Recording requested by:
PLACER TITLE COMPANY

2024-0010285

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

12:50PM 22-Jul-2024

REC FEE 0.00

MW
Page 1 of 21

RECORDING REQUESTED AND WHEN RECORDED RETURN TO:

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

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

DBL

HTX

Exempt from recording fees pursuant to Gov. Code Section 27383

DECLARATION OF COVENANTS AND RESTRICTIONS AND MEMORANDUM OF AGREEMENT RE REPURCHASE OPTION AND RIGHT OF FIRST REFUSAL

THIS DECLARATION OF COVENANTS AND RESTRICTIONS AND MEMORANDUM OF AGREEMENT RE REPURCHASE OPTION AND RIGHT OF FIRST REFUSAL (this "**Declaration and Memorandum**") is entered into as of this 22 day of July, 2024 (the "**Effective Date**"), by and between COUNTY OF NAPA, a political subdivision of the State of California (the "**County**"), and CITY OF CALISTOGA, a general law city (the "**City**"). County and City are sometimes individually referred to herein as "**Party**" and together referred to as "**Parties**".

RECITALS

A. County was the owner of approximately +/- 70.6-acres of real property as well as the buildings and other improvements located thereon in the City of Calistoga, County of Napa, commonly known as and used as the Napa County Fairgrounds (collectively, the "**Fairgrounds**").

B. On or about the Effective Date, pursuant to that Napa County Agreement No. 240259B, Purchase and Sale Agreement and Escrow Instructions, between County, as Seller, and City, as Buyer (the "**Purchase Agreement**"), County sold and transferred the entirety of the Fairgrounds to the City (the "**Property**"), excluding an approximately +/- 1.24 acre parcel, the ownership of which was retained by the County (the "**Retained Land**"). The Property is more fully described on **Exhibit A** to this Declaration and Memorandum, and the Retained Land is more fully described on **Exhibit B** to this Declaration and Memorandum. The approximate locations of the Property and the Retained Land are designated on **Exhibit C** hereto. The Property and the Retained Land are sometimes individually referred to herein as a "**Parcel**" and collectively as the "**Parcels**".

C. As set forth in the Purchase Agreement, County sold the Property to City at a substantial discount below its fair market value in order to have City own and operate the Property for public purposes consistent with historical uses, as defined herein, of the Fairgrounds for the benefit of the community, all of which City has agreed to do.

D. One of the purposes of this Declaration and Memorandum is to provide record notice of certain provisions of the Purchase Agreement that survived the closing thereunder.

NOW, THEREFORE, for the purposes set forth above and as otherwise set forth below, for good and valuable consideration, the Parties declare that the Parcels shall hereafter be held, used, operated,

(3)

transferred, sold, conveyed, and leased subject to the following covenants and restrictions for the entirety of the term of this Declaration and Memorandum:

AGREEMENT

1. Incorporation of Purchase Agreement. The provisions of Paragraph 14 of the Purchase Agreement are incorporated into this Declaration and Memorandum and are set forth below. To the extent that any provisions of this Declaration and Memorandum and the Purchase Agreement conflict, the provisions of the Purchase Agreement shall control; provided, however, that for the avoidance of doubt, the Parties' agreements set forth herein are separate and independent of any provisions of the Purchase Agreement, and shall be binding regardless of any such conflict.

2. Defined Terms. Any capitalized terms contained herein shall have the meaning set forth in the Purchase Agreement as referenced in Section 4 below unless otherwise specified in this Declaration and Memorandum.

3. Historical Uses. City agrees to limit the use of the Property to Historical Uses except to the extent that County consents in writing in its sole and absolute discretion to permit a Proposed Rezoning or elects not, or fails to, exercise its Repurchase Option as specified below.

