

American Canyon Agreement No. ____
Napa County Agreement No. 260377B

Urban Limit Line and Regional Housing Needs Allocation Agreement

This Urban Limit Line and Regional Housing Needs Allocation Agreement (“Agreement”) is entered into and effective as of _____, 2026 (the “effective date”) by and between the County of Napa, a political subdivision of the state of California (“County”) and the City of American Canyon, a municipal corporation (“City”) (collectively, “Parties”).

RECITALS

A. The Parties recognize the importance of agricultural preservation and open space in Napa County and desire to preserve agricultural lands in Napa County so as to maintain a viable agriculture-based economy, preserve open space, prevent urban sprawl, and direct growth and development into cities and to implement the planned development of the City.

B. The Parties acknowledge the intent of County Measures P and J to concentrate urban tourist and retail development in existing cities, and the City General Plan policy of creating an open space boundary around City development.

C. The Parties have a successful history of achieving mutual goals and shared interests including that certain “2008 Agreement Between the County of Napa and the City of American Canyon (County Agreement No. 7070/City Agreement No. 2008-93)” (“2008 Agreement”), which among other things, sets forth a mutually agreed upon urban growth boundary for the City, and that certain “2003 Agreement Between the County of Napa and the City of American Canyon (County Agreement No. 6151/City Agreement No. 2003-78)” (“2003 Agreement”), which, among other things, transferred certain housing obligations from the County to the City in exchange for the County’s support of amendments to the City’s sphere of influence.

D. In order to meet the County’s Regional Housing Needs Allocation (“RHNA”) as determined by the Association of Bay Area Governments (“ABAG”) for future Housing Element revisions and in order to achieve certification of its housing element from the California Department of Housing and Community Development (“HCD”), County desires to transfer a portion of its RHNA to the City, including housing for acutely low, extremely low, very low, low, moderate, and above moderate income households.

E. City is willing to assist County in meeting its RHNA obligations in exchange for the County's support of pending applications before the Napa County Local Agency Formation Commission ("LAFCO") and in recognition that developable land and available sewer and water service are limited in the unincorporated area of Napa County, and that annexations may remove limited developable land from the unincorporated area.

F. LAFCO has received a landowner application dated March 12, 2026 for the "Hess-Laird Affected Territory ", consisting of approximately 281 acres and collectively comprising APNs 057-090-065 & -066 as described and depicted in Exhibit B attached hereto and incorporated herein by reference ("HLAT"). The application proposes to amend City's and the American Canyon Fire Protection District's ("District") Spheres of Influence to include the HLAT and to annex the HLAT into the jurisdictional boundaries of the City and the District (collectively, the "HLAT Reorganization").

G. The properties comprising the HLAT are outside the City's Urban Limit Line (ULL).

H. Parties desire to expand the City's ULL to include the properties comprising the HLAT.

I. The Parties acknowledge the obligations under this Agreement shall not in any way affect either party's existing, certified 6th Housing Element Revision or housing obligations.

J. The Parties acknowledge their mutual long-standing desire to improve the regional-serving transportation network in southern Napa County by extending Newell Drive north and South Kelly Road south to create a continuous parallel route to State Highway 29 as described in the respective General Plans.

K. The Parties support for the HLAT Reorganization and expansion of City's ULL will create new opportunities to improve the regional-serving transportation network in southern Napa County.

L. This Agreement sets forth the Parties' agreement concerning the HLAT Reorganization.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Urban Limit Line.** "Urban Limit Line" ("ULL") shall mean the City's existing urban growth boundary adopted by its City Council in 2008 by Resolution 2008-106 and referenced in Exhibit D of the 2008 Agreement and shown in Exhibit "A" attached hereto and incorporated herein by reference.

2. **Expansion of ULL.** To facilitate the HLAT Reorganization, City may expand its ULL to include the properties that comprise the HLAT as more fully depicted in Exhibit "B" attached hereto and incorporated herein by reference in accordance with the terms and conditions set forth herein. The Parties acknowledge and agree that nothing in this Agreement shall be construed as County's support for, or to require the County's support for, any future expansion of the City ULL other than the expansion required for the HLAT Reorganization.

3. **Support for LAFCO Application.** Parties shall support the HLAT Reorganization. The Parties acknowledge and agree that nothing in this Agreement shall be construed as County's support for, or to require the County's support for, any future annexations of parcels to the City or any future amendments to the City's sphere of influence other than the HLAT Reorganization.

4. **Property Tax Sharing.** Concurrently herewith, Parties shall enter into a separate property tax sharing agreement pursuant to Revenue and Taxation Code Section 99 that allocates property tax revenue generated by the properties comprising the HLAT after they are annexed to City and the District between the County, City and District ("Tax Sharing Agreement"). The Tax Sharing Agreement shall become operative upon the recordation of the LAFCO Executive Officer's Certificate of Completion for the HLAT Reorganization unless such Certificate is the subject of a legal challenge, in which case the Tax Sharing Agreement shall become operative upon a final court decision determining the Certificate is valid.

