Recording requested by:
PLACER TITLE COMPANY

2024-0010284

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

12:50PM 22-Jul-2024

REC FEE 0.00

MW
Page 1 of 20

RECORDING REQUESTED AND WHEN RECORDED RETURN TO:

City of Calistoga
1232 Washington St
Calistoga, CA 94515
Attn: Fairgrounds Revitalization Director

The affected property is located in the City of Calistoga, County of Napa, and constitutes a portion of Napa County Assessor's Parcel Number (APN) 011-140-055

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

Exempt from recording fees pursuant to Gov. Code Section 27383

HTX

EASEMENT AGREEMENT REGARDING ADJACENT STORAGE PROPERTY AND ACCESS ROAD

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

RECITALS

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

B. Pursuant to the Sales Contract, Grantor retained ownership of an approximate 1.24 acres parcel, which is more fully described on **Exhibit B** to this Agreement (the "**Easement Parcel**"). The Easement Parcel consists of certain land and improvements currently being leased to the Napa County Office of Education ("**NCOE**") (with a street address of 1407 N. Oak Street, Calistoga, CA 94515) (the "**NCOE Leased Premises**"); certain land located to the west of the NCOE Leased Premises that is currently improved with a building used for maintenance and storage purposes and related improvements (the "**Adjacent Storage Property**"), and an access roadway or driveway providing access for the rest of the Easement Parcel to Oak Street (the "**Access Road**"). The Adjacent Storage Property is more fully described on **Exhibit C** to this Agreement and depicted on **Exhibit C-1** hereto. The Access Road is more fully described on **Exhibit D** to this Agreement and depicted on **Exhibit D-1** hereto.

C. Grantee desires to obtain from Grantor and Grantor desires to grant to Grantee (i) a non-exclusive easement to access and use the Adjacent Storage Property for the term specified below and (ii) a permanent non-exclusive easements for (1) ingress and egress purposes over the Access Road and (2) utilities under said road on the terms and conditions stated more fully below.

AGREEMENT

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

1. ADJACENT STORAGE PROPERTY EASEMENT. Grantor hereby grants to Grantee and its successor(s) and assigns a non-exclusive easement over, across, on, and under the Adjacent Storage Property for the term specified below to use the same including the building located thereon for the benefit of the Property in conjunction with the City's ownership and operation thereof (the "**ASP Easement**").

2. ACCESS ROAD EASEMENTS. Grantor hereby grants to Grantee and its successor(s) and assigns a non-exclusive, perpetual easement for the following purposes and no others:

a. vehicular and pedestrian access over, on and under the Access Road for ingress and egress to and from the Property and, while the ASP Easement referenced in Section 1 continues in effect, the Adjacent Storage Property, to and from the public roadway currently known as North Oak Street, which use shall be consistent with design and size of said Access Road.

b. the installation, use, maintenance, repair, and replacement of utilities serving the Property, Access Road, and while the ASP Easement referenced in Section 1 continues in effect, the Adjacent Storage Property, all of which shall be installed and maintained underground and below the Access Road. In no event shall any such utilities interfere with any utilities serving the Easement Parcel or any portion thereof.

Said easements may be used by Grantee and its agents, employees, contractors, and other permittees including any tenants and occupants of the Property. Grantee may assign the easement rights specified above to any tenant or occupant of the Property for the term of said tenant's or occupant's lease or other occupancy agreement as well as to successor owners of all or part of the Property.

3. MAINTENANCE.

a. At its sole expense, Grantee shall maintain in good condition the Adjacent Storage Property including all improvements thereon while the ASP Easement remains in effect. Grantee shall also be responsible for all costs related to the utility easement rights granted to it under Section 2b above. Grantee shall cause the Access Road to be maintained in good condition (including the paving and repairing, restriping, or resurfacing or replacement of such areas, when reasonably necessary, with the type of material originally installed thereon, or such substitute therefor as shall in all respects be at least equal thereto in quality, appearance and durability) (the "**Access Road Maintenance Work**"). Grantor shall reimburse Grantee for fifty percent (50%) of the costs of the Access Road Maintenance Work (but only for the portion encumbered by the easement set forth in Section 2a above) within thirty (30) days after Grantor's receipt of an invoice for the same along with reasonable supporting documentation, which invoice shall detailed how Grantor's share of such Access Road Maintenance Work was calculated or determined.