4. Repurchase Right and Right of First Refusal. Paragraph 14 of the Purchase Agreement provides in pertinent as follow:

> "a. Repurchase Right. Buyer [City] agrees that Seller [County] possesses and hereby grants Seller [County] the right and option to repurchase the Property, or applicable portions thereof, from Seller [County] for a period of ninety-nine (99) years or as otherwise provided in Paragraph 14.c, for the Adjusted Price (as defined below) on and subject to the terms and conditions set forth below (the "**Repurchase Option**"):
>
> i. Right to Exercise the Repurchase Option. Seller [County] may exercise its Repurchase Option if the Property, or any portion thereof, is subject to a Proposed Rezoning (as defined below) except as follows: If Buyer [City] (or any other applicable governmental authority or body) finally denies (i.e. the denial is not subject to any right appeal or legal challenge) the Proposed Rezoning before the Repurchase Closing occurs, then the Repurchase Option for the specific Proposed Rezoning whether or not previously exercised by Seller [County] shall become null and void (but not Seller's [County's] right to exercise its Repurchase Option for other Proposed Rezonings). Unless Seller [County] agrees in its sole and absolute discretion otherwise in writing, Buyer [City] shall not hold a vote on or otherwise approve of any Proposed Rezoning until the time for Seller [County] to deliver Seller's Election Notice has expired.
>
> ii. Exercise of Repurchase Option.
>
> 1. Before any Proposed Rezoning of all or part of the Property occurs, Buyer [City] shall send Seller [County] a written notice in compliance with the notice provisions of this Agreement specifying the Proposed Rezoning and what parts of the Property would be affected thereby (the "**Option Property**"), which notice shall also include the reasons why Buyer [City] wishes to permit or consider the Proposed Rezoning and be

accompanied by a reconciled statement (the "**UCI Value Statement**") certified as being accurate by Buyer's [City's] chief financial officer or an outside auditor of the monetary value of all unamortized capital improvements (amortized in accordance with IRS guidelines), if any, made by Buyer [City] (through the use of the Buyer's [City's] general funds) on the Option Property ("**Unamortized Capital Improvements Value**") along with reasonable supporting documentation (the "**Proposed Change in Use Notice**"). Seller [County] shall have until the later of (x) ninety (90) days after its receipt of the Proposed Change in Use Notice or (y), if Seller [County] has agreed to permit such a vote on or approval to occur pursuant to subparagraph (i) above, thirty (30) days after the Proposed Rezoning has been finally approved to elect to exercise the Repurchase Option for the Option Property by providing notice of Seller's [County's] election to Buyer [City] in accordance with the notice provisions of this Agreement ("**Seller's Election Notice**"). Buyer [City] shall, however, have no obligation to convey the Option Property unless Seller [County] pays the Adjusted Price (as defined below) to Buyer [City] as specified in this Paragraph 14a. No more than once annually, Buyer [City] shall provide Seller [County] with an annual list of capital improvements, if any, made by the Buyer [City] to the Property.

2. Notwithstanding the above, if less than the entirety of the Property is subject to a Proposed Rezoning and such portion of the Property is not a separate legal parcel or parcels in compliance with the California Subdivision Map Act (Government Code Section 66410 et seq. (the "**Map Act**"), then Seller [County] and Buyer [City] shall coordinate to process a lot line adjustment or parcel map creating a separate legal parcel for the portion of the Property subject to the Proposed Rezoning ("**Rezoning Parcel**"). Alternatively, Buyer [City] may determine a parcel map to create the Rezoning Parcel may be waived or that the conveyance of the Rezoning Parcel is exempt from compliance with the Map Act pursuant to Government Code Section 66428(a)(2). If a Rezoning Parcel is created, whether by map, lot line adjustment, waiver conveyance or exemption, Seller [County] shall be entitled to repurchase the Rezoning Parcel but only for an Adjusted Price calculated on said basis. If (i) the application to create, or waive a map for creation of a Rezoning Parcel is finally denied by Buyer [City] (or other applicable governmental authority or body) (i.e. beyond any applicable appeal or legal challenge period) and (ii) Buyer [City] reasonably determines that the conveyance of the Rezoning Parcel (or what would have been the Rezoning Parcel had the application been approved) would not be exempt from compliance with the Map Act pursuant to Government Code Section 66428(a)(2) or any successor or other statute or law, then Seller [County] shall be entitled to repurchase the entirety of the legal parcel or parcels on which the land subject to the Proposed Rezoning is located (and which land will be

deemed to be the Option Property), but only for an Adjusted Price calculated on said basis.

