



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

Karen Bower 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 12, 2020 at 2:00 P.M.
Via Zoom Conference Call

Instructions for Joining Zoom Meeting

Internet access

<https://zoom.us/j/98977657193?pwd=UDdlaVV0YlZkL0NqRUkyRDYvSm9PdZ09>

Meeting ID: 989 7765 7193

Passcode: 941214

One tap mobile access

+16699006833,,98977657193#,,,,,0#,,941214# US (San Jose)

+14086380968,,98977657193#,,,,,0#,,941214# US (San Jose)

Or dial by your location

+1 669 900 6833 US (San Jose)

+1 408 638 0968 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Germantown)

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.

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 707.299.1377.

Prior to action on any item, the Board President will ask for comments from any member of the audience. 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

- a. Appointment of Robert Minahen as District Treasurer, and Ryan Ayers as District Secretary.

4. Administrative Items

- a. Consideration and potential approval of minutes for Board of Directors meeting of September 14, 2020.
- b. Consideration and potential dedication of Bay Area Ridge Trail in Suscol Headwaters Park.
- c. Consideration and potential authorization to grant a conservation easement to the Land Trust of Napa County over approximately 1,900 acres known as Spanish Valley (Assessor's Parcel Numbers 016-120-020, 016-140-016, and 015-080-012)
- d. Receipt of report on expenditures, encumbrances, donations, and grants approved by District staff for September 2020.

- e. Review of the District Projects Status Report.
- f. 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.

7. Adjournment



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

Karen Bower 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 14, 2020 at 2:00 P.M.
Via Zoom Conference Call

1. Call to Order and Roll Call

**Directors Present: Barry Christian, Tony Norris, Karen Bower-Turjanis, David Finigan, Brent Randol,
Staff Present: John Woodbury, Chris Cahill, Kyra Purvis, Ryan Ayers, Rick Fessenden**

2. Public Comment

None.

3. Set Matters

None.

4. Administrative Items

- a. Consideration and potential approval of minutes for Board of Directors meeting of August 10, 2020.
**Minutes for the August 10, 2020 meeting were approved as presented.
TN-KBT- BC-BR - DF
A**
- b. Consideration and potential approval of an amendment to the District Personnel Manual regarding eligibility for family and/or medical care leaves.
**Directors voted to approve the proposed amendment to the District Personnel Manual regarding eligibility for family and/or medical care leaves.
DF - KBT- TN- BC-BR**
- c. Consideration and potential approval of eviction policy for Bothe-Napa Valley State Park.
**Directors voted to approve the proposed eviction policy for Bothe-Napa Valley State Park.
KBT- TN- BC-BR-DF**
- d. Receipt of report on expenditures, encumbrances, donations, and grants approved by District staff for July 2020.
Report Received: No action taken.

- e. Review of the District Projects Status Report.
Report Received: No action taken.
- f. Receipt of monthly report for Bothe-Napa Valley State Park and the Bale Grist Mill State Historic Park.
Report Received: No action taken.

5. Announcements by Board and Staff

- Director Christian has reappointed himself as the NOSD representative to the WICC Board with Director Randol as alternate.
- Director Christian announced that the City of American Canyon has opened the bidding process for new road and bicycle-pedestrian path from Wetlands Edge Park to the Napa Airport.
- Director Christian announced that the County Board of Supervisors have approved a grant request for the Napa Valley Vine Trail for up to \$10 million for completion of the section between Yountville and St. Helena. Some discussion of additional/total funding for project.

6. Agenda Planning

- Director Christian discussed exploring adding fire safety/fire mitigation training and education efforts to future Board Meetings. John Woodbury added notes about current discussion with the Agriculture Commissioner's Office and Napa RCD about an ongoing grant proposal for fire mitigation work.
- John Woodbury discussed recent CA State Supreme Court refusal to hear a court case from the San Francisco Appellate Court dealing with ballot measures and majority needed for voter approval. More discussion needed as more analysis comes in the future.

7. Adjournment

Adjourned the Regular NOSD Board Meeting September 14, 2020 at 3:10pm.

SIGNED: _____
Barry Christian, Board President

ATTEST: _____
Ryan Ayers, NOSD Staff

Key:

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

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

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



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

STAFF REPORT

By: John Woodbury
Date: October 12, 2020
Item: **4.b**
Subject: Consideration and potential dedication of 1.5 miles of Bay Area Ridge Trail in Suscol Headwaters Park.

RECOMMENDATION

Dedicate approximately 1.5 miles of Bay Area Ridge Trail, connecting the Napa-Solano Ridge Trail Loop Trail to the north to the highest point in the Suscol Headwaters Park as well as to the southern edge of Phase One of the park.

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 Napa Open Space District acquired the 706 acre Suscol Headwaters property in two phases, in 2015 and 2017. The October 2017 wildfires burned much of the property, which delayed opening of the property to the public. As part of fire remediation work on the Napa-Solano Ridge Trail Loop, the District's contractor completed a physical single track trail connection from the dirt ranch road in the Suscol Headwaters property to the Napa-Solano Ridge Trail Loop to allow access by construction equipment. In February of 2020 the District obtained a Use Permit from the County of Napa to open the northern portion of the property for public recreation (Phase One), and immediately thereafter officially opened to public use the single track section of trail between the Loop and the highest knob within the Suscol Headwaters property, as well as the ranch road between base of the knob to the southern end of Phase One of Suscol Headwaters Park.

One of the objectives in the District's purchase of the Suscol Headwaters property has from the beginning been to extend the Bay Area Ridge Trail through the property, from Skyline Park to Jamieson Canyon. The Bay Area Ridge Trail Council contributed \$50,000 to the purchase of the property, tapping funds the State Coastal Conservancy had made available to complete more sections of the Bay Area Ridge Trail.

The Bay Area Ridge Trail when complete will be an approximately 550 mile trail circumnavigating the Bay Area along the ridges around the region. Currently about 385 miles of the trail have been completed.

Currently Phase One of Suscol Headwaters Park is accessible through Skyline Wilderness Park with ample parking for hikers, cyclists and equestrians at the Imola Ave East staging area. Trail users must traverse 4.5

miles of dedicated Ridge Trail in Skyline Park to access the new 1.5 miles of trail in Suscol, making it a 12-mile outing to see the entirety of the new trail. The District is currently negotiating permission to construct a staging area next to North Kelly Road on Napa Sanitation District property. Once that is obtained, the District will seek an amendment to its Use Permit and extend the trail will be extended from its present southern terminus down to North Kelly Road.

Dedication of a trail as part of the Bay Area Ridge Trail has no legally binding effect. As part of dedication, Ridge Trail signs will be installed at appropriate locations along the trail, and the Ridge Trail Council will include this section of the Ridge Trail in their various maps, publications and outreach efforts.

Because of restrictions on group gatherings during the COVID-19 pandemic, the District and the Ridge Trail Council have agreed to postpone a ceremonial opening to a later date.

Attached to this memo is a brief description of the Bay Area Ridge Trail, as well as a detailed trail map showing how the new segment of Ridge Trail connects to the existing segment of dedicated Ridge Trail through Skyline Park.



Bay Area Ridge Trail

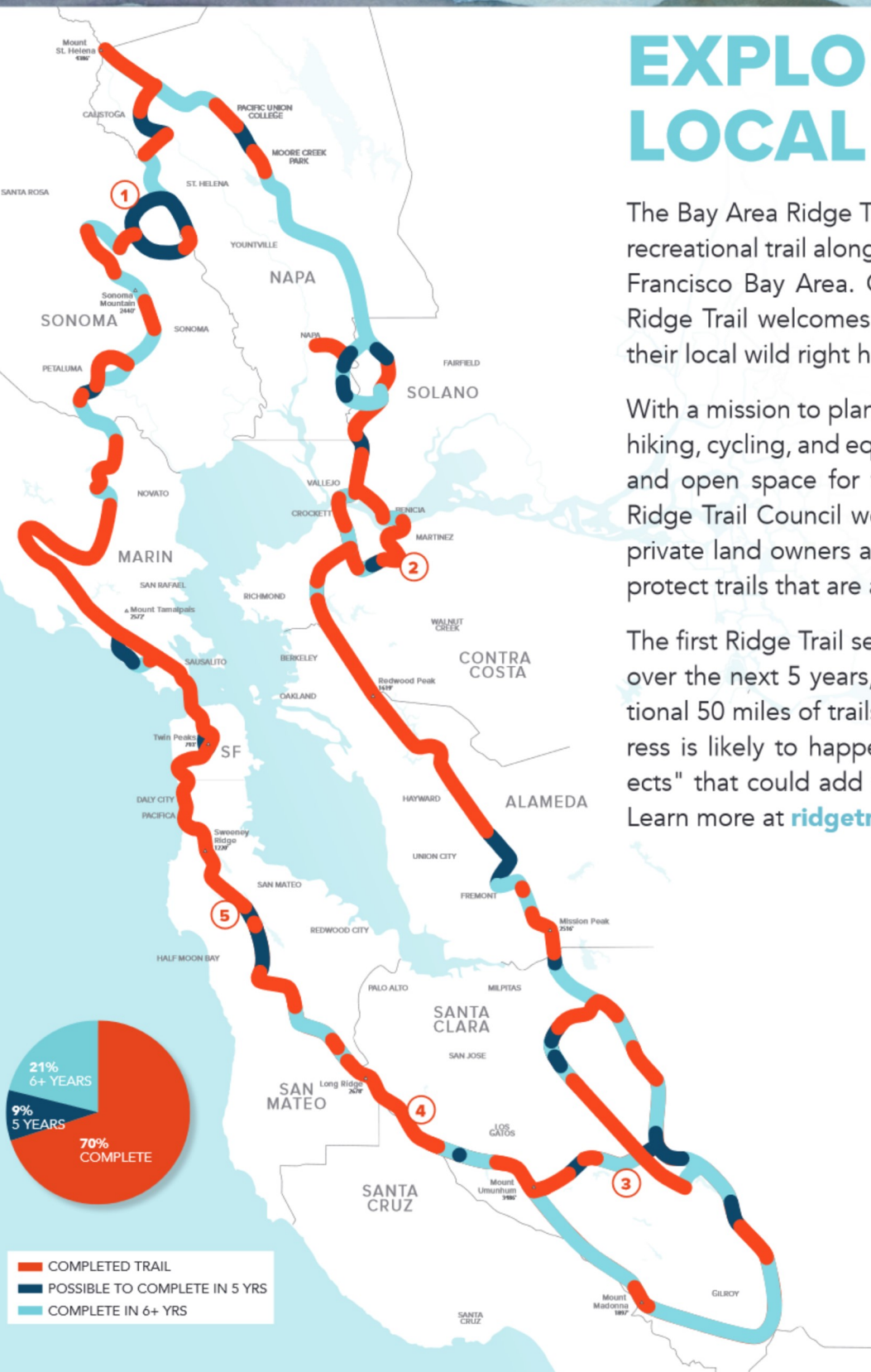
360° of Inspiration | ridgetrail.org

EXPLORE YOUR LOCAL WILD

The Bay Area Ridge Trail is a planned 550-mile multi-use recreational trail along the ridgelines surrounding the San Francisco Bay Area. Currently over 385 miles long, the Ridge Trail welcomes all outdoor enthusiasts to explore their local wild right here in the Bay Area.

With a mission to plan, promote and sustain a connected hiking, cycling, and equestrian trail—linking people, parks and open space for today and future generations, the Ridge Trail Council works with parks and landmanagers, private land owners and local governments to build and protect trails that are accessible to all users.

The first Ridge Trail segment was dedicated in 1989, and over the next 5 years, it is possible to dedicate an additional 50 miles of trails. The map shows where that progress is likely to happen, as well as some "catalyst projects" that could add significant miles to the Ridge Trail. Learn more at ridgetrail.org.