5. **County RHNA Assignment to City.** As consideration for County's consent to expansion of the ULL and annexation of the HLAT, starting with the Seventh Revision of the Parties' Housing Elements, as required by Government Code Section 65888, and for each subsequent required Housing Element revision thereafter, Parties shall jointly apply to ABAG or any subregion of which the Parties are a member, as applicable, upon ABAG or the subregion's adoption of a final RHNA, to reduce the County's RHNA allocation, and increase the City's RHNA allocation, by the applicable percentage listed in the table below across all income categories, as provided for and in conformance with the requirements of Government Code section 65584. 07, or successor statute.

Housing Element Revision	Approximate Timeframe	County RHNA Assigned to City (%)
7th	2031-2039	15%
8th	2039-2047	15%
9th	2047-2055	10%
Future	2055-beyond	10%

The City and County shall take all steps reasonably necessary to comply with Government Code section 65584.07 and any other transfer statutes, as applicable, to implement this Agreement, including but not limited to, providing the appropriate documentation to ABAG, any subregion, or any other agency, as required. The Parties agree to work together to obtain ABAG or subregion approval and any other approval where required to effectuate this Agreement. City further agrees that it will utilize the revised RHNA that includes the transfer of RHNA contemplated by this Agreement in preparing the City’s Housing Element for the Seventh Housing Element revision and each Housing Element revision thereafter.

While this Agreement shall become effective as of the Effective Date, the City’s obligation to be assigned future County RHNA obligations shall not become operative unless and until the recordation of the LAFCO Executive Officer’s Certificate of Completion for the HLAT Reorganization unless such Certificate is the subject of a legal challenge, in which case the transfer of RHNA obligations shall become operative upon a final court decision determining the Certificate is valid. If the transfer of RHNA obligations from the County to the City is not approved by ABAG or is adjudicated invalid by a final decision of a court of competent jurisdiction, then the remainder of this Agreement, the property tax sharing agreement pursuant to Revenue and Taxation Code Section 99 Tax Sharing Agreement, and the HLAT Reorganization shall remain in place.

6. **No Change to RHNA for Sixth Housing Element Revision**. This Agreement does not affect or change either party’s current certified General Plan Housing Element or RHNA for the Sixth Housing Element Revision.

7. **Southern Napa County Regional Transportation Network**. This Agreement, along with the Tax Sharing Agreement, and LAFCO approvals are intended to facilitate urban development, including the provision of new regional-serving transportation networks – namely the extension of Newell Drive and South Kelly Road. Although the

preliminary alignment of the future transportation network is depicted in Exhibit “C” as being entirely within the expanded City ULL, nothing in this Agreement shall be constructed to prevent portions of the final alignment from being outside the ULL if the Parties determine that to be in the best interest of the public. To the fullest extent permitted by law, City shall condition future development within the expanded City ULL to provide right-of-way for the extensions on Newell Drive and South Kelly Road.

8. **Additional Terms and Conditions:**

a. **Hold Harmless by County.** To the fullest extent permitted by law, County agrees to defend, indemnify and hold harmless City, its elected officials, officers, employees and agents and successors and assigns of each of them (collectively, “County Indemnified Parties”) from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, proceedings and judgments including, without limitation, reasonable attorneys' fees arising from or in any way connected with any claims against the City for damages or violation of any law resulting from any act, omission, or other action taken by the County in performance of its duties under this Agreement.

b. **Hold Harmless by City.** To the fullest extent permitted by law, City agrees to defend, indemnify and hold harmless County, its elected officials, officers, employees and agents and successors and assigns of each of them (collectively, “City Indemnified Parties”) from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, proceedings and judgments including, without limitation, reasonable attorneys' fees arising from or in any way connected with any claims against the County for damages or violation of any law resulting from any act, omission, or other action taken by the City in performance of its duties under this Agreement or to implement the HLAT Reorganization, including any actions taken by City to expand the ULL.

c. **Ongoing Duties and Responsibilities.** In addition to the Parties' duties and responsibilities as described above, the Parties acknowledge and agree to perform the following on an ongoing basis during the term of this Agreement:

i. **Coordination with LAFCO.** Parties will coordinate as needed with LAFCO to address matters contained in this Agreement relating to matters within LAFCO's jurisdiction.

ii. **Coordination with ABAG, any Subregion, and HCD.** Parties will coordinate as needed with ABAG or any subregion of which the Parties are members,

as applicable, and HCD to address matters in this Agreement relating to the assignment of County's RHNA to the City, HCD's certification of the parties' Housing Elements, and related matters.

d. **Warranty of Legal Authority.**

i. City warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder, including expansion of the ULL to include the HLAT. If City is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.

ii. County warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If County is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.

e. **Assignment/Delegation.** Neither party hereto shall assign, or transfer any benefit or obligations of this Agreement without the prior written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

f. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect except to the extent removal of the invalid portion would materially and adversely impact one or more parties' consideration for entering into this Agreement. The Parties agree that if this Agreement or the ULL expansion to include the HLAT is adjudicated void by a final decision of a court of competent jurisdiction, the HLAT Reorganization shall not be invalidated; unless a final decision of a court of competent jurisdiction rules otherwise.