iii. Escrow and Closing of the Repurchase. If Seller [County] timely exercises the Repurchase Option, then an escrow shall be opened promptly with Escrow Holder (or any national title company selected by Seller [County] if Escrow Holder is no longer in business) for purposes of facilitating the reconveyance of the Option Property to Seller [County] in accordance with the terms of this Paragraph 14a. In such an event, the closing of the repurchase transaction (the "**Repurchase Closing**") shall take place on the ninetieth (90th) day following the delivery of Seller's Election Notice (the "**Repurchase Closing Date**") or such earlier date as Seller [County] may elect subject to the following conditions and obligations being satisfied (but which date shall be subject to the extension to the extent that the Option Property does not initially entirely consist of one or more legal parcels to allow the process specified in subparagraph (ii) above to be completed). Title to the Option Property shall be conveyed to Seller [County] by a grant deed substantially in the form of Exhibit B to this Agreement. Title to the Option Property shall be subject to all matters of record except Buyer [City] shall cause the Option Property to be conveyed free and clear of all Monetary Liens (the "**Excluded Exceptions**"). As a condition of the Repurchase Closing, Seller [County] shall be entitled to receive a CLTA owner's title policy (or other similar owner's title policy) in the amount of the Adjusted Price showing title vested in Seller [County] with no Excluded Exceptions shown thereon. The Repurchase Closing shall take place on the Repurchase Closing Date at the offices of the applicable escrow holder or at such other location as may be agreed to by Buyer [City] and Seller [County]. All closing costs for the Repurchase Closing shall be allocated between Buyer [City] and Seller [County] per county custom as reasonably determined by the escrow holder for the transaction. Buyer [City] and Seller [County] shall sign and, if applicable, acknowledge such other documents and instruments as may be reasonably required to cause the Option Property to be conveyed to Seller [County] pursuant to this Paragraph 14(a).

iv. No Extinguishment or Waiver. With respect to any future Proposed Rezoning not covered in a Proposed Change in Use Notice delivered to Seller [County], Seller's Repurchase Option shall not be deemed waived or extinguished if Seller [County] elects not to exercise the Repurchase Option for the Proposed Rezoning actually specified in the applicable Proposed Change in Use Notice. Seller's [County's] repurchase right shall also survive any failure by Buyer [City] to timely provide Seller [County] with a Proposed Change in Use Notice as required under this Paragraph 14a.

b. Right of First Refusal.

i. Buyer [City] agrees that Seller [County] possesses and hereby grants Seller [County] a right of first refusal for a term of ninety-nine (99) years, or as otherwise provided in Paragraph 14.c, to repurchase the Property, or any part thereof, (the "**ROFR**") for the Adjusted Price before, with respect to such Property, or any part thereof, (the "**ROFR Property**") Buyer [City] either (1) sells or conveys fee title to the ROFR Property or (2) enters into a Long Term Lease (as defined below) to any third-party entity for the ROFR Property. No such Long Term Lease or agreement to sell or convey the Property shall be effective until and

unless Seller [County] fails to timely provide a Seller's ROFR Exercise Notice as specified below, and in no event shall any such Long Term Lease or agreement to sell or convey the Property be binding on Seller [County] if Seller's ROFR Exercise Notice is timely delivered and Seller [County] proceeds to repurchase the Property, or the applicable portion thereof, pursuant to said notice.

