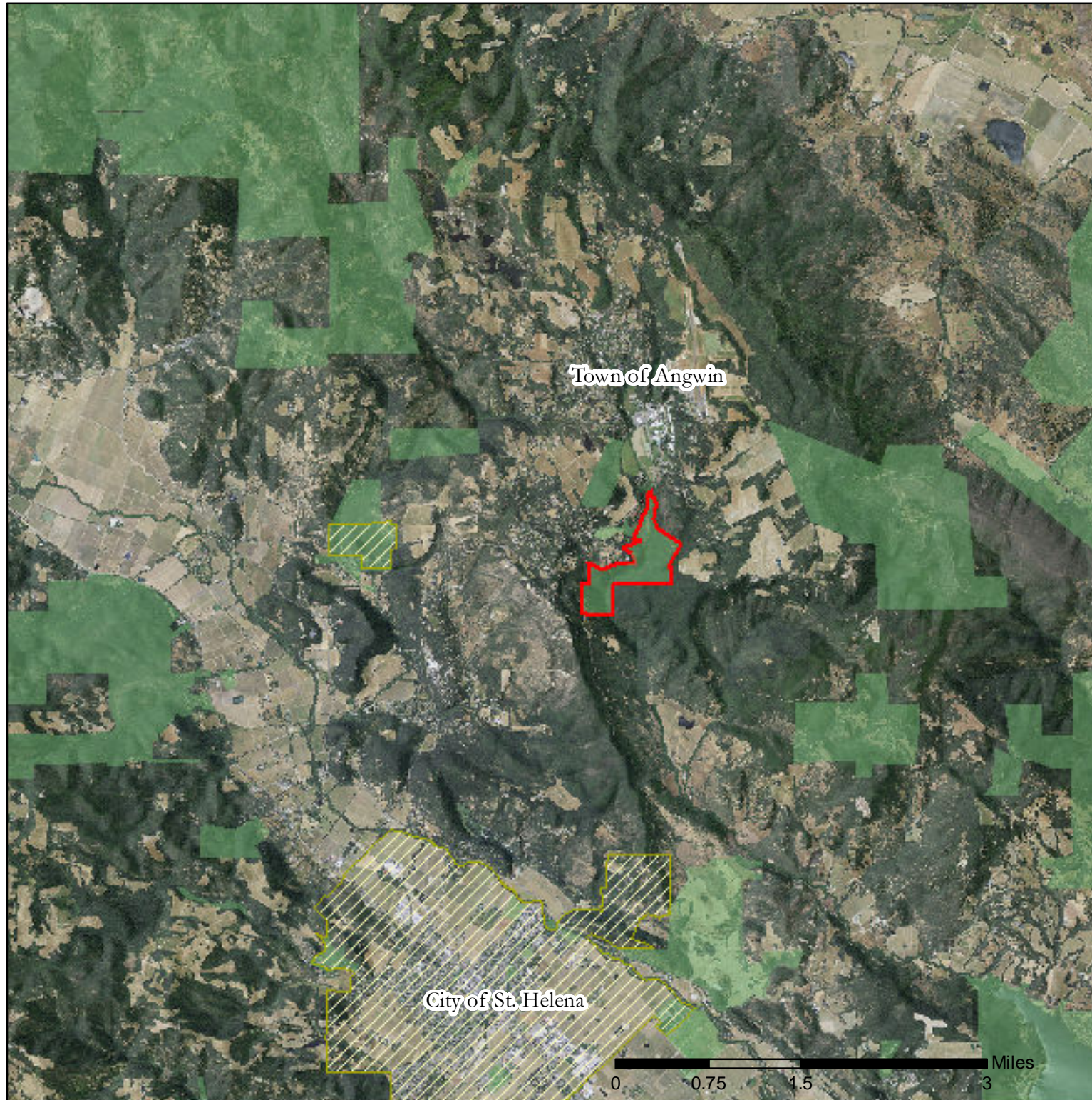
As a holder of the backup easement for Linda Falls, the District would not be assuming any of the day-to-day responsibilities for managing the property. The District's role would be limited to periodic monitoring to ensure easement terms are being met, and to serve as a gatekeeper aimed at any proposals that might harm the conservation values of the property.

The District also owns land where the District may want to donate a conservation easement to the land trust. Most District lands are already protected by backup easements held by the entities that provided funding for their acquisition. However, there would be value in donating backup easements to the land trust in cases where the property was donated outright to the District (currently the Trincherro and Chamberlain donations) or where it was purchased without restrictions from the funding source (Soscol Headwaters).




The District is required by State law to seek a General Plan conformity determination from the County Planning Director before it can acquire any real property or interest in real property. On September 30, 2016 the Planning Director issued a General Plan conformity determination for the District acquisition of the Linda Falls conservation easement.

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Figure 1
Location Map

Linda Falls Preserve
Back-up CE



Legend

-  LindaFalls_Outline
-  Municipalities
-  Protected Lands

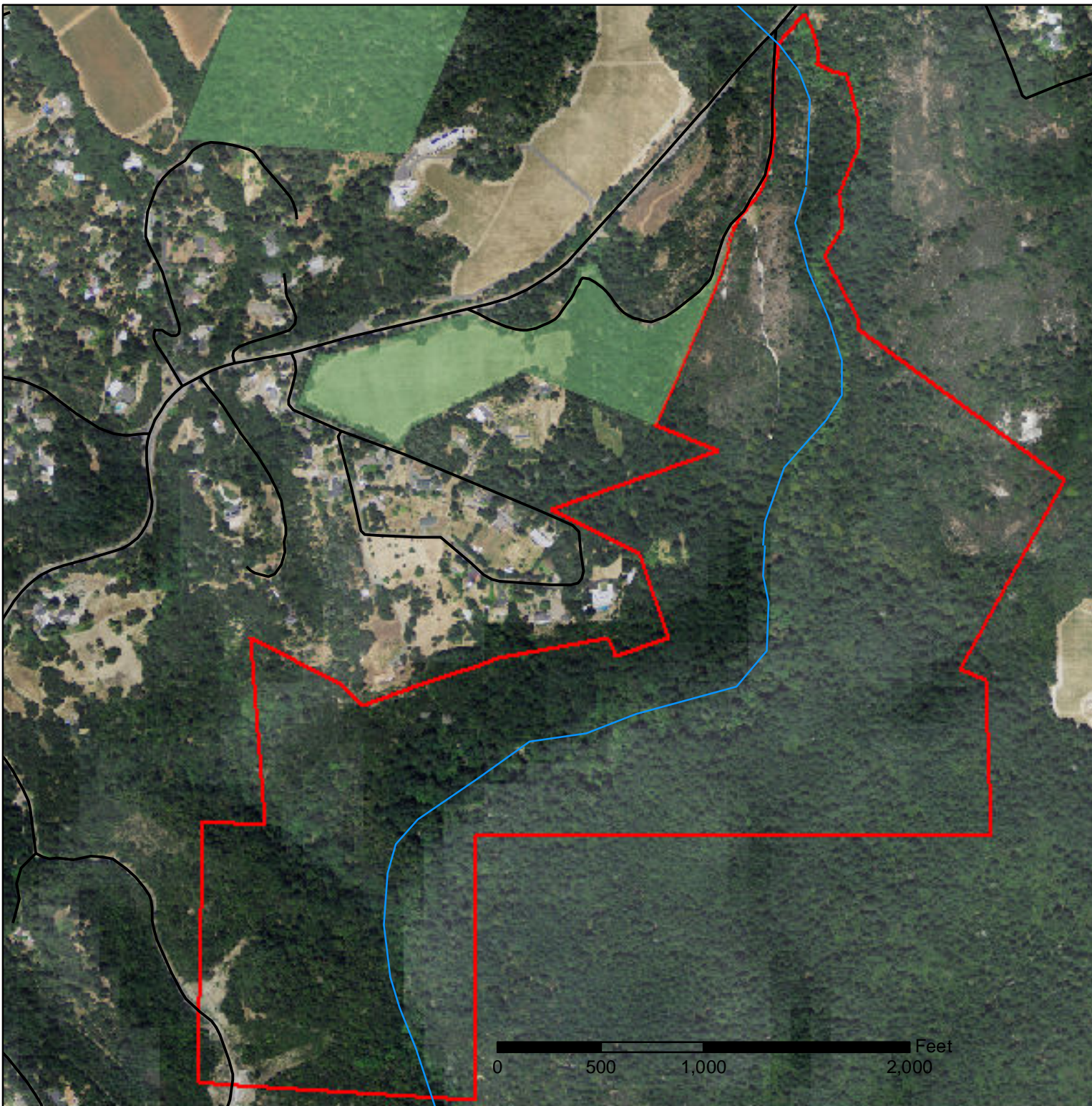
Data Sources:
Napa Co. GIS, USDA NAIP,
GreenInfo Network

Map is approximate only.
Use for reference purposes.
Created LTNC 08/16







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Figure 2
Aerial Map

Linda Falls Preserve
Back-up CE



Legend

-  LindaFalls_Outline
-  Streams
-  County Roads
-  Protected Lands

Data Sources:
Napa Co. GIS, USDA NAIP,
GreenInfo Network

Map is approximate only.
Use for reference purposes.
Created LTNC 08/16



RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

NAPA COUNTY LAND TRUST
Executive Director
1700 Soscol Ave. Suite 20
Napa, California 94559
Telephone: (707) 252-3270

DEED OF CONSERVATION EASEMENT LIMITING OWNERS' USES

THIS COMPLETE AMENDMENT AND RESTATEMENT OF DEED OF CONSERVATION EASEMENT (the “**Easement**” or “**Conservation Easement**”) is made this ____ day of _____, 2016, by **NAPA COUNTY LAND TRUST, a California nonprofit corporation doing business as The Land Trust of Napa County** (the “Trust”) (“Granting Owner” and “Owner”) in favor of **NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a special district of the State of California (the “District”)**.

This Complete Amendment and Restatement of Deed of Conservation Easement fully amends, restates, and replaces the Deed of Conservation Easement executed on June 27, 2008 and recorded in the Napa County Official Records, Series Number 2008-0016447 (the “**Prior Easement**”). All differences between the Prior Easement and this Easement are purposeful and reflect the Granting Owner’s intent.

RECITALS

A. The Granting Owner is the sole owner in fee simple of certain real property containing a total 176.05 acres, more or less, in Napa County, California, designated as Napa County Assessor’s Parcel Numbers 024-332-004, 024-332-022, 024-282-017 and 025-041-013 on the Napa County Assessor’s Maps currently in effect, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”). The Property consists of a 174.3-acre Forever Wild Zone and a 1.7-acre Development Zone, which are more fully described in Exhibit B. The term “**Owner**” refers to both the Granting Owner and to all subsequent Owners no matter how they may come to own part or all of the Property.

B. The Napa County General Plan seeks to “provide a full range of recreational areas and facilities for the residents of the County,” to “encourage preservation of and visual access to the natural beauty of the County,” and to “conserve and improve wildlife and fishery habitat in cooperation with governmental agencies, private associations and individuals in Napa County.” The Property is presently zoned “Agricultural Watershed.”

C. The Property possesses natural, scenic, recreational, and open space values (collectively, the “**Conservation Values**”) of great importance to the Owners, the people of Napa County, and the people of the State of California.

D. In particular the Conservation Values include land in a relatively natural state that represent high quality examples of terrestrial and aquatic communities, including Douglas Fir Forest, White Alder (Willow-Bay-Maple) Riparian Forest and Chamise and Wedgeleaf Ceanothus Chaparral, and a perennial stream. Due to the historical lack of disturbance or agricultural use of the Property, the vegetation is dominated by native species, with relatively few non-native invasive plants.

E. The Property is comprised of a dense forest of conifer, hardwood and chaparral species that provide habitat for native flora and fauna. The Property also contains a perennial creek and tributary of the Napa River known as Conn Creek and a waterfall known as Linda Falls, which is a scenic natural feature. The Granting Owner intends that these natural, ecological and historic Conservation Values be preserved, protected, and maintained through this Easement.

F. The specific Conservation Values of the Property, including the natural, ecological, scenic, open space, and other characteristics of the Property, and its current use and state of improvement, are documented in inventories of relevant features of the Property prepared by the Owner dated June 21, 2007 and _____, 2016 on file at the offices of the Owner and District and incorporated herein by this reference (the “**Baseline Documentation**”), consisting of field reports, maps, photographs, and other documentation that the parties all agree provide, collectively, an accurate representation of the Property at the time of this grant and that are intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Easement. The Baseline Documentation may be used by the District to establish that a change in the use or character of the Property has occurred, but the existence of the Baseline Documentation shall not preclude the District’s use of other evidence to establish the condition of the Property as of the date of this Easement. The parties further agree that, if a controversy arises with respect to the condition of the Property or a particular resource thereof, the parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in resolution of the controversy.

G. The Granting Owner intends that the Conservation Values of the Property be preserved and maintained by the continuation of land uses that do not significantly impair or interfere with those Conservation Values, with the overall goal and intent that the Property be maintained in as natural a state as possible subject to the permissible uses set forth herein.

H. The Granting Owner further intends, as owner of the Property, to convey to the District the monitoring and enforcement rights to preserve and protect the Conservation Values of the Property in perpetuity.

I. To effectuate the intentions of the parties, the Granting Owner intends to give to the District a perpetual and irrevocable Conservation Easement over the Property, to create certain restrictive covenants and equitable servitudes for the benefit of the District in gross that will bind and run with the Property, and to extinguish irrevocably and perpetually the right to develop the Property, except as expressly permitted in this Easement.

J. The District is a “qualified organization” under section 170(h) of the Internal Revenue Code, authorized to acquire and hold conservation easements pursuant to section 815.3(b) of the California Civil Code, and has as one of its purposes, the preservation of open space.

AGREEMENT

1. Grant and Acceptance of Easement. For valuable consideration, and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to California Civil Code Sections 815 et seq., and other applicable law, the Granting Owner hereby voluntarily grants and conveys to the District a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth, and the District hereby accepts said grant and conveyance.

2. Purposes. The purposes of this Easement are to preserve and protect the Conservation Values of the Property as identified in the recitals set forth above and in the Baseline Documentation, to prevent any use or condition of the Property that will significantly impair or interfere with the Conservation Values, and to retain the Property in its natural, scenic, forested, and/or open space conditions in perpetuity. The Granting Owner intends that this Easement will confine the use of the Property to activities that are consistent with the purposes of this Easement. In particular, the Granting Owner's primary purposes with this Easement are to protect the Property's natural, ecological, and open space values by limiting the development of any buildings or residences on the Property, limiting agriculture, prohibiting other commercial activity on the Property, and prohibiting the subdivision of the Property.

3. Rights of the District. To accomplish the purposes of this Easement, the following rights are expressly conveyed to the District by the Granting Owner:

3.1. Protection. To identify, preserve and protect the Conservation Values of the Property;

3.2. Entry. To enter upon the Property to inspect, observe, and study the Property for the purposes of: (i) identifying the current uses and practices thereon, (ii) monitoring the uses and practices regarding the Property to determine whether they are consistent with this Easement, (iii) conducting scientific research by the District or its designees, and (iv) otherwise enforcing the terms of this Easement. Except in cases where the District reasonably determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be permitted no less than once a year at reasonable times, upon 24 hour prior notice to Owner, and shall be made in a manner that will not unreasonably interfere with the proper uses and quiet enjoyment of the Property. Each entry shall be for only so long a duration as is reasonably necessary to achieve the purposes of this paragraph;

3.3. Enforcement. To enforce the rights herein granted; to prevent or stop, by any legal means, any activity or use of the Property that, in the reasonable judgment of the District, is inconsistent with this Easement; and to require restoration, to the condition that existed prior to such activities, of such areas or features as may have been damaged by such activities,

3.4. Access. To use any recorded or prescriptive easement that now or in the future grants lawful access to the Property for any of the foregoing purposes,

3.5. Signage. To erect and maintain a sign or other appropriate marker in a prominent location on the Property acceptable to Owner, visible from a public road, bearing information indicating that the Property is protected by the District. The content of the information on the sign must be approved in advance by the Owner. The District shall be responsible for the costs of erecting and maintaining such sign or marker, and

3.6. Additional Rights. To exercise such additional rights as may be reasonably necessary to effectuate the purposes of this Easement.