b. All maintenance work performed by Grantee pursuant to Section 2a or otherwise within any easements granted by this Agreement shall be undertaken in such a manner as to minimize any interfere with Grantor's and its permittees' use of the Easement Parcel, or any portions thereof, to the extent reasonably possible. Without limiting the above, except

in the event of an emergency, no temporary closure of the Access Road for maintenance or repair purposes shall occur unless such is during non-business hours (i.e., before 8:00 a.m. or after 5:00 p.m., Monday thru Friday, or on Saturday or Sunday) unless some reasonable means of alternative access to the Easement Parcel (outside of the Access Road) from the public street (either directly or indirectly is made available to Grantee and its permittees.

c. Except in the event of an emergency, Grantee shall provide Grantor with at least twenty (20) days' prior notice of any Access Road Maintenance Work or utility work undertaken pursuant to this Agreement.

4. ALTERATIONS. Grantee shall not perform or permit to be performed any alterations or other changes to the Adjacent Storage Property and/or Access Road without Grantor's written approval not to be unreasonably withheld, conditioned or delayed. In no event shall any alterations preclude or interfere in any material manner with Grantor's or its permittees' use of the Easement Parcel, or any portion thereof. Nothing set forth above, however, shall preclude or prevent Grantee from constructing and maintaining a fence along the boundary of the Property and the Easement Parcel. If such a fence is installed, then Grantor shall reimburse Grantee for fifty percent (50%) of the actual costs incurred for the fencing and its installation. Said reimbursement shall be made within thirty (30) days after Grantee's receipt of an invoice detailing such costs, which invoice shall include proof of payment by Grantee and reasonable supporting documentation.

5. CERTAIN RESERVED RIGHTS. Except as otherwise provided in this Agreement, the Grantor reserves the rights to use those portions of the Easement Parcel burdened by the easements specified above as long such use does not materially and/or unreasonably interfere with the Grantee's easement rights under this Agreement.

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

7. INSURANCE. Grantee shall cause all of its respective third-party agents, consultants, contractors (including subcontractors) (each a "**Grantee's Agent**") who enter upon the Easement Parcel to have, the following insurance coverage in full force and effect as a condition of any entry or continued entry onto the Easement Parcel or any portion thereof, and such insurance shall be maintained in full force and effect throughout the use the easement by the applicable Grantee's Agent:

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

b. Liability Insurance. The following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A VII or better or equivalent self-insurance satisfactory to Grantor's risk manager, or by a combination thereof:

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

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

c. Certificates of Coverage, Waiver of Subrogation and Additional Insureds. Insurance coverages referenced in 7a and 7b, above shall be evidenced by one or more certificates of coverage and copies of applicable endorsements or, with the consent of Grantor's Risk Manager, demonstrated by other evidence of coverage acceptable to Grantor's Risk Manager, which shall be delivered by Grantee or Grantee's Agents to Grantor prior to each of Grantee's Agents' entry onto the Property, or any one of them (and anytime thereafter as may be reasonably requested by Grantor).

i. The certificate(s) or other evidence of coverage shall reference this Agreement by its number or title; shall be kept current during the term of this Agreement; shall provide that, if such coverage is reasonably obtainable in the geographic area where the Property is located, Grantor shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of a premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

ii. For the commercial general liability insurance coverage referenced in 7bi and, for the comprehensive automobile liability insurance coverage referenced in 7bii. where the vehicles are covered by a commercial policy rather than a personal policy, Grantee's Agents shall also deliver to Grantor with the evidence of coverage an endorsement from the insurance provider naming Grantor and its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Grantee's Agents shall deliver to Grantor with the evidence of coverage an endorsement waiving subrogation. All liability policies required by this Agreement shall be occurrence based policies.

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

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

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

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

f. Inclusion in Subcontracts. Grantee agrees and acknowledges that the above-referenced liability and Workers' Compensation insurance requirements shall apply to all subcontractors and any other third-party permittee who is involved in providing services under this Agreement involving any entry onto the Property, or any portion thereof, and Grantee shall require compliance of said persons or entities with such insurance requirements set forth in this Section 7.

8. TERM OF THE AGREEMENT; RUNNING OF BENEFITS. This Agreement and the term of all easements granted herein shall be perpetual except as follows: The ASP Easement may be terminated by Grantor providing notice of such termination to Grantee. No such termination notice shall be effective, however, unless Grantee is given at least nine (9) months prior notice of the specified termination date. The easements and covenants granted and given under this Agreement shall run with the land for the benefit of the Property and to the extent applicable the Easement Parcel and burden the Easement Property and to the extent applicable the Property. This Agreement shall be binding upon and inure to the benefit of Grantee and any successor owner of any portion of the Property, and shall be binding upon and inure to the benefit of Grantor and any successor owner of the Easement Parcel or any portion thereof.