CATALYST PROJECTS

- 1 SUGAR HOOD LOOP
Sonoma County
- 2 CARQUINEZ STRAIT SCENIC LOOP TRAIL
Solano & Contra Costa Counties
- 3 NORTH COYOTE VALLEY
Santa Clara County
- 4 HIGHWAY 17 CROSSING
Santa Clara County
- 5 HIGHWAY 92 CROSSING
San Mateo County



Skyline Wilderness Park and Napa Solano Ridge Trail

From: Park Entrance
To: end of Suscol Ridge Trail



Post your photos @bayarearidgetrail and see them on our website. #bayarearidgetrail



Skyline Wilderness Park and Napa Solano Ridge Trail**From:** Park Entrance**To:** end of Suscol Ridge Trail**Length:** 6.4 miles one-way for hikers, 6.5 miles one-way for multiuse route (plus 6.4 or 6.5-mile return; alternative return route possible).**Elevation Gain/Loss:** 1,400 feet/550 feet one-way**Accessibility:** Hikers, equestrians, and mountain bikers

East of Napa State Hospital in the southern foothills of Napa Valley, this out-and-back trail is for hardy hikers and careful equestrians and mountain bikers; it is a narrow, often rocky trail. After a steep climb in the first mile, the trail ambles through oak forests and high grasslands to views of North Bay marshes and mountains and then continues beside a perennial stream to the far reaches of the park. In October 2017, the Atlas Fire burned through most of Skyline Wilderness Park and fire damage surrounds the Ridge Trail. In the months following the fire, hundreds of damaged trees were removed. Start early, particularly on warm days, and take plenty of water. The trail arrives to Suscol Headwaters Park, which opened in 2020 and has several new trail slated to be opened by 2022. In addition to the vistas along the ridge, hikers may choose to enjoy the .2 mile-long Lookout Trail.

This trail description is excerpted from the 2019 Guidebook. For details on all trails, trailheads and more [buy the book](#) from Wilderness Press.

For more resources to plan your trip, visit our [Trail Tools](#) page.

LINK to buy book: <https://advkeen.co/BayAreaRidgeTrail>

LINK to Trail Tools: <https://ridgetrail.org/trail-tools/>

Post your photos [@bayarearidgetrail](#) and see them on our website. [#bayarearidgetrail](#)

The Bay Area Ridge Trail Council ▶ 1007 General Kennedy Ave., Suite 3 ▶ San Francisco, CA 94129-1405 ▶ (415) 561-2595 ▶ [RidgeTrail.org](#)



STAFF REPORT

By: John Woodbury
Date: October 12, 2020
Item: **4.c**
Subject: Consideration and potential authorization to grant a conservation easement to the Land Trust of Napa County over approximately 1,900 acres known as Spanish Valley (Assessor's Parcel Numbers 016-120-020, 016-140-016, and 015-080-012)

RECOMMENDATION

Authorize the Board President and/or General Manager to sign and record a conservation easement over the District's Spanish Valley property.

ENVIRONMENTAL DETERMINATION

The proposed action is exempt from the California Environmental Quality Act, pursuant to 14 California Code of Regulations 15325 (State CEQA Guidelines): Class 25, Transfers of Ownership of Interest in Land to Preserve Existing Natural Conditions and Historical Resources.

BACKGROUND

Bournemouth LLC in December Of 2012 donated to the District the property known as Spanish Valley. The donation did not restrict what the District could do with the property, although the expectation of the donor and the District was that it would be used for open space purposes (resource protection and public recreation).

Most District properties are restricted in how they can be utilized by the terms of the funding that was used to acquire the property. This is the case with Moore Creek Park, Suscol Headwaters Park, and Berryessa Vista Wilderness Park, all of which were purchased using grants that restrict future use. The 51 acre Amy's Grove property donated to the District is also restricted by terms of that donation. If the District were to violate the restrictions on these properties, the funders/grantors have the right to step in and take ownership of the property.

However, several District parcels are owned by the District free and clear, with no restrictions. The largest of these is the property donated by Bournemouth LLC at Spanish Valley, Crystal Flats and Stone Corral. Other properties owned free and clear by the District include 160 acres at The Cove, 9 acres along Dry Creek Road and an 80 acre addition to Berryessa Vista Wilderness Park completed in 2019.

The District works closely with the Land Trust of Napa County to conserve open space resources and provide appropriate public access. One of the ways the District and Trust work together is to provide secondary or backup protection for property owned by the other party. This can be done by granting a conservation

easement over one party's property to the other party. Doing this reduces the risk of either (1) a future governing board deciding to abandon conservation goals and profit by selling a property for development or (2) the property being lost due to an adverse legal decision forcing the land be sold to settle other debts.

In 2008 the District acquired what is now Berryessa Vista Wilderness Park from the Land Trust for approximately one-third of its market value; as part of this transaction, the Land Trust retained a conservation easement over the property. In 2016 the Land Trust donated a conservation easement to the District covering the Land Trust's Linda Falls property that limits future use and development of Linda Falls. The proposed action would continue this practice of placing conservation easements over the other party's property, by granting the Trust a conservation easement over the District's Spanish Valley.

The proposed conservation easement would prevent most development on the 1,900 acres in Spanish Valley owned by the District, excluding 32 acres spread across 5 development zones. Outside of the development zones, no development would be allowed other than recreational trails and related signage and minor improvements, as well as roads connecting between the development zones. Within the development zones, development is limited to facilities supporting outdoor recreation (principally camping and housing for on-site staff). By limiting development and use to outdoor recreation-related activities, much of the market value of the property is eliminated, thereby making it a much less attractive target for mischief-making.

The proposed conservation easement only covers the Spanish Valley parcels donated by Bournemouth LLC. The other parcels donated by Bournemouth LLC (Crystal Flats and Stone Corral) are complicated because of the cloud on title related to what rights, if any, the property owners at Lake Berryessa Estates may have to use those areas.

In the future District and Land Trust staff will consider conservation easements over other District properties that have no permanent protection, as well as conservation easements over other Land Trust properties that the Land Trust owns free and clear of restrictions.

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

NAPA COUNTY LAND TRUST
1700 Soscol Avenue, Suite 20
Napa, CA 94559
Telephone: 707-252-3270

Transfer Tax Not Applicable: R&T Code 11922
Exempt from Recording Fees: Gov. Code 27383

APN 016-120-020
APN 016-140-016
APN 015-080-012

DEED OF CONSERVATION EASEMENT LIMITING OWNER'S USES

THIS DEED of CONSERVATION EASEMENT (“**Easement**” or “**Conservation Easement**”) is made this ____ day of _____, 2020, by **NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT**, a special District of the State of California (“**District**” or “**Owner**”) in favor of **NAPA COUNTY LAND TRUST**, a California nonprofit corporation doing business as The Land Trust of Napa County (“**Trust**”).

RECITALS

A. The District is the sole owner in fee simple of certain real property containing approximately 1,900 acres, more or less, in Napa County, California, designated as Napa County Assessor’s Parcel Numbers 016-120-020, 016-140-016, and 015-080-012 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 (“**Property**”). The Property consists of a one-thousand eight-hundred sixty-eight (1,868) acre area that will be kept in its substantially natural state managed for its Conservation Values as defined herein (“**Forever Wild Zone**”) and up to five (5) areas that may be further developed as set forth herein (“**Development Zones**”), totaling no more than thirty-two (32) acres in the aggregate and no larger than ten (10) acres each, which are more fully described in Exhibit B. The term “**Owner**” refers to both the District 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 District, the people of Napa County, and the people of the State of California.

D. The Conservation Values include land in a relatively natural state that represent high quality examples of terrestrial and aquatic communities and other natural communities, including Serpentine Leather-Oak Chaparral, Hot Grasslands, Mixed Montane Chaparral, Serpentine Conifer, Blue Oak Forest / Woodland, Montane Hardwoods, Serpentine Grassland, Chamise Chaparral, Serpentine Hardwoods and Blue Oak-Foothill Pine Woodland, and multiple springs and perennial streams. The parties agree that new natural communities and newly identified species may develop on the Property as a result of climate change. It is the intent of the parties to include newly developed natural communities that are consistent with the Conservation Values identified in this Easement and the Baseline documentation.

E. The Property is comprised of a mosaic of open grasslands, mixed hardwood forest and chaparral species that provide habitat for native flora and fauna. The California Native Plant Society lists two “List 1B, Rare and Endangered” plants (Two carpellate western flax, *Hesperolinon bicarpellatum* and Green jewel-flower, *Streptanthus hesperidis*) in addition to fifteen other vegetative species on watch lists for additional protections. The Property also contains spring-fed streams that serve as headwaters of Stone Corral Creek, a seasonal tributary of Putah Creek, which is the principal perennial watershed supplying water to Lake Berryessa in eastern Napa County. Bird surveys on the Property indicate presence of one listed “State Endangered” bird (Willow flycatcher, *Empidonax traillii*) as well as an additional five birds listed as California Species of Special Concern (California Department of Fish & Wildlife).

F. Protection of the Property enhances the ecological viability and connectivity of the region, as the Property is adjacent to 1,553 acres of permanently protected areas known as Missimer Snell Valley Wildflower Preserve and the recently acquired Grinsell Preserve, both owned and managed by the Trust. The Property also abuts approximately 2,900 acres owned by the U.S. Bureau of Land Management. Together all these properties create an area of 5,000 acres of protected natural lands. The Property, located in northern Napa County, is identified as part of a key flora and fauna connectivity corridor by the Mayacamas to Berryessa Connectivity Network (M2B), lying within the Heart of the M2B focal project, connecting Mt. St. Helena and Robert Louis Stevenson State Park to the Knoxville Wildlife Area. The District intends that these natural, ecological, open space, and habitat Conservation Values be preserved, protected, and maintained through this Easement.

G. The existing Conservation Values of the Property, including the natural, ecological, open space, habitat, 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 Trust dated ____2020 on file at the offices of Trust 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 Trust 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 Trust’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.

H. Protection of the Property, and the limited development allowed herein, enhances the recreational value of the Property. The parties to this Easement agree there is no inherent conflict between the natural, ecological, open space, and habitat characteristics of the Property, and the recreational uses and recreational development allowed herein. District has the right but not the obligation to permit, manage and improve the recreational values of the Property as provided herein. If a Park Management or Master

Plan or Use Permit or the functional equivalent (“Park Management Plan”) is developed, it shall be consistent with the terms of this Easement.

I. The District 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.

J. The District further intends, as owner of the Property, to convey to the Trust the monitoring and enforcement rights to preserve and protect the Conservation Values of the Property in perpetuity. District is not seeking any mitigation credits for this conveyance, and no mitigation credits may be sold or transferred by the District as a result of this Conservation Easement.

K. To effectuate the intentions of the parties, the District intends to give to the Trust a perpetual and irrevocable Conservation Easement over the Property, to create certain restrictive covenants and equitable servitudes for the benefit of the Trust 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.

L. The Trust 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 District hereby voluntarily grants and conveys to the Trust a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth, and the Trust 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 District 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 District’s primary purposes with this Easement are to protect the Property’s natural, ecological, recreational and open space values by limiting residential, agricultural or non-recreational commercial development and prohibiting industrial uses or the subdivision of the Property. District and Trust agree that recreational Conservation Values and natural Conservation Values are fundamentally consistent and shall be exercised in balance.

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

3.1. Protection. To 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 Trust or its designees, and (iv) otherwise enforcing the terms of this Easement. Except in

cases where the Trust 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 Trust, 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 or actual access to the Property for any of the foregoing purposes,

3.5. Signage. To erect and maintain a sign or other appropriate marker, in conformance with all applicable laws, in a prominent but not visually intrusive location on the boundary of the Property, or within one of the Development Zones, acceptable to Owner, bearing information indicating that the Property is protected by the Trust. The content of the information on the sign must be approved in advance by the Owner. The Trust 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. Owner reserves all rights accruing from 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 below. If District 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, District may seek the prior approval of the Trust as set forth below. If a subsequent Owner, other than District, 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 Trust 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 Owner hereby grants to the Trust 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, and does not create any mitigation credits or offsets.

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 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. However, the merger of the three (3) existing assessor's parcels into fewer assessor's parcel is permitted.

4.3. Lot Line Adjustments. Lot line adjustments may be permitted if an adjustment complies with all of the following: (a) the lot line adjustment only adds acreage to the Property and does not transfer any part of the Property to separate ownership, (b) the Conservation Values of the Property shall be further conserved or enhanced by the lot-line adjustment, and (c) no new development rights are created. Any lot line adjustment shall require prior approval from the Trust as set forth below in Paragraph 5. Owner shall take no other steps towards lot line adjustment unless and until the Trust approves the request. The parties anticipate that lot line adjustments may be necessary to correct access to the Property, and such lot line adjustments may be permitted within the reasonable discretion of Trust, regardless of the elements set forth above.

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 Trust and obtain prior written permission from the Trust as required in Paragraph 5.

(a) Fences and Gates.