4. Prohibitions, Restrictions and Reserved Rights. The Property shall be used in a manner consistent with the terms and conditions of this Easement. Any activity on or use of the Property that is inconsistent with the purposes of this Easement is prohibited. The Granting Owner reserves all rights accruing from Granting Owner's ownership of the Property, including the right to engage in, or to permit or invite others to engage in, all uses of the Property that are permitted herein or are neither expressly prohibited herein nor inconsistent with the purposes of this Easement. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, expressly permitted, or qualifiedly permitted as set forth. If Owner is uncertain whether an activity or use is prohibited, permitted or may have an adverse impact on the Conservation Values that this Easement is intended to protect, Owner shall seek the prior approval of the District as set forth below. Nothing in this Easement relieves the Owner of any obligation or restriction on the use of the Property imposed by law.

4.1. Extinguishment of Development Rights. The Granting Owner hereby grants to the District all development rights except as specifically reserved in this Easement, that were previously, are now or hereafter allocated to, implied, reserved, appurtenant to, or inherent in the Property, and the parties agree that such rights are released, terminated, and extinguished, and may not be used on or transferred to any portion of the Property as it now or later may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property. This Easement shall not create any development rights.

4.2. Subdivision. The legal or de facto subdivision of the Property or use of the Property to accomplish any legal or de facto subdivision of any other existing assessor's parcel or to create a separate and legal parcel from any other existing assessor's parcel that is "separate for assessment purposes," including, but not limited to, any such subdivisions or establishment of separate legal parcels by (i) certificates of compliance or (ii) lot line adjustments is prohibited.

4.3. Lot Line Adjustments. Lot line adjustment may be permitted solely with the written approval of the District pursuant to Paragraph 5. Owner shall take no other steps towards lot line adjustment unless and until the District approves the request.

4.4. Structures. Placement, construction, installation, reconstruction or expansion of any structures, buildings, additional roads or access routes, or other improvement of any kind (including, without limitation, buildings, fences, parking lots, billboards, mobile homes, towers) is prohibited, except as expressly permitted in this paragraph. A structure is anything constructed or erected, the use of which requires permanent location on the ground or attachment to something having a permanent location on the ground. Before undertaking any construction, erection, installation or placement that requires advance permission, the Owner shall notify the District and obtain prior written permission from the District as required in Paragraph 5.

(a) Fences and Gates.

i) Development Zone. The construction, repair, replacement, and maintenance of fences and gates is permitted anywhere in the Development Zone.

ii) Forever Wild Zone. The repair, replacement, and maintenance of existing fencing and gates in the Forever Wild Zone is permitted. Owner may also install additional boundary fencing in the Forever Wild Zone. All fencing in the Forever Wild Zone shall be designed to minimize harm to, and allow the passage of, native wildlife. Any installation of mesh fencing within the Property is prohibited other than to enclose areas for short periods of time for research purposes

or to protect endangered or threatened species, as approved by the District as not harmful to the Property or plants and animals thereon.

(b) Single-Family Residential Dwellings—The existing structure in the Development Zone may be repaired, maintained, expanded, replaced or demolished at the option of the Owner provided that any resulting structure shall remain in the Development Zone and shall not exceed 1,200 square feet. The owner may also construct a 300 square foot accessory structure anywhere in the Development Zone. No other residential structures may be constructed or placed on the Property.

(c) Signs—The construction, maintenance or placement of any signs on the Property greater than 12 inches in width by 12 inches in height is prohibited except to advertise the Property for sale or rent; to post the Property to control unauthorized entry or use; to post warning signs; to identify the Property; to provide directional or interpretive information; pins, tape or signs for monitoring and research; or to post notice of the conservation easement. All signs shall comply with all applicable federal, state, and local laws, regulations, and requirements. Commercial signs (including billboards) unrelated to permitted activities conducted on the Property are prohibited.

(d) Art—The construction, placement, display, repair and removal of art and sculptural pieces out of doors is permitted only in the Development Zone or within 200 feet of the public trail entrance off Old Falls Road.

4.5. Utilities. The installation of new, or extension of existing, utilities (including, without limitation, water, sewer, septic tanks and systems, power, fuel, and communication lines and related facilities) is prohibited. However, the existing water line providing untreated water may be maintained in its current configuration and capacity, which shall not exceed 5 gallons per minute (hereinafter “Waterline”). The Waterline may be realigned so long as such realignment has been approved in advance by the District pursuant to Paragraph 5, and so long as realignment does not degrade the ecological and scenic Conservation Values of the Property.

4.6. Soil Disturbance. Any use or activity that causes or is likely to cause soil degradation or erosion, soil compaction, or the pollution, degradation, or depletion of any surface or subsurface waters, or the degradation of native vegetation communities or any other native habitats on the Property is prohibited. No geothermal exploration or development is permitted. Mining, drilling, exploration for, or development and extraction of minerals, hydrocarbons, steam, soils, gravel, rock, or other materials on or below the surface of the Property are all prohibited, except as reasonably necessary to maintain the Waterline, or as reasonably necessary to undertake conservation practices that promote native flora and fauna, enhance soil stabilization, or reduce erosion in accordance with sound and generally accepted best management practices, including restoration work. Approval of the District is required when conservation practices involve significant surface alteration, soil compaction or include using material such as rock or concrete in amounts over 10 cubic yards in volume in any calendar year.

4.7. Paving, Road Construction and Trails.

(a) Roads. Owner may maintain, improve and construct any roads necessary for the Residential and Agricultural Use of the Development Zone. In the Forever Wild Zone, no building of roads, grading or other changes in the normal topography of the land are permitted, except with the prior written consent of the District and then only to continue the normal management of the land as expressly permitted herein or documented in the Baseline Documentation, and the existing road and related alterations documented in the Baseline Documentation.

(b) Foot Trails. The repair, replacement, maintenance and use of foot trails on the Property in substantially their present location and condition is permitted. Foot trails may be realigned so long as such realignment has been approved in advance by the District, and so long as realignment does not degrade the ecological and scenic Conservation Values of the Property. The District may approve limited extensions of and construction of new foot trails as appropriate to the circumstances, with consideration given to the risk of increasing trespassing, the risk of erosion, and similar concerns, and so long as that construction does not degrade the ecological and scenic Conservation Values of the Property. Use of foot trails shall be non-mechanical and limited to non-commercial Recreational Activities as described herein. Owner may utilize small quantities of decomposed granite, crushed rock or gravel, or similar crushed material for trail surfacing. This paragraph expressly permits Owner to enter into a trail easement with a public or non-profit agency for non-commercial recreational purposes.

4.8. Vehicles. The operation of any motorized or non-motorized vehicle off existing roads in the Forever Wild Zone is prohibited except for emergency uses, trail management or resource management. Operation of motorized vehicles is permitted in the Development Zone for agricultural and residential purposes.

4.9. Water. The Property subject to this Easement includes all water and water rights, ditches and ditch rights, springs and spring rights, reservoir and storage rights, wells and groundwater rights, and other rights in and to the use of water historically used on or otherwise appurtenant to the Property. Owner reserves all right, title, and interest in and to all tributary and non-tributary water, water rights, and related interests in, on, under, or appurtenant to the Property, provided that such water, water rights and related interests are used on or for the benefit of the Property in a manner consistent with the purpose of this Easement and in accordance with applicable law. Activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters, are prohibited. The alteration or manipulation of any existing water courses, wetlands and drainages located on the Property, and the creation or development of any new water source or water impoundment on the Property, including, but not limited to, wells, springs, creeks, dikes, dams, ponds, tanks, and cisterns, by any means is prohibited, except that

(a) Existing Water System—The maintenance and use in its present location of the existing Waterline as set forth above are permitted in accordance with all then-applicable federal, state, and local laws, regulations, and requirements.

(b) No Transfer of Water Rights—Owner shall not transfer, encumber, sell, lease or otherwise separate any water rights associated with the Property, nor any permits, licenses or contracts related to the water rights on the Property, or change the authorized or historic use of the water rights without the consent of the District. Owner shall not abandon or allow the abandonment of, by action or inaction, any of the water rights or such permits, licenses or contracts without the consent of the District.

4.10. Trees and Other Vegetation.

(a) General Rule—The pruning, felling, or other destruction or removal of living native trees, shrubs, and other vegetation over six inches diameter at breast height on the Property is prohibited, except (i) to control, prevent or treat hazards, disease or damage to humans, domestic animals, or permitted Property improvements, (ii) to control fire or create necessary fire breaks or fire trails, (iii) to maintain existing and permitted roads and trails, or (iv) to maintain the ecological health of vegetation communities present on the Property subject to prior District permission pursuant to Paragraph 5 and pursuant to consultation with a qualified vegetation ecologist or other qualified specialist in the vegetation communities present on the Property. All forestry operations shall be conducted in

accordance with applicable law. Maintenance and restoration activities involving the removal of any living native trees or occurring on greater than two acres of the Property shall only be done with prior District permission pursuant to Paragraph 5.

(b) Use of Wood—Wood derived from any permitted removal, including, but not limited to, wood derived from the cutting of fallen, dead or diseased trees, may be used by Owner as firewood for personal or commercial use on or off the Property. Under no circumstances shall healthy native trees be cut solely for firewood, bartering, or any other commercial purposes.

(c) Non-Native Exotics—The planting, cultivating, or other intentional introduction or dispersal by Owner of non-native plant or non-native wildlife species is prohibited in the Forever Wild Zone. Owner is entitled to maintain and restore native plant communities on any portion of the Property and to control or eliminate of non-native plant species using any methods approved by local, state or federal natural resource management agencies. These controls include, but are not limited to, prescribed burning; mowing to remove native or non-native vegetation that is encroaching upon the native vegetation; on-site collection, propagation and outplanting of native plant material; and use of herbicides.

(d) Protection of Existing Vegetation—Owner shall not cut, remove, harvest, or destroy any live or dead native trees, native shrubs, or other native plant, except as necessary to control or prevent hazard or disease and to maintain healthy, diverse, native vegetation and habitat, in accordance with current ecologically-based practices. Owner may protect and culture native trees by any means, including thinning, pruning, or brush clearance. For purposes of this Easement, “native trees” shall include, but is not limited to, Douglas fir (*Pseudotsuga menziesii*), black oak (*Quercus kelloggii*), madrone (*Arbutus menziesii*), canyon live oak (*Q. chrysolepis*), bay laurel (*Umbellularia californica*) as well as big-leaf maple (*Acer macrophyllum*), white alder (*Alnus rhombifolia*), Oregon ash (*Fraxinus latifolia*), coast live oak (*Q. agrifolia*), Ponderosa pine (*Pinus ponderosa*), chamise (*Adenostoma fasciculatum*), wedgeleaf ceanothus (*Ceanothus cuneatus*) and common manzanita (*Arctostaphylos manzanita*).

(e) Harm to Vegetation—Unseasonal watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals, weed abatement activities, incompatible fire protection activities, and all other activities and uses affecting vegetation that may adversely affect the purposes of this Conservation Easement are prohibited unless necessary to control or eradicate exotic plants, or to treat or prevent disease to native plants or animals, or for permitted uses in the Development Zone.

(f) Fire—Owner may undertake wildfire management activities and control excess vegetation to lower the risk of wildfire with the permission of the District pursuant to Paragraph 5. Such methods may include, but are not limited to brush removal, tree pruning, prescribed burning or mowing of the Property. Mowing may be accomplished with the use of a tractor or similar vehicle.

4.11. Trash and Debris. The dumping, burial, burning, or other disposal or accumulation of wastes, ashes, refuse, debris, dredge spoils, hazardous or toxic materials, inoperative vehicles, or other unsightly or offensive material on the Property is prohibited, except that reasonably generated by activities permitted herein and disposed of in a lawful manner that does not cause, and is not likely to cause, soil degradation or erosion, harm to native plant communities, pollution of any surface or subsurface waters, or any other degradation of Conservation Values. No unregistered vehicles shall be kept on the Property, except those necessary for agricultural purposes.

4.12. Agricultural Use Permitted. Owner retains the right to use the Development Zone for commercial agricultural purposes, including the Agricultural Uses described below, or to permit others to use the Development Zone for commercial agricultural purposes, in accordance with applicable federal, state, and local laws, regulations and requirements as long as the agricultural productive capacity and open space character of the Property are not thereby significantly impaired.

(a) Definition. “**Agricultural Uses**” shall mean the commercial production, processing, storage or retail marketing of crops, livestock, and livestock products. For purposes hereof, crops, livestock and livestock products include, but are not limited to (i) crops commonly found in the community surrounding the Property; (ii) field crops, including corn, wheat, oats, rye, barley, hay, potatoes, cotton, tobacco, herbs and dry beans; (iii) fruits, including apples, peaches, grapes, cherries, nuts and berries; (iv) vegetables, including lettuce, tomatoes, snap beans, cabbage, carrots, beets, onions, mushrooms, and soybeans; (v) horticultural specialties, including sod, seeds, nursery stock, ornamental shrubs, ornamental trees, Christmas trees and flowers; (vi) livestock and livestock products, including dairy cattle, beef cattle, sheep, swine, goats, horses, poultry, fur bearing animals, milk and other dairy products, eggs and furs; (vii) timber, wood, and other wood products derived from trees; (viii) aquatic plants and animals and their byproducts, and (ix) breeding and raising of bees.

(b) Prohibitions. Certain Agricultural Uses are prohibited, namely, (i) pig farms with over 5 pigs, (ii) raising over 20 chickens for eggs or meat, (iii) feed lots for cattle or other meat animals, (iv) mechanized farming, (v) aquaculture, (vi) intensive animal and fish farming, (vii) unnatural concentrations of animals, (viii) dumping of grape waste, (ix) greenhouses in excess of 150 square feet. All other Agricultural Uses are prohibited if the agricultural productive capacity and open space character and the Conservation Values of the Property would be significantly impaired as a result.

(c) Standards and Practices. All agricultural activities shall be in accordance with the then-current scientifically-based practices recommended by the U.S. Cooperative Extension Service, U.S. Natural Resources Conservation Service, or other government or private natural resource conservation and management agencies then active. All agricultural operations shall be conducted in accordance with applicable federal, state, and local laws, regulations and requirements.

(d) Processing of Agricultural Residues. Owner may engage in the burning, chipping, grinding, mixing or composting of agricultural residues of plant or animal origin that result from the production of farm, ranch, horticultural, floricultural or agricultural products, processed for the purpose of returning a similar amount of processed material to the Development Zone. Such residues may include manures, orchard or vineyard prunings or other crop residues derived from the Property. The addition of amendments to stabilize or cure the processed residues to improve attributes such as bulk, nutrient value, pH, moisture or texture shall be permitted, so long as such addition does not cause the resulting volume of processed material to exceed substantially the amount of agricultural residues initially added. All processing of agricultural residues shall be conducted in accordance with applicable federal, state, and local laws, regulations and requirements.