ii. Prior to offering the ROFR Property for any such sale, conveyance, or Long Term Lease or accepting an unsolicited offer for the same, Buyer [City] shall send Seller [County] a written notice in compliance with the notice provisions of this Agreement including the proposed purchase agreement or lease, or specifying the proposed terms of the sale or lease, as applicable, along with a UCI Value Statement (the "**ROFR Notice**") for the ROFR Property certified, as being accurate by Buyer's [City's] chief financial officer or an outside auditor, and with supporting documents as specified in Paragraph 14a. Seller [County] shall have ninety (90) days after its receipt of the ROFR Notice to exercise its ROFR by providing notice thereof to Buyer [City] ("**Seller's ROFR Exercise Notice**"), which notice shall comply with the notice provisions of this Agreement. The ROFR Property shall be limited to the portion of the Property that is the subject of the proposed sale, conveyance or Long Term Lease.

iii. Notwithstanding the above, if less than the entirety of the Property is proposed to be subject to a Long Term Lease and such portion of the Property is not a separate legal parcel or parcels in compliance with the Map Act (as defined above) then Seller [County] and Buyer [City] shall coordinate to process a lot line adjustment or parcel map creating a separate legal parcel or parcels for the land included within the Long Term Lease and the ROFR Property shall consist of said legal parcel or parcels once such process is completed. Alternatively, Buyer [City] may determine a parcel map to create the ROFR Property may be waived or that the conveyance of the ROFR Property is exempt from compliance with the Map Act pursuant to Government Code Section 66428(a)(2). If the ROFR Property is created, whether by map, lot line adjustment, waiver, conveyance or exemption, Seller [County] shall be entitled to purchase the ROFR Property but only for an Adjusted Price calculated on said basis. If (x) the application to create or waive a map to cause the ROFR Property to consist entirely of one or more legal parcels in compliance with the Map Act (as defined above) is finally denied by Buyer [City] (or any other applicable governmental authority or body) and (y) Buyer [City] reasonably determines that the conveyance of the ROFR Property is not exempt from compliance with the Map Act pursuant to Government Code Section 66428(a)(2) or any successor or other statute or law, then Buyer [City] shall not proceed with the Long Term Lease.

iv. If the ROFR is timely exercised, subject to the payment of the Adjusted Price, the ROFR Property shall be conveyed to Seller [County] by a grant deed through an escrow, free and clear of Monetary Liens, all as specified in Paragraph 14(a) on the later of the closing date specified in the ROFR Notice or ninety (90) days after the delivery of Seller's ROFR Exercise Notice (but which date shall be subject to the extension to the extent that the ROFR Property does not initially entirely consist of one or more legal parcels to allow the process specified in subparagraph (iii) above to be completed). Closing costs shall be allocated as specified in the ROFR Notice, or if not so specified, as stated in Paragraph 14(a).

v. For the avoidance of doubt, if the ROFR is timely exercised, the purchase price paid for the ROFR Property shall be the Adjusted Price and not any purchase price specified in any applicable purchase or sale agreement or term sheet triggering the ROFR.

c. Term of the Repurchase Option and ROFR. The term of the Repurchase Option and ROFR shall commence as of the Closing of the sale of the Property to Buyer [City] and, unless otherwise agreed by Buyer [City] and Seller [County] in a recorded instrument, shall expire on the earlier of (x) 5:00 p.m. Pacific Time ninety-nine (99) years following said Closing or (y) the maximum period allowed by applicable law. The Repurchase Option and/or ROFR shall automatically expire and be of no effect on the expiration of the term specified in this Paragraph; provided, however, that Seller [County] shall execute such instruments (e.g., a quitclaim deed) as may be reasonably requested by Buyer [City] to confirm the termination of the Repurchase Option and/or ROFR, as applicable, after such occurs.

d. Defined Terms. Defined Terms. The following terms shall have the meanings ascribed to them below for purposes of this Paragraph 14.

