



Newell Drive Extension Right-of-Way Dedication Agreement

Hess Collection – Laird
General Plan Amendment P21-00055 and Rezone P24-00221
Planning Commission Hearing October 2, 2024

Recording Requested By:
City of American Canyon

When Recorded Mail to:
City of American Canyon
4381 Broadway Street, Suite 201
American Canyon, CA 94503
Attention: Jason B. Holley, City Manager

Exempt from Recording fees pursuant to Gov. Code §27383

[SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY]

NEWELL DRIVE EXTENSION RIGHT-OF-WAY DEDICATION AGREEMENT

This Newell Drive Extension Right-of-Way Dedication Agreement (“**Agreement**”) is entered into and effective as of March __, 2023 (“**Effective Date**”), by and between the “City of American Canyon”, a municipal corporation (“**City**”) and The Hess Collection Winery, a California corporation (“**HCW**”), each referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. HCW is the owner of certain real property consisting of approximately 241.1 acres located in unincorporated Napa County and described more fully on attached **Exhibit A** (the “**HCW Property**”).

B. Traffic conditions on Highway 29 in southern Napa County have generated the need for alternate routes for vehicular travel in American Canyon. City anticipates these alternative routes to include the extension of an existing road (Newell Drive) from its current terminus to a connection with State Highway 29 (the “**Newell Drive Extension**”). The alignment of the Newell Drive Extension is proposed along the southern boundary of the HCW Property in the approximate configuration shown on attached **Exhibit B**.

C. On March 8, 2023, the City issued a Notice of Availability of a Draft Environmental Impact Report (“**EIR**”) under CEQA¹ evaluating a proposal to annex the “affected territory”² shown on attached **Exhibit C** and to complete the Newell Drive Extension (the “**Annexation Project**”). While the affected territory as defined under the CKH Act does not include the HCW Property, a portion of the Newell Drive Extension is proposed to be located on the HCW Property. Thus, the Draft EIR evaluates a proposal to annex certain properties (but not the HCW Property) and evaluates the completion of the Newell Drive Extension on certain properties (both inside and outside the affected territory.)

¹ California Environmental Quality Act, Pub. Res. Code section 21000 et seq (“CEQA”)

² As defined under Cortese-Knox-Hertzberg Local Government Reorganization Act, Gov. Code section 56375 et seq (“CKH Act”)

D. The Parties are entering into this Agreement to establish terms and conditions upon which HCW will convey to the City those portions of HCW Property shown on attached **Exhibit D** for the Newell Drive Extension (the “**HCW Newell Drive Extension Property**”).

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Effect of Recitals. The foregoing Recitals are true and correct and are incorporated herein as a substantive part of this Agreement.

2. Irrevocable Offer of Dedication of Newell Drive Extension. HCW agrees to enter into and record in the Official Records of Napa County an irrevocable offer of dedication of fee title to the HCW Newell Drive Extension Property substantially in the form of the Irrevocable Offer of Dedication attached hereto as **Exhibit E** and incorporated herein by this reference (“**Irrevocable Offer of Dedication**”) and the City shall execute and deliver the consent in the form attached to the Irrevocable Offer of Dedication; provided, however, that HCW shall not be obligated to deliver and record the Irrevocable Offer of Dedication until after the Napa County Local Agency Formation Commission (“**LAFCO**”) records a Notice of Completion of the Annexation Project (and any and all statutes of limitation for legal challenge to such entitlements (including without limitation any legal challenge under the CKH, CEQA or otherwise)) have passed without challenge or, if a legal challenge is filed, such challenge has been resolved in a manner acceptable to HCW. In addition, prior to entering into and recording the Irrevocable Offer of Dedication, the City shall prepare, at the City’s cost, a legal description and depiction of the HCW Newell Drive Extension Property to attach as exhibits to the Irrevocable Offer of Dedication, which legal description and depiction shall be subject to the approval of HCW, which approval will not be unreasonably withheld, delayed or conditioned.

3. Further Agreements. City shall not accept the Irrevocable Offer of Dedication until such time as both of the following items described in 3(A) and 3(B) have occurred (collectively, the “**Conditions of Acceptance**”):

(A) The City has acquired (and any and all statutes of limitation for legal challenge to any such acquisition have passed without challenge or, if a legal challenge is filed, such challenge has been resolved in a manner acceptable to HCW) sufficient property rights from all of other the properties underlying the Newell Drive Extension as shown on attached **Exhibit D**, either by:

(i) The demonstration of the City’s acquisition of fee simple title without liens or encumbrances that would limit the use of such property for the Newell Drive Extension; or

(ii) The granting to the City of public right-of-way or road easement without liens or encumbrances that would limit the use of such property for the Newell Drive Extension; or

(iii) The issuance of an order(s) of possession for the benefit of the City without liens or encumbrances that would limit the use of such property for the Newell Drive Extension.