4.13. Commercial or Industrial Use. Any commercial or industrial use of, or activity on, the Property, except as expressly permitted herein, is prohibited. Among those uses and activities specifically prohibited are the construction or operation of a winery or any other processing facilities, and the operation of an inn, hotel, bed and breakfast or any similar lodging entity. As used in this Easement, the term “**commercial**” shall mean any use or activity that involves the exchange of cash, goods or services, barter, forgiveness of indebtedness, or any other remuneration in exchange for goods, services, lodging, meals, entertainment in any form, or the right to occupy space over a period of time. Notwithstanding the foregoing, rental of a permitted residence in accordance with applicable federal, state, and local laws, regulations and

requirements shall be permitted. Owner shall be required to disclose this Conservation Easement in full in connection with any rental or lease of the Property.

4.14. Recreational Uses. Owner retains the right to use and to permit others to use the Property for otherwise lawful non-commercial recreational uses of the Property, including, but not limited to, hiking, birdwatching, meditating, observing and photographing nature, walking, picnicking, resting, education, and fishing that are consistent with the purposes of this Easement. Owner may use the Property for passive, non-intrusive, and non-commercial recreational or educational purposes that require no significant surface alteration or other development of the land. Such uses may include, but are not limited to construction and maintenance of primitive, unpaved, un-surfaced single-track trails, hiking, horseback riding and nature study. All commercial recreational uses of, or commercial recreational activities on, the Property are prohibited. The terms “**commercial recreational uses**” and “**commercial recreational activities**” shall mean uses or activities that are typically recreational in nature, including, without limitation, hiking, biking, bird watching, horseback riding, swimming, hunting, and fishing, for which users are charged a fee in excess of the property owner’s costs for the privilege of engaging in the uses or activities. Resort structures, athletic fields, golf courses, swimming pools, airstrips, commercial equestrian facilities, helicopter pads, and any other recreational structures or facilities are prohibited on the Property. Owner may place various removable, non-permanent, non-residential items on the Property, including wooden picnic tables or benches, shade structures, temporary tent cabins, portable toilets, and other items of a similar nature.

4.15. Hunting, Trapping and Guns. Hunting or trapping is prohibited in the Forever Wild Zone, except to the extent necessary to control non-native species or disease on the Property, to maintain the ecological balance of native wildlife on the Property, or for ecological research as permitted herein. All other use of guns and any other weapons, target shooting with guns or any other weapons, use of explosives and fireworks are prohibited.

4.16. Amplified Sound. The use of amplified sound systems to harass wildlife is prohibited.

4.17. Right to Privacy/Prevention of Trespass. Owner retains the right to privacy and the right to exclude any member of the public from trespassing on the Property. Nothing contained herein shall be construed as a grant to the general public of any right to enter upon any part of the Property. Owner shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property.

4.18. Ecological/Scientific Research. Owner may engage in and permit others to engage in ecological research on the Property that is consistent with the intent of this Easement. If the research is intrusive or requires collecting substantial amounts of samples, then Owner shall obtain District’s prior permission as provided herein.

4.19. Acts of God. Owner may undertake the restoration of land and watercourses that have been damaged by fire, flood, earthquake, wind or other natural or human-induced forces. Where possible, forest, shrub, and herbaceous cover damaged by such forces shall be restored with native species appropriate to the site. Under no circumstances shall non-native plants be intentionally introduced outside of the Development Zone. Unless otherwise specified, nothing in this Easement shall require Owner to take any action to restore the condition of the Property after any act of God or other event over which Owner had no control.

4.20. Wind, Solar, and Hydropower Energy. Small-scale facilities for the generation and transmission of electrical power may be built in the Development Zone only with the permission of the District, and only if the facilities are consistent with the purposes of this Easement. Owner and District hereby agree this paragraph is a reasonable restriction under California Civil Code section 714.

4.21. Domestic and Wild Animals. To the extent permitted above, Owner retains the right to graze livestock or any other domesticated or farm animals in the Development Zone subject to such restrictions as may be necessary to maintain the health of native vegetation. Owner retains the right to remove or control feral animal species that threaten human health, safety or welfare or Conservation Values, using techniques that minimize harm to native wildlife including methods approved by local, state or federal natural resource management agencies, including shooting or trapping non-native animals.

5. Notice and Approval Process.

5.1. Notice of Intent to Undertake Activities or Uses. Owner must notify the District before undertaking activities or uses (1) not documented in the Baseline, (2) not affirmatively permitted herein or (3) about which Owner is uncertain as to their adverse impact on Conservation Values.

(a) Purpose—Notice affords the District an opportunity to determine whether the proposed activities or uses are permitted under this Easement and, if so, to ensure that they are designed and carried out in a manner that is consistent with this Easement, as well as to enable Owner to engage in permitted activities confident that they create no unintended violations.

(b) Application—Owner shall submit a written description of the proposed activity or use (an “**application**”) explaining its nature, scope, design, location, timetable, and other material aspects in sufficient detail to permit the District to make an informed judgment.

(c) Initial Response—Within 30 days after receipt of the application, the District shall inform Owner in writing whether the application is complete or whether additional, specified information is required for a complete application.

(d) Costs—The District and Granting Owner do not anticipate requesting any costs associated with this Conservation Easement. However, if the District reasonably determines that (i) the advice of a consultant such as an engineer, ecologist, attorney or surveyor is necessary to determine whether an application is complete and/or to assist the District in reviewing the application, or (ii) more than 10 person-hours of the District’s personnel will be or have been spent annually responding to application(s) submitted by Owner, a fee based upon the District’s estimate of costs of consultants and/or District personnel (collectively “**District’s Costs**”) may be charged to subsequent owners of the Property. Subsequent Owners shall pay the District’s Costs upon notification of the amount or withdraw the application. If payment is made, the District’s time to determine that the application is complete shall be extended until the consultant’s work is done. After the District completes its response to the application, the District shall submit a final statement of the aggregate amount of the District’s Costs, and appropriate adjustments shall be made at that time.

5.2. District’s Approval. When the District’s approval is required or sought as set forth herein, the District shall grant or deny approval in writing within 60 days after receipt of Owner’s complete application. Criteria that the District may consider include, without limitation, compliance with the provisions of this Easement, the capability of the proposed activity or use to preserve and enhance Conservation Values, the manner in which the proposed activity or use is to be carried out, and its likely effect upon Conservation Values. The District’s approval may be withheld upon a good-faith determination by the District that there is a significant risk that the activity or use as proposed would be inconsistent with the purposes of this Easement. Approval or disapproval is within the sole discretion of the District, and approval may only be granted upon conditions that tend to further the Conservation Purpose of this Easement.

5.3. Inspection and Certification. The District and Granting Owner do not anticipate requesting any costs associated with this Conservation Easement. Upon completion of any use or activity of limited duration, or upon commencement of any use or activity of unlimited duration, as the case may be, the District shall, at the request of Owner, inspect the Property and, if the action was performed in accordance with this Easement and the District's approvals or consents issued hereunder, issue a certificate to that effect, dated as of the time of inspection. District may request full reimbursement from subsequent owners for all costs, including reasonable professional fees of surveyors, attorneys, consultants, District staff, and accountants, incurred in servicing Owners' requests.

6. District's Remedies. The District may take all actions that it deems necessary to ensure compliance with the terms, conditions, covenants and purposes of this Easement. The District shall have the right to prevent and correct violations of the terms of this Easement. If the District finds what it believes is a violation, it may at its discretion take appropriate legal action to ensure compliance with the terms, conditions, covenants and purposes of this Easement and shall have the right to correct violations and prevent the threat of violations.

6.1. Notice of Violation; Corrective Action. If the District determines that a violation of the terms of this Easement has occurred or is threatened, the District may give written notice to Owner of such violation and demand corrective action sufficient to cure the violation and, when the violation involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the District.

6.2. Injunctive Relief. If a court with jurisdiction determines that a violation may exist or has occurred, the District may obtain an injunction, specific performance, or any other appropriate equitable or legal remedy. A court may also issue an injunction requiring the Owner to restore the Property to its condition prior to the violation. In any case where a court finds that a violation has occurred and that the violation was the fault of the Owner, the Owner shall reimburse the District for all its expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorney's fees. Failure of the District to discover a violation or to take immediate legal action shall not bar it from doing so at a later time. The District's remedies under this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. The District may seek preliminary injunctive relief even though the dispute is to be arbitrated.

6.3. Damages. The District shall be entitled to recover damages against Owner for violation of the terms of this Easement or injury to any of the Conservation Values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values if the violation was the fault of the Owner. The District may also independently recover damages against third parties, if the acts of those third parties have degraded the Conservation Values of the Property. Without limiting Owner's liability therefor, the District shall apply any damages recovered in such manner as District shall determine in its sole discretion to the costs of monitoring and enforcing this Easement and undertaking any corrective action on the Property.

6.4. Emergency Enforcement. If the District, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to Conservation Values, the District may pursue its remedies under this paragraph and California law without prior notice to Owner or without waiting for the period provided for cure to expire.

6.5. Scope of Relief. The District's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. Owner agrees that the District's remedies at law for any violation of the terms of this Easement are inadequate and that the District shall be entitled to

the injunctive relief described herein, both prohibitive and mandatory, in addition to such other relief to which the District may be entitled, including specific performance of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies if the violation is the fault of the Owner. The District's remedies described in this paragraph shall be cumulative and in addition to all remedies now or hereafter existing at law or in equity. The District's remedies are not intended to displace any other remedy available under this Easement, Civil Code sections 815 et seq. or any other applicable law. The District may take such other action as it reasonably deems necessary to insure compliance with the terms, conditions, covenants, and purposes of this Easement.

6.6. Costs of Enforcement and Monitoring. All reasonable costs incurred by the District in enforcing the terms of this Easement against Owner, including, without limitation, costs of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Owner's violation of the terms of this Easement shall be borne by Owner; provided, however, that, if Owner ultimately prevails in a judicial enforcement action, Owner shall be entitled to reimbursement for costs of suit and reasonable attorneys' fees. All reasonable and routine costs incurred by the District in monitoring the easement shall be borne by the District.

6.7. Forbearance. The District, in the reasonable exercise of its discretion, may forbear to exercise rights under this Easement. Forbearance by the District to exercise its rights under this Easement in the event of any breach of any term of this Easement by Owner shall not be deemed or construed to be a waiver, estoppel or laches by the District of such term or of any subsequent breach of the same or any other term of this Easement. No delay in or omission of the exercise of any right or remedy upon any breach by Owner shall impair such right or remedy or be construed as a waiver, estoppel or laches.

6.8. Waiver of Certain Defenses. Owner hereby waives any defense of laches, waiver, estoppel, or prescription. In making this grant of Easement and in acquiring this Property, the Granting Owner and subsequent Owners have considered the possibility that uses prohibited by this Easement may become more economically valuable than permitted uses and that neighboring parcels may be put to prohibited uses. All parties intend that any such changes shall not be deemed circumstances justifying amendment or termination of this Easement.

7. Public Access. No right of access by the general public to any portion of the Property is conveyed by this Easement.

8. Responsibilities of Owner and District Not Affected. Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on the District, or in any way to affect any existing obligations of the Owner as owner of the Property. Among other things, this principal shall apply to the following:

8.1. Costs, Legal Requirements, and Liabilities. Owner retains and agrees to bear all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, and operation of the Property. Owner remains solely responsible for obtaining any applicable government permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Owner shall keep the Property free of any liens arising out of any work performed for or materials furnished to Owner that might impair the effectiveness of this Easement in any way.

8.2. Subsequent Liens on Property. No provisions of this Easement shall be construed as impairing the ability of Owner to use this Property as collateral for future indebtedness.

8.3. Subsequent Encumbrances. The grant of any easements or use restrictions that might diminish or impair the agricultural viability or productivity of the Property or otherwise diminish or impair the Statement of Purpose of this Easement is prohibited, except with the permission of the District.

8.4. Taxes. Owner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively, “taxes”), including, without limitation, any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish the District with satisfactory evidence of payment upon request. If the District ever pays any taxes or assessments on the Property, or if the District pays levies on Owner’s interest in order to protect the District’s interests in the Property, the Owner will reimburse the District for the same.

8.5. Upkeep and Maintenance. Owner shall be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law. The District shall have no obligation for the upkeep or maintenance of the Property. If District acts to maintain the Property in order to protect District’s interest in the Property, Owner will reimburse District for any such costs.

8.6. Indemnification. In view of the District’s negative rights, limited access to the land, and lack of active involvement in the day-to-day management activities on the Property, Owner hereby releases and shall indemnify, protect, defend and hold harmless the District, its officers, directors, members, employees, contractors, legal representatives, agents, successors and assigns from and against all liabilities, costs, losses, orders, liens, penalties, claims, demands, damages, expenses, or causes of action or cases, including without limitation reasonable attorneys’ fees, arising out of or in any way connected with or relating to the Property or the Easement. Owner shall be solely liable for injury or the death of any person, or physical damage to any property, or any other costs or liabilities resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence or willful misconduct of District. Owner agrees to take out, and keep in force, public liability and other insurance to protect Owner against any liability to the public, whether to persons or property, incident to the use of or resulting from an occurrence in or about the Property. Such insurance shall be in the amount maintained by comparable properties for comparable uses and in no case less than One Million Dollars (\$1,000,000) per occurrence, or such greater amount as the District may require commensurate with inflation. The District shall be named additional insured on Owner’s general liability insurance policy.

8.7. Liability for Operations and Conditions. The District shall have no responsibility for the operation of the Property, monitoring of hazardous conditions on it, or the protection of Owner, the public or any third parties from risks relating to conditions on the Property. Without limiting the foregoing, the District shall not be liable to Owner or other person or entity in connection with consents given or withheld, or in connection with any entry upon the Property occurring pursuant to this Easement, or on account of any claim, liability, damage or expense suffered or incurred by or threatened against Owner or any other person or entity, except as the claim, liability, damage, or expense is the result of negligence, gross negligence, or intentional misconduct of the District or its officers, directors, members, employees, agents, successors and assigns.

9. Representations and Warranties. The Granting Owner and/or Owner represents and warrants that, after reasonable investigation and to the best of knowledge of the Granting Owner and/or Owner:

9.1. No Hazardous Materials Liability. Other than agricultural chemicals that have been applied, used, and disposed of in accordance with all then-applicable laws, no substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement including, without limitation, The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”) (the “**Environmental Compliance Laws**”) as hazardous, toxic, polluting, or otherwise

contaminating to the air, water, or soil, or in any other way harmful or threatening to human health or the environment, exists on or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, under, from, or across the Property. Owner represents, warrants and covenants to the District that Owner's activities upon and use of the Property will comply with all Environmental Laws. Without limiting the obligations of Owner under this Easement, Owner agrees to indemnify, protect and hold harmless the District against any and all claims arising from or connected with any hazardous materials present, alleged to be present, or otherwise associated with the Property at any time, except any hazardous materials placed, disposed or released by the District, its employees or agents. If any action or proceeding is brought against the District by reason of any such claim, Owner shall, at the election of and upon written notice from the District, defend such action or proceeding by counsel reasonably acceptable to the District or reimburse the District for all charges it incurs for legal services in defending the action or proceeding. If, at any time, there occurs, or has occurred, a release in, on, from, under, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any Environmental Compliance Laws as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any other way harmful or threatening to human health or the environment, Owner shall perform containment, remediation, and any cleanup actions which such Environmental Compliance Laws require Owner to perform.

9.2 Limited Status of District. Despite any arguably contrary provision in this Easement, the parties do not intend this Easement to be, and this Easement shall not be, construed such that it creates in or gives to the District any of the following:

- (1) The obligations or liabilities of an "owner" or "operator," as those terms are defined and used in Environmental Compliance Laws; or
- (2) The obligations or liabilities of a person described in 42 U.S.C. section 9607(a)(3) or (4); or
- (3) The obligations of a responsible person under any applicable Environmental Laws; or
- (4) Any right to investigate, control, monitor or remediate any Hazardous Materials associated with the Property; or
- (5) Any authority to specify the chemicals or Hazardous Substances that may be used on the Property, or
- (6) Any control over Owner's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

Nothing in this Easement shall be construed as giving rise, in the absence of judicial decree, to any right or ability in the District to exercise physical or managerial control over the day-to-day operations of the Property, or any of Owner's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Environmental Compliance Laws. The term "hazardous materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. section 6901 et seq.); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.); the Hazardous Substance Account Act (California Health & Safety Code section 25300 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Easement.