g. **Waiver.** Any waiver (express or implied) by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.

h. **Reserved.**

i. **Notices.** Whenever notice is to be given, it shall be in writing and delivered by personal, overnight express or courier service, with a written receipt, or

sent by registered or certified mail in a sealed envelope, postage prepaid, return receipt requested and addressed as follows:

City of American Canyon:

City Manager:
4381 Broadway Street, Suite 201
American Canyon, California 94503

With Copy to:
City Attorney
Colantuono Highsmith & Whatley P.C.
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101

County of Napa:

Chief Executive Officer
Napa County
1195 Third Street, Suite 310
Napa, CA 94559

With Copy to:
Napa County Counsel
County of Napa
1195 Third Street, Suite 301
Napa, CA 94559

Changes may be made to addresses where notices are to be delivered by giving notice pursuant to this provision.

j. **Entire Agreement.** This Agreement, including any documents expressly incorporated by reference whether or not attached thereto, constitutes the entire agreement between the parties relating to HLAT Reorganization and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the HLAT Reorganization. This Agreement supersedes Sections III.A and III.G of the 2008 Agreement only to the extent such provisions would prohibit City's expansion of the ULL to include the HLAT and the HLAT Reorganization. Except as provided in the preceding sentence, the 2008 Agreement shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall constitute an original.

k. **Amendment.** This Agreement may only be amended in writing by an amendment authorized by the City Council and County Board of Supervisors.

l. **Recitals Adopted.** The parties hereby agree to and adopt the Agreement recitals as portions of the Agreement.

m. **Termination.** If LAFCO does not approve the HLAT Reorganization within two (2) years of the Effective Date, the County may terminate this Agreement with thirty (30) days prior written notice to the other party effective on the date set forth in the notice. The City reserves the right to terminate its application for the HLAT Reorganization in the event of a third party challenge of any type to the HLAT Reorganization, and thereby terminate this Agreement. The Parties may also terminate this Agreement by mutual consent.

n. **Joint Defense in Event of Third Party Challenges to the Agreement.** Subject to Section 8 (a) and (b) above, in the event of a third party challenge of any type to this Agreement, the parties agree to jointly defend the validity and implementation of the Agreement.

o. **Extension of Dates by Mutual Agreement.** The dates provided for the performance of any of the terms of this Agreement may be changed and/or extended by mutual written agreement of the parties.

[Signatures on following page.]

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the effective date written above.

COUNTY OF NAPA

By: _____
Amber Manfree, Chair of Board of Supervisors

Approved as to Form:

By:  _____ Sabrina Wolfson for
Sheryl L. Bratton, County Counsel

Attest:

By: _____
Neha Hoskins, Napa Clerk of the Board of Supervisors

CITY OF AMERICAN CANYON

Pierre Washington, Mayor

By: _____

Approved as to Form:
Teresa L. Highsmith, City Attorney

By: _____

Attest: Teresa Geilfuss, American Canyon City Clerk

By: _____.

Ex. A – Legal Description of Existing ULL

EXHIBIT D (From 2008 Agreement)

Legal Description - Proposed Urban Limit Line for American Canyon, CA

AREA #1:

A portion of Township 4 North, Range 3, 4, and 5 West, Mount Diablo Base and Meridian (and also being shown on the attached plat entitled "Plat of Description - Proposed American Canyon, CA. Urban Limit Line" attached hereto, for illustrative purposes only, as EXHIBIT "D-1"), more particularly described as follows:

BEGINNING at a t-bar and tag stamped "R.C.E. 6250", marking the westernmost corner of Parcel B-1, as shown on the map entitled "Survey and Division of the Madigan Ranch in Napa County and Solano County, California", filed December 17, 1971 in Book 3 of Parcel Maps at Page 67-68 in the office of the County Recorder of Napa County, California, all further references to filing or recording being made to said Napa County Recorder unless otherwise stated for purposes of this description; said Point of Beginning being a point on the Napa - Solano County line; thence westerly along said Napa - Solano County line 9460± feet to the southwest corner of Parcel A as shown on the map entitled "Final Map of Napa Meadows Unit 8" filed July 27, 2000 in Book 22 of Record Maps at Page 10-15 in the office of the County Recorder of Napa County, California; thence northerly along the extended westerly line of Parcels A, C & B as shown on said "Final Map of Napa Meadows Unit 8" 1900± feet to the southeast corner of the lands known as "Napa Meadows Unit 7" as shown on the map entitled "Final Map of Napa Meadows Unit 7" filed October 26, 2000 in Book 22 of Record Maps at Page 27-33 in the office of the County Recorder of Napa County, California; thence westerly and northwesterly along the southerly and extended westerly lines of said "Napa Meadows Unit 7" to a t-bar and tag stamped "R.C.E. 6250" at the easterly terminus of a line labeled "N87°45'00"W 187.83'" marking a point on the easterly line of the lands of Pauline Burastero, et al, as shown on the map entitled "Record of Survey of the lands of American Canyon Sanitary Land Fill Co., Inc., and the lands of Pauline Burastero, et al" filed May 31, 1974 in Book 18 of Surveys at Page 71; thence westerly, northerly and westerly along the lines of said lands of Pauline Burastero, et al 9700± feet to a ¾" iron pipe stamped "R.C.E. 3389" marking the northwest corner thereof, said point being also the southwest corner of the 58.49 acre parcel of land described in the Judgment and Final Order of Condemnation filed February 15, 2006 and recorded as Document No. 2006-0005485; thence northerly and easterly along the lines of said 58.49 acre parcel of land 2016± feet to a ¾" iron pipe stamped "R.C.E. 11649" marking the southwest corner of Parcel I as shown on the map entitled "Parcel Map of the lands of Louis O. Wurz Jr., et al and Covenant Presbyterian Church of Napa" filed December 1, 1986 in Book 15 of Parcel Maps at Page 20; thence northerly along the westerly line of said Parcel I, 2280± feet to the northwest corner thereof, said northwest corner being also the southwest corner of Parcel One as shown on the map entitled "Parcel Map of the Lands of Napa Mill Development Company..." filed October 12, 2006 in Book 25 of Parcel Maps at Page 29-32; thence northerly along the West line of said Parcel One 575± feet to the southerly right of way line of Green Island Road; thence westerly along said southerly right of way line of Green Island Road 1510± feet to the intersection with the extended westerly line of the lands of All Technical Engineering & Construction, Inc, as shown on the map entitled "Record of Survey of the lands of All Technical Engineering & Construction, Inc.", filed October 6, 1978 in Book 20 of Surveys at Page 88; thence northerly along the extended westerly line of said lands of All Technical Engineering & Construction, Inc. 1820± feet to the southerly line of the lands described in the Grant Deed filed October 11, 2005 and recorded as Document No. 2005-0041461; thence northwesterly and northeasterly along said lands 2010± feet to the northwest corner thereof; thence northeasterly along the northerly line of said lands 282± feet to the northeast corner thereof; thence southerly along the easterly line of said lands 545± feet to the northwest corner of the lands described in the Grant Deed filed September 7, 2006 and recorded as Document No. 2006-0031319; thence northeasterly along the northerly line of said lands 4510± feet to the northeastern corner thereof; said

corner being a point on the southwesterly right of way line of the Napa Valley Branch of the Southern Pacific Railroad right of way; thence southeasterly along said southwesterly right of way line 1510± feet to the intersection with the extended southerly line of the lands of S.N.W.M.A. as shown on the map entitled "Record of Survey of South Napa Waste Management Authority..." filed February 25, 1997 in Book 31 of Surveys at Page 8-10; thence northeasterly along said southerly line 1250± feet to the southerly right of way line of Kelly Road South, as shown on the same map entitled "Record of Survey of South Napa Waste Management Authority..."; thence northeasterly along said southerly right of way line 850± feet to the westerly right of way line of State Highway 29; thence southerly along said westerly right of way line 350± feet to the northeast corner of the lands described in the Grant Deed filed August 16, 2007 and recorded as Document No. 2006-0028706; thence westerly along the northerly line of said lands 225± feet to the northwestern corner thereof; said northwestern corner being also the northeastern corner of the lands described in the Grant Deed filed November 13, 1961 and recorded in Book 640 at Page 583; thence westerly along the northerly line of said lands 208± feet to the northwestern corner thereof; thence southerly 208± feet to the southwesterly corner thereof; thence easterly 208± feet to the southeasterly corner thereof, said southeasterly corner being also a point on the westerly line of the aforementioned lands described in the Grant Deed filed August 16, 2007 and recorded as Document No. 2006-0028706; thence southerly along said westerly line 468± feet to the southwestern corner thereof; thence easterly along the extended southerly line of said lands 380± feet to a point on the easterly right of way line of State Highway 29, said easterly right of way line of State Highway 29 being also the westerly line of Parcel C as shown on the map entitled "Parcel Map of the lands of Security Owners Corporation..." filed August 24, 1995 in Book 21 of Parcel Maps at Page 50-51; thence southerly along said westerly line of Parcel C 3460± feet to the southwestern corner thereof; thence easterly along the southerly line of said Parcel C 2500± feet to the southeastern corner thereof, said southeastern corner being also a point on the westerly line of Parcel One as described in the Corporation Grant Deed filed December 31, 1997 and recorded as Document No. 1997-031470; thence northerly along said westerly line 375± feet to the northwestern corner thereof; thence easterly along the northerly line of said Parcel One 1678± feet to the northeastern corner thereof; thence southerly along the extended easterly line of said Parcel One 3580± feet to the a point on the northerly line of the lands of John D. & Lorraine D. Cantoni as shown on the map entitled "Record of Survey of the lands of John D. & Lorraine D. Cantoni" filed April 23, 1980 in Book 21 of Surveys at Page 69; thence leaving said northerly line 2200± feet to a nail and tag stamped "R.C.E. 15390" in a corner post at the northerly terminus of a line labeled "N40°13'46"E 2463.39'" on said map; thence southwesterly along the last mentioned line 1300± feet to the point of intersection with the northerly extension of the line labeled "N9°56'50"W 1007.63'" shown on the map entitled "Record of Survey of the lands of Amcan Land Holdings Inc..." filed February 18, 1999 in Book 32 of Surveys at Page 34; thence southerly along said extended line labeled "N9°56'50"W 1007.63'" 3460± feet to the southerly terminus thereof, said line terminus being also a point on the easterly line of Parcel One as described in the Grant Deed filed January 25, 2007 and recorded as Document No. 2007-0002762; thence southeasterly along said easterly line 2600± feet to a point on the southerly line of said Parcel One, said point being also the northwest corner of the lands of Palm, marked by a ½" rebar and tag stamped "L.S. 4510" as shown on the map entitled "Parcel Map of the lands of a portion of the lands of Mary C. Avilla" filed December 10, 1986 in Book 15 of Parcel Maps at Page 23-24; thence southerly along the extended westerly line of said lands of Palm 350± feet to the southerly right of way line of American Canyon Road; thence westerly along said southerly right of way line of American Canyon Road 170± feet to a t-bar and tag stamped "R.C.E. 6250", marking the northeastern corner of Parcel B, as shown on the map entitled "Survey and Division of the Madigan Ranch in Napa County and Solano County, California", filed December 17, 1971 in Book 3 of Parcel Maps at Page 67-68; thence southwesterly, northeasterly, southerly and southwesterly along the eastern line of said Parcel B 5100± feet to a t-bar and tag stamped "R.C.E. 6250", marking the westernmost corner of Parcel B-1 as shown on said map entitled "Survey and Division of the Madigan Ranch in Napa County and Solano County, California", said point being the TRUE POINT OF BEGINNING.