i. "**Adjusted Price**" means the Purchase Price paid by Buyer [City] at Closing increased by the change in the Index from the Closing of the sale of the Property to Buyer [City], plus the Unamortized Capital Improvements Value (as defined in Paragraph 14(a)(ii)), which Adjusted Price shall be prorated on a land to land basis (i.e. the ratio of the square footage of the land within the Option Property or ROFR Property, as the case may be, to the square footage of all of the land within the Property) if the Option Property or ROFR Property, as applicable, consists of less than all of the Property.

ii. "**Index**" means the Consumer Price Index for All Urban Consumers-All Items, published monthly by the United States Department of Labor (base year 1982-84=100), or any successor index thereto as hereinafter provided. If the base year of the Index is changed, then all calculations pursuant to this Paragraph 14 that require the use of the Index shall be made by using the appropriate conversion factor published by the Department of Labor (or successor agency) to correlate to the base year of the Index herein specified. If no such conversion factor is published, then the Parties shall in good faith make the necessary calculation to achieve such conversion. Should the Department of Labor discontinue the publication of the Index, then the Parties will adopt a substitute index or procedure, which reasonably reflects and monitors consumer prices.

iii. "**Historical Use**" means each prior use of the Property specified on Exhibit D-1 to this Agreement [**Exhibit D** to this Declaration and Memorandum]; provided, however, in no event shall a Historical Use include a proposed project involving large scale commercial or residential development for a use or uses listed on Exhibit D-1 or otherwise.

iv. "**Long Term Lease**" means any lease, license, occupancy, concession, or similar agreement with a term (including options to extend) in excess of twenty-five (25) years.

v. "**Proposed Rezoning**" means any proposed change in the zoning for the Property or any part thereof, to allow a use that is not a Historical Use of the Property and which such new use would not be allowed under the zoning for the Property as set forth in Calistoga Municipal Code Section 17.23.020 (A)(1), (2), (3) or (4) as of the Effective Date as stated in Exhibit D-2 to this Agreement [**Exhibit E** to this Declaration and Memorandum].

e. Right to Enforce. Buyer [City] stipulates and agrees that Seller [County] may enforce its Repurchase Option and ROFR through specific performance and/or other equitably relief, including through a mandatory or prohibitory injunction, and that the Property, and any part thereof, are of a special and unique character which gives it a peculiar value, and that Seller [County] cannot be reasonably or adequately compensated in damages in an action at law in the event Buyer [City] breaches its obligation to sell the Property, or any part thereof, to Seller [County] pursuant to either Seller's Repurchase Option or ROFR.

f. Buyer Compliance With Surplus Land Act. If Seller [County] seeks to exercise its Repurchase Option and/or ROFR pursuant this Paragraph 14, Buyer [City] shall take all actions necessary to designate the Option Property, or ROFR Property, as applicable, "exempt surplus property" under the SLA (as defined in Paragraph 9(e)) to be transferred back to Seller [County] for its use as a local agency to the full extent that such is legally required to allow such conveyance or transfer to occur. This obligation includes but is not limited to scheduling all public meetings, making all necessary findings, and providing all necessary documentation to the HCD to lawfully transfer the Option Property and/or ROFR Property, as applicable, to Seller [County] under the SLA."

5. Covenants to Run with the Land. The covenants, restrictions, rights, conditions, powers, and other provisions contained or referenced in this Declaration and Memorandum: (a) are made for the mutual benefit of the Parties and their respective successors (by operation of law or otherwise) and assigns and the Parcels; (b) burden the applicable Parcels and are binding upon the Parties and their respective successors (by operation of law or otherwise), assigns, and all other persons or entities acquiring any Parcel, or portion thereof or interest therein; and (c) are intended as and are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including without limitation, Section 1468 of the Civil Code of the State of California, as the same may be amended from time to time and any successor statutes thereof.

6. Duration / Term of Declaration and Memorandum. The Parties agree that the covenants, restrictions and other provisions set forth in this Declaration and Memorandum will run with the land as specified above and stay in effect for ninety-nine (99) years or such shorter period as specified in Section 4 above / Paragraph 14c of the Purchase Agreement. Upon the termination of this Declaration and Memorandum, County will promptly execute and deliver to City an appropriate release and cancellation instrument acknowledging the expiration or termination of this Declaration and Memorandum, and the provisions thereof. The release and cancellation instrument will be executed in proper form for recordation in the official real estate records of the County.