9.3. Compliance with Law. To the Granting Owner's knowledge, the Granting Owner and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use.

9.4. Litigation, Proceedings and Investigations. There is no pending or threatened litigation in any way affecting, involving, or relating to the Property. No civil or criminal proceedings or investigations have been instigated at any time known to the Granting Owner, none is now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that the Granting Owner might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

9.5. Acts Beyond Owner's Control. Nothing contained in this Easement shall be construed to entitle the District to bring any action against Owner for any injury to or change in the Property resulting from causes beyond Owner's control, including, without limitation, trespass, fire, flood, storm, and natural earth movement, or other natural events, or from any prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

9.6. The Granting Owner's Title Warranty. The Granting Owner warrants that the Granting Owner owns the entire fee simple interest in the Property, including the entire mineral estate, free from all encumbrances except those described in Exhibit B, and hereby promises to defend the same against all claims that may be made against the Easement.

9.7. Subordination. Any financing lien or encumbrance at any time shall be subordinate to this Easement, and the parties agree to execute such documents as may be reasonably required by Owner's lender(s) to accomplish such subordination.

10. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation by any public, corporate, or other entity with eminent domain powers or authority, so as to terminate this Easement in whole or in part, Owner and the District shall act jointly to recover the full value of the interests in the Property subject to the taking or in-lieu purchase and all direct and incidental damages resulting therefrom. All expenses reasonably incurred by Owner and the District in connection with the taking or in-lieu purchase shall be paid out of the amount recovered. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, the District shall be entitled to compensation in accordance with applicable law. The District shall use all proceeds received under the circumstances described in this paragraph to pay the costs to monitor, enforce and preserve any portions of the Property that remain subject to this Easement, or, if no remaining portion of the Property is subject to this Easement, for other conservation purposes.

10.3. Highest and Best Use. The purposes of this Easement are presumed to be the best and most necessary public use as defined at Code of Civil Procedure sections 1240.670 and 1240.680 notwithstanding Code of Civil Procedure sections 1240.690 and 1240.700.

11. Transfers and Amendments.

11.1. Transfer of Easement by District. This Easement may only be assigned or transferred to a "qualified organization" under section 170(h) of the Internal Revenue Code, or to any public agency authorized to hold interests in real property as provided in section 815.3(b) of the California Civil Code. Such an assignment or transfer may proceed only if the organization or agency expressly agrees to assume the

responsibility imposed on the District by the terms of this Easement and is expressly willing and able to hold this Easement for the purpose for which it was created. All transfers shall be duly recorded. If the District is no longer authorized to hold conservation easements under California Civil Code section 815.3 (or any successor provision then applicable), it shall transfer or assign its rights and obligations under this Easement in accordance with this paragraph. All consideration received by the District for any such transfer or assignment shall be applied first to the costs incurred by the District for such transfer or assignment and to monitor and enforce this Easement during its ownership thereof, and any remaining consideration shall be used by the District for its costs of monitoring and enforcing comparable conservation easements upon other properties. If other conservation easement properties are not available to the District, it may use the funds for other conservation purposes.

11.2. Subsequent Transfers by Owner. Owner may transfer, convey and finance the Property without obtaining approval of the District. Owner agrees to disclose this Easement to all prospective buyers of the Property and to inform the District of a prospective sale. Owner agrees that the terms of this Easement shall be incorporated by reference in any deed or other legal instrument by which Owner transfers any interest in all or a portion of the Property or by which Owner grants to a third party a right or privilege to use the Property, including, without limitation, any easement, leasehold interest, or license agreement. Owner further agrees to give written notice to the District of the transfer of any such interest, or the grant of any such right or privilege, at least 30 days prior to the date of such transfer or grant. The failure of Owner to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

11.3. Estoppel Certificates. Upon receipt of a written request by Owner, the District shall, within 30 days thereafter, execute and deliver to Owner, or any person designated by Owner, any document, including an estoppel certificate, which certifies, to the best of the District's knowledge, Owner's compliance with any obligation of Owner contained in this Easement and otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of the District's most recent inspection. If Owner requests more current documentation, the District shall conduct an inspection, at Owner's expense, within 30 days of receipt of Owner's written request therefor. Prior to any transfer of title, Owner shall request such certification.

11.4. Additional Easements. Owner shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this Easement), or grant or otherwise abandon or relinquish any water right or agreement relating to the Property, without first obtaining the written consent of the District. The District may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Easement or will impair or interfere with Conservation Values. This provision shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Easement and complies with its provisions.

11.5. Permitted Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Owner and the District may jointly amend this Easement; provided, however, that (i) no amendment or modification shall be allowed that will adversely affect the qualification of this Easement or the status of the District under any applicable laws, including sections 815 et seq. of the California Civil Code or section 170(h) of the Internal Revenue Code of 1986, as amended, and (ii) any amendment or modification shall not harm Conservation Values, shall be consistent with the purposes of this Easement, and shall not affect its perpetual duration. Any amendment or modification shall be recorded in the Official Records of Napa County, California. This Easement is not otherwise subject to amendment or modification of any sort.

12. Perpetuation of Easement. Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, it being the express intent of the parties that this Easement not be extinguished by, or

merged into, any other interest or estate in the Property now or hereafter held by the District or any other party.

13. Notices. Any notice, demand, request, consent, approval, or communication that a party desires or is required to give to the other parties shall be in writing and either served personally or sent by first class mail, postage prepaid, return receipt requested, or delivered by a nationally recognized overnight delivery service such as Federal Express or United Parcel Service, charges prepaid or charged to the sender's account. Addresses for purpose of giving notice are as follows:

To the Granting Owner:

Executive Director
Napa County Land Trust
1700 Soscol Avenue, Suite 20
Napa, CA 94559
Telephone: (707) 252-3270

To the District:

General Manager
Napa County Regional Park & Open Space District
1195 Third Street, 2nd Floor
Napa, CA 94559
Telephone: (707) 259-5933

or to such other address as a party from time to time shall designate by written notice to the other parties. When personally delivered, notice is effective upon delivery. When mailed, certified mail, postage prepaid, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt. When delivered by an overnight delivery service, notice is effective on delivery, if delivery is confirmed by the delivery service.

14. Recordation. The District shall record this instrument in timely fashion in the Official Records of Napa County, California, and may re-record it at any time appropriate in the District's discretion as may be required to preserve the District's rights in this Easement.

15. General Provisions.

15.1. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of California

15.2. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to achieve the conservation purposes of this Easement and the policy and purpose of section 815 et seq. of the California Civil Code. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the conservation purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. This Easement has been fully negotiated between the parties so that the rule that documents may be construed against the drafter does not apply.

15.3. Significance of Recitals and Terms. The Recitals to this Easement are integral and operative provisions of this Easement. In all matters of interpretation, whenever necessary to give effect to any clause of this Easement, the neuter or gender-specific pronouns include the masculine and feminine, the singular includes the plural, and the plural includes the singular.

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

15.5. Entire Agreement. This Easement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous discussions, negotiations, understandings, or agreements of the parties relating to the subject matter of this Easement, all of which are merged herein.

15.6. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Owner's title in any respect.

15.7. Joint Obligation. The obligations imposed by this Easement upon multiple concurrent Owners shall be joint and several.

15.8. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, lessees, successors, and assigns and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property. The terms "Owner" and "District," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the Granting Owner and all of that Granting Owner's successors and assigns, and the above-named District and its successors and assigns.

15.9. Termination of Rights and Obligations and Standing to Enforce. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or transfer of the Property. Only the District and the Owner may bring an action to enforce this Easement, and nothing herein shall be construed to grant any other individual or entity standing to bring an action hereunder, nor any rights in the Property by adverse possession or otherwise.

15.10. No Oral Approval. Owner understands that any oral approval or oral representation made by a District officer, employee or agent does not meet the requirements of this paragraph, does not otherwise bind or commit the District, and may not be relied on by Owner. Owner agrees that no oral approval or oral representation made by the District's officers, employees or agents, or understood by Owner to have been made by the District, its officers, employees or agents, shall be used by Owner to assert that the District is, in any way, estopped or has made an election or has waived any provision of this Easement.

15.11. Mediation. If a dispute arises between the Owner and District concerning the consistency of any proposed use or activity with this Easement, and Owner agrees not to proceed with the use or activity pending resolution of the dispute, either party may propose mediation by written request delivered to the other. If both parties agree, then, within 15 days after receipt of the request, the parties shall select a single impartial mediator. If the parties are unable to agree on selection of a single mediator, then the parties shall, within 30 days of receipt of the initial request, jointly apply to the American Arbitration Association or to a court for appointment of an impartial mediator with relevant experience in real estate and conservation easements. Mediation shall then proceed in accordance with the following guidelines:

- (a) Purpose—The purpose of the mediation is to (i) promote discussion between the parties; (ii) assist the parties to develop and exchange pertinent information concerning issues in the dispute; and (iii) assist the parties to develop proposals that will enable them to arrive at a mutually acceptable

resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, conditions, or restrictions of this Easement.

(b) Participation—The mediator may meet with the parties and their counsel jointly or ex parte. The parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Party representatives with settlement authority will attend mediation sessions as requested by the mediator.

(c) Confidentiality—All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made in or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party. The sole exception from this prohibition shall be the settlement agreement or similar document to which the parties agree in the context of the mediation.

(d) Time Period—Neither party shall be obligated to continue the mediation beyond 90 days from the date of selection or appointment of a mediator nor if the mediator finds no reasonable likelihood that continuing mediation will result in mutually agreeable resolution of the dispute.

(e) Costs—Unless otherwise agreed at the time, the cost of the mediator shall be borne equally by Owner and the District; the parties shall bear their own expenses, including attorneys fees, individually.

15.12. Captions. The captions in this instrument have been inserted solely for convenience of reference and shall have no effect upon construction or interpretation.

15.13. Counterparts. The parties may execute this instrument in two or more counterparts that shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall control.

15.14. Representation of Authority of Signatories. Each individual executing this Easement on behalf of the Granting Owner or District represents and warrants to the other party that the execution and delivery of this Easement and all related documents have been duly authorized by the party for which the individual is signing and that the individual has the legal capacity to execute and deliver this Easement and thereby to bind the party for which the individual is signing.

TO HAVE AND TO HOLD unto the Trust, its successors, and assigns,

WITNESS the following signatures.

GRANTING OWNER:
NAPA COUNTY LAND TRUST,
A California Nonprofit Corporation
dba The Land Trust of Napa County

Dated: _____, 2015

By: Robert Bruce Phillips
Its: President

NAPA COUNTY REGIONAL PARK AND OPEN SPACE
DISTRICT, a special district of the State of California

Dated: _____, 2015 _____

By:

Its:



STAFF REPORT

By: John Woodbury
Date: October 10, 2016
Item: 4.c
Subject: Consideration and potential approval of purchase and sale agreement for The Cove (APN's 034-360-017, -032, -033)

RECOMMENDATION

1. Find that this is not a project pursuant to CEQA
2. Authorize the Board President to sign the purchase and sale agreement for the acquisition of The Cove, and the General Manager to sign other documents and take other actions that may be needed to implement the agreement

ENVIRONMENTAL DETERMINATION

The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND

The Girl Scouts of Northern California operate camps throughout Northern California. Due to financial constraints, they have evaluated all of their camps and intend to sell some of the camps to generate funds necessary to make improvements to and keep the remaining camps in operation. One of their camps, known as The Cove, is located on 160 acres in western Napa County. The property includes the top of Mt Veeder. The Girl Scouts have owned the property since 1964. It is one of the camps slated for sale by the Girl Scouts.

The District has been approached by local Girl Scout leaders to see if the District could purchase the property so that it could continue to be used as a camp by the Girl Scouts as well as others.

The District has negotiated a purchase and sale agreement that is a win/win for both parties. Under this agreement, the District has up to one year to complete the acquisition. After purchase, the District would continue to allow the girl scouts to use the camp consistent with their historical usage (four weekends per year) for 30 years. At other times, the District could make the camp available to other organizations, in the same manner that the Girl Scouts have rented the camp to other organizations in the past. Thus, the agreement allows the Girl Scouts to satisfy their need to

generate funds to fix and operate other camps, while not losing the ability to use The Cove for local scout events. At the same time, the agreement ensures that Napa County does not lose yet another of its historic camp facilities that can be made available to not only the Girl Scouts but also other organizations that want to do group camping.

The Cove is a gem. In addition to including the top of Mt. Veeder, the property has a relatively sheltered area (the "Cove") where rustic campground improvements are located. Nearly all of the property is densely forested with mature Oaks, Douglas Firs, Maples, Madrone, and more. Several springs provide water for the campground. The property incorporates the headwaters of Wing Creek. Downstream there are two private parcels, then the non-profit Enchanted Hills Camp for the blind, then the District's Amy's Grove property. With this purchase, nearly all of Wing Creek would be protected from potentially inappropriate development.

The District currently does not have the \$700,000 purchase price, so the agreement provides for up to one year before closing, to give sufficient time for the District to obtain funding. If approved by the voters, Measure Z would provide local matching funds that would enable the District to compete for grants to complete the purchase. If Measure Z does not pass, the District would still seek other grants, but the absence of local matching funds would make it more difficult to successfully obtain outside grants.

The attached term sheet provides a detailed summary of the purchase and sale agreement.

Purchase and Sale Agreement
Between Girl Scouts of Northern California and (GSNorCal) and
Napa County Regional Park and Open Space District (Napa Open Space District or NOSD)
for
The Cove, Napa, CA

Term Sheet Draft of September 6, 2016

(1) Purchase Price

\$740,000 - \$40,000= \$700,000 GSA appraised value minus \$40,000 discount for Right of Continued Use.

(2) Option to Purchase

- Up to 1 year to exercise.
- No change in operations during option period (GSNorCal retains all rights and responsibilities).
- NOSD has right to enter property for planning purposes during option period.
- Option payment: Non-refundable option payment of \$35,000. Option is valued at 5% of purchase price, \$14,000 paid in cash at the start of escrow, and the remainder (\$21,000) paid in the form of discounted rental fees for up to 11 days (noon one day through noon the next day) per year use of Camp Berryessa facilities for GSNorCal users, for 10 years subject to NOSD scheduling procedures, at a discounted rate of \$100 per night; (valuation assumes a rental value of \$327 per day discounted to \$100, using a 4% discount rate).

(3) Right of Continued Use for Girl Scouts of Northern California to use The Cove

- Right to use for 30 years from date of sale.
- Right to use for 4 weekends per year (Friday afternoon to Sunday afternoon).
- Dates of use to be scheduled with NOSD. GSNorCal may request dates starting 12 months in advance. Non-GSNorCal users may request dates starting 6 months in advance.
- No rental fees or other charges for GSNorCal user groups.
- Maximum number of users on site: 125 overnight, 150 day use.
- Maximum number of vehicles on site: 50.
- Fires ok for cooking and camp fires in designated areas, subject to regulation by County Fire Marshal.

- GSNorCal responsible for portable toilets, drinking water, trash pickup for their use of camp.
- The GSNorCal right of continued use subject to condition of property at the time of use; while NOSD's intent is to maintain and improve existing infrastructure for day use and overnight use, NOSD not required to provide any specific level of infrastructure.