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

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:

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

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

11. MISCELLANEOUS.

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

b. Headings. The section headings and captions used in this Agreement are inserted herein for convenience of reference only and are not to be considered in the construction of the provisions hereof and shall not in any way limit the scope or modify the substance or context of any section or paragraph hereof. In the event of any ambiguity in this Agreement, this Agreement shall not be construed against either Party based on the drafter hereof.

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

GRANTEE:	**CITY OF CALISTOGA** By: _____ Name: Laura Snideman Its: City Manager Date: July 18, 2024
	APPROVED AS TO FORM: City Attorney: By: _____ Name: Michelle Marchetta Kenyon Date: July 18, 2024
GRANTOR:	**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

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

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

State of California)
County of Napa)

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

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

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

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

WITNESS my hand and official seal.

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

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

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

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

GRANTEE:	**CITY OF CALISTOGA** By: _____ Name: Laura Snideman Its: City Manager Date: _____, 2024
	APPROVED AS TO FORM: City Attorney: By: _____ Name: Michelle Marchetta Kenyon Date: _____, 2024
GRANTOR:	**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

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

State of California

County of Napa} ss.

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

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

WITNESS my hand and official seal.

Signature

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

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

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

SEAL AFFIXED

EXHIBIT A

THE PROPERTY
LEGAL DESCRIPTION

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

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

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

TRACT TWO:

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

Excepting therefrom the following:

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

APN: 011-140-007 (ptn.)

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

APN: 011-140-007 (ptn.)

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

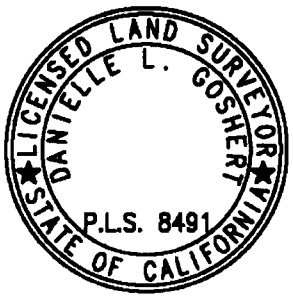
Excepting therefrom the following:

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

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

APN: 011-140-055 (ptn.)

END OF DESCRIPTION



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

EXHIBIT B

EASEMENT 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

EXHIBIT C

ADJACENT STORAGE 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 the Record of Survey entitled, "Record of Survey of Land Acquisition for Napa County of a Portion of the Lands of John V. Logvy 885 O.R. 316 N.C.R.", filed April 12, 1976 in Book 19 of Surveys at Page 70, Napa County Records, and is more particularly described as follows:

Commencing 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 the Point of Beginning, said point also being the northernmost corner of the 'Easement Parcel' described in Exhibit B of the Easement Agreement Regarding Adjacent Storage Property and Access Road recorded on July 22, 2024; thence South 30°15'00" West, 172.35 feet to the westernmost corner of said 'Easement Parcel', 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 104.00 feet to a point; thence departing said northeastern line of Washington Street North 30°15'00" East, 171.17 feet to the northeastern line of said 'Easement Parcel'; thence along said northeastern line North 59°06'00" West, 104.01 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.