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

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, except boundary fencing between the Development Zones and the Forever Wild Zone is not required to be wildlife friendly. 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 Trust as not harmful to the Property or plants and animals thereon.

(b) New Residential Dwellings and Uses.

i) Residential Dwellings and Uses are defined herein as any structure or use which involves overnight stay by an individual or group of greater than 30 continuous calendar days.

ii) Forever Wild Zone. No residential dwellings or uses are permitted in the Forever Wild Zone.

iii) Development Zones. No more than one new residential dwelling, together with reasonable accessory structures such as garages and sheds, may be built on the Property as long as the dwelling and accessory structures are:

- (a) constructed by District or another public entity during District or public entity ownership,
- (b) located in Development Zone A, indicated on Exhibit B, and
- (c) used only for District employees, on-site caretakers, or camp hosts, to facilitate the management and recreational uses on the Property.

If the residential structures are constructed during District or other public entity ownership and the

property is subsequently transferred to a private Owner, the structures may be used by the subsequent Owner for residential purposes, and may be maintained, but may not be enlarged. However, if the residential structures are not constructed during public ownership, the right to construct the residential structures shall expire upon transfer of the Property to a private Owner.

(c) Non-residential Structures.

i) Anywhere on the Property. Temporary camping or other temporary recreational improvements, including wooden picnic tables or benches, shade structures, portable toilets, and other items of a similar nature without any concrete footings or foundation, are not considered structures as defined above for the purposes of this easement, and so are permitted to be placed anywhere on the Property consistent with section (d) below.

ii) Development Zones. The existing storage structure in Development Zone A may be repaired, maintained, replaced or demolished at the option of the Owner provided that any resulting structure shall remain in Development Zone A and shall not exceed the current footprint of three thousand seven hundred (3,700) square feet. District and Trust acknowledge that an historical residential structure is located on the Property, located in Development Zone B, although not currently habitable. The District may improve, maintain, or replace the existing structure solely for non-residential use on the Property, provided that any resulting structure shall remain in Development Zone B. Except as permitted by section (d) below, additional structures, consistent with the Conservation Values of this Easement, may be constructed, repaired, maintained, replaced or demolished, but solely during Public Ownership and solely within the Development Zones, including but not limited to, restrooms, gazebos or other similar shade structures, sheds, and kiosks. The total aggregate area of other structures shall not exceed 10 percent of the Development Zone area. If the additional structures are constructed during District or other public entity ownership and the property is subsequently transferred to a private Owner, the structures may be used by the subsequent Owner for non-residential purposes, and may be maintained, but may not be enlarged. However, if the additional structures are not constructed during public ownership, the right to construct the additional structures shall expire upon transfer of the Property to a private Owner.

(d) Recreational structures and infrastructure.

i) Forever Wild Zone. Tent camping with no permanent footings are not considered structures as defined above, and may be placed anywhere on the Property as long as they are temporary (no longer than 7 days).

ii) Development Zone. Consistent with paragraph 4.4(c) above, District may allow up to no more than 50 yurts, tent cabins, park units and similar overnight accommodations used by the public for short-term recreational purposes (less than 30 days continuous occupancy by any individual or group), or by employees, volunteers and agents of District who are needed to operate and maintain recreational uses and related infrastructure are permitted in the Development Zones. If these recreational structures are constructed during District or other public entity ownership and the property is subsequently transferred to a private Owner, the structures may be used by the subsequent Owner for recreational purposes, and may be maintained, but may not be enlarged. However, if the recreational structures are not constructed during public ownership, the right to construct the recreational structures shall expire upon transfer of the Property to a private Owner.

(e) Signs. Except as set forth in paragraph 3.5 or kiosks set forth in this paragraph, 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 this 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.

(f) Art. The construction, placement, display, repair and removal of outdoor art and sculptural pieces is permitted anywhere on the Property, as long as it is consistent with the Conservation Values.

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. Installation of new, or extension of existing, utilities necessary for the permitted structures and uses permitted in paragraph 4.4 above or paragraph 4.9 below is permitted, so long as such installation or extension does not degrade the ecological and scenic Conservation Values of the Property.

4.6. Soil Disturbance.

- (a) Forever Wild Zone. 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 in the Forever Wild Zone is prohibited, except as permitted in 4.7 below.
- (b) The entire Property. Geothermal exploration or development, 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 permitted utilities, 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 Trust is required when conservation practices involve significant surface alteration, soil compaction or include using material such as rock or concrete, except as permitted in 4.7 below.

4.7. Paving, Road Construction and Trails.

(a) Roads.

i) Forever Wild Zone. In the Forever Wild Zone, grading or other changes in the normal topography of the land are prohibited, except with the prior written consent of the Trust, and then only to: (1) provide access to Development Zones, (2) continue the normal management of the land as permitted herein or documented in the Baseline Documentation, and the existing road and related alterations documented in the Baseline Documentation, (3) to realign roads for increased habitat or hydrological conservation and continued access, or (4) to decommission and restore existing roads.

ii) Development Zones. Owner is expressly permitted to maintain, improve, and realign any roads necessary for permitted improvements and uses. A parking area for public use or access on the Property may be constructed in Development Zone E. If the parking area is constructed during District or other public entity ownership and the property is subsequently transferred to a private Owner, the area may be used by the subsequent Owner for parking and access purposes, and may be maintained, but may not be enlarged. However, if the parking area is not constructed during public

ownership, the right to construct a parking area shall expire upon transfer of the Property to private ownership.

(b) Recreational Trails. The construction, repair, replacement, maintenance and use of recreational trails on the Property is permitted, so long as such construction, repair, replacement, maintenance and use is designed to minimize adverse impact to other Conservation Values. Recreational trails shall be unpaved and non-motorized, except where required for compliance with the Americans with Disabilities Act (ADA), and limited to Recreational Activities including but not limited to walking, bicycle riding, horseback riding, nature observation, and similar activities. Owner may utilize small quantities of decomposed granite, crushed rock or gravel, or similar crushed material for trail surfacing as needed to prevent erosion. The use of on-site gravel and rock for trail construction and maintenance within the Property is permitted provided such gravel or rock is not obtained from within the banks of any blue line stream and provided such use will not cause soil erosion or instability

4.8. Vehicles.

(a) Forever Wild Zone. The operation of any motorized or non-motorized vehicle off permitted roads in the Forever Wild Zone is prohibited except for emergency uses, trail management or resource management.

(b) Development Zones. Operation of motorized vehicles for permitted construction and uses is permitted in the Development Zones.

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, use, repair, and replacement in its approximate location of the existing waterline as shown in Exhibit B is permitted in accordance with all then-applicable federal, state, and local laws, regulations, and requirements.

(b) Water Resource Development. Owner may maintain, modify, and relocate water resources on the Property and develop and maintain new water resources, as defined above, but only for permitted uses on the Property. The principal existing water resources on the Property are a single man-made reservoir, multiple seasonal creeks, and numerous springs. Any water-resource development or use shall be principally designed to enhance wildlife habitat on the Property, or other permitted uses in the Development Zones, and shall be developed in a manner consistent with its Conservation Values. No water-resource development shall be for agricultural or industrial use of the Property that does not directly advance the Conservation Values of the Property, or for residential and appurtenant uses greater than the single residential dwelling permitted herein. Nothing in this section shall be interpreted to prohibit development of water resources for use by on-site staff/residential users to develop a typical "kitchen garden" or to prohibit small-scale water use by campers.

(c) No Transfer of Water Rights. No water shall be exported off the Property on a permanent basis, except as may be required by a water adjudication process. 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 Trust. Owner shall not intentionally abandon any of the water rights or such permits, licenses or contracts without the consent of the Trust.

4.10. Trees and Other Vegetation.

(a) General Rule. The pruning, felling, or other destruction or removal of healthy 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. All pruning, felling, destruction or removal of living vegetation shall be the minimum necessary for permitted improvements and uses. All forestry operations shall be conducted in accordance with applicable law.

(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 District as firewood for permitted on-site improvements and uses. 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 permitted to plant and cultivate non-native plants within the Development Zones, but not highly invasive non-native plants that are likely to spread beyond the Development Zones. Owner is permitted to maintain and restore native plant communities on any portion of the Property and to control or eliminate 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 or targeted grazing 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) Native Trees Defined. For purposes of this Easement, “native trees” shall include, but are not limited to, interior live oak (*Quercus wislizenii*), blue oak (*Q. douglasii*), coast live oak (*Q. agrifolia*), leather oak (*Q. durata*), scrub oak (*Q. berberidifolia*), foothill pine (*Pinus sabiniana*), and California buckeye (*Aesculus californica*).

(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, for restoration purposes, for fire control, or to treat or prevent disease to native plants or animals, or for permitted uses in the Development Zones.

(f) Fire. District and other public entity Owners are expressly permitted to undertake wildfire management activities and control excess vegetation to lower the risk of wildfire. Subsequent owners are permitted to undertake wildfire management activities and control excess vegetation to lower the

risk of wildfire only with the notification to the Trust pursuant to Paragraph 5. Such methods may include, but are not limited to brush removal, tree pruning, prescribed burning, targeted or rotational grazing, 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, 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 inoperable vehicles shall be kept on the Property unless stored inside a permitted structure within Development Zone A.

4.12. Agricultural Use Prohibited. Except for grazing set forth in 4.20 below, and residential landscaping or gardening in Development Zone A, any agricultural use of, or activity on, the Property is prohibited. Among those uses specifically prohibited, are the development of hillside vineyards for the cultivation of grapes or any other agricultural commodity for off-site sale or trade, and the construction or operation of a winery or any other processing facilities on the Property. Agricultural uses, such as, feed lots, aquaculture, dairy farms, pig farms (over 5 sows), or poultry farms (over 15 chickens) are specifically prohibited.

4.13. Commercial and Industrial Use. Any commercial or industrial use of, or activity on, the Property, except as expressly permitted herein, is prohibited.

The commercial recreational uses set forth in 4.14 below are permitted under the Easement during District or public agency ownership only. Commercial grazing as set forth in paragraph 4.12 or 4.20 is permitted. Other commercial uses may be permitted only with prior written Trust permission as provided herein, provided that the proposed commercial uses:

- 1) Are compatible with the Purposes of this Easement;
- 2) Are secondary or ancillary to other permitted uses of the Property; and
- 3) Can be reasonably accommodated with only a de minimus adverse impact on the Conservation Values of the Property.

Approval or disapproval of other commercial uses is within the discretion of the Trust, not to be unreasonably withheld, and approval may be granted upon conditions that tend to further the Purposes of this Easement.

4.14. Recreational Uses.

- (a) Generally. Owner retains the right to use and to permit others to use the Property for otherwise lawful recreational uses of the Property, including, but not limited to, hiking, birdwatching, meditating, observing and photographing nature, walking, picnicking, resting, education, overnight camping, fishing, hunting, and horseback riding, that are consistent with the purposes of this Easement.
- (b) Commercial Recreational Uses. Commercial recreational uses of, or commercial recreational activities on, the Property by third-party operators are permitted as set forth in this Easement as long as (1) it occurs during District's ownership, or subsequent ownership by another public agency; and (2) as long as it does not materially degrade the Conservation Values of the Property. The terms "**commercial recreational uses**" and "**commercial recreational activities**" shall

mean uses or activities that are typically recreational in nature, or that exclusively support permitted recreational uses, for which users are charged a fee. District and other public entity Owners specifically retain the right to operate a commercial camping operation located in the Development Zones and may subcontract the camping operations and accessory food and support services to a third party operator. The term “**third-party operator**” shall mean any individual, operator, business or other similar entity that operates a fee-for-service outside of the District’s direct supervision. If District or another Public Entity owner engage a third party operator, then District shall give written notice to Trust.

- (c) Prohibitions. Irrigated athletic fields, golf courses, swimming pools, airstrips, helicopter pads, motocross tracks, and paintball courses are prohibited on the Property.

4.15. Hunting, Trapping and Guns. Owner reserves the right to conduct limited hunting and trapping activities on the Property, consistent with the Conservation Values of the Property. District may also enter into agreements with other governmental agencies (such as California Department of Fish & Wildlife) that administer public hunting programs. All other use of guns, including but not limited to target shooting, the use of explosives and fireworks are prohibited. Target shooting with bows and arrows only is permitted in the Development Zones.

4.16. Prevention of Trespass. 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 is permitted to 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.

4.17. 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 notify Trust as provided in Paragraph 5 herein.