(4) Conditions Precedent to Closing

- GSNorCal to apply to Napa County for a Certificate of Legal Non-conforming Use --GSNorCal applies and obtains prior to close of escrow.
--NOSD assists with application, and pays county processing fee; GSNorCal provides historical use data.
- Standard seller documents provided to buyer and escrow agent (all taxes paid up, no liens, seller property disclosure forms, authorization to execute documents, no pending litigation, seller not a foreign person etc.).
- Standard district requirements (General Plan conformity finding or district board override obtained; updated appraisal at district expense showing value of property has not declined).

(5) Miscellaneous

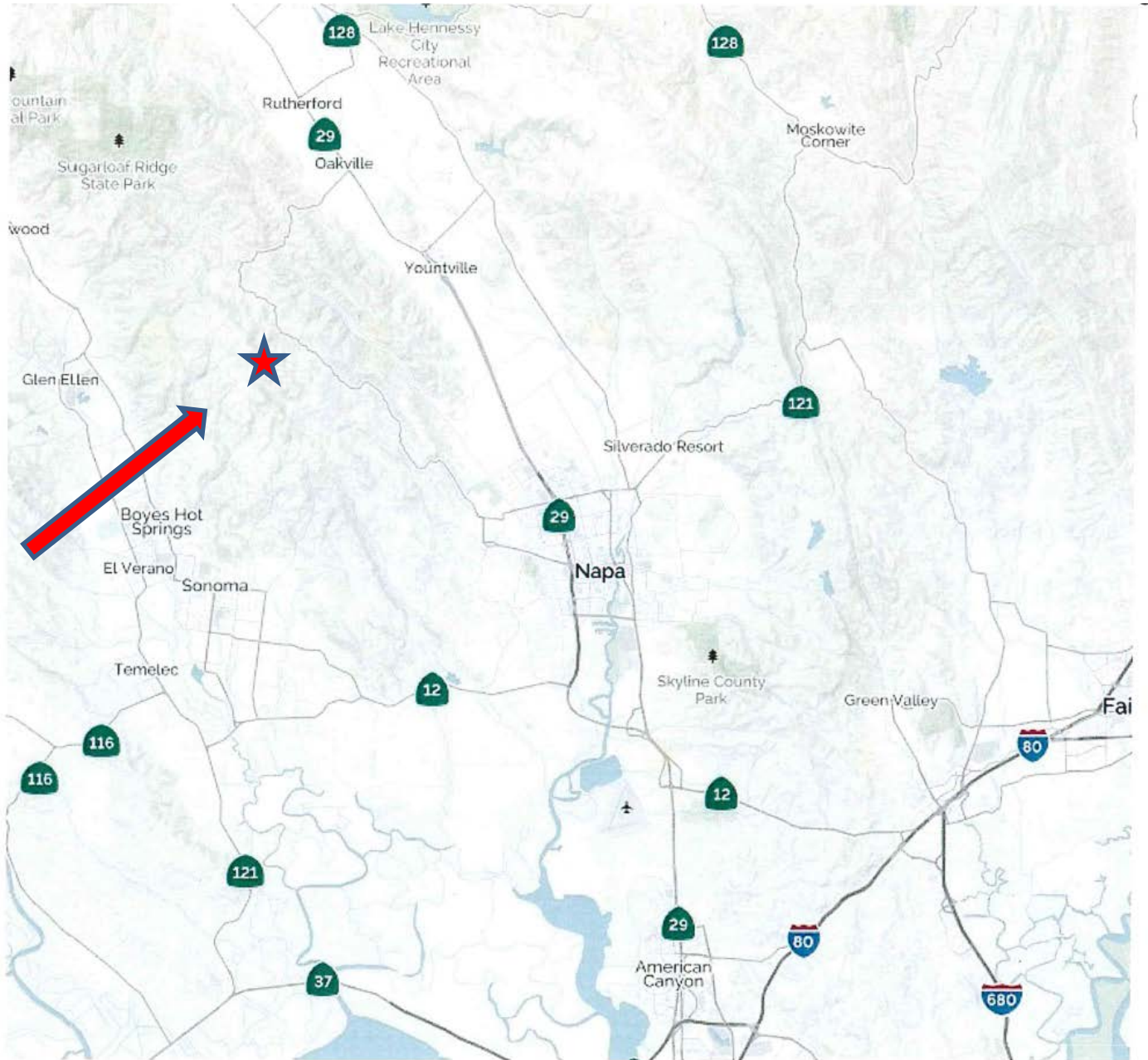
- All costs of title insurance, documentary transfer taxes, recording fees, money transfer fees, and escrow costs shall be paid by Buyer.
- Real property taxes, assessments, penalties, interest charges, delinquency charges, and municipal service charges of every kind levied upon or assessed against the Property shall be paid by Seller to the date of recording.
- Property is sold "as-is".
- Escrow agent to be First American Title of Napa.

Preliminary Timing goals:

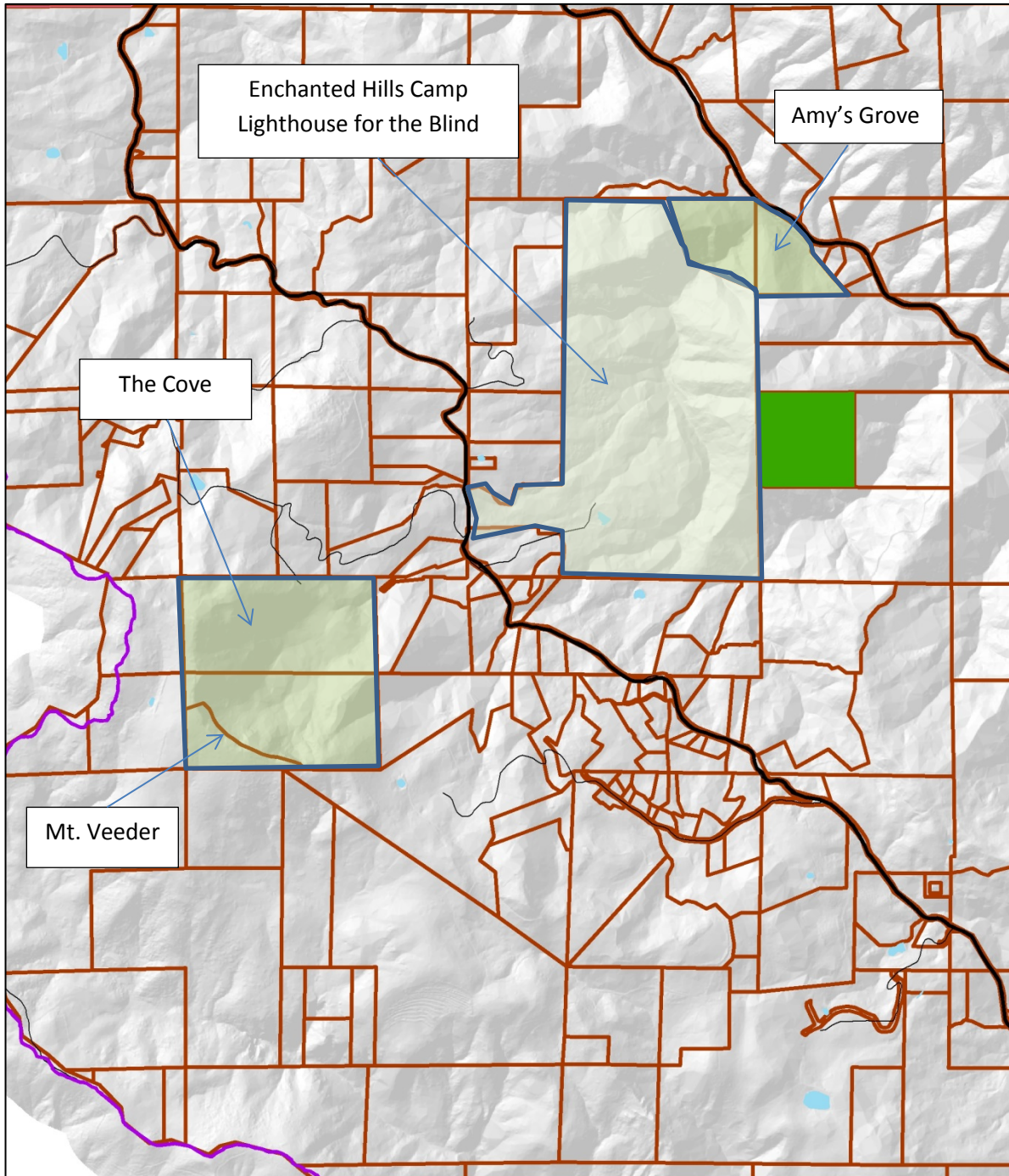
- September 7: Term Sheet available for review by Napa Open Space Board.
- September 12: Term Sheet approved by Napa Open Space Board.
- September 16: Agreements available for review by GSNorCal Board.
- September 24: Approval of Agreements by GSNorCal Board.
- October 10: Approval of Agreements by Napa Open Space Board .

Location Map – The Cove

3445 Mt. Veeder Road



Vicinity Map – The Cove



THE COVE FACTS AND HISTORY

The Cove is a 160-acre, wooded property, owned and maintained by the Napa-Solano Girl Scout Council. It is located just 20 minutes outside Napa, on Mt. Veeder Road. *The Cove* offers both day and overnight camping experiences. It serves all Napa and Solano county Girl Scouts, ages 5 to 17, their families and adult Girl Scout members. Additionally, the site is used by and available for all Northern California Girl Scout Councils and other local non-profit organizations.

The Cove includes seven campsites, an open meadow area for gatherings, a large main campfire circle and four sleeping shelters. The support and generosity of dedicated volunteers provides the maintenance and upkeep for this beautiful property.

The Cove covers 160 acres. The first 80 acres were purchased in 1964 with cookie money. The second 80 acres were donated by Orland and Nina Brune several years later.

The Cove was named because the site includes the crater of an extinct volcano, also called a "cove."

Elevation at the flag pole is 1,850 ft.

Total capacity of *The Cove* is 230 for day-use and 200 for overnight.

The Cove is on Mt. Veeder. This mountain was named for Peter Veeder, a minister of the 1st Presbyterian Church of Napa from 1859-1865, who loved hiking and mountain climbing.

The top of Mt. Veeder is one of the highest points in Napa County and the site of a Geologic Survey Relay tower. Going north from the relay station takes you to Northridge trail which



runs along the Mayacamus Mountain Range. Mayacamus is a native American word meaning "howl of the mountain lion". Going south from the relay station takes you to a viewpoint from which you can see Bismark Knob, Hogback Mountain, Suisun Bay and Mt. Diablo. On a clear day, you can see San Francisco, the Golden Gate Bridge and Mt. Tamalpais.

"Oaktree Shelter" was built in the late 1980's by a group of volunteers and provides wheelchair access. A grant from Sierra Health Foundation in 1998 provided for an ADA approved latrine making this camping site accessible for girls that are physically challenged.

The Cove is maintained by volunteers and girls. Girl Scouts can earn the "The Cove Care Patch", after eight hours service.

The "Singing Tree" is so big because Girl Scouts have been singing to it for many years. Do not climb on this tree for pieces could break off due to several past years of drought.

Grace Wood Trails is named after our council's first executive director, Grace Wood. The trail climbs up to an elevation of 2,677 feet.

Firewood is available for you to cut during the winter. We ask that you leave 20% of what you cut and stack it in a campsite. Contact the council office for authorization and more information.

Please helps us to maintain the beauty and serenity of *The Cove*.

"Take only pictures...leave only footprints!"

COVE TRAIL MAP & DESCRIPTIONS

REDWOOD TRAIL

Hiking Time: Easy one hour. **Ability:** Beginner.

Location: Begins near Redwood Camp and ends at the firebreak south of Valley View Camp.

Description: The trail follows a stream descending about 200 feet. You will cross the fire break and go through an area with some large fir trees. After recrossing the firebreak, trail will cross the stream and ascend past tall redwood trees up about 250 feet by way of easy switchbacks.

PACKRAT TRAIL

Hiking Time: Easy one hour

Ability: Beginner

Location: Begins west of the Shower Building about 50 feet past Fir Tree Camp. Trail ends at the firebreak, which you can follow back to Shady Rest Camp.

Description: This shady trail ascends about 200 feet to the southeast firebreak. On the right-hand side about 100 yards up the firebreak is a good picnic spot with a view of the valley and Rufus' Barn. Return to camp via firebreak to Shady Rest Camp.

NORTHRIIDGE TRAIL

Hiking Time: 2 to 3 hours

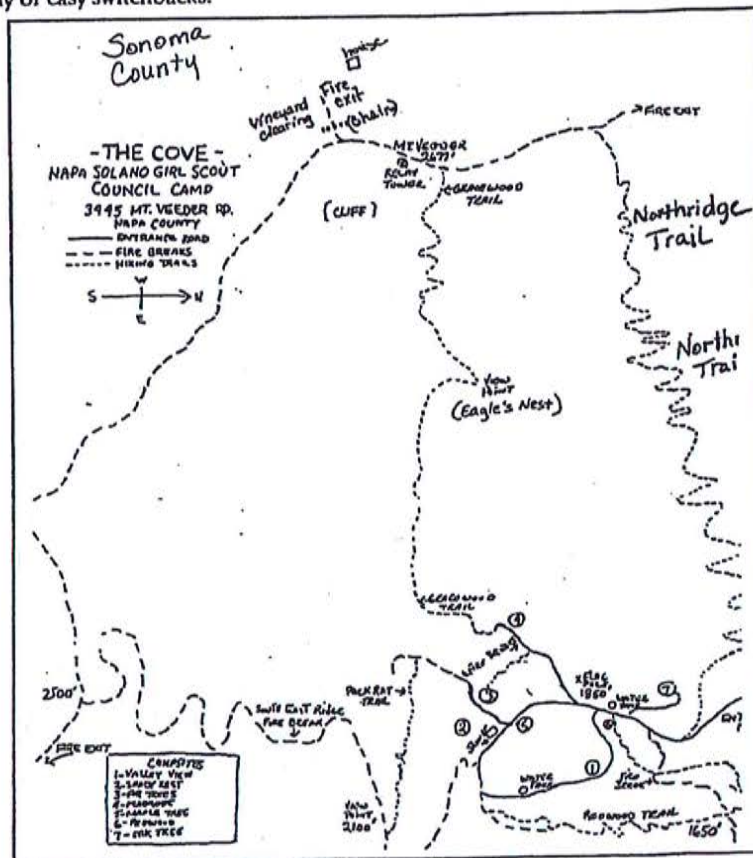
Ability: Intermediate **Location:** Begins off the entry road north of the large water tank. Ends at the top of Mt. Veeder on the firebreak 1/8 mile north of the relay tower. **Description:** The climb is 800 feet up the switch back trail, with many views of Napa Valley along the way. Near the top is a camping area "Knob Cone Pines" (no water or fires). The hiking time includes time for

breaks, so plan to enjoy the view along the way. Return via the Mt. Veeder firebreak. Stop at the relay tower. It sends earthquake signals from Mt. Lassen to Menlo Park. On a clear day, San Francisco can be seen past the gate to your right. Continue south and watch for the marker "The Cove." You can either take the Packrat Trail back to camp or the firebreak.

GRACE WOOD TRAIL

Hiking Time: 2-1/2 to 3 hours **Ability:** Intermediate/Experienced Hikers

Location: Begins at Madrone and ends at the top of Mt. Veeder on the firebreak just north of the relay tower. **Description:** The trail is a rather steep climb of 800 feet. About one-third of the way is an open area called "Eagles Nest" with a view of Napa Valley. Beyond this point are some distant views to the south. (Beautiful wild flowers in the Spring!) Return to the Cove via the Northridge Trail by going north or by the firebreak going south.



The Cove









**NAPA COUNTY REGIONAL PARK &
OPEN SPACE DISTRICT**

STAFF REPORT

Date: October 10, 2016
 Item: **4.e**
 Subject: Receipt of report on expenditures, encumbrances, donations, and grants approved by District staff

RECOMMENDATION

Receive the report.