(B) The City and HCW have entered into such separate agreements (including pre-annexation or development agreements) as may be necessary or appropriate to assure that HCW will receive appropriate fee credits, reimbursements or equivalent compensation for the value of any land dedicated by HCW in connection with the Newell Drive Extension.

The Irrevocable Offer of Dedication shall be accepted by the recordation of a Certificate of Acceptance as described in the Irrevocable Offer of Dedication (the "**Certificate of Acceptance**").

4. Notices. All notices required or permitted by this Agreement shall be in writing and may be delivered in person (by hand delivery or professional messenger service) to either Party or may be sent by registered or certified mail, with postage prepaid, return receipt requested or delivered by Express Mail of the U.S. Postal Service or Federal Express or any other courier service guaranteeing overnight delivery, charges prepaid, or may be transmitted by email transmission (provided a hard copy of such transmission is thereafter delivered in one of the foregoing prescribed methods or by U.S. mail) and addressed as follows (or at such other address as either party may designate by giving written notice to the other party as provided herein):

If to City: City of American Canyon
4381 Broadway
American Canyon, CA 94503
Attn: City Manager

Copy to: City Attorney:
Law Offices of William D. Ross
400 Lambert Ave.
Palo Alto, CA 94306

If to HCW: The Hess Collection Winery
4411 Redwood Road
Napa, CA 94558
Attn: Tim Persson

Copy to: Cox, Castle & Nicholson
50 California Street, Suite 3200
San Francisco, CA 94111
Attn: Clark Morrison

5. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue for actions and proceedings between the parties related to this Agreement shall be in the Northern District of California for any federal action and, unless otherwise agreed by the Parties, in Napa County Superior Court for state actions.

6. Agreement Mutually Drafted. Each Party has participated jointly in the drafting of this Agreement, which each Party acknowledges is the result of extensive negotiations between the Parties, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the Parties, and no

presumption or burden of proof will arise favoring or disfavoring any Party to this Agreement by virtue of the authorship of any of the provisions of this Agreement.

7. Attorney's Fees and Costs. In any action to enforce the provisions of this Agreement, the prevailing Party shall recover from the other Party, in addition to any damages, injunctive or other relief, all costs (whether or not allowable as "cost" items by law) reasonably incurred at, before and after trial or on appeal, including without limitation attorneys' and witness (expert and otherwise) fees, deposition costs, copying charges and other expenses.

8. Recordation; Termination. This Agreement shall be recorded in the Official Records of Napa County, California, and shall automatically terminate and be of no further force or effect upon recordation of the Certificate of Acceptance in accordance with the Irrevocable Offer of Dedication. Upon such termination, if requested by HCW, City agrees to execute, notarize and deliver to HCW such documents as may be reasonably requested by HCW to remove this Agreement as an exception to title with respect to the HCW Property.

9. Successors and Assigns. The terms, provisions, covenants and agreements contained in this Agreement shall inure to the benefit of and be binding upon the Parties hereto, and upon their respective heirs, administrators, executors, personal representatives, legal representatives, successors, successors in interest (including successors in ownership and estate) and assigns.

10. Entire Agreement; Amendment. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and supersede all prior understandings or agreements. The parties may modify this Agreement only by a writing signed by all parties. All exhibits referred to in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

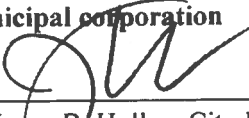
11. Counterparts. The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original and all counterparts, taken together, shall constitute the same instrument. To facilitate execution of this Agreement, the parties may exchange executed counterparts of the signature pages by facsimile, portable document format (pdf), or other customary electronic delivery.

12. Indemnification. HCW shall indemnify, defend, release and hold harmless City in relation to all claims, demands, liability, and obligations, including without limitation any requirements imposed by any governmental agency with jurisdiction over the environmental condition of the HCW Newell Drive Extension Property, arising from the presence of hazardous materials in environmental media at the HCW Newell Drive Extension Property, including soil, soil vapor and groundwater.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement in Napa County, California, as of the Effective Date.