4.18. Acts of Nature. 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 Zones. 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 Nature or other event over which Owner had no control.

4.19. Renewable Energy. Accessory renewable energy systems may be built in the Development Zones only, and only if the facilities are for permitted uses of the Property and are consistent with the purposes of this Easement. Such systems are prohibited in the Forever Wild Zone. Owner and Trust hereby agree this paragraph is a reasonable restriction under California Civil Code section 714.

4.20. Domestic and Wild Animals. To the extent permitted above, Owner retains the right to graze livestock or any other domesticated or farm animals, or reintroduce native wild animals subject to such restrictions as may be necessary to maintain the health of native vegetation and for wildfire management. Owner retains the right to remove or control feral animal species, or excess populations of native 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 but not limited to shooting or trapping .

4.21. Boundaries. Owner is obligated to identify the boundaries of the Easement, any Development Zone and any other area specially recognized in this Easement, before undertaking any actions that are restricted by this Easement within or without the boundaries in question. If Owner fails to do so, the Trust has the right to require a survey of the relevant lands, at Owner's cost, if necessary to determine whether Owner's land use activity is in compliance with this Easement. The parties agree that all areas shall be identified in sufficient detail to ensure compliance with this Easement, and it will be within the sole reasonable discretion of Trust to determine if a survey is required.

5. Notice and Approval Process. Any proposed activity or use by Owner pursuant to this Paragraph 5 of the Easement shall comply with all applicable federal, state, and local laws, regulations, and requirements.

5.1. Notice of Intent to Undertake Activities or Uses. Owner shall notify the Trust before undertaking activities or uses unless (1) documented in the Baseline, or (2) affirmatively and unconditionally permitted herein. Owner shall notify the Trust before undertaking activities or uses if Owner is uncertain as to their adverse impact on Conservation Values.

(a) Purpose. Notice affords the Trust 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. Where notice is required, 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 Trust to make an informed judgment.

(c) Initial Response. Within thirty (30) days after receipt of the application, the Trust shall inform Owner in writing whether the application is complete or whether additional, specified information is required for a complete application. If the Trust deems that a site visit is necessary and appropriate to make such an informed judgment, the Trust will coordinate such site visit with Owner, and Owner will cooperate with the Trust such that the site visit occurs as promptly as practicable.

(d) Costs. The Trust and District do not anticipate requesting any costs associated with this Conservation Easement. However, if the Trust 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 Trust in reviewing the application, or (ii) more than ten (10) person-hours of the Trust's personnel will be or have been spent annually responding to application(s) submitted by Owner, a fee based upon the Trust's estimate of costs of consultants and/or Trust personnel (collectively "**Trust's Costs**") may be charged to subsequent owners of the Property. Subsequent Owners shall pay the Trust's Costs upon notification of the amount or withdraw the application. If payment is made, the Trust's time to determine that the application is complete shall be extended until the consultant's work, if any, is done. After the Trust completes its response to the application, the Trust shall submit a final statement of the aggregate amount of the Trust's Costs, and Owner shall pay any increase in such Costs within fifteen (15) days thereafter.

5.2. Trust's Approval. When the Trust's approval is required or sought as set forth herein, the Trust shall grant or deny approval in writing within sixty (60) days after receipt of Owner's complete application. Criteria that the Trust may consider include, without limitation, compliance with 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 of the Property. The Trust's approval may be withheld upon a good-faith determination by the Trust 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 Trust, and approval may only be granted upon conditions that tend to further the Conservation Purpose of this Easement. Approval may not be unreasonably withheld. Failure of the Trust to respond to a notice of intention within 60 calendar days of receipt of that notice shall constitute a denial, unless Owner sends an identical second notice of intention by certified mail, postage prepaid, return receipt requested, and an additional 60 calendar days have expired without a response, in which case the request is deemed approved.

5.3. Inspection and Certification. 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 Trust shall, at the request of Owner, inspect the Property and, if the action was performed in accordance with this Easement and the Trust's approvals or consents issued hereunder, issue a certificate to that effect, dated as of the time of inspection. Trust may request full reimbursement from subsequent owners for all costs, including reasonable professional fees of surveyors, attorneys, consultants, Trust staff, and accountants, incurred in servicing Owners' requests, however Trust shall not bill District for these services.

5.4 Mediation. If a dispute arises between the Owner and Trust concerning the consistency of any proposed use or activity, and both parties agree, the dispute may be referred to and decided by mediation or other types of dispute resolution.

6. Trust's Remedies. The Trust may take all actions that it deems necessary to ensure compliance with the terms, conditions, covenants and purposes of this Easement. The Trust shall have the right to prevent and correct violations of the terms of this Easement. If the Trust 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. Except as set forth in Paragraph 6.4 below, if the Trust determines that a violation of the terms of this Easement has occurred or is threatened, the Trust shall 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 Trust. Should Owner fail, neglect, or refuse to undertake and complete the corrective action, Trust shall have the right to perform such corrective action. In this event, Owner shall promptly reimburse Trust for the cost thereof provided, however, that the Trust shall first give Owner thirty (30) business days' written notice of its intention to perform such corrective action. However, if the nature of the default is such that it cannot be reasonably remedied within the thirty (30) day period, Owner shall not be deemed to be in default if an effective cure is commenced within the thirty (30) day period, and thereafter diligently prosecuted to completion.

6.2. Injunctive Relief. If a court with jurisdiction determines that a violation may exist or has occurred, the Trust 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 Trust for all its expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorney's fees. Failure of the Trust to discover a violation or to take immediate legal action shall not bar it from doing so at a later time. The Trust'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 Trust may seek preliminary injunctive relief even though the dispute is to be arbitrated.

6.3. Damages. The Trust 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 Trust 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 Trust shall apply any damages recovered in such manner as Trust 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 trust, in its sole discretion, determines that circumstances require immediate action to prevent significant damage to Conservation Values, the Trust may pursue its remedies under California law without prior notice to Owner or without waiting for the period provided for cure to expire.

6.5. Scope of Relief. The Trust'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 Trust's remedies at law for any violation of the terms of this Easement are inadequate and that the Trust shall be entitled to the injunctive relief described herein, both prohibitive and mandatory, in addition to such other relief to which the Trust 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 Trust'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 Trust'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 Trust may take such other action as it reasonably deems necessary to ensure compliance with the terms, conditions, covenants, and purposes of this Easement.

6.6. Costs of Enforcement and Monitoring. All reasonable costs incurred by the Trust 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 Trust in monitoring the easement shall be borne by the Trust.

6.7. Forbearance. The Trust, in the reasonable exercise of its discretion, may forbear to exercise rights under this Easement. Forbearance by the Trust 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 Trust 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.

6.9. Extinguishment. Both Granting Owner and Trust intend that any changes, including but not limited to economics, climate change, or governmental zoning or policy, should not be assumed to be circumstances justifying the termination or extinguishment of this Easement. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment. If circumstances arise in the future that render the purpose of this Easement impossible or impractical to accomplish, this Easement can only be

terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Trust shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to termination or extinguishment, shall be the stipulated fair market value of this Easement or proportionate part thereof, as determined in accordance with Paragraph 10.1.

7. Responsibilities of Owner and Trust Not Affected. Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on the Trust, 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:

7.1. 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 be responsible for expeditiously removing any liens on the Property arising out of any work performed for or materials furnished to Owner that might impair the effectiveness of this Easement in any way.

7.2. 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, subject to all of the terms, conditions and limitations contained herein.

7.3. Subsequent Encumbrances. The grant of any easements or use restrictions that might diminish or impair the Conservation Values of the Property or otherwise diminish or impair the Statement of Purpose of this Easement is prohibited, except with the permission of the Trust.

7.4. Property Taxes. If applicable, 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 Trust with satisfactory evidence of payment upon request. If the Trust ever pays any taxes or assessments on the Property, or if the Trust pays levies on Owner’s interest in order to protect the Trust’s interests in the Property, the Owner will reimburse the Trust for the same.

7.5. 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 Trust shall have no obligation for the upkeep or maintenance of the Property. Should Owner fail, neglect, or refuse to undertake and complete any required maintenance, Trust shall have the right to perform such maintenance or repairs for Owner in order to protect Trust’s interest in the Property. In this event, Owner shall promptly reimburse Trust for the cost thereof provided, however, that the Trust shall first give Owner thirty (30) business days' written notice of its intention to perform such maintenance or repairs. However, if the nature of the default is such that it cannot be reasonably remedied within the thirty (30) day period, Owner shall not be deemed to be in default if an effective cure is commenced within the thirty (30) day period, and thereafter diligently prosecuted to completion.

7.6. Indemnification. In view of the Trust’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 Trust, 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, including but not limited to liabilities set forth in Paragraphs 8.1 and 8.3. 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 Trust. 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 Trust may require commensurate with inflation.

7.7. Liability for Operations and Conditions. The Trust 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 Trust 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 Trust or its officers, directors, members, employees, agents, successors and assigns.

8. Representations and Warranties. The Owner represents and warrants that, after reasonable investigation and to the best of its actual knowledge of the Owner:

8.1. 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, is known by Owner to exist 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 Trust 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 Trust 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 Trust, its employees or agents. If any action or proceeding is brought against the Trust by reason of any such claim, Owner shall, at the election of and upon written notice from the Trust, defend such action or proceeding by counsel reasonably acceptable to the Trust or reimburse the Trust 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.

8.2 Limited Status of Trust. 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 Trust 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 Trust 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.

8.3. Storage Tanks. There are not any known underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable Environmental Compliance Laws.

8.4. Compliance with Law. To the District’s actual knowledge, the District and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use.

8.5. 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 District, 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 District might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

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

8.7. 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.

9. 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 Trust 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 Trust 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 Trust shall be entitled to compensation in accordance with applicable law. The Trust 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.

9.1. Valuation. This Easement constitutes a real property interest immediately vested in the Trust for purposes of condemnation. The parties stipulate that if this Easement is terminated in whole or in part, whether by judicial extinguishment or condemnation, Trust shall be entitled to a percentage of the gross sale proceeds or condemnation award equal to the greater of (i) the percentage required pursuant to Treasury Regulation § 1.170A-14(g)(6); or (ii) the proportion that the value of this Easement at the time of extinguishment or condemnation bears to the then value of the Property as a whole. In the event this section conflicts with the Internal Revenue Code or its regulations, the Code or regulations shall govern.

9.2. Application of Proceeds. The Trust 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, to monitor and enforce other conservation easements held by Trust that are comparable to this Easement and to conserve properties subject to such other easements in a manner consistent with the Purposes of this Easement.

9.3. 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.

10. Transfers and Amendments.

10.1. Transfer of Easement by Trust. 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 Trust 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 Trust 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 Trust for any such transfer or assignment shall be applied first to the costs incurred by the Trust 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 Trust for its costs of monitoring and enforcing comparable conservation easements upon other properties. If other conservation easement properties are not available to the Trust, it may use the funds for other conservation purposes.

10.2. Subsequent Transfers by Owner. Owner is permitted to transfer, convey and finance the Property without obtaining approval of the Trust. Owner agrees to disclose this Easement to all prospective

buyers of the Property and to inform the Trust 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 Trust 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.

10.3. Estoppel Certificates. Upon receipt of a written request by Owner, the Trust shall, within thirty (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 Trust'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 Trust's most recent inspection. If Owner requests more current documentation, the Trust 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.

10.4. 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 Trust. The Trust 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. However, 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, and District shall provide 60 days notice if District elects into a long term lease with a third party operator pursuant to paragraph 4.14 above.

10.5. Permitted Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Owner and the Trust 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 Trust 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, (ii) any amendment will be approved by a neutral third party, preferably the Attorney General of the State of California, or if the Attorney General is not available, then the Napa County Superior Court and (iii) 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.

11. 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 Trust or any other party.

12. 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 District:

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

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

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.

13. Recordation. The Trust 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 Trust's discretion as may be required to preserve the Trust's rights in this Easement.

14. General Provisions.

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

14.2. 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 Values 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 Values 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.

14.3. 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.

14.4. 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.

14.5. 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.

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

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

14.8. 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 "Trust," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the Owner and all of that Owner's successors and assigns, and the above-named Trust and its successors and assigns.

14.9. 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 Trust 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.

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

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

14.12. 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.

14.13. Representation of Authority of Signatories. Each individual executing this Easement on behalf of the District or Trust 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 Owner, its successors, and assigns,

WITNESS the following signatures.