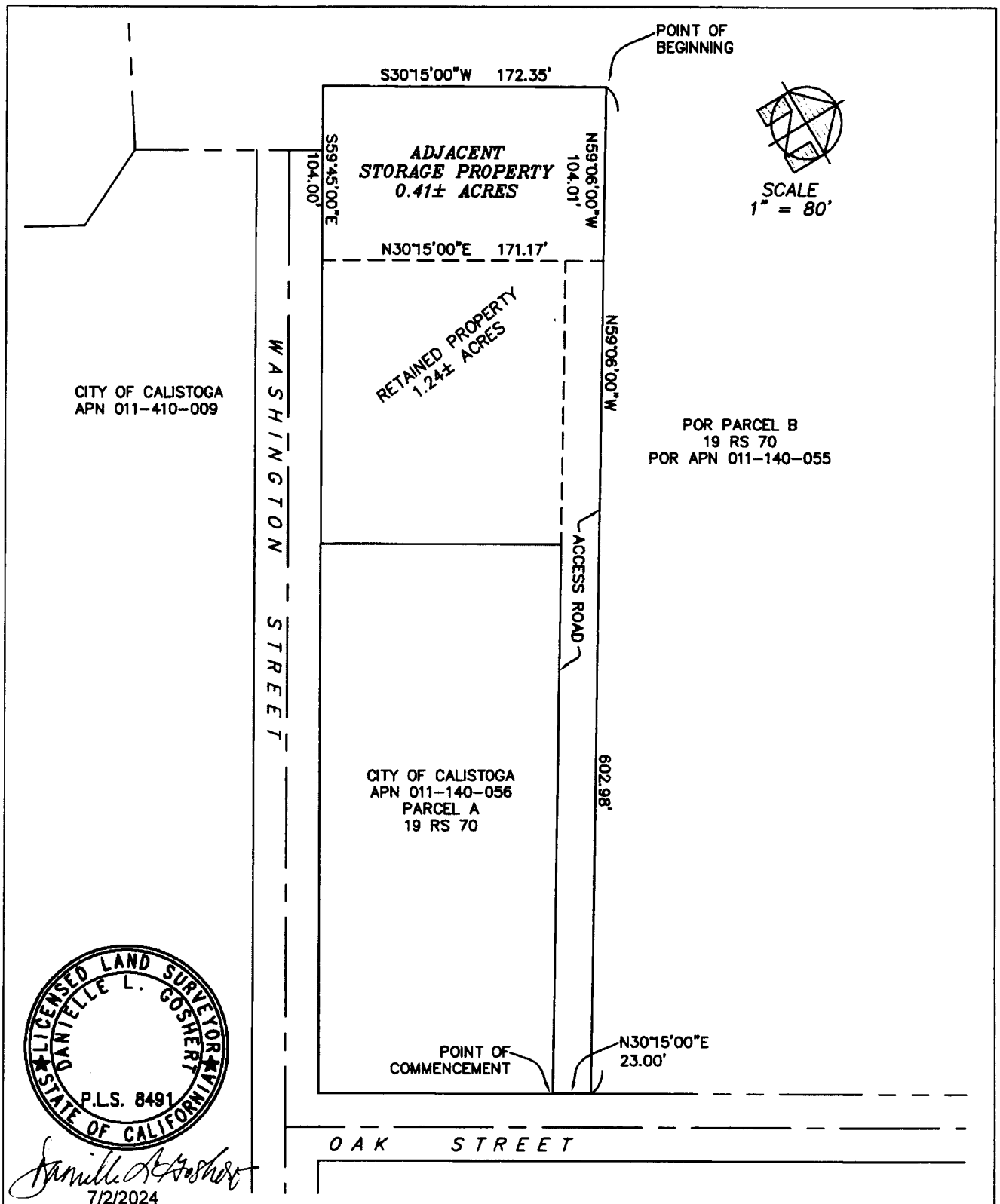
END DESCRIPTION

Containing 0.41 Acres, more or less.

Danielle L. Goshert

LICENSED LAND SURVEYOR ★ DANIELLE L. GOSHERT ★ STATE OF CALIFORNIA ★ P.L.S. 8491

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-1
ADJACENT STORAGE PROPERTY
CITY OF CALISTOGA
NAPA COUNTY CALIFORNIA

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

EXHIBIT D

ACCESS ROAD
LEGAL DESCRIPTION

A strip of land 23 feet wide, over Parcel B as shown on the Record of Survey entitled, "Record of Survey of Land Acquisition for Napa County of a Portion of the Lands of John V. Logvy 885 O.R. 316 N.C.R.", filed April 12, 1976, in Book 19 of Surveys at Page 70, Napa County Records, lying 11.5 feet on each side of the following described centerline:

Commencing 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, 11.5 feet to the Point of Beginning; thence leaving said southeastern line, parallel with and 11.5 feet distant from the northeastern line of said Parcel A, as measured perpendicular thereto, North 59°06'00" West, 498.97 feet to the Point of Terminus.

The sidelines of said easement shall be shortened or lengthened as to begin at the southeastern line of said Parcel B and terminate at the southeastern line of the 'Adjacent Storage Property' more particularly described in Exhibit C of the Easement Agreement Regarding Adjacent Storage Property and Access Road recorded on July 22, 2024.

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.