AREA #2 :

BEING that 62.779 acre parcel designated "American Canyon County Water District" as shown on the map entitled "Record of Survey of the lands of American Canyon Sanitary Land Fill Co., Inc., and the lands of Pauline Burastero, et al" filed May 31, 1974 in Book 18 of Surveys at Page 71 in the office of the County Recorder at Napa County, California.

AREA #4 :

A portion of the lands of Pauline Burastero, et al as the same is shown on the map entitled "Record of Survey of the lands of American Canyon Land Fill Co. ...and of the lands of Pauline Burastero, et al" filed May 31, 1974 in Book 18 of Surveys at Page 71 in the office of the Recorder of Napa County, California, more particularly described as follows:

BEGINNING at a ¾" iron pipe tagged "R.C.E. 3389" marking the northeast corner of the lands of Pauline Burastero, et al as shown on the map entitled "Record of Survey of the lands of American Canyon Land Fill Co. ...and of the lands of Pauline Burastero, et al" filed May 31, 1974 in Book 18 of Surveys at Page 71 in the office of the Recorder of Napa County, California; thence along the northerly line of said lands of Burastero N 89°14'40" W 1318.94 feet to an angle point on said northerly line; thence leaving said northerly line S 3°46'32" E 790.22 feet to a point on the northerly right of way line of Eucalyptus Drive; thence along said northerly right of way line of Eucalyptus Drive S 89°46'10" E 1365.83 feet to the intersection of the northerly right of way line of Eucalyptus Drive with the easterly line of said lands of Burastero; thence along the easterly line of the lands of Burastero N 7°16'00" W 782.90 feet to the POINT OF BEGINNING.

Ex. B – Legal Description and Plat Map of HLAT

HESS WINERY AND LAIRD PROPERTY ANNEXATION
TO THE CITY OF AMERICAN CANYON AND THE
AMERICAN CANYON FIRE PROTECTION DISTRICT

GRAPHIC DESCRIPTION

All that certain real property situate in a portion of Sections 12 and 13, Township 4 North, Range 4 West, Mount Diablo Baseline and Meridian, in the County of Napa, State of California, described as follows:

Being a portion of Parcels B and C as said Parcels are shown and so designated on Parcel Map No. 4827, recorded August 24, 1995, filed in book 21 of Parcel Maps, at page 50, in the office of the County Record of Napa County, more particularly described as follows:

Beginning at an angle point on the Eastern boundary line of the existing District boundary, said point being the Southeast corner of said Parcel C;

Thence, along said District boundary, (1) North 89°30'19" West 2220.39 feet;

Thence, leaving said District boundary along the Southern line of said Parcel C, (2) North 00°36'40" East 47.77 feet;

Thence, continuing along said Southern line of Parcel C, (3) North 89°23'20" West 261.35 feet.