DISTRICT:
NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT,
A special District of the State of California

Dated: _____, 2020 _____
By: Barry Christian
Its: President of the Board

TRUST:
NAPA COUNTY LAND TRUST,
A California nonprofit corporation
Dbas The Land Trust of Napa County

Dated: _____, 2020 _____
By: Linda Cantey
Its: Chair, Board of Trustees

Exhibit A
Legal Description

The land described herein is situated in the State of California, County of Napa, unincorporated area, described as follows:

TRACT ONE:

PARCEL ONE:

The South half of the Northeast quarter of the Southeast quarter and the Southeast quarter of the Southeast quarter of Section 22; the Southwest quarter of the Southwest quarter of Section 25; the West half, the South half of the Southeast quarter and the Northwest quarter of the Southeast quarter of Section 26; the East half, and the East half of the Northwest quarter of Section 27; the North half of the Northwest quarter, the North half of the Northeast quarter and the Southeast quarter of the Northeast quarter of Section 35 and the Northeast quarter of the Northeast quarter of Section 34, all in Township 10 North, Range 5 west, Mount Diablo Base & Meridian.

APN: 016-120-020; Ptn. 016-140-016

PARCEL TWO:

The Southwest quarter of the Northeast quarter of Section 26; the East half of the Southwest quarter, the Northwest quarter of the Southwest quarter and the Southwest quarter of the Northwest quarter of Section 27; the Southwest quarter of the Northeast quarter, the South half of the Northwest quarter, the North half of the Southwest quarter, the North half of the Southeast quarter and the Southeast quarter of the Southeast quarter of Section 35 and the South half of the Northeast quarter and the Northwest quarter of the Northeast quarter of Section 34 all in Township 10 North, Range 5 West, Mount Diablo Base & Meridian.

APN: Ptn. 016-140-016

PARCEL THREE:

An Easement for ingress and egress as reserved under paragraph (2) of Resolution No. 96-98 of the Board of Supervisors of the County of Napa abandoning a Public Road (Spanish Valley Tract), recorded September 11, 1996 as Series Number 1996-0021800 of Official Records of Napa County, as described therein.

TRACT TWO:

All the following in Township 10 North, Range 5 West, Mount Diablo Base and Meridian, as shown on the official plat thereof;

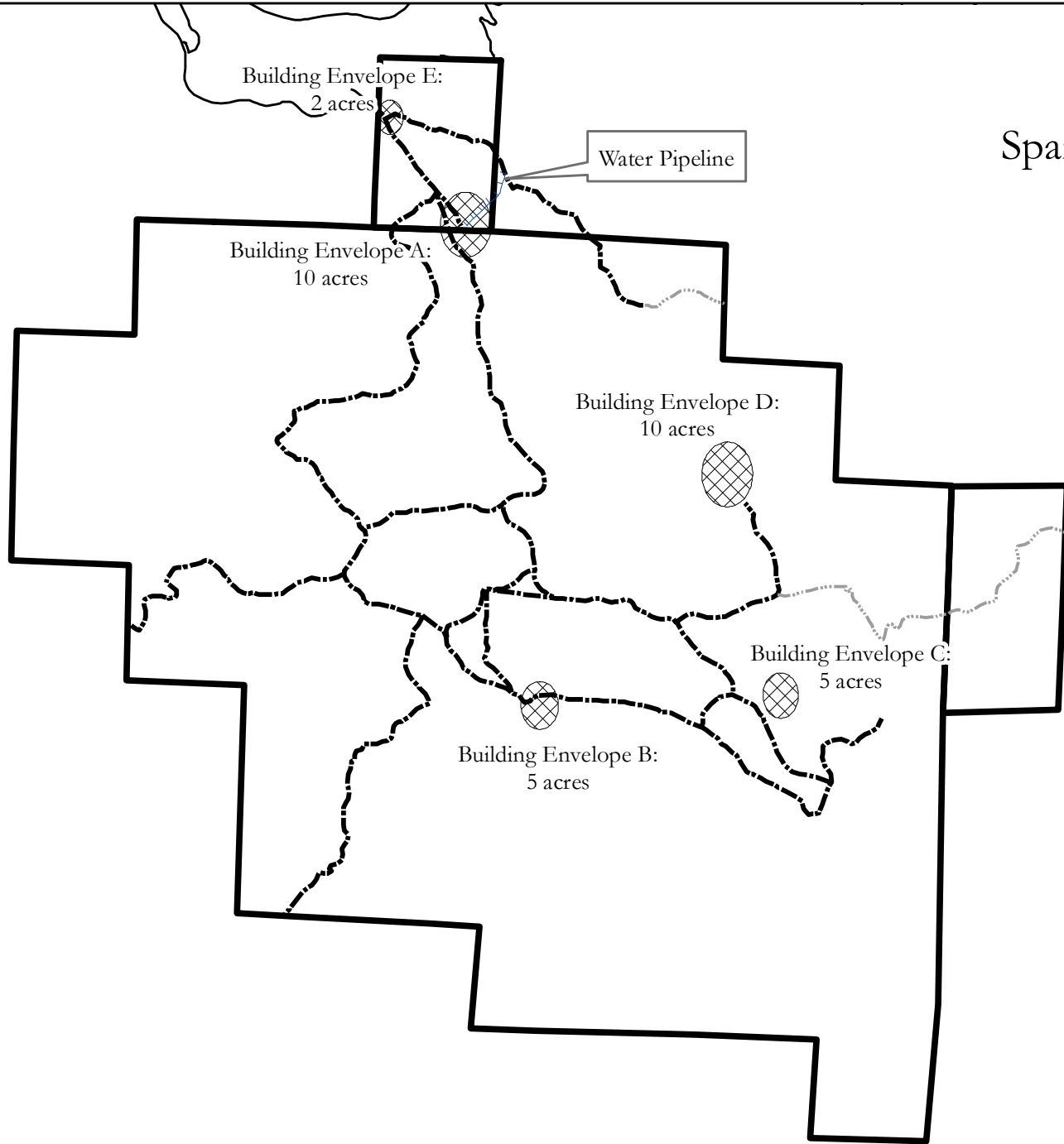
In Section 25: Northwest quarter of Southwest quarter.

In Section 26: Northeast quarter of Southeast quarter.

APN: 015-080-012

Exhibit B

Spanish Valley CE



Legend

- Spanish_Valley_Roads
- Name
- Prospective
- Ranch Road
- Water Pipeline
- Building Envelopes
- SV_Parcels
- Napa_roads

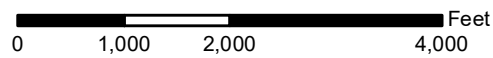


Exhibit D
Prior Encumbrances

The fact that the Land lies within the boundaries of the California Home Finance Authority Community Facilities District No. 2014-1 (Clean Energy) as disclosed by the map filed September 25, 2015 in Book 3 of Maps of Assessment and Community Facilities Districts at page 38, in the office of the County Recorder of Napa County.

Any rights, interests or easements which exist, or are claimed to exist, over any portion of said land lying within unnamed Creek.

An easement over said land for ingress and egress and incidental purposes, reserved by Paul Lombardi and Louise Lombardi, in deed recorded August 15, 1952, (book) 394 (page) 263, Official Records.

Affects: Tract Two

No representation is made as to the current ownership of said easement.

The exact location and extent of said easement is not disclosed of record.

An unrecorded agreement and grant of right of way as disclosed by the Notice of Grant of Right of Way recorded February 15, 1979 in Book 1114 at page 843, of Official Records.

Affects Tract One parcel One and Tract Two.

The terms and provisions contained in the document entitled Consent Final Judgment, recorded January 28, 1983, as (book) 1270 (page) 696, of Official Records.

Agreement acknowledging Unrecorded Agreement recorded April 4, 1994 in Book 1331 at Page 555 of Official Records and rerecorded April 19, 1984 in Book 1333 at page 715 of Official Records.

Terms and Conditions pertaining to Solano Project Water Rights as contained in the Judgements Recorded: March 21, 1996 under Instrument Number 1996 006795 of Official Records of Napa County.

Recorded: August 13, 1996 under Instrument Number 1996 019398 of Official Records of Napa County.

The terms and provisions contained in the document entitled Amended License, recorded March 6, 2009, as (instrument) 2009-0005190, of Official Records.

Water rights, claims or title to water, whether or not shown by the Public Records.

Any rights of the parties in possession of said land.

NOTE: Access to the herein described land is currently by ownership of adjoining lands. No separate access easement has been recited for record for this property, nor can any valid easements be created at this time due to merger under common ownership, appropriate access easements will need to be granted and/or reserved.

Affects Tract Two



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

STAFF REPORT

Date: October 12, 2020

Item: **4.d**

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 September 2020.

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

None

PARKS & OPEN SPACE DISTRICT -SEPTEMBER 2020 EXPENSE REPORT

Gen Admin Dept - 85000-00

Date	Journal Line Description	Name	Monetary Amount
09/18/2020	PARK180321 08/2020	RYBICKI & ASSOCIATES, P.C.	\$ 395.00
09/28/2020	FY20/21 SLIP Renewal	ALLIANT INSURANCE SERVICES	\$ 19,419.18

Moore Creek Dept - 85010-00

Date	Journal Line Description	Name	Monetary Amount
09/04/2020	PR2GL Pay End 8/21/20		\$ 5,741.60
09/04/2020	PR2GL Pay End 8/21/20		\$ 112.07
09/04/2020	PR2GL Pay End 8/21/20		\$ 461.10
09/04/2020	PR2GL Pay End 8/21/20		\$ 662.07
09/04/2020	PR2GL Pay End 8/21/20		\$ 384.56
09/09/2020	PARK200321 08/2020	JOHNNY ON THE SPOT	\$ 178.94
09/18/2020	PR2GL Pay End 9/4/20		\$ 376.69
09/18/2020	PR2GL Pay End 9/4/20		\$ 662.07
09/18/2020	PR2GL Pay End 9/4/20		\$ 333.90
09/18/2020	PR2GL Pay End 9/4/20		\$ 98.85
09/18/2020	PR2GL Pay End 9/4/20		\$ 5,741.60
09/21/2020	PARK140221 09/2020	HERITAGE SYSTEMS, INC.	\$ 367.67
09/21/2020	Technician Service Charge	OAKVILLE PUMP SERVICE	\$ 227.50
09/30/2020	PARK200321 09/2020	JOHNNY ON THE SPOT	\$ 173.17

Oat Hill Mine Trail Dept - 85010-01

Date	Journal Line Description	Name	Monetary Amount
09/08/2020	Bolts, Nuts,Turbo max	CENTRAL VALLEY BUILDERS	\$ 41.86

Camp Berryessa Dept - 85010-03

Date	Journal Line Description	Name	Monetary Amount
09/01/2020	Water Sampling	CALTEST ANALYTICAL LABORATORY	\$ 50.00
09/24/2020	REFUND FOR JOHN KISER MEN'S ST		\$ (1,600.00)
09/28/2020	Waste Services 8/20	BERRYESSA GARBAGE SERVICE AND	\$ 128.70
09/30/2020	Refund forcamp reservation9/20	JOHN, KISER	\$ 1,600.00

NRER Dept - 85010-05

Date	Journal Line Description	Name	Monetary Amount
09/17/2020	PARK180221 08/2020	NAPA VALLEY SUPPORT SERVICES	\$ 500.00

State Park - 85010-08

Date	Journal Line Description	Name	Monetary Amount
09/01/2020	PG&E 7/14/20-8/12/20	PACIFIC GAS & ELECTRIC CO	\$ 38.09
09/01/2020	PG&E 7/14/20-8/12/20	PACIFIC GAS & ELECTRIC CO	\$ 60.32
09/01/2020	PG&E 7/15/20-8/13/20	PACIFIC GAS & ELECTRIC CO	\$ 213.57
09/01/2020	Chlor 1 Gal, Biodex	LESLIE'S SWIMMING POOL SUPPLIES	\$ 186.13
09/01/2020	Bait Station, Pull Apart Key	STEVES HARDWARE	\$ 20.55
09/01/2020	TLR SOL #4 2OZ	LESLIE'S SWIMMING POOL SUPPLIES	\$ 11.61
09/04/2020	PR2GL Pay End 8/21/20		\$ 8,821.20
09/04/2020	PR2GL Pay End 8/21/20		\$ 78.03
09/04/2020	PR2GL Pay End 8/21/20		\$ 2,195.30