BACKGROUND

Section III.A.(7) of the District By-laws authorizes the General Manager to bind the district for supplies, materials, labor, and other valuable consideration, in accordance with board policy and the adopted District budget, up to \$25,000, provided that all such expenditures are subsequently reported to the Board of Directors. Section III.A.(8) of the By-laws authorizes the General Manager to apply for grants and receive donations, subject to reporting such actions to the Board of Directors.

Attached is a report showing all District expenditures for August 2016.

In addition to these expenditures, the General Manager has authorized the following contracts using his signature authority:

Agreement 16-10	Abbey Carpets	Bothe cabin flooring	\$2,743.40
Agreement 16-11	Cameo Cinema	Camp Berryessa promotional spot	\$660.00

PARKS & OPEN SPACE DISTRICT -SEPTEMBER 2016 EXPENSE REPORT

Gen Admin Dept - 85000-00

Date	Journal Line Description	Voucher Description	Name	Monetary Amount
09/13/2016	PARK152217 08/2016	August FY17 Parks District	6539 CONSULTING	\$ 3,210.00
09/20/2016	Facebook Ads	Reimbursement-Parks expenses	CHRISTOPHER CAHILL	\$ 20.00
09/20/2016	Bumper stickers	Reimbursement-August Park expenses	CJ YIP & ASSOCIATES	\$ 1,157.08
09/20/2016	Trail Cams & lock boxes/locks	Reimbursement-August Park expenses	CJ YIP & ASSOCIATES	\$ 340.80
09/22/2016	(SLIP) 9/29/16-9/29/17	Account # Annual Liability NAPACOU-04	ALLIANT INSURANCE SERVICES	\$ 10,645.47
09/28/2016	Transportation-Sept 2016	Reimbursement-Park expenses	JOHN WOODBURY	\$ 52.38
09/28/2016	Google apps-monthly charge	Reimbursement-Park expenses	JOHN WOODBURY	\$ 30.00

Moore Creek Dept - 85010-00

Date	Journal Line Description	Voucher Description	Name	Monetary Amount
09/07/2016	PG&E 7/22/16-8/22/16	Account #0099759249-8	PACIFIC GAS & ELECTRIC CO	\$ 445.97
09/07/2016	Chlorine, Algaecide	Account #M5030	DONS SWIMMING POOL CENTER	\$ 39.91
09/07/2016	Lettering on boulder-Hennessey	Napa Open Space District	NAPA MARBLE & GRANITE WORKS, INC	\$ 395.00
09/14/2016	Porta potty - August 2016	Moore Creek Park	JOHNNY ON THE SPOT	\$ 179.36
09/20/2016	Devlin Rd dump run	Reimbursement-August Park expenses	CJ YIP & ASSOCIATES	\$ 37.00

NRBT - 85010-02

Date	Journal Line Description	Voucher Description	Name	Monetary Amount
09/20/2016	Devlin Rd dump run	Reimbursement-August Park expenses	CJ YIP & ASSOCIATES	\$ 25.00

Camp Berryessa - 85010-03

Date	Journal Line Description	Voucher Description	Name	Monetary Amount
09/20/2016	Garbage bags/toilet paper	Reimbursement-Parks expenses	CHRISTOPHER CAHILL	\$ 99.27
09/28/2016	Advertising-Cameo Cinema	Napa Open Space District-Advertising	CAMEO CINEMA	\$ 660.00
09/28/2016	Water testing-CB	Lab Order #R090147, Camp Berryessa	CALTEST ANALYTICAL LABORATORY	\$ 47.00
09/28/2016	Garbage pickup-August 2016	Napa Open Space District	BERRYESSA GARBAGE SERVICE	\$ 169.00

NRER - 85010-05

Date	Journal Line Description	Voucher Description	Name	Monetary Amount
09/12/2016	PARK081217 Eco reserve 07/2016	Maintenance Contract: Options3 AATF	OPTIONS3	\$ 685.00
09/14/2016	Porta potty - August 2016	Yountville Park	JOHNNY ON THE SPOT	\$ 179.36

State Park - 85010-08

Date	Journal Line Description	Voucher Description	Name	Monetary Amount
09/01/2016	Electric Vehicle Repair-rear	Electric Vehicle Repair	A & T TOWING	\$ 3,351.75
09/06/2016	Heartland credit card fees-WFB			\$ 63.10
09/07/2016	7898686642 08/2016	Acct# 7898686642	CHEVRON PRODUCTS COMPANY	\$ 215.22
09/07/2016	Reclass to 17000-00			\$ 102.38
09/07/2016	42w w/phtocell-restrooms	Account #MP-39610	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$ 128.26
09/07/2016	Cabins construction supplies	Cust #NAPACORP 136667	CENTRAL VALLEY BUILDERS	\$ 2,227.38
09/07/2016	phtocell/ Flour lamp-restrooms	Account #MP-39610	CONSOLIDATED ELECTRICAL DISTRIBUTOR	\$ 284.70
09/07/2016	Chlorine, Acid, bag, etc	Bothe State Park	DIAMOND QUALITY WATER FEATURES	\$ 564.57
09/07/2016	Service call-Smoke detectors	Acct #746-0150 (Bothe Park)	ADVANTAGE TOTAL PROTECTION	\$ 762.50
09/07/2016	Clover Flat dump run	Account #40008	CLOVER FLAT LANDFILL	\$ 35.00
09/12/2016	PARK120817 Bothe 07/2016	Bothe park promotional services 7/2016	JEANNE MARIONI	\$ 1,050.00
09/14/2016	Porta potty-final invoice	Final Invoice-Bothe Park	JOHNNY ON THE SPOT	\$ 196.71
09/14/2016	Upper Vly Disp-August 2016	Account #01-0013452-7	UPPER VALLEY DISPOSAL	\$ 870.75
09/14/2016	Telepacific-Sept 2016	Account #133326	TELEPACIFIC COMMUNICATIONS	\$ 613.07
09/14/2016	Paint - Cemetary (Bothe)	Account #4159	THE PAINT WORKS	\$ 57.19
09/14/2016	Auto supplies	Account #8537	BROWN'S AUTO PARTS	\$ 26.65
09/14/2016	Table, Stamps	Reimbursement-Table, stamps	SANDY JONES	\$ 47.00
09/14/2016	FastTrak - Bothe truck	Violation #T711652680872	FASTRAK SERVICE CENTER	\$ 30.00
09/14/2016	Dump Cart- Bothe Park	Account #882538499	GRAINGER INDUSTRIAL	\$ 208.16
09/14/2016	Firewood - 6 pallets	Bothe NV Park	TOURADY RANCH INC	\$ 1,680.00
09/14/2016	Table, Stamps	Reimbursement-Table, stamps	SANDY JONES	\$ 213.73
09/20/2016	Framed mirrors - bathrooms	Account #882538499	GRAINGER INDUSTRIAL	\$ 230.41
09/28/2016	ATP - Sept 2016	Account #746-0150	ADVANTAGE TOTAL PROTECTION	\$ 40.00
09/28/2016	Chlorine - Bothe pool	Bothe State Park	DIAMOND QUALITY WATER FEATURES	\$ 146.23
09/28/2016	Transportation-Sept 2016	Reimbursement-Park expenses	JOHN WOODBURY	\$ 49.68
09/28/2016	Steve's hardware-supplies	Account #31248	STEVES HARDWARE	\$ 621.11

Amy's Grove - 85010-10

Date	Journal Line Description	Voucher Description	Name	Monetary Amount
09/28/2016	Transportation-Sept 2016	Reimbursement-Park expenses	JOHN WOODBURY	\$ 12.96

Plan of Projects
Status Report

10-Oct-16

Name of Project Description

Status

<p>Amy's Grove Planning and permits for public use of Amy's Grove</p>	<p>The District will hold a community scoping session later in 2016, with the timing dependent on when background surveys are complete and the adjacent Enchanted Hills Camp is available to host the meeting. A botanist and an archeologist have been put under contract to do an initial planning survey for the property. The archaeological survey has been completed and did not find evidence of native american activity. The botanical survey has been completed, and the written report expected shortly.</p>
<p>Bay Area Ridge Trail Tuteur Loop Assignment of Tuteur Loop Ridge Trail easement from the Bay Area Ridge Trail to the District</p>	<p>The Bay Area Ridge Trail Council obtained a donated easement from the Tuteur family and constructed a section of Bay Area Ridge Trail adjacent to Skyline Park. The Council and the property owner wish to transfer this easement to the District. Staff has resumed work on transferring the easement to the District now that the option agreement for purchasing a portion of the Kirkland Ranch has been executed. Staff has reviewed with Mr. Tuteur the results of our survey for the Soscol Headwaters acquisition and together have arrived at a common understanding of property boundaries; Tuteur has agreed to modify the trail easement, as part of the transfer of the easement to the District, to reflect the actual property boundaries. Staff flagged the proposed new trail alignment with Mr. Tuteur on January 12, 2016; and a surveyor has been engaged to place boundary markers and prepare a legal description for the trail easement. Staff is setting up a meeting with interested parties to discuss access in and out of Skyline Park, but this has been deferred at the request of Skyline Park Citizens Association due to their need to focus on immediate threats to Skyline Park.</p>
<p>Bay/River Trail -- American Canyon to Napa An 8+ mile recreational trail generally following the Napa River and interior levees of associated wetlands.</p>	<p>Phase 2-B--Pond 10 to Soscol Ferry Road Questa has largely completed a revised draft PUC permit application for a public crossing of the SMART tracks. SMART, NRCA and the PUC have verbally agreed to allow the railroad crossing. LSA Associates has completed a biological survey for the Fagan Marsh area; based on the results, DFG has indicated they do not want the trail alignment to follow the levee on the north side of Fagan Marsh; District staff is reviewing the feasibility of an alternative alignment.</p>
<p>Berryessa Estates Acquire 480 acres next to Berryessa Estates from BLM at no fee through their Recreation and Public Purpose Act procedure. Would connect Lake Berryessa Estates to the District's Spanish Valley holdings.</p>	<p>The District in 2009 applied to BLM for a no-fee transfer of this property to the District for the no-fee transfer of this property; while this transfer has received conceptual approval by BLM staff, the formal approval has dragged; several meetings have been held over the past three years to try and speed to process, but BLM staff has so far had higher priorities. CDF crews did extensive fire break work in 2009 through 2011 to protect the residences next to the BLM land. The District has completed the donation to the District of a small, 0.2 acre property that provides critical access to the northeast corner of the property. District staff in January 2013 met with the Napa County Fire Marshall and the the Calfire Battalion Chief for the area and agreed to jointly advocate for BLM action. In February staff talked with BLM and was assured that processing of the transfer was now beginning. BLM did a series of site visits June-August, 2013. The Bureau of Reclamation in June 2013 asserted that Reclamation has property rights such that BLM is not permitted to transfer the property. In late August Reclamation determined they still retained jurisdiction, but committed to completing the transfer. Not willing to keep waiting for the federal agencies to resolve their differences, Napa County has acquired a property within the Lake Berryessa Estates subdivision for constructing the fire sub-station. In 2015 Reclamation said they have done their work and it is now up to BLM to finish the transfer. BLM thought they would complete their work by the end of 2015, but this did not happen, and a new date for completion has not been set. BLM's timeline has been extended because BLM has determined that not only these but other federal lands in the same general area also need to have their revocation process completed, and they wish to resolve all at the same time. At a meeting on April 14, 2016, the new Superintendent for the Ukiah District of BLM committed to completing the transfer.</p>

Berryessa Vista	Planning, stewardship and expansion of this wilderness park.	Volunteers working with the District have completed detailed GIS mapping showing all existing roads, creek crossings, vista points and potential campsites. Continuing damage by off-road vehicles trespassing on the property was noted. The District sent a letter was sent to all property owners in that area introducing the District, explaining the deed restriction prohibiting off road vehicles, and asking for their cooperation. Since then there has been less observed damage, although the problem is not resolved. Staff was planning on installing a gate to restrict OHV access, but this has proven infeasible. After observing more OHV damage in the summer of 2013, staff is exploring options other than a gate to prevent unauthorized OHV use. The latest plan is to install remote cameras in an attempt to determine who is causing the damage. No other work is anticipated until Lake Berryessa Trail planning is completed, as that is a key step in gaining overland access to the property. District staff has been meeting with Reclamation, their consultants and interested parties on the trail planning and prioritization. Staff in late June 2014 toured an adjacent parcel with the owner of the property; in September the owner indicated they are interested in selling the property for addition to Berryessa Vista Wilderness Park. The Land Trust of Napa County has obtained the appraisal of the property, and the land trust and the sellers have agreed on the appraised value as the sales price. The District Board in November 2014 agreed to acquire the property from the Land Trust at a later date when funding is available. Escrow closed and title transferred to the land trust in early 2015. District and Land Trust staff in April 2016 placed a camera on the property in an attempt to identify the off-road vehicle and motorcycle users who have been causing some damage to the property.
Camp Berryessa	Redevelopment of former Boy Scout Camp into a 64 bed group/environmental education camp with 8 tent cabins, 2 covered group activity centers, a canoe/kayak dock, a central amphitheater and campfire ring, and a shower and composting toilet restroom facility.	A grant for \$50,000 to help with construction was provided by the Mead Foundation, together with a \$1.7 million grant from the State Coastal Conservancy. A new water well was dug in October 2012--production is great, and quality is acceptable with minor treatment. To meet budget constraints, work on the planned black water leach field was deferred to phase two. A \$1.7m construction contract was awarded to G.D. Nielson Inc on Napa in November 2014 and Ron Critchley served as our construction manager & inspector on the project. Construction was complete as of early December, and a Notice of Completion filed in early January 2016. Redwood benches and tables, which were constructed on contract by Sonoma County Probation, are complete, delivered, and arranged. Bunk beds were delivered on June 1st and mattresses were delivered on June 10th. Trackers Earth used the Camp as a tenant for the month of June; Reclamation in late June approved the longer-term partnership agreement with Trackers Earth that the Board approved in May. Trackers Earth and the District have co-produced a 40 second promotional video which we are planning to run before movie showings at the Century Napa Valley Theaters. Tuleyome and Trackers Earth are working on co-producing a series of weekend classes for adults and children on outdoor survival and astronomy in early 2017. Unfortunately, a change in life plans for our prospective camp hosts means we are once again without host coverage. For the time being, we are relying on Trackers staff to look after the place as they are on site most days. <u>We are hosting the Boy Scouts Diablo Council Camporee (200+ scouts) on the weekend of October 15th. We have scheduled a ribbon cutting and Fall Festival event for Saturday October 29th.</u>
District Non-profit Foundation	Organize a non-profit foundation to raise funds for District projects	The District Board has approved the goals, objectives and basic structure for a non-profit foundation to assist the District with fundraising. Formation of the foundation will likely be timed to the opening of Camp Berryessa. Director Turjanis in early 2015 began the process of preparing articles of incorporation and identifying potential Board members. Before proceeding further, Director Turjanis and staff continue to meet with other interested organizations about potential collaboration on fundraising and programming.
Lake Hennessey North Shore Trails	Would open up several miles of existing dirt access road, and construct approximately 1 mile of new single track trail, into a loop trail system on the north side of Lake Hennessey, and connecting to the planned Moore Creek Open Space Park trail system.	In November, 2009 the Napa City Council directed city staff to work with the District to finalize an agreement for the proposed Hennessey trails. The District approved a Mitigated Negative Declaration on February 14, 2011. A final lease agreement and operations plan was approved by the District Board in August 2012, and by the City Council in September 2012. Work was completed on the connector trail to Moore Creek in June 2013. Lake Hennessey North Shore Trails formally opened with a ribbon cutting on October 18, 2014. The Sam the Eagle Trail was completed in April 2015 and, in staff's opinion, turned out wonderfully. Forest Trails Alliance donated a hand carved wooden trail sign that was installed at the northern terminus of the new trail. District staff patrol the North Shore several times a week. District staff and volunteers installed the Harold Kelly bench in early June 2015 and constructed a short ADA-compliant access trail to it on July 11, 2015. The County Wildlife Conservation Commission awarded the District a +/- \$2,000 grant to fund installation of an interpretive birding trail developed in partnership with Napa Solano Audubon along the north shore of the lake, signage was installed in May 2015. A new bench along the shoreline was dedicated to former Director Harold Kelly on October 22, 2015. Planning for construction of the next trail segment is now underway. Napa Marble and Granite installed (well, carved) new trail signage for the Shoreline and Sam the Eagle trails in early September. The results look great.
Linda Falls Conservation Easement	Expansion of conservation easement to cover all of the property at Linda Falls owned by the Land Trust of Napa County	The District currently holds a conservation easement on one of several parcels owned by the Land Trust of Napa County. The land trust desires to expand this conservation easement to include all of the land trust's holdings at Linda Falls. The purpose is to provide an additional layer of protection for the property. This is a continuation of a long-term project for the district and land trust to hold easements over each other's properties to protect against unforeseen circumstances that could threaten the conservation values of the properties. District and land trust staff are working on the actual text of the easement to be donated to the District. <u>District staff met with Land Trust staff and completed a site inspection on October 4. Consideration of the easement will be brought to the Board at its October 2016 meeting.</u>

Moore Creek Park Development

Development of open space park on 673 acres acquired by the District adjacent to City of Napa watershed lands at Lake Hennessey to protect habitat, provide recreational trails, and overnight camping facilities.