Thence, further continuing along said Southern line of Parcel C, (4) North 46°02'51" West 40.22 feet to a point on said Eastern District boundary;

Thence, along said Eastern District boundary the following seven courses:

1. (5) North 02°42'22" West 359.52 feet;
2. (6) North 05°23'19" West 444.68 feet;
3. (7) North 00°29'28" East 2,922.03 feet;
4. (8) South 89°23'20" East 5.04 feet;
5. (9) North 00°36'40" East 545.83 feet;
6. (10) North 18°21'54" East 136.14 feet;
7. (11) North 57°34'07" East 70.28 feet;

Thence, leaving said District boundary and continuing along the easterly line of that certain right of way and easement for County Road, Highway purposes, and Utility purposes recorded August 11, 1995, under Series Number 1995 017420 of Official Records of Napa County, the following four courses:

1. (12) North 78°56'03" East 108.86 feet;
2. (13) Northwesterly along the arc of a non-tangent 330.00 foot radius curve to the left, from which the center of said curve bears North 02°33'47" West, through a central angle of 87°33'55", an arc distance of 504.34 feet;
3. (14) North 00°07'42" West 272.84 feet;
4. (15) Along the arc of a tangent 555.00 foot radius curve to the right, through a central angle of 32°23'12", an arc distance of 313.72 feet to a point on said District Boundary.

Thence, along said District boundary, (16) North 32°17'35" East 313.02 feet;

Thence, leaving said District boundary, (17) South 89°41'36" East 720.74 feet to the Northeast corner of said Parcel B;

Thence, along the Eastern line of said Parcel B, (18) South 00°32'08" West 1,600.00 feet to a point on the Northern line of said Parcel C;

Thence, along said Northern line, (19) South 89°41'36" East 1089.01 feet to the Northeast corner of said Parcel C;

Thence, along the Eastern line of said Parcel C, (20) South 00°32'08" East 4110.82 feet to the **Point of Beginning**.

Excepting therefrom any portion of said lands lying within the 100' wide strip of land to the California Pacific Railroad Company as described in that grant deed filed in book P of Deeds, at page 422, Napa County records.

Containing 281.67 acres of land, more or less.

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer of sale of the land described.

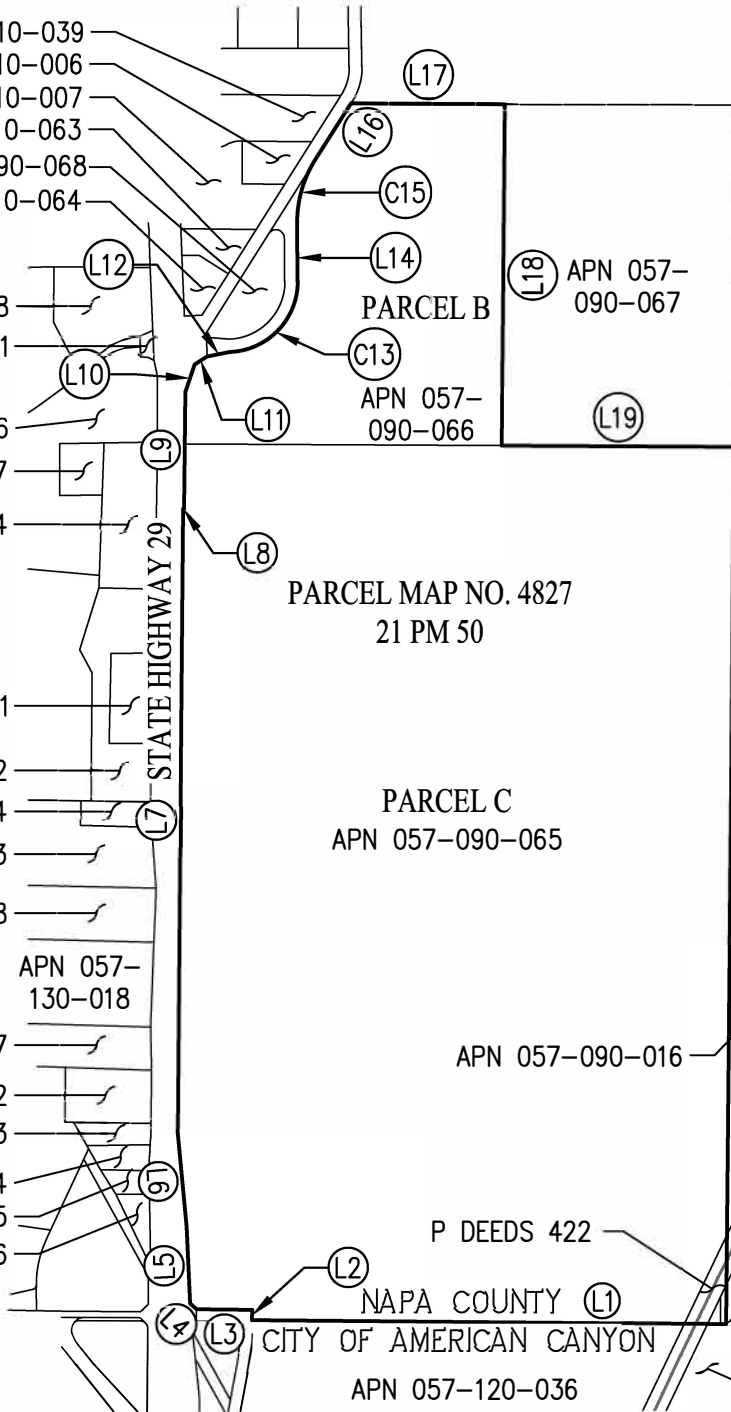
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 APN 057-110-006
 APN 057-110-007
 APN 057-110-063
 APN 057-090-068
 APN 057-110-064