09/04/2020	PR2GL Pay End 8/21/20		\$	671.59
09/04/2020	PR2GL Pay End 8/21/20		\$	1,381.26
09/04/2020	PR2GL Pay End 8/21/20		\$	212.22
09/04/2020	Heatland credit card fees-USB		\$	0.15
09/08/2020	Phone Line 07/28/20 - 8/27/20	AT&T	\$	20.82
09/08/2020	44 Gal Press Tank	PACE SUPPLY CORP	\$	1,264.63
09/08/2020	Masonry Blade, Elbow Slip, Cap	CENTRAL VALLEY BUILDERS	\$	195.15
09/08/2020	Water Pump Switch	USA BLUEBOOK	\$	22.57
09/08/2020	Flomatic Valve, Water Pump,	USA BLUEBOOK	\$	124.26
09/15/2020	Alarm Service 9/1/20-12/1/20	BAY ALARM COMPANY	\$	166.50
09/15/2020	Garbage Service 8/20	UPPER VALLEY DISPOSAL SERVICE, INC.	\$	2,233.04
09/15/2020	Fingerprints	DEPARTMENT OF JUSTICE	\$	49.00
09/15/2020	Internet Line 7/10/20-8/09/20	AT&T	\$	330.27
09/15/2020	Chlorine	STEVES HARDWARE	\$	41.11
09/15/2020	Pressure Relief Vlv	PACE SUPPLY CORP	\$	72.62
09/15/2020	Threaded Handle, Clear Blue	SILVERADO ACE HARDWARE	\$	32.93
09/15/2020	Rad Clnr, Ext Life Gal	BROWN'S AUTO PARTS	\$	41.42
09/18/2020	PR2GL Pay End 9/4/20		\$	169.85
09/18/2020	PR2GL Pay End 9/4/20		\$	632.39
09/18/2020	PR2GL Pay End 9/4/20		\$	1,381.26
09/18/2020	PR2GL Pay End 9/4/20		\$	1,640.52
09/18/2020	PR2GL Pay End 9/4/20		\$	8,821.20
09/21/2020	Fuel Cap, Socket Adapter	BROWN'S AUTO PARTS	\$	21.10
09/21/2020	Goulds Bster Pmp, Well Mate	USA BLUEBOOK	\$	865.88
09/21/2020	Chlor 53 Gal Drum	LESLIE'S SWIMMING POOL SUPPLIES	\$	226.18
09/28/2020	Propane	FERRELLGAS, LP	\$	86.74
09/28/2020	PG&E 8/13/20-9/13/20	PACIFIC GAS & ELECTRIC CO	\$	900.10
09/28/2020	PG&E 8/13/20-9/13/20	PACIFIC GAS & ELECTRIC CO	\$	71.79
09/28/2020	PG&E 8/13/20-9/13/20	PACIFIC GAS & ELECTRIC CO	\$	37.09
09/28/2020	PG&E 8/14/20-9/14/20	PACIFIC GAS & ELECTRIC CO	\$	55.50
09/28/2020	PG&E 8/14/20-9/14-20	PACIFIC GAS & ELECTRIC CO	\$	207.02



Projects Status Report

October 12, 2020

Amy's Grove

Planning and permits for public use of Amy's Grove.

The archaeological survey has been completed and did not find evidence of Native American activity. The botanical survey has been completed and submitted for review. Much of Amy's Grove burned in the October 2017 fires, but the damage appears to be limited. In Sept 2018 the Board approved placing a restrictive covenant over a portion of Amy's Grove, accepting the donation of an adjacent 7 acres of land, approving an option to acquire 164 acres north of Amy's Grove, and applying for a grant to help fund the purchase. Grant awards are expected to be announced in mid-2019. A legal description of the conservation area covering the meadow at Amy's Grove has been completed. PG&E is marking trees for transmission line clearance trimming in the right of way adjacent to our property. We have attempted to limit the scope of that work, but ultimately we have little say in the process. In late July 2019 we learned that we did not receive the Habitat Conservation Fund grant we had applied for to assist with the purchase of the 164 acres to the north. The purchase has been completed using District reserve funds. State Parks in June 2020 released the announcement of the per capita grant funds, which the District will use to reimburse about half the cost of the 164 acre purchase. An application for \$400,000 from the Prop 68 per capita grant program has been submitted, and the grant agreement is in the process of being executed. Staff submitted a pre-proposal in partnership with Enchanted Hills Camp to share an AmeriCorps team next January through March, and has now been invited to submit a full application.

Bay/River Trail - American Canyon to Napa

An 8+ mile recreational trail. Phase 2-B--Pond 10 to Soscol Ferry Road.

The design for the public crossing of the SMART tracks has been completed, and SMART, NRCA and the PUC have verbally agreed to allow the railroad crossing. A biological survey for the Fagan Marsh area has been completed; based on the results, CDFW 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. At the request of the City of American Canyon, in August 2017 City and District staff met to discuss strategies for completing the trail. The Board President and General Manager met with CDFW staff on June 12, 2018 to discuss CDFW concerns. Senator Dodd organized a meeting in

October with the City of American Canyon, County of Napa and the District in an attempt to move the project forward, and another meeting with District staff and CDFW staff on November 28, 2018. Staff has been working with BCDC to determine whether CDFW plans to impose user fees for people walking on the trail along the edge of the wetlands would be allowed under DFW's permit from BCDC. Director Christian has been volunteering considerable time to remove weeds blocking the trail both north and south of Green Island Road. Staff has also been working with the Bay Trail Project and Director Christian to ensure the draft Countywide Bicycle Master Plan includes the trail connection from Green Island Road to Suscol Ferry Road. CDFW in April approved policy changes for the Napa-Sonoma marshes, including use of bicycles on designated trails. The District and the City of American Canyon have been developing new and improved signage for the Wetlands Edge trailhead. The commemorative plaque for former Director Myrna Abramowicz was vandalized in June or July of 2020; Director Christian is researching replacement options.

Berryessa Vista

Planning, stewardship and expansion of this 304 acre wilderness park.

Volunteers working with the District have completed detailed GIS mapping showing all existing roads, creek crossings, vista points and potential campsites. The District sent a letter 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. In 2014 the Land Trust acquired an 80 acre inholding between District and BLM land, based on a District Board action in November 2014 agreeing to acquire the property from the Land Trust at a later date when funding is available. 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. Staff has been monitoring the cameras since spring 2016 and has noted a small decrease in illegal off road vehicle use; staff will continue to monitor the cameras. Staff is working on plans to create a formal boat-in backcountry camp at Berryessa Vista accessed from the BOR Capell Cove boat launch. Staff has been reviewing PG&E plans to grade and widen an access road to their high power lines that cross the property, to ensure the work does not cause future erosion nor increase vehicular trespass. The Bureau of Reclamation has completed environmental review and authorized the District to improve the trail leading from water's edge up into the District property and install directional signage. We had tremendous success at the volunteer trail building event in early February, building +/- 900 feet of new trail. Berryessa Vista burned in the August 2020 fires; once the ashes settle staff will need to assess damage and come up with a repair and restoration plan.

The Cove at Mt. Veeder

Reconstruction of campground and trails.

The Cove was severely burned in the October 2017 fires; since then staff has been working on cleanup. Most of the trees in The Cove are dead or will be soon and will need to be removed before the camp can be reopened. Staff hiked most of the property in early January and confirmed that fire damage is severe and extensive. In early February the County Wildlife Commission toured the Cove to inspect fire impacts and discuss ways in which they might direct funding to fire recovery efforts County-wide. Staff worked with a forester to develop a plan for salvage logging to (a) remove hazardous dead trees in the

campground area and (b) repair/improve the access road into the site. The Napa Girl Scout troops have already undertaken a number of projects to help restore the Cove, including new signage and rehabbing the campfire circle. Installation can, however, only happen once salvage logging is complete. Doug McConnell (NBC's Open Road) segment on The Cove (and Suscol Headwaters), comparing the effects of the fires in each location and lessons learned, was aired on Sunday June 24, 2018. Salvage logging commenced in late May, 2018 and was completed during the week of July 23rd followed by the logger completing his clean-up and erosion control operations. Road rebuilding is complete. Heavy rains in early 2019 (more than 5 inches in one day) happily did not wreak too much havoc at the Camp or on the new driveway. A State Employment Development Department funded crew of 4 (using fire emergency job training funds) started work on April 2, 2019; they will be available through the end of the calendar year; so far they have completed chipping of much of the remaining woody debris, and are well along with cutting larger logs into rounds for eventual splitting for firewood. In July 2019 we worked with our salvage logging contractor on improvements to the gravel driveway to make it more useable to visitors in 2WD vehicles. We met with a local engineer on site on Sep 5th to begin designing facilities for a rebuilt camp. Our EDD crew has been doing preliminary work clearing debris out of future camp site areas. We removed a very large standing dead oak tree adjacent to the parking area in mid-November for safety reasons. The EDD work crew wrapped up their season at the end of December. Staff hiked the property extensively in February, trying among other things to relocate the old trails, but most have been destroyed by the 2017 fires and resulting erosion. We continue to work with a local engineer on developing plans for a new water system and, potentially, a new septic system on the property. While the District's budget situation may not allow the system(s) to actually be constructed for some time, having a completed design in place now will be helpful for budgeting, potentially grant writing, and other projects going forward. We have been talking with the Mt Veeder Fire Safe Council who secured a grant to fund fuel reduction work along the Mayacamas ridge on and near the Cove; they plan to begin work in mid-June, accessing the area from Cavedale Road on the Sonoma County side and will clear downed and standing-dead trees along our ridgetop fire road. We continue to work on locating improvements (camp sites, water spigots, etc) for the rebuilt camp and have been working through some potentially more cost effective fixes to the gravel road, which is a struggle for some cars to climb when it's dry and dusty. Staff is working with Enchanted Hills Camp on a proposal for a 13 week Americorps crew this winter to work on The Cove, Amy's Grove and Enchanted Hills Camp. District staff inspected ridgetop fire clearing completed by the Mount Veeder Fire Safe Council in late September and were quite happy with the work that was done. More removal of dead and down trees will need to be completed, however, before we can meaningfully begin thinking about trail reconstruction.

EcoCamp Berryessa

Redevelopment and operation of former Boy Scout Camp with 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. Construction of Phase I, which includes beds for up to 64 campers was completed in June 2016. Jim Hanks, a Bureau of Reclamation maintenance employee and life-long Berryessa resident has moved his park unit trailer onto the property and become our first volunteer camp host. Tuleyome, the BOR, and Forest Trails Alliance have completed the adjacent North End Trail, running from +/- Camp Berryessa to the north end of the Lake, approximately

7 miles each way. In early October, 2017 Caltrans delivered (at no cost to the District) the disassembled and individually numbered pieces of a former Monticello Road stone arch bridge to Camp Berryessa for our eventual use somewhere. Issues with the composting toilets and water systems (the result of poor design and power failures) appear to have all been resolved. With the help of the Bureau of Reclamation, historic bridge stones have been placed around the property to restrict vehicle access and add character. We completed a fresh fee survey in early 2019, the results of which we are now analyzing to see if our rental rates need to be updated, we will be bringing those to the Board. We are looking in to solar battery backups to provide more reliable power as rural blackouts on windy days have become the new normal. BOR has informed us of a new rule restricting open flames during red flag warnings making cooking in our pedestal barbeques impossible. We have been providing notice of the new regulation to all users. As of mid-September 2020, some of our septic system valving and wires have been damaged by denning animals. The septic system is now repaired, and the valve boxes have been hardened to make it more difficult for our furry friends to get into them in the future. Staff met with a plumber on site on the morning of March 9 to discuss repairs and redesign of failing backflow prevention devices that have a hard time with the site's hard water. The EcoCamp has been closed to the public since mid-March. We have been taking the opportunity of this downtime to get on top of spring mowing and other projects and Sarah Clark has been inspecting the property at least once a week. Staff has completed a survey of rates and policies for other group camps in the region, and will be developing a proposal for expanding camp use to include a broader range of group and family campers, for when the camp is not needed by the non-profit and youth organizations which are the primary target audience for the camp. The camp remains closed as required by State and local restrictions on group activities. Camp Berryessa suffered some damage in the August 2020 fires; the camp itself mostly escaped damage, but the power line to the camp was destroyed as was our camp host's mobile home and belongings. We have begun the cleanup process, including a hazardous materials clearance to be completed by the County and will be moving in the direction of permitting debris and ash removal. As of the date of this writing power has still not been restored.