CITY OF AMERICAN CANYON,
a municipal corporation

By: 
Jason B. Holley, City Manager

Date: March 20, 2023

ATTEST:

By: 
Taresa Geilfuss, City Clerk

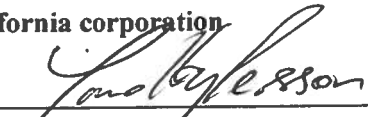
Date: 3/20/2023

APPROVED AS TO FORM:


William D. Ross, City Attorney

Date: 3/21/2023

THE HESS COLLECTION WINERY,
a California corporation

By: 
Name: Timothy Persson
Title: CEO

Date: 3/29/23

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.

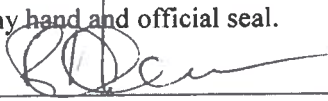
STATE OF CALIFORNIA)
)
) ss:
COUNTY OF Napa)

On March 20, 2023 before me, R. Hendryx, Notary Public
Notary Public (insert name and title of the officer),

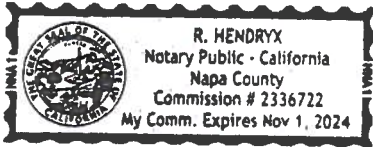
personally appeared Jason B. Hulley, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ 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.

Signature: 

[Seal]



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)
)
) SS:
COUNTY OF Los Angeles)

On March 29, 2023 before me, Isabella Caballero, Notary Public
Notary Public (insert name and title of the officer),

personally appeared Timothy Persson, 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.

Signature: *Isabella Caballero*

[Seal]

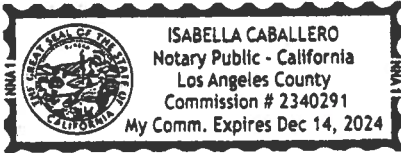


Exhibit A

Description of the HCW Property



LEGAL DESCRIPTION

The land referred to in this report is situated in the unincorporated area of American Canyon, County of Napa, State of California, and is described as follows:

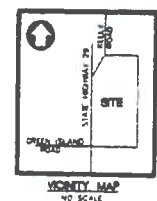
Parcel C as shown on Map No. 4827 entitled, "Parcel Map of the Lands of Security Owners Corporation", filed August 24, 1995 in Book 21 of Parcel Maps at pages 50-51 in the office of the County Recorder of said Napa County.

APN 057-090-065

21 PM 50/51

MAP NO. 4827
SERIAL NO. 00225

PARCEL MAP
OF THE LANDS OF
SECURITY OWNERS CORPORATION
VOLUME 1569 D.B. PAGE 650 N.C.P.
T 4 N. R 4 W. M.D.B. & M
NAPA COUNTY, CALIFORNIA
WORLDWIDE LAND SURVEYS
MARTINEZ, CALIFORNIA
JULY 1995



OWNER'S STATEMENT
THE UNDERSIGNED HEREBY STATES THAT IT IS THE OWNER OF THE LANDS INCLUDED WITHIN THE DESIGNATED BORDER SHOWN ON SHEET 2 OF THIS MAP ENTITLED "PARCEL MAP OF THE LANDS OF SECURITY OWNERS CORPORATION AND THAT IT CONSENTS TO THE PREPARATION AND FILING OF THIS MAP

SECURITY OWNERS CORPORATION A CALIFORNIA CORPORATION
James J. Buser, President
David J. Buser, Vice-President

OWNER'S ACKNOWLEDGMENT
I, Charles E. Paulsen, of the County of Napa, State of California, do hereby acknowledge that I am the owner of the lands described in the above and stated map and that I have read and understand the contents of the same and that I have signed the same and that I have caused the same to be signed by me and that I have caused the same to be filed for record in the office of the County Clerk of the County of Napa, State of California, on this 10th day of August, 1995.

NOTICE BY THE BOARD OF SUPERVISORS, NAPA COUNTY, CALIFORNIA
I, Mary Jean MacLaughlin, Board Supervisor, do hereby certify that the amount of \$ 9,700.00 has been paid to the owner of the above described parcel in full payment of all taxes and assessments levied and assessed against the parcel for the year 1995.

Mary Jean MacLaughlin 9-20-95
Jeri Brinson 9-20-95

ACKNOWLEDGMENT
I, Marcia K. Hwang-Haay, of the County of Napa, State of California, do hereby acknowledge that I am the owner of the lands described in the above and stated map and that I have read and understand the contents of the same and that I have signed the same and that I have caused the same to be signed by me and that I have caused the same to be filed for record in the office of the County Clerk of the County of Napa, State of California, on this 25th day of August, 1995.