APN 057-090-078
 APN 057-090-061
 APN 057-090-086
 APN 057-090-027
 APN 057-090-004

APN 057-090-051
 APN 057-090-052
 APN 057-130-024
 APN 057-130-023
 APN 057-130-008

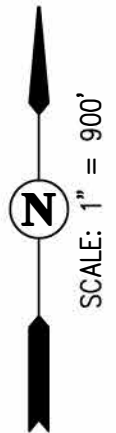
APN 057-130-027
 APN 057-130-032
 APN 057-130-013
 APN 057-130-014
 APN 057-130-015
 APN 057-130-016

APN 057-130-018



DISCLAIMER:
 "FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER OF SALE OF THE LAND DESCRIBED."

APN 057-070-017



NOTES:
 1. SEE SHEET 2 FOR LINE AND CURVE TABLES AND VICINITY MAP.

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EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ANNEXATION TO THE CITY OF AMERICAN CANYON
 AND THE AMERICAN CANYON FIRE PROTECTION DISTRICT
 AMERICAN CANYON, NAPA COUNTY, CALIFORNIA

PRELIMINARY

MARCH 27, 2025

SHEET 1 OF 2



CIVIL ENGINEERS • SURVEYORS • PLANNERS

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LINE TABLE		
NO	BEARING	LENGTH
L1	N89°30'19"W	2220.39'
L2	N00°36'40"E	47.77'
L3	N89°23'20"W	261.35'
L4	N46°02'51"W	40.22'
L5	N02°42'22"W	359.52'
L6	N05°23'19"W	444.68'
L7	N00°29'28"E	2922.03'
L8	S89°23'20"E	5.04'
L9	N00°36'40"E	545.83'
L10	N18°21'54"E	136.14'
L11	N57°34'07"E	70.28'
L12	N78°56'03"E	108.86'
L14	S00°07'42"E	272.84'
L16	N32°17'35"E	313.02'
L17	S89°41'36"E	720.74'
L18	S00°32'08"W	1600.00'
L19	S89°41'36"E	1089.01'
L20	S00°32'08"W	4110.82'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C13	330.00'	87°33'55"	504.34'
C15	555.00'	32°23'12"	313.72'

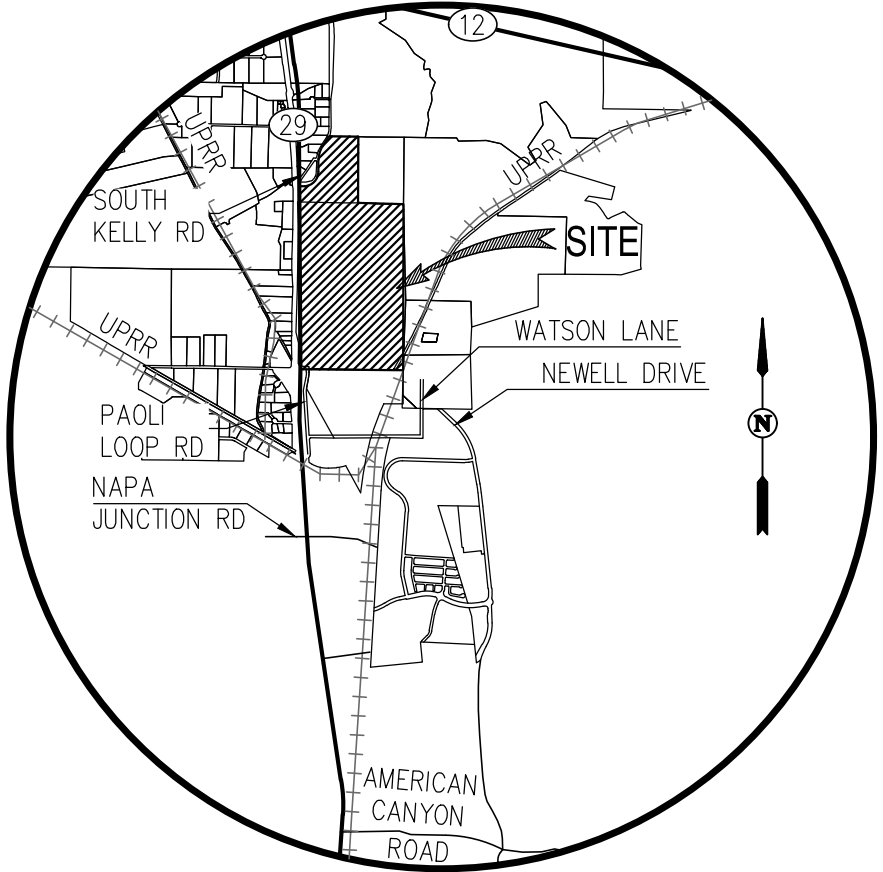


EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION

ANNEXATION TO THE CITY OF AMERICAN CANYON
AND THE AMERICAN CANYON FIRE PROTECTION DISTRICT
AMERICAN CANYON, NAPA COUNTY, CALIFORNIA