Moore Creek Park Development

Improvements and operations at our 1,500 acre regional park in the Lake Hennessey watershed. Includes the Moore Creek unit on land owned by the District and the Lake Hennessey Unit on land owned by the City of Napa.

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. The park opened on June 30, 2013. Many miles of trails have been constructed, fencing installed, emergency communications capacity set up, repairs made to the two houses on the property, and invasive French broom removal has been ongoing. Work was completed on the Conn Creek connector trail between the Moore Creek and Lake Hennessey units 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. 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. The eastern boundary survey and fencing project was completed June 2014. The property owner to the east of Moore Creek filed suit in June 2017 claiming the District owed additional money for the boundary survey and fence separating his property from ours. After several interim victories, the judge in early April 2018 issued the final ruling in support of the District's position. Staff hosted trail scouting and trail building volunteer events focused on the Madrone Trail in late May and early June, 2018. The Gate House was re-roofed in November 2018 using the Moore Creek maintenance/repair reserve fund. Staff coordinated a meeting with CalFire and a neighbor to determine what level of tree trimming is needed on the neighbor's property next to the ranch house to comply with Firewise regulations and the trimming work is now underway. We are working with the RCD to do a re-oaking project in the area of Julie Yip's bench this spring. Napa Marble and Granite installed (well, carved) new trail signage for the Shoreline and Sam the Eagle trails in early September 2017. Old Man's Beard Trail was completed in February 2018. The Whiskey Ridge and Conn Peak Trails (along with the Conn Peak Spur) are now complete and open to the public, nearly three miles of new singletrack all-in. The Catacoula Trail has been completed in rough form, but work on drag-down, backslopes, and some drainage has been paused, potentially until the fall of 2020, as a result of staff furloughs at Conservation Corps North Bay due to the Marin County shelter in place order. The trail is open and safe to use by bikers and hikers in the meantime as the tread itself has been completed; initial user reviews are very positive. To help ensure public safety in light of the Covid-19 pandemic, staff and volunteers monitored both entrances to Moore Creek Park for most Fridays and weekends in March through July. By late July this extra monitoring was stopped because park usage had returned to more manageable levels. Staff is working with the County of Napa and the City of Napa to make improvements to the end of Conn Valley Road to be able to better accommodate demand going forward. The two tenants at Moore Creek Park had to evacuate for about two weeks as a result of the August 2020 fires, but were able to return just before Labor Day. They then had to evacuate again on September 28 due to the Glass Fire.

Napa River Ecological Reserve

Manage public access and improve habitat for this State-owned property

The District has been maintaining the parking lot and front meadow since 2008, after assuming a responsibility that had previously been handled by the County. Staff recently discovered that the agreement between the District and the California Department of Fish and Wildlife, authorizing this partnership, expired at the end of 2017. Staff has approached CDFW about renewing the agreement, and is still waiting for a response from CDFW.

Oat Hill Mine Trail

Various improvements to the historic Oat Hill Mine Road.

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. Staff and volunteers in February 2013 did a comprehensive evaluation of erosion issues on the trail, and experts from the RCD joined staff for another evaluation in early April. 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 and 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 into a gully; they promptly removed the vehicle and repaired the trail damage. The first 1.3 miles of the trail was bulldozed as a result of CalFire efforts to suppress the October 2017 wildfires. CalFire had agreed to come back to do more remediation, but subsequent fires in Southern California diverted their staff to help fight those fires. District staff and volunteers in February 2018 replaced the gate at the Calistoga trailhead that had been damaged by CalFire's firefighting efforts. Staff has been tracking and participating in the City of Calistoga's trail and parkway redesign project at the Vine / Silverado/ OHM Trail intersection. The lower 1/4 mile of the trail was repaired in early January 2019 by staff and volunteers, with an improved inboard drain, culvert and waterbars, to correct problems created by CalFire's 2017 bulldozing. Deer season trail closure signs were put up in early August. Staff investigated reports of an illegal campsite near the Oat Hill Mine Trail and is investigating reports that people in 4WD vehicles have been clearing vegetation and other obstructions along the trail between Calistoga and the Palisades Trail. The campsite was determined to be located on adjacent private property (the owners have been contacted) and the 4WD enthusiasts own property further up the trail so have the right to drive on the trail. As with Moore Creek Park, the trail has been closed repeatedly in October and November due to hazardous fire weather. Recent PG&E line-clearing work along the lower portion of the trail damaged it in several places and we are working with PG&E to motivate them to fix it themselves, if that doesn't happen it is likely to become a District volunteer project later this winter. Visitation at OHMT has been very high since mid-March. We staffed the trailhead on weekends in late March and early April, but have determined that the dispersed nature of the parking in Calistoga means that it handles the higher level of traffic well and we have since reduced monitoring to occasional check-ins. A large tree fell, blocking the trailhead, but it was bucked the next day by Rob Grassi and Tyler Beach and Rick was able to complete the clearing a few days later. We had reports of an unpermitted running event on the morning of July 4th and have reached out to the organizer to ensure similar events don't happen in the future without advance approval. We are also following up on reports of unauthorized work to make the trail driveable by 4-wheel drive vehicles. In July 2020 the General Manager sent a letter to the property owner whose family members are believed to be doing the work, saying work needed to stop until they had obtained County permission to work in the road Right of Way. The property owner responded just before the August 2020 fires broke out; the issue will need to be pursued further once things settle down. The trail burned, at least in part, during September's Glass Fire and it looks to have sustained significantly more damage from firefighting operations this time.

Putah Creek Properties

Acquire 480 acres next to Berryessa Estates from BLM at no fee through their Recreation and Public Purpose Act procedure. Manage Spanish Valley, Crystal Flats and Stone Corral (2,500 acres) open space preserves.

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 been delayed because of property title issues between BLM and BOR. 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. In 2015 Reclamation said they have done their work to clear up the title issue 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. Because of staffing changes at BLM, as of June 2019 no progress had been made. Per CalFire, the planned prescribed burn for Spanish Valley has been cancelled due to deteriorating weather conditions; we'll try again in 2020. We continue to refine a draft conservation easement for Spanish Valley with the Land Trust, and are close to finalizing the document for Board review. Interpretive staff held a well-attended public hike at Spanish Valley in early November focusing on native plants and the areas interesting geology. Our friends at the Land Trust continue to work with CalFire on coordinating a 2020 prescribed burn at Spanish Valley. Whether or not the burn will actually occur depends on weather, the nature of the fire season, and the ongoing impacts of Covid-19. Unfortunately, limited CalFire resources and bad luck with weather have forced the prescribed burn to be delayed another year. The Lake Berryessa Estates Property Owners Association in June 2020 retained an attorney to help them develop an agreement between the District and the Association authorizing the Association to manage and enforce regulations for use of the campground and boat launch areas of Crystal Flats and Stone Corral. All of the Putah Creek properties burned in the August 2020 fires. Other than burned vegetation, the only damage the District appears to have suffered was to the water tank that was on the hill above the metal barn located on the property, as well as a bulldozing of a fire line across Crystal Flats. The current President for the Association reached out to District staff just before the LNU fire, indicating a willingness to restart discussions about an agreement between the two. Those discussions will hopefully start now that it and the Glass Fire appear to be history.

Skyline Park

Permanent protection of Skyline Park and support for Skyline operations.

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 Assembly member 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 were unable to agree on the fair market value of the property, negotiations stalled, and the legislative authorization expired. 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. 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. Senator Dodd in December 2018 introduced SB 20, which would again authorize the State to sell Skyline Park to the District and/or county for the sole

purpose of it continuing to be a public park. In January 2019 the District sponsored the filming of a short feature for Doug McConnell's Open Road TV series to help build support for the purchase of Skyline. The District is working with SPCA to utilize a TBID grant obtained by the District to upgrade their web site including an on-line reservation system, improve their park map and brochure, and install an automatic pay machine on the River to Ridge Trail. As of early August 2019, a new Skyline map has been completed, the new web site is up and running, the on-line reservation system is operational, and the automatic pay station should be installed any day now. The Governor has signed legislation authorizing the sale of the park to the District or the County, but separately the State has also released plans to potentially lease 20 acres of Skyline Park for the development of housing, complicating matters. Staff has been working with bicycle advocates and Skyline Park Citizens Association to plan and develop a bicycle skills course on a 1/4 acre portion of Skyline Park. The State has completed their review of the latest draft of the agreement authorizing the bicycle skills course, and the draft is now under review by County Counsel. We have begun meeting with the State of California (Departments of General Services and State Hospitals) to discuss the purchase of Skyline Park and hope to move rapidly towards a mutually agreed upon appraisal. Staff is currently waiting for DGS to respond with their proposed appraisal instructions. Skyline Park staff in August 2020 began a process for repairing and hardening a stretch to the Skyline Trail above Lake Marie so that it can be used year-round. This trail is currently the only way to access Suscol Headwaters Park. The reconstructed trail is now largely done and it is a truly impressive piece of work.

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; his report was received in January 2017; the report describes the property as one of the best locations in the County for native grasses. 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. A group of 20+ people from Tuleyome were given a hiking tour of the property in December 2016, as a way to build interest in the property and build a pool of volunteers to help with restoration and improvement of the property. On March 4 2017, Tuleyome volunteers brushed the Iron Mountain trail (in the Cedar Roughs Wilderness, but accessed via Smittle Creek.) The State Fish and Wildlife Game Warden for this area has been most helpful in patrolling the property looking for illegal poaching. A well-attended volunteer cleanup project was held on October 28th, more than filling a 30 yard dumpster with debris. In late May, field staff met with the US Geological Service to assist with the placement of a remote seismographic station on the property. Our volunteer caretaker for this property has made repairs to the dirt roads and the perimeter fencing. Staff in January 2020 flagged a route for the proposed new trail access into the property from Reclamation's Smittle Creek Day Use Area parking lot, and a botanist has been retained to conduct a floristic survey this winter and spring. Kyra Purvis is working on the CEQA analysis and on putting together a use permit application to the County of Napa to open Smittle Creek to the public. Kyra also continues to work with Reclamation

on an agreement to authorize the public to use their Smittle Creek Day Use Area parking lot to access our property. All of Smittle Creek burned in the August 2020 fires. The entry gate and fence the District shares with Reclamation was burned, and will need to be replaced.

State Parks

Operate Bothe-Napa Valley State Park, Bale Grist Mill State Historic Park, and RLS State Park.

The District, with assistance from the Napa Valley State Parks Association, took over management of the parks on April 1, 2012. Since then the District has obtained permits and done improvements to the pool, installed 7 yurts, instituted recycling in the campground and day use areas, pumped all septic system tanks annually, repaired the historic Wright House for use as a rental property, restored 5 cabins, constructed a new shower/toilet facility, and made a large dent in the backlog of deferred maintenance. District efforts to pass legislation allowing the sale of grain from the Bale Mill were unsuccessful. The District has de facto also taken on responsibility for Robert Louis Stevenson State Park, funding repairs to the Silverado House, working with State Parks to get a caretaker into that house to prevent vandalism. In 2014 the District started the process of extending the District's 5 year Operating Agreement and including RLS in the agreement; approval of that new agreement is still pending. The existing OA expired on March 31, 2017; the District is now operating the parks on a month-to-month basis until State Parks can complete the new agreement. The draft OA is now undergoing final review in Sacramento. The District is working with the Vine Trail on the proposed alignment of the Vine Trail through Bothe. More detail on current activities are contained in a separate Parks Report for Bothe and Bale. A storage area at the vacant Silverado House in RLS was broken into in May 2018; State Parks has agreed to let the District repair the house and place a camp host/caretaker on site to prevent further vandalism. The well and water tank was repaired in late 2018, and a District employee is now living on site and serving as the caretaker. A tree fell on the Silverado House in the late Feb 2019 storms; this was cleaned up last week, but the roof which was already in poor shape is now leaking. We have been attempting, but so far with no success, to get State Parks approval to repair the roof. The new Operating Agreement with State Parks has been approved by the District and is now just awaiting final signatures by the head of State Parks and General Services. As noted elsewhere, visitation at Robert Louis Stevenson State Park has been very high in the wake of the Covid-19 pandemic. Until the end of June 2020 staffed the parking lot off Highway 29 during peak times, which was a particularly tough job given the nature and location of the lot. Jay Jessen covered most of those shifts, with backup from Jason Jordan. Large portions of the two state parks burned in September's Glass Fire. We have not yet had a chance to do meaningful damage assessment but most, maybe all, of the structures at Bothe and Bale were saved.