Marcia K. Hwang-Haay 8-25-95
Jillaw Bergman 8-25-95

ACKNOWLEDGMENT
I, H. Nathaniel Buser, of the County of Napa, State of California, do hereby acknowledge that I am the owner of the lands described in the above and stated map and that I have read and understand the contents of the same and that I have signed the same and that I have caused the same to be signed by me and that I have caused the same to be filed for record in the office of the County Clerk of the County of Napa, State of California, on this 23rd day of August, 1995.

H. Nathaniel Buser
Carolyn L. Wray

NOTES PER CONDITIONS OF APPROVAL
THIS SUBDIVISION IS ADJACENT TO PROPERTY UTILIZED FOR AGRICULTURAL PURPOSES AND RESIDENTS OF THE SUBDIVISION MAY BE SUBJECT TO INTERFERENCE OR DISCOMFORT ARISING FROM THE USE OF AGRICULTURAL PRACTICES INCLUDING HERBICIDES, PESTICIDES AND FERTILIZERS AND FROM THE PRACTICE OF AGRICULTURAL OPERATIONS INCLUDING BLOWING, SPRAYING, IRRIGATION AND HARVESTING WHICH OCCASIONALLY GENERATE DUST, NOISE, VIBRATION AND ODOR. NAPA COUNTY HAS ESTABLISHED SOIL CULTURE AS A PREFERRED USE ON PRODUCTIVE AGRICULTURAL LANDS AND RESIDENTS OF ADJACENT PROPERTY SHOULD BE PREPARED TO ACCEPT SUCH INTERFERENCE OR DISCOMFORT FROM NORMAL NECESSARY FARM OPERATIONS. ANY USE OF ADJACENT PARCELS OR LOTS WITHIN THIS SUBDIVISION SHALL CONTAIN A STATEMENT SUBSTANTIALLY IN THE FORM STATED ABOVE.

RESIDENTIAL BUILDING SITES AND ACCESS DRIVES SHALL BE IN SUBSTANTIAL CONFORMANCE WITH THE LOCATIONS SHOWN ON THE APPROVED LESTING TENTATIVE MAP WHICH IS ON FILE WITH THE NAPA COUNTY CONSERVATION DEVELOPMENT AND PLANNING DEPARTMENT.

NO AROUND THE HOME ACTIVITIES SHALL BE UNDERTAKEN WITHIN 100 FEET OF THE AGRICULTURAL SITES ON THE PROPERTY IDENTIFIED AS CAVAR-104-A-A-1-A-1 AND CAVAR-104-B-1-A-1 PREPARED BY AGRICULTURAL RESOURCE SERVICE COUNTY OF NAPA AND DATED FEBRUARY 24, 1988 ON FILE IN THE OFFICE OF THE CONSERVATION DEVELOPMENT AND PLANNING DEPARTMENT.

NO WATER SUPPLY IS PROVIDED FOR ANY PARCEL LOCATED WITHIN THIS SUBDIVISION AS OF THE DATE OF RECORDATION OF THIS DOCUMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT OR ANY OTHER PERMIT PERMITS THE DEVELOPMENT OF ANY LOT REQUIRING A DOMESTIC WATER SUPPLY. THE REQUIREMENTS OF DIVISION 18 OF TITLE 17 OF THE NAPA COUNTY CODE CHAPTER 17.18 THROUGH 17.19 COMMENCING WITH SECTION 17.18.010 MUST BE SATISFIED.

NO SEWER SYSTEM IS PROVIDED FOR ANY PARCEL LOCATED WITHIN THIS SUBDIVISION AS OF THE DATE OF RECORDATION OF THIS DOCUMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT OR ANY OTHER PERMIT PERMITS THE DEVELOPMENT OF ANY LOT REQUIRING A SEWER SYSTEM THE REQUIREMENTS OF DIVISION 18 OF TITLE 17 OF THE NAPA COUNTY CODE CHAPTER 17.18 THROUGH 17.19 COMMENCING WITH SECTION 17.18.010 MUST BE SATISFIED.

PARCEL A SHALL ONLY BE ALLOWED RESIDENCE AND AGRICULTURAL USES AND NO CONDITIONAL USES AND THE LOCATION OF ANY ACCESSORY STRUCTURES SHALL BE APPROVED BY THE DIRECTOR PRIOR TO ISSUANCE OF ANY BUILDING PERMITS.
FOR A PERIOD OF 12 MONTHS FROM THE DATE OF RECORDATION OF THE PARCEL MAP THE APPLICANT SHALL NOT SUBMIT A REQUEST FOR