MARCH 27, 2025

SHEET 2 OF 2

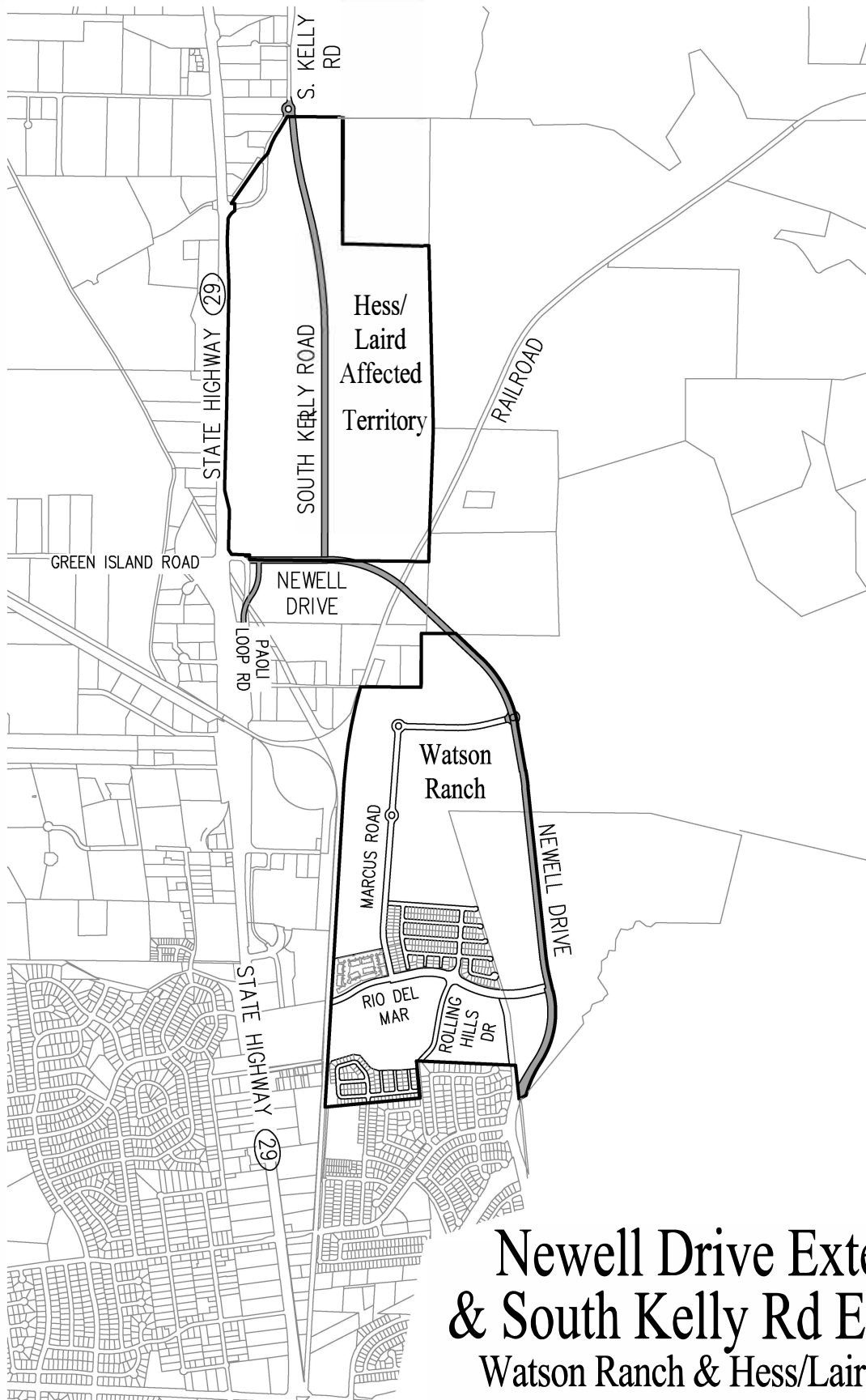


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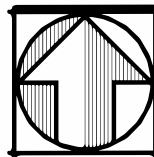
Exhibit C – Preliminary Alignment of Newell Drive and South Kelly Road



Newell Drive Extension & South Kelly Rd Extension Watson Ranch & Hess/Laird Property

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA

DATE: MARCH 2023 SCALE: 1" = 2,000'



SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
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