Suscol Headwaters Preserve

Improvements to Suscol Headwaters Preserve and opening the property as a public park.

Having completed purchase of the Preserve in November, 2017 the District now needs to make improvements required by funders, acquire a Napa County Use Permit, and make improvements necessary to open and operate the eventual park. Improvements needed to satisfy funders include the construction of a California red legged frog (CRLF) breeding pond and various habitat improvements focused on, but not exclusively in, the pond area. Improvements necessary to open and operate the eventual park include in the planning and construction of a trail network, design and installation of

signage, and the potential future construction of a parking lot and trailhead improvements off-property to the south, on or near Highway 12 in Jameson Canyon. On July 1st 2015 the board of the Napa Sanitation District approved an easement option agreement which may allow us to construct a trail and trailhead parking lot on their Kelly Road sprayfield property. Alternate off-site options are also being pursued. A portion of the property, mostly in Phase II, burned in the October 2017 firestorm; some trees were killed, and a perimeter grazing fence was destroyed, but otherwise damage was not catastrophic. We have installed No Trespassing signs adjacent to ranch roads descending off of Suscol Knob to further limit access to the lower portions of the preserve, where property lines are not necessarily well marked or fenced. As of November, Caltrans is once again working on plans and specs for the red legged frog pond. We plan to file a use permit to open the preserve to the public as soon as the biological survey update that is scheduled for spring/summer 2019 is complete. As of early April 2019 we have begun actively assembling a trail development plan and working on final CARLF pond plans and specifications with Caltrans. We have hired Kevin Smallman, to help with trail corridor planning and spent May 10 and 11 hiking and flagging the property. In late June we met on site with Caltrans and USFWS biologists and geologists to refine preliminary pond plans. Negotiations with the City of American Canyon and an adjacent property owner regarding the potential to relocate the access easement to our property from Highway 12 did not work out because of a change of mind by the property owner. Suscol Headwaters Park was approved by the County Planning Commission on February 19th and is now officially open to the public via Skyline Park. Staff focus is now shifting to finalizing the future trailhead and staging area for accessing the property from Highway 12 and/or Kelly Road. Kyra has been working hard on boundary, trailhead, and other signage along with designing a brochure and park map. We hope to get property boundary signs, which we now have in hand, installed sometime in the next month or so. Chris met with REMBA's Executive Director on the property in early July to discuss funding opportunities and partnerships that may allow some new singletrack trails to be constructed at Suscol Headwaters as early as this coming rainy season. Rick and Ryan recently installed signage in hopes of dissuading the public from riding and hiking off trail, activities that cause erosion and are generally bad for the environment. Kyra has obtained conceptual agreement on revising the access easement on the south side of the property to facilitate construction of a staging area on North Kelly Road rather than along Kirkland Ranch Road, and has drafted a grant deed that will accomplish this. The next step is to obtain approval from Napa Sanitation for the staging area and trail. As noted elsewhere, thanks to our partners at Skyline Park and their work improving the Tuteur trails, Suscol should now be accessible in all seasons via Skyline.

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, but in the end the cities and the county decided that each entity will maintain the section within their jurisdiction, rather than paying into a common fund for common maintenance. District staff joined with Vine Trail and State Parks staff in October 2016 to discuss the Vine Trail route through Bothe-Napa Valley State Park; the solution that State Parks is willing to accept will add an estimated \$600,000 to the cost of the Vine Trail. On behalf of the District, the GM in January 2017 wrote a letter of support for their application for funding from NVRTA. Caltrans is proposing to replace the aging bridge over Mill Creek; since the construction as proposed could have significant adverse effects for both the Vine Trail and the Bale Mill, District and Vine Trail staff meet with Caltrans and NVRTA to discuss ways to mitigate the impacts. In Sept 2018 the Vine Trail Coalition requested the District accept an easement to facilitate the trail connection between Kennedy Park and Napa Pipe. Staff met with the Vine Trail and Syar on March 6, 2019 to work out details related to the easement. A revised version of the easement, and an associated agreement allocating responsibilities is still being negotiated. District staff is continuing to support Vine Trail plans for developing the Vine Trail through Bothe-Napa Valley State Park. At the request of the Vine Trail Coalition, staff is exploring with the County whether to take on the eventual maintenance of the section between Calistoga and St. Helena, with the costs to be paid 50/50 by the County and the Coalition.

Completed Projects

Amy's Grove

Donation of 50 acres along Dry Creek and Wing Creek, donation of 9 acres immediately to the north, and purchase of 164 acres to the north of that.

The donation of approximately 50 acres of open space from the Chamberlain family to the District closed in December 2015. An additional 9 acres was donated to the District by the Kateley family in 2019. The District also completed the purchase of another 164 acres from the Chamberlain family in 2019.

Bay Area Ridge Trail Realignment

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 Area Ridge Trail Napa-Solano Ridge Trail Loop

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. In March 2018 the Ridge Trail Council transferred the easement to the District, and with the support of the Tuteur family revised the easement to facilitate an extension of the trail south onto the District's Suscol Headwaters Preserve.

Bay/River Trail - American Canyon to Napa Phase I

Phase One - Eucalyptus 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 - Pond 10.

DFW surfaced the existing 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.

Berryessa 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 was approved by the property owner and the District. BLM's biologist inspected the alignment on September 17, 2011. The trail was constructed over the course of two years using volunteer crews, and continues to be maintained by volunteers (mostly provided by Tuleyome and Yolo Hiker)

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

Purchase of 443 acres of land that will provide public access to Cedar Roughs from the Smittle Creek Day Use Area closed in December 2015.

Connolly Ranch

Construction of patio, restrooms and cooking facilities completed in 2008 using State Prop 12 funds.

The Cove at Mt Veeder

The acquisition of 164 acres from the Girl Scouts was completed in December 2017.

Historic ROW Analysis

Staff has completed a comprehensive review of historic rights-of-way, and is now focusing attention on those that have greatest potential.

Linda Falls Conservation Easement

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. The District previously obtained a conservation easement on one of several parcels owned by the Land Trust of Napa County. 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. The District Board approved acceptance of the easement at its October 2016 meeting, and the easement was finalized and recorded in December 2016.

Master Plan Development and Updates

The Master Plan for 2008-2013 was approved in January 2009. It was updated in 2011 and again in 2019.

Moore Creek Open Space Park

Acquisition of 673 acres in the Moore Creek Watershed completed in December 2008. The City of Napa subsequently approved an agreement with the District to incorporate approximately 900 acres of City of Napa Lake Hennessey watershed lands into Moore Creek Park.

Napa River Ecological Reserve Improvements & Restoration

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. 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.

Napa River Flood Control Easement

Conservation easement accepted by District in 2007 to facilitate Flood District project and grant funding.

Newell Preserve Improvements

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, which is owned by the City of American Canyon. However, the first well drilled by the City of American Canyon came up dry. The City has dropped plans for digging any more test wells.

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. 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; BLM in April 2016 indicated they did not want to transfer this parcel, so the District's application has been dropped.

River to Ridge Trail

Lot line adjustment to legalize River to Ridge Trail as constructed (it had encroached on private property in two locations) has been completed. 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. A new information kiosk was installed at the entrance in December 2008 as part of a Boy Scout project. In 2011 volunteers made some drainage improvements.

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. The District and the Skyline Park Citizens Association have continued to cooperate on various trail maintenance projects.

Skyline Park Concessionaire Agreement Renewal

District staff negotiated renewal of concessionaire agreement on behalf of the County in 2010, 2015 and 2020. The renewal involved changes to the fee schedule and amendments to and approval of sub agreements with three non-profit partner organizations.

Skyline Park Facility Improvements

The proposals for a second greenhouse (from CNPS) and a covered equestrian arena (from Skyline Riders) were approved by the Department of General Services and by the County Board of Supervisors. The sponsors of these projects however ended up not pursuing either project.

Suscol Headwaters Preserve Acquisition

Acquisition of 709 acres of the former Kirkland Ranch in two phases was completed in November 2017.

Trinchero/Putah Creek Open Space Acquisition

The donation by the Trinchero family of 2,500 acres of open space (Spanish Valley, Crystal Flats and Stone Corral) 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.

Wild Lake Ranch

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.

Deferred Projects

District Non-profit Foundation

The District Board has approved the goals, objectives and basic structure for a non-profit foundation to assist the District with fundraising. Plans have been postponed while the District first focuses on increasing fundraising and outreach capacity without the challenges of establishing and supporting another legal entity, and to ensure what the District does is coordinated with other organizations.

Milliken Reservoir Trails and Picnic Area Feasibility Study

The feasibility study to *construct approximately 3 miles of Bay Area Ridge Trail plus additional feeder and loop trails, along with a staging and picnic area* within the City of Napa's Milliken Watershed was completed and accepted by the Board of Directors in 2009. The Napa City Council in November, 2009 approved city staff recommendation to hold off on considering the Milliken Reservoir trails project until the Lake Hennessey Unit of Moore Creek Park is completed.

Montesol West

The District had the opportunity to purchase 1,254 acres west of Highway 29 adjacent to Robert Louis Stevenson State Park. The area's conservation values have already been protected through an easement negotiated by the Trust for Public Land and now held by the Land Trust of Napa County. Purchase of fee title would permit the area to be used for public recreation. The District prepared and obtained a Habitat Conservation Program grant that, together with a Moore Foundation grant obtained by the Trust for Public Land, would fully fund the purchase. A public presentation to the Middletown Area Town Hall was made on August 10, 2017, and to the Middletown Area Merchants Association on August 15 and September 14, 2017. Unfortunately, the option expired at the end of February without TPL exercising it, because we were unable to provide the type of liability insurance the seller wanted to protect his interest in carbon credits that had been sold to the State for timber located on the property. Staff has begun discussions with other conservation partners about a strategy for changing the ARB carbon project rules so they don't prevent public ownership and access.

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, though it would need to be updated given the passage of time. The project concept was approved by the District Board, and was positively viewed by the Veterans Home administration. However, there were subsequently a series of changes and controversies within the Department of Veterans Affairs, which undid the progress we had made. The area in question also involves the Department of Fish and Wildlife, since they have an easement to allow hunters to use the area; the Department was initially supportive of the District pursuing a formal trail through the property, but personnel changes within their Department means their review also needs to be restarted. Finally, with the approval of the Go North alignment of the Bay Area Ridge Trail, this segment of trail is no longer part of the officially proposed alignment for the Ridge Trail. For all these reasons, this project is deferred until other District priorities are under control.

Vallejo Lakes

Possible purchase of 1100 acres of surplus Vallejo Water District lands, of which 200 acres are located in Napa County, and Lake Curry which is entirely 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 surplussing 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 surplussing 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 surplussing 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. The Solano County Board of Supervisors has meet in closed session to discuss the Lake Curry property. A meeting with Solano County representatives took place January 27, 2017. Solano County is investigating the feasibility of acquiring the lakes and managing their water supplies; as part of this investigation they are also looking at the feasibility of partnering with the District to manage public recreational access. Further progress on this project depends on the City of Vallejo and Solano County; the District cannot do more until they decide what direction to head.



By: Jason Jordan
Date: October 12, 2020
Item: **Agenda Item 4.f**
Subject: August 2020 State Park Report for Bothe- Napa Valley SP, Robert Louis Stevenson SP and Bale Grist Mill SHP

This is an abbreviated report since the impacts of the Glass Fire are still being assessed. Updates will be provided orally at the meeting.

Fire impacts:

- Most of area around campground burned
- Backfire set behind yurts, cabins, group camp to protect structures.
- No structures (including Rec Hall and Barn) were burned or damaged other than smoke damage. Bale mill safe.
- Majority of trail system had fire go through it. Not all trails and areas have been assessed due to hazards and active fire. Hazard tree remediation and possible trail repairs will be needed.
- Water system seemingly functioning, still need to check spring box
- RLS Table rock trail impacted, need to assess when safe
- RLS Silverado house reported unharmed, need to assess when road open

Other:

- Staff was continuing on wheel repairs before fire now 85% done
- Met with water board for 5 year inspection (sanitary survey) of Bothe System. Repairs requested
- NVSPA raised \$30,000 in online auction held in month of September