7. Counterparts. This Declaration and Memorandum may be executed in one or more counterparts, each of which will constitute an original, and all of which together will constitute one and the same instrument.

8. Recordation. The Parties agree that this Declaration and Memorandum shall be recorded in the official real estate records of Napa County.

9. Modification and Termination. This Declaration and Memorandum may not be modified in any respect whatsoever or terminated, in whole or in part, except with the written consent of the City and the County.

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

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

Any Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

11. No Waiver. The waiver by one Party of the performance of any covenant or condition hereunder shall not invalidate this Declaration and Memorandum, nor shall it be considered to be a waiver by such Party of any other covenant or condition hereunder. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any

other act or an identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Declaration and Memorandum for any remedy shall not exclude other remedies unless they are expressly excluded.

12. Attorneys' Fees. If either Party shall bring suit against the other as a result of any alleged breach or failure by the other Party to fulfill or perform any covenants or obligations under this Declaration and Memorandum or in any deed, instrument or other document delivered pursuant hereto, or to seek declaratory relief as to the rights or obligations of either Party, then in such event, the prevailing Party in such action shall be entitled to reasonable attorneys' fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof.

13. Provisions Severable. Each provision of this Declaration and Memorandum shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Declaration and Memorandum be deemed to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Declaration and Memorandum.

14. Governing Laws. This Declaration and Memorandum shall be construed and governed in accordance with the laws of the State of California.

15. Entire Agreement. THIS DECLARATION AND MEMORANDUM, WHICH INCLUDES EACH OF THE EXHIBITS ATTACHED HERETO, ALONG WITH THE PURCHASE AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT OF THIS AGREEMENT AND SUPERSEDES ALL PREVIOUS AGREEMENTS, PROMISES, REPRESENTATIONS, UNDERSTANDINGS AND NEGOTIATIONS, WHETHER WRITTEN OR ORAL, AMONG THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

16. Construction. Each Party has participated in the drafting of this Declaration and Memorandum and has had the same reviewed by counsel of its choosing, and, as such, this Declaration and Memorandum shall not be construed against either such Party based on the drafter of any particular provision thereof.

IN WITNESS WHEREOF, the undersigned have executed this Declaration and Memorandum as of the date and year set forth below.

GRANTOR:	**CITY OF CALISTOGA** By: _____ Name: Laura Snideman Its: City Manager Date: July 18, 2024

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Napa)

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

personally appeared Laura Snideman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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	APPROVED AS TO FORM: City Attorney: By: _____ Name: Michelle Marchetta Kenyon Date: July 18, 2024
GRANTEE:	**NAPA COUNTY**, a political subdivision of the State of California By: _____ Joelle Gallagher, Chair of the Board of Supervisors APPROVED AS TO FORM: Office of County Counsel By: _____ Sheryl L. Bratton County Counsel APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS ON: Date: January 23, 2024 Resolution No.: 2024-10 Processed By: Paulette Cooper Deputy Clerk of the Board ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

	APPROVED AS TO FORM: City Attorney: By: _____ Name: Michelle Marchetta Kenyon Date: _____, 2024
GRANTEE:	**NAPA COUNTY**, a political subdivision of the State of California By: _____ Joelle Gallagher, Chair of the Board of Supervisors APPROVED AS TO FORM: Office of County Counsel By: _____ Sheryl L. Bratton County Counsel APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS ON: Date: January 23, 2024 Resolution No.: 2024-10 Processed By: Paulette Cooper Deputy Clerk of the Board ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

SEAL AFFIXED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Napa} ss.

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

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

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

EXHIBIT A

THE PROPERTY
LEGAL DESCRIPTION

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

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

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

TRACT TWO:

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

Excepting therefrom the following:

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

APN: 011-140-007 (ptn.)