The park opened on June 30, 2013. The eastern boundary survey and fencing project was completed June 2014. Construction of the Valentine Vista Trail was completed by the Forest Trails Alliance in April 2014. With the help and support of the County Fire Department and County communications technicians, the District has installed an emergency communications radio and antenna at the Ranch House (which has neither landline nor cellular phone service). The next big project is the construction of the Madrone Trail, a roughly 2 miles footpath on the western side of Moore Creek canyon north of the ranch house. In February and March volunteers helped flag and brush the first part of the Madrone Trail. A VO-CAL event with approximately 100 volunteers gathered May 15-17, 2015 to continue this construction. In April we purchased an ATV for use at Moore Creek Park and other facilities, primarily with funds granted by the Wildlife Conservation Commission. The Pruetts, our new volunteer caretakers, moved in to the ranch house in late August, 2015. A dozen volunteers worked on the Madrone Trail on October 3 and 4, 2015, constructing a set of steps and a few hundred feet of new trail. The septic system for the gate house had to be pumped out in November 2015, at which time a collapsed leach field pipe was noted; this was repaired in late December. In January 2016 the District contracted with a new company to provide both high speed internet and phone service to the ranch house to improve safety and emergency response capabilities, as well as make the caretaker's life less isolated; installation was completed in February 2016. Smaller groups of volunteers worked on the Madrone Trail in both March and April 2016, and June 24-26, 2016 more than 140 people volunteered through V-O-Cal, and approximately 1,500 feet of new trail was constructed despite the intense heat. Chino, Chris and a team of intrepid volunteers removed star thistle and generally tidied up the parking area in late August.

Oat Hill Mine Trail

Various improvements to the historic Oat Hill Mine Road

The litigation holding up this project has been successfully concluded. Several of the trail sign posts have been vandalized and will need to be replaced. The District is continuing to work with Tuleyome on a project to clean up the Twin Peaks and Corona Mines, in the hopes this may enable the District to safely open the northern Oat Hill Mine Trail for public use. A volunteer crew did erosion control work on the trail in January 2013. Staff and volunteers in February 2013 to did a comprehensive evaluation of erosion issues on the trail, and experts from the RCD joined staff for another evaluation in early April. The City of Calistoga and CalTrans have restarted discussions about constructing a roundabout at the intersection of Highway 29 and Silverado Trail; the District is tracking these discussions to ensure that whatever design as adopted will provide adequate and safe access to the Oat Hill Mine Trail. The Bay Area Ridge Trail did some cleanup and minor improvements in late October 2013 to the staging area, and the lower 4 miles of the OHMT was dedicated as part of the Ridge Trail on November 10, 2013. The 40 acre Randy Lee Johnson property donation was completed in December 2014. Volunteers made drainage improvements on the trail in late January 2015; a lot more is needed. Work parties to install drain dips to control erosion were held in January and April of 2016. A PG&E contractor attempted to drive an ATV up the OHMT in early June, and ended up going over the side and into a gully. They promptly removed the vehicle and repaired the trail damage.

Rector Ridge/Stags Leap Ridge Trail

Construction of staging area and 6+ miles of Ridge Trail climbing east from Silverado Trail near Rector Creek.

CEQA on this project was completed several years ago--staff has prepared a draft update to the Negative Declaration due to the passage of time since the original approval. The project concept has been approved by the District Board, and was positively viewed by the Veterans Home administration. However, Veterans Home staff had been having difficulty figuring out what approval process is needed, because of ongoing discussions at the state level about the appropriate roles and future programs for the Veterans Home, and then key management staff at the Veterans Home retired in November 2010, so progress was delayed pending the filling of their vacant positions. The District will restart the process when other priorities are under control.

Skyline Park

Permanent protection of Skyline Park

Three past legislative efforts to authorize sale to the County failed due to unrelated disagreements between the state legislature and administration. Separately, the County in September 2009 approved a new park overlay zone and an updated Master Plan for Skyline Park. A fourth legislative effort by Assemblymember Evans in 2010, sponsored by Napa County and supported by the District, was approved by the legislature and signed by the Governor. The County and state General Services agreed on an appraisal process for determining the fair market value purchase price, the County retained an appraiser acceptable to the State, and a draft appraisal was prepared. In late April 2012 the state indicated they did not accept the value as determined by the appraisal and negotiations stalled. A Draft EIR was released in late September 2013 for the proposed expansion of the adjacent Syar Quarry. The District Board approved comments on the DEIR at its October 2013 meeting. The Final EIR was released in November of 2014; the Planning Commission certified the EIR on October 21, 2015. On October 22, 2015, the State applied to the county to rezone Skyline Park by removing the Skyline Wilderness park Combining District overlay, which would make it easier for the State to sell for development and at a higher price. The Planning Commission certification for the quarry expansion was appealed to the Board of Supervisors by two organizations. The District in February 2016 submitted two letters to the Board of Supervisors, one requesting the setback between the quarry and the park be protected through a permanent conservation easement, and the other expressing support for the changes to the quarry project that were recommended by the County Planning Department, with additional protection for Pasini Ridge. In April 2016 the District presented its position to the Board of Supervisors at the public hearing for the project. The Board of Supervisors rejected the appeals and approved the quarry expansion in July 2016. Legislation introduced by Senator Wolk in January 2016 stalled when the State announced it was opposed to any sale of Skyline Park to the District until completion of a state planning process for future health and welfare services.

Smittle Creek

Planning and permits to open this 411 acre holding for public use

The District completed purchase of this property in December 2015. The next step is to conduct resource surveys, complete CEQA, and obtain permits. A botanist was retained in early 2016 to do a reconnaissance level survey of plant resources as the first step in planning for the property. US Geological Survey has requested permission to place a seismic monitoring station on the property; staff has worked with them to identify an appropriate location. In July 2016 the placement request was submitted to the Wildlife Conservation Board (WCB) for concurrence, which as the provider of the grant to acquire the property has the right to review such changes. WCB approved the request in August. An access agreement with USGS is before the District Board for approval at the September 2016 meeting.

Suscol Headwaters

Kirkland Ranch Acquisition of land and easements to protect Suscol Headwaters and construct Ridge Trail from Highway 12 to Skyline Park.

The Purchase and Sale Agreement was adopted by the District Board at its June 8, 2015 meeting. Phase I of the acquisition closed in September 2015. Funding for Phase I xMW from Napa County in exchange for the County receiving an equal amount from the Priority Conservation Area program administered by MTC. Caltrans and the US Fish and Wildlife Service are seriously looking in to the possibility of turning a portion of the property into red-legged frog mitigation area, which could involve substantial grant funding for property purchase and wildlife improvements. On July 1st 2015 the board of the Napa Sanitation District approved an easement option agreement which should allow us to construct a trail and trailhead parking lot on their Kelly Road sprayfield property. Survey work, the costs of which are split between buyer and seller according to our purchase agreement, is underway and has been somewhat complicated by the lack of monumentation along the Napa/Solano county line. The Phase One acquisition closed on October 20, 2015. Staff continues to work with Caltrans and the USFWS to secure funds for Phase Two; another site visit with their biologists was completed on January 15, 2016. The Caltrans and USFWS biologists have both left for other employment, and their replacements have now been replaced by new replacements. A site visit with the new Caltrans staff assigned to this project occurred in early August and went well. Caltrans is currently exploring options for creating new red legged frog habitat on the site.

Spanish Valley, Crystal Flats, and Stone Corral

Planning for open space donated by Bob and Evalyn Trinchero

The District took full possession of the properties on January 1, 2012. Staff met with key community leaders from Lake Berryessa Estates on February 6 and March 6, 2011. A public session was held April 21st at the Pope Valley Farm Center. The District has negotiated an easement across the District's Stone Corral property to resolve one of the clouds on the title to this land; this easement was approved by the Board at its October meeting, and has now been finalized and recorded. Staff met with the LBEPOA Board many times in 2011-2013 to discuss use of the Crystal Flats and Stone Corral areas. District staff has prepared a draft agreement between the District and the Association, which the Association has informally rejected. The well serving Spanish Valley was repaired in November 2013. The District also sealed up an abandoned dry well bore discovered on the property. A group of 10 boyscouts GPS'd old ranch roads and 4-wheel drive tracks on the Spanish Valley property for us over the weekend of April 26-27 so that we can create a map of existing roads and trails. A contract for archeological surveying (a required part of the CEQA process) was completed by Tom Origer and Associates in June, 2014. Staff completed a preliminary survey of the Spanish Valley access road in late July 2012 and, while legal access to the property has been established, it does not appear that the existing road is located within the Spanish Valley Trail easement. In early January 2014 staff learned the affected parcels are for sale. Staff's cash offer to purchase half of the property in mid March was rejected and we have decided to be patient while the property owner attempts to find a better buyer (as we think it unlikely that there is one). In February 2013 several no trespassing signs were installed in response to some evidence of illegal OHV use. The Crystal Flats sign was immediately removed and the lock on the gate removed; a more secure temporary lock has been installed, and staff is researching a new gate that will exclude ATV's and motorcycles while allowing hikers, bicyclists and equestrians. The District is partnering with Tuleyome to investigate and come up with the trail alignment connecting Spanish Valley to the Pope To Putah Trail on BLM land which is under construction by Tuleyome. An abandoned trailer in Spanish Valley was removed in July 2014 at no cost to the District using an abandoned vehicle program administered by the County. The Butts Canyon fire did not reach District property, but CDF graded several emergency roads and firebreaks through Spanish Valley. CDF did some remediation work after the fire to address grading damage. The Board in March 2015 adopted interim policies for the Crystal Flats and Stone Corral holdings regarding hunting, shooting, fires and motorized vehicle use. The District in 2015 reimbursed the Lake Berryessa Estates Property Owner's Association for half the cost (~\$4,000) for pruning hazardous trees in the small campground within the Crystal Flats property (which has been used by the Association since the 1970's).

State Parks	Operate Bothe-Napa Valley State Park and the Bale Grist Mill State Historic Park	The District, with assistance from the Napa Valley State Parks Association took over management of the parks on April 1, 2012. A County permit for the pool was obtained in July 2012. The state completed installing 3 yurts in October 2012. The District has installed 7 additional yurts. Numerous volunteer projects have been organized. A volunteer forestry management group has been formed and the District has acquired a boom truck and other equipment to facilitate hazardous tree removal and pruning. Utility service accounts have been transferred from the state to the District. An improved recycling system has been implemented. Every septic tank in the park has been pumped clean, and sewer lines were located and cleared of root blockages. Two additional failed septic tanks were discovered in March 2013 and pumped clean. Nearly \$270,000 in gifts, grants and pledges have been obtained to assist with improvements at the parks. The historic Taylor House was repaired and made available for long-term rental in 2013. The District and State Parks have finalized an agreement regarding the "found" state money that provides up to \$537,800 in State funds being granted to the District to cover some salaries and two capital improvement projects (replacement roofs and AC overlay to the picnic area road). The District sponsored SB 170 (Wolk) which would exempt the mill from state food processing facility requirements so that flour from the mill can be sold as a food item; the bill passed the legislature, but unfortunately opposition from the Department of Public Health resulted in the Governor vetoing the bill. Senator Wolk reintroduced the same legislation in the 2015 session; the bill passed the Senate, but was turned into a two year bill, and then dropped, due to continued opposition from the Department of Public Health. Architectural plans for the repair of the cabins were submitted in February 2014 for State Parks approval, and were approved in December 2014. In March 2014 the district was approached by several organizations and individuals requesting that the District consider taking over management of Robert Louis Stevenson State Park; after approval from the Board, staff in June 2014 submitted a proposal to State Parks to manage some aspects of RLS; this proposal has received favorable response, the necessary legislative authorization was approved as part of the proposed State budget for 2015-16. A free admission day including the dedication of the Ridge Trail/Vine Trail junction was held on July 27, 2014. State-grant funded roof repairs and day use area roadways were completed in November 2014. The District provided State Parks with a draft Agreement in mid-October of 2015; the draft agreement is still under review by State Parks. In early 2016 State Parks indicated that for now local operating agreements were only being extended for two years, and that the two year extension wouldn't be completed until the end of 2016. After meeting with the State Parks Director in August 2016, State Parks indicated they would process a 20 year extension as had been initially agreed. Cabin repairs and furnishings, improvements and inspections are complete for three cabins and a shower/toilet combo building, and mostly complete for the remaining two cabins that will be rented to the public. The reservation system was set up through Reserve America, and cabin rentals started in June 2016.
The Cove	Acquisition of the 160 acre Girl Scout Camp	<u>Term sheet negotiated. Approval of purchase and sale agreement with one year escrow before Board of Directors on October 10, 2016.</u>
Vallejo Lakes	Possible purchase of 1100 acres of surplus Vallejo Water District lands, of which 200 acres are located in Napa County	Discussions between the District, the Land Trust of Napa County, the County of Solano and the Solano Land Trust indicate a common desire to work together to purchase this property adjacent to Skyline Park. The City Council of the City of Vallejo has officially authorized staff to pursue surplusing of the property. The City of Vallejo has hired an appraiser to prepare an estimate of the property's fair market value, but this has not yet been released. The District GM, together with the County of Solano EO, in February 2012 each sent letters to the City of Vallejo formally expressing interest in the property and requesting notification per state law of any planned surplusing of the property. Sale of the property by the City has been delayed because of complications related to questions about how best to supply water to residents in Green Valley. The Trust for Public Land has expressed interest in assisting with the purchase of this area. Staff from the District and its partners met with the Vallejo City Manager in April 2014; the surplusing process has become more complicated and the City does not anticipate any action in the near future, but meanwhile the City Manager appears open to working with us to figure out a mutually beneficial outcome. Staff had a very interesting meeting with City of Vallejo water division staff and a tour of Lake Curry in late May. The Lake Curry property can only be described as a jewel, and the City of Vallejo would clearly like to divest it. District staff is presently exploring a broad array of options.
Vine Trail	A Class I bicycle/pedestrian path extending from Calistoga to the Vallejo Ferry Terminal sponsored by the Vine Trail Coalition, of which the District is a participating member.	The District has entered into an MOU with the Vine Trail Coalition to provide assistance as requested by the Coalition in receiving funds, preparing plans and environmental documents, constructing and operating the trail. The District, the Bay Area Ridge Trail, the San Francisco Bay Trail and the Vine Trail Coalition have prepared a joint Case Statement for the combined trail network for fundraising purposes. The District on February 5, 2010 submitted an appropriations request for FY 2011 to Senator Feinstein, and a similar request to Congressman Thompson on February 26, 2010 on behalf of the Vine Trail Coalition. The District in April 2013 approved and sent a letter of support for the City of Calistoga's request for a grant from the Coastal Conservancy to plan the trail through Calistoga. The Board President in early June 2014 sent a letter of support for a Vine Trail federal "Tiger" grant to help construct the section of trail between Yountville and Napa. The District continues to coordinate with the Vine Trail on plans to route the Vine Trail through Bothe-Napa Valley State Park. A joint Vine Trail/Ridge Trail dedication event was held at Bothe on July 27, 2014. In March 2015 the Vine Trail initiated discussions with district staff about the possibility of the District providing maintenance for the entire Vine Trail. Syar Industries in March 2015 entered into an agreement with Napa Pipe and the Vine Trail to provide an easement for the trail connection between Napa Pipe and Kennedy Park. The Vine Trail Coalition has asked the District whether it would be willing and able to take on operation and maintenance of the Vine Trail as sections are completed, if adequate funding can be obtained. The Vine Trail Coalition, the County and the cities along its route, and the District are currently in discussions about which is the best entity to operate and maintain the trail. The County Board of Supervisors considered this issue on December 8, 2015, but no decisions were made. A meeting with the TAC for the Napa County Transportation Planning Agency to continue the discussion about who should manage the trail was held January 14, 2016; no decisions were made at that time. Another meeting on this topic was held on Thursday July 11, 2016 at NVTA. The cities and the county appear to be headed toward a process where each entity maintains the section within their jurisdiction, rather than paying into a common fund for common maintenance.