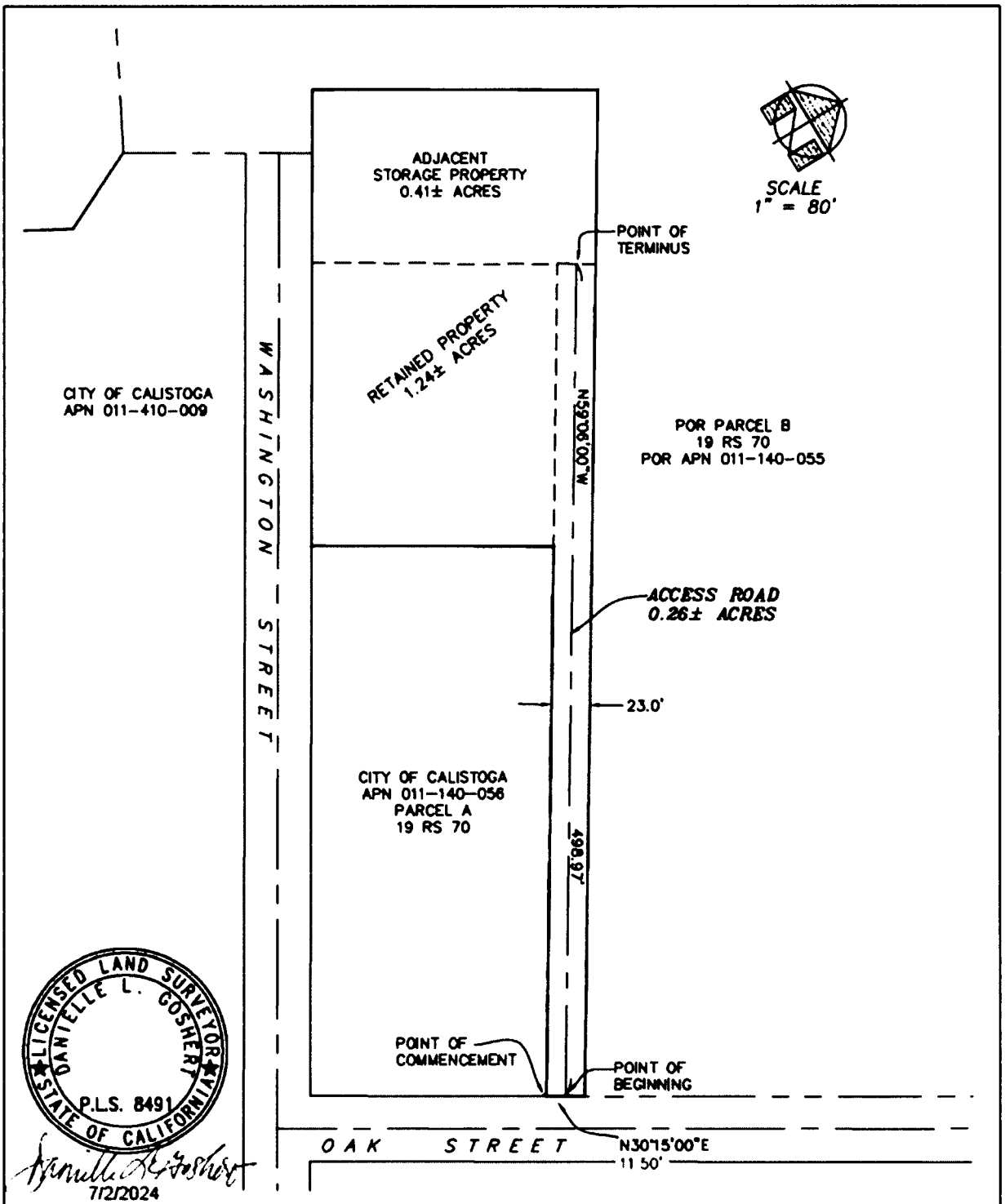
END DESCRIPTION

Containing 0.26 Acres, more or less.

Danielle L. Goshert

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
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STEVEN E. LEDERER
Director of Public Works

EXHIBIT D-1
ACCESS ROAD
CITY OF CALISTOGA
NAPA COUNTY CALIFORNIA

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

CERTIFICATE OF ACCEPTANCE
(Easement)

This is to certify that the interest in real property conveyed by the Easement Agreement Regarding Adjacent Storage Property and Access Road, dated July 22, 2024, from NAPA COUNTY, a political subdivision of the State of California, to the CITY OF CALISTOGA, a general law city ("**City**"), is hereby accepted by the undersigned officer or agent on behalf of the City pursuant to authority conferred by Resolution No. 2024-12, dated February 6, 2024, and the City consents to recordation thereof by its duly authorized officer.

Date: July 22, 2024

City

CITY OF CALISTOGA

Laura Snideman, City Manager