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

APN: 011-140-007 (ptn.)

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

Excepting therefrom the following:

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

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

APN: 011-140-055 (ptn.)

END OF DESCRIPTION



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

EXHIBIT B

RETAINED PROPERTY
LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Napa, City of Calistoga, being a portion of Parcel B as shown on Map No. 2762, recorded on April 12, 1976, in Book 19 of Surveys at Page 70, Napa County Records, and is more particularly described as follows:

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

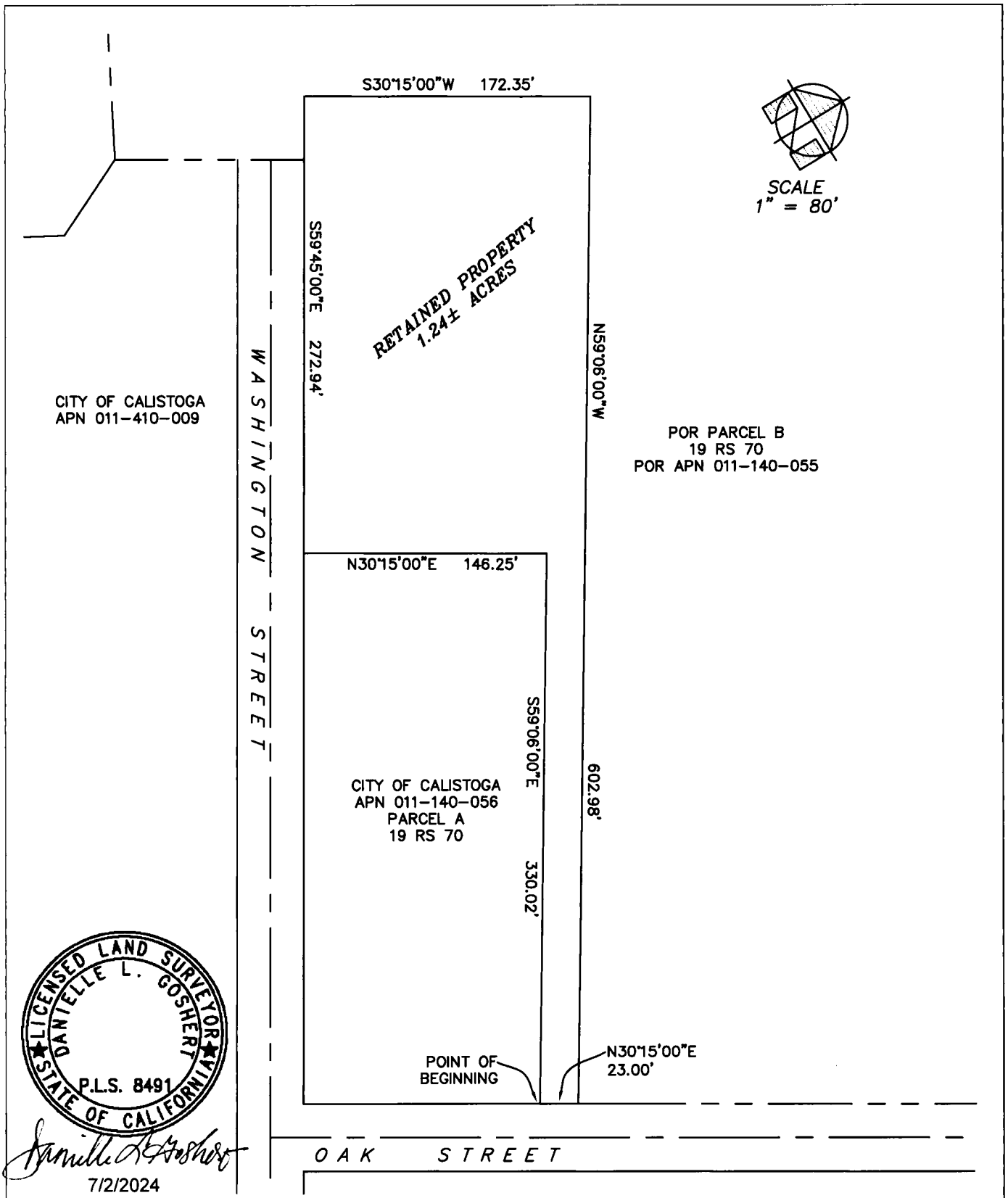
The Basis of Bearings used in the above description is based on said Map No. 2762, recorded on April 12, 1976, in Book 19 of Surveys at Page 70, Napa County Records.