Completed Projects

Amy's Grove Donation of 50 acres along Dry Creek and Wing Creek	The donation of approximately 50 acres of open space from the Chamberlain family to the District closed in December 2015.
Bay Area Ridge Trail Realignment Amendment to the proposed alignment of the Bay Area Ridge Trail extend north to the Oat Hill Mine Trail	In December of 2012 the Bay Area Ridge Trail Council approved the proposed realignment of the Ridge Trail through Napa County as requested by the District.
Bay/River Trail -- American Canyon to Napa Phase I Phase One--Euclptus Drive to Green Island Road	Constructed approximately 5 miles of Class I bicycle and pedestrian path in the vicinity of American Canyon along the Napa River was completed in April 2012, in partnership with the City of American Canyon, Department of Fish and Game and Napa Vallejo Waste Management Authority. A formal opening ceremony was held June 2, 2012.
Phase Two-A Pond 10	DFW surfaced the exsiting levee with gravel and opened the gate to the public in spring 2015.
Phase Three--Soscol Ferry Road to Napa Pipe	Completed construction in spring of 2015 of 0.7 miles between Soscol Ferry Road and the Napa Pipe property in the Napa Valley Corporate Park. The contractor will need to return in the summer of 2015 to reapply stabilizer in those spots where it didn't set up due to cold and wet weather.
Berryess Peak Trail Obtain right of way and construct trail to provide public access to extensive federal lands on Blue Ridge and to Berryessa Peak	Obtained donated trail easement from the Ahmann family to close gaps between existing public lands on Blue Ridge. A Negative Declaration and Use Permit hearing was approved December 16, 2009 by the County Planning Commission. An Operations and Management Plan has been approved by the property owner and the District. BLM's biologist inspected the alignment on September 17, 2011. There have been volunteer trail building work parties have been held numerous times between 2011 and the present, and the trail is now done except for signage and a fence crossing. District staff met with Fish and Game on June 15, 2012 to discuss signage at the trailhead on DFG property, and in November 2012 submitted signage language for DFG review. Staff contacted DFG (now DFW) in February of 2013, again in early April, and again in late summer to determine the status of their review. In January 2014 DFW staff responded with an alternative entry sign design, and accepted our fence stile design. Volunteers installed the fence stile in March 2014. DFW installed the trail sign in late June 2015, though the sign copy is missing some information required by the trail easement that the trail uses after leaving DFW property. See attached picture. Staff has prepared two new signs to be placed at the termini of the private land trail easement that clearly state the rules for using the easement; these were installed by volunteers in late December 2015.
Berryessa Vista Acquisition Purchase of 224 acres from the Land Trust of Napa County for use as a public park completed in early 2008 using State Prop 12 funds.	
Cedar Roughs/Smittle Creek Acquisition of 443 acres providing public access to Cedar Roughs from Smittle Creek Day Use Area	Purchase of the property closed in December 2015.
Connolly Ranch Construction of patio, restrooms and cooking facilities completed in 2008 using State Prop 12 funds.	
Historic ROW Analysis Study to determine location and status of historic road Rights-of-Way and whether they have value as non-motorized recreational trails	Staff has completed a comprehensive review of historic rights-of-way, and is now focusing attention on those which have greatest potential.
Linda Falls Conservation easement accepted in spring 2008 from Land Trust of Napa County to provide additional protection for this 39 acre property, which is owned by the land trust	
Master Plan Development The Master Plan for 2008-2013 was approved in January 2009	

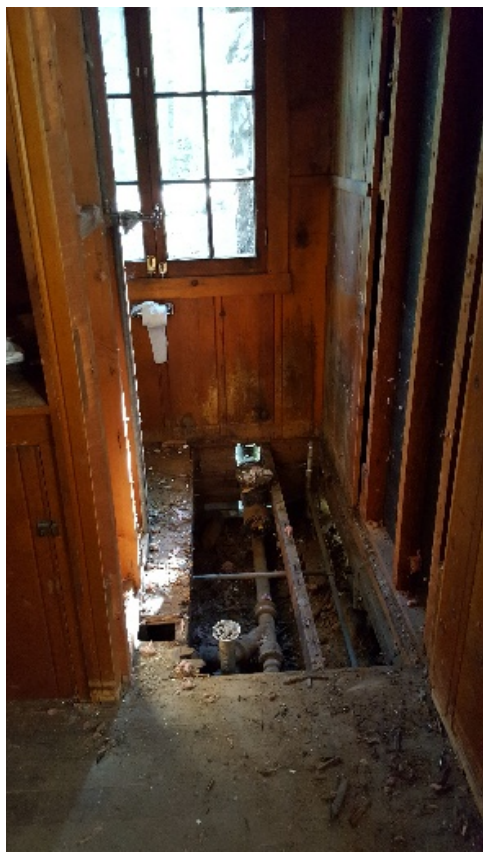
<p>Master Plan Update First scheduled update to the Master Plan adopted in January 2009</p>	<p>Board adhoc committee appointed. Methodology for doing update has been agreed upon. Project was delayed due to competing demands on staff time (primarily the effort to keep Napa's state parks from closing. A draft update has been prepared by staff working with the Board ad hoc committee for the Master Plan update, and released by the Board at the April 9, 2012 meeting for public comment. The plan update was adopted by the Board at its June 2012 meeting.</p>
<p>Milliken Reservoir Trails and Picnic Area Feasibility Study Would construct approximately 3 miles of Bay Area Ridge Trail plus additional feeder and loop trails, along with a staging and picnic area</p>	<p>The feasibility study has been completed, and accepted by the Board of Directors. The Napa City Council in November, 2009 approved city staff recommendation to hold off on the Milliken Reservoir trails project until the Hennessey trail project is up and running.</p>
<p>Moore Creek Open Space Park Acquisition of 673 acres in the Moore Creek Watershed completed in December 2008.</p>	
<p>Napa River Ecological Reserve Improvements Parking area paved, and rock barrier installed to control vehicular access in 2007. Trash enclosure constructed and entry signs restored by volunteers in 2008. Deteriorated kiosk removed in 2008. The District in July 2008 assumed the County's role in managing the preserve under the joint management agreement with DFG. A new maintenance contract with the non-profit organization Options 3 was started in January 2009. The old deteriorated information kiosk, which had become a serious eyesore, was removed in November 2008.</p>	
<p>Napa River Ecological Reserve Restoration This multi-year project resulted in the removal of the bulk of the invasive teasel that had taken over the 5 acre meadow at the entrance to the Reserve, and the construction of a short native plant interpretive trail. Work was done by volunteers, students, and paid contractors. In doing this work, several thousand students received a day of environmental education about native and invasive plants and riparian ecology.</p>	
<p>Napa River Flood Control Easement Conservation easement accepted by District in 2007 to facilitate Flood District project and grant funding</p>	
<p>Newell Preserve Improvements Provide on-site water supply for group campground for cattle</p>	<p>As part of the arrangement with the land trust on the District's purchase of Berryessa Vista, the land trust was willing to use some of the proceeds from the transaction to fund a well pump and distribution system at the Preserve. However, the first well drilled by the City of American Canyon came up dry. The City has dropped plans for drilling any more test wells.</p>
<p>Oat Hill Mine Trail The Oat Hill Mine Trail was formally opened in May of 2008, after a major volunteer work party doing signage installation, brush removal and erosion control.</p>	
<p>Oat Hill Mine Trail Transfer of 40 acre parcel from BLM</p>	<p>The District in 2008 applied to BLM for a non-fee transfer to the District of a 40 acre parcel at Maple Springs on the Oat Hill Mine Trail; this application is pending. Staff met with BLM in February 2011 to discuss how to speed up this transfer; another meeting with the same topic was held August 5, 2011. The District is still waiting on BLM to process the application. BLM in April 2016 indicated they did not want to transfer this parcel, so the District's application will be dropped.</p>
<p>River to Ridge Trail Enhancements Installation of animal silhouettes along the entryway fence illustrating the types of birds and mammals that can be found in the area completed by Eagle Scout candidate in 2008. In November 2008 five Valley Oak trees were planted at the Highway 221 entrance to the trail with the assistance of a volunteer from CNPS.</p>	
<p>River to Ridge Trail Lot line adjustment to legalize River to Ridge Trail as constructed (it currently encroaches on</p>	<p>Deeds accomplishing the adjustment in property boundaries between Syar and the State have been recorded.</p>
<p>River to Ridge Trail Entrance Enhancements A new information kiosk was installed at the entrance in December 2008 as part of a Boy Scout project. Several Live Oak seedlings were donated by CNPS and have been planted at the entrance to improve its appearance.</p>	
<p>River to Ridge Trail Correct drainage problems to trail can be used year-round.</p>	<p>Two volunteer work weekends in March and April and two more in May of 2010 were organized by the District to clear brush, improve drainage, and surface about 300 feet of the trail with quarry fines to control problems with mud. Volunteers completed additional work in August 2011.</p>
<p>Skyline Park Road and Trail Improvements Erosion control work on Lake Marie Road, and paving of campground loop road, completed in 2007 using State Prop 12 funds.</p>	
<p>Skyline Park Concessionaire Agreement Renewal District staff negotiated renewal of concessionaire agreement on behalf of the County. The renewal involved changes to the fee schedule and amendments to and approval of subagreements with three non-profit partner organizations.</p>	

<p>Skyline Park Trail Improvements Major volunteer event to reroute and repair trails</p>	<p>Staff worked with SPCA and V-O-CAL to sponsor a weekend work party on October 15-17, 2010. Approximately 110 volunteers worked to reroute and repair trails experiencing serious erosion problems. SPCA is donating \$1,000 toward expenses.</p>
<p>Skyline Park Facility Improvements Partner-sponsored improvement include a second greenhouse and a covered equestrian arena.</p>	<p>The proposals for a second greenhouse and a covered arena were approved by the Department of General Services and by the County Board of Supervisors. The sponsors of these projects are now raising funds for implementation.</p>
<p>South Napa Wetlands Habitat Area Transfer to the District those wetlands owned by the Napa County flood control district between the Napa River, Highway 29 and Newport Drive for use as habitat and nature-based recreation.</p>	<p>Transfer was approved in concept by the flood control district, and Park District staff prepared the first draft of a transfer agreement. Subsequently, attorney's for the flood district concluded it would be better from their perspective for the flood district to retain ownership of the property, due to their ongoing maintenance obligations.</p>
<p>State Parks Assume management of Bothe-Napa Valley State Park and keep it and the Bale Grist Mill</p>	<p>The District took over operations of the parks on April 1, 2012, and have a 5 year agreement with the State to continue operating the parks. Since assuming operations, the District has repaired and rented the historic Wright House, installed 7 yurts, repaired 3 cabins for overnight use, converted 1 building into a combo shower/toilet facility, nearly done repairing 2 additional cabins for overnight use, improved the pool, and completed substantial deferred maintenance.</p>
<p>Trichero Open Space Acquisition Donation of 3,400 acres of open space to the District by Bob and Evalyn Trincherro</p>	<p>The donation was completed on December 29, 2010. A related granting of an access easement to the Lake Berryessa Resort Improvement District was completed in mid-January 2011.</p>
<p>Wild Lake Ranch Assist land trust with planning and possible joint management of trails, camping and picnic areas.</p>	<p>The District participated in the development of a strategic plan for the property, together with other public lands in the area, that was led by the Land Trust of Napa County. The land trust has decided, at least for the near term, to manage the Wildlake-Duff property itself.</p>

September 2016 Park Report

Time flies when park visitors are having fun. Though schools get started in mid-August, we find September is still a busy month for the parks. The staff continues to work as a team to keep the operation running smoothly and that is a testament to their commitment

Bothe-Napa Valley State Park



Labor Day weekend was busy, yet cooler than expected. The Pool was open for that last weekend. I commend our two lifeguards for working all summer without any other help. They kept the pool safe, despite the need for a backup lifeguard. With some hiring challenges, we had two trained staff members in the wings waiting for the hire by the state, but it was not in the cards. Hopefully this will change for next year. The pool is too popular to rely just on two lifeguards all summer.

The newly opened cabins are becoming popular and we are learning how visitors treat the cabins and how involved the cleaning is. They do bring in good revenue and that is what is important for the future of the park. The small cabins are getting closer to being completed. Rob and crew have been working on the interiors repairing plumbing, floor work, new showers and painting the insides. Contracts are getting set up for wood floor refinishing in the main room, and vinyl for the restrooms and kitchens. Appliances have been purchased and will be delivered to the park the first week of October. Rob will make the counters and new counter tops will be installed with stove tops and sinks.

The staff at Bothe always goes the extra mile to make the visitors experience special. We received an e-mail from a man who asked if we could help surprise his wife for their anniversary. He asked that a bouquet of flowers and a bottle of champagne be placed in the Yurt he rented for the weekend. This couple was from England and since we are a campground he was not sure this could be done. Certainly not a task a campground would handle, but Margaret, one of our staff members, did go the extra mile to make that happen.

Bale Grist Mill

Two events in one weekend happened at the Bale Mill. One of the park employees and his fiancé were married at the Bale Mill the Friday night before the Harvest Dinner. Certainly a special event for them as

they have volunteered at the mill for a few events and the staff wanted to help make their special day a success.

The Harvest Dinner on Saturday night was also a success and the weather could not have been more perfect for both nights. The NVSPA should be pleased with the attendance and the Silent auction was run very smoothly by a group of wonderful volunteers. Local wineries were very generous with wine donations for both the dinner and silent auction.



September also means prepping for Old Mill Days that is set for Oct. 1st and 2nd. A handful of staff get all that is needed to put on a great event.

Ranger Sandy was invited to speak at the Kiwanis breakfast in September to talk about the parks and thank the organization for their continued support and volunteer time to build and repair bridges, stairs decks and the pioneer cemetery fencing. The group has asked "What is our next project?"