END DESCRIPTION

Containing 1.24 Acres, more or less.

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





NAPA COUNTY
DEPARTMENT OF PUBLIC WORKS
1195 THIRD STREET * ROOM 101 * NAPA, CA 94559
PHONE 707-253-4351 * FAX 707-253-4627
STEVEN E. LEDERER
Director of Public Works

EXHIBIT C
RETAINED PROPERTY
CITY OF CALISTOGA
NAPA COUNTY CALIFORNIA

Approved	
Drawn: D. Goshert	Scale: 1" = 80'
Date: June 2024	Sheet No.: 1 of 1
Project	

EXHIBIT D

HISTORICAL USES

Public fairs and celebrations, recreational, athletic, social, and other civic and community activities and enterprises of a public nature.

The County Fairgrounds has served as a versatile public open space to facilitate the exchange of goods and services; to celebrate agriculture; to host contests, entertainment, recreational and community events and services.

Communication towers.

Health services (e.g. vaccination clinics, cooling center, food distribution).

Collection events for household hazardous waste disposal service.

School events (e.g. graduations, parties, sports contests, classroom instruction, grad night).

Sports (e.g. cub football, adult softball).

Youth summer camps.

Events (e.g. weddings, wedding receptions, family reunions, quinceaneras, camping reunions for travel groups, memorial services, community fundraisers, Christmas bazaars, food festivals, car shows, horse shows, antiques shows, trade shows, auctions, crab feeds, pancake breakfasts, afternoon teas, dinners, home wine and beer tasting events, trade/agricultural/holiday fairs, livestock exhibits, conventions, flea markets, drive-in movies, dances, bingo, fashion shows, BBQs, card parties, music festivals, concerts, art shows, carnivals, circuses, haunted house, cultural celebrations, exhibitions).

Meetings (e.g. Lions, American Legion, Native Sons of the Golden West, Garden Club, Rock Club, Lions, Native Daughters of the Golden West, American Legion, Soroptimist, Women's Golf Club, Men's Golf Club, Sharpsteen Museum, Rotary, Youth-centric organizations, Cub Scouts, Boy Scouts, Cub Football, Calistoga Little League, Calistoga Wildcat Athletic Boosters, Calistoga Music Boosters, 4-H, FAA, Safe Grad Night, Silverado Riders, NARC/Racing groups, Equestrian groups, Calistoga Firefighters, Knights Valley Volunteer Fire Department, Mountain Volunteer Fire Department, Cal Fire/Napa Fire).

Races and/or racetrack.

Golf / golf course.

RV camping / RV park.

Emergency Evacuation Center.

Camps for emergency responders including during wildfires.

Housing for fairground employees

Museum.

Art Center.

Parking lot.

Recycled water distribution.

Public Safety training and recruitment exercises (e.g. helicopter rescue, agility tests, active shooter, fire suppression, forced entry)

Botanical gardens.

EXHIBIT E

MUNICIPAL CODE

17.23.020 Uses allowed.

A. Uses allowed in a P district are as follows, and each shall require a use permit:

1. City and County offices, corporation yards, water and wastewater facilities;
2. Parks, libraries, schools, community centers, museums, fairgrounds, churches;
3. Quasi-public uses such as telephone and electric substations;
4. Fraternal buildings and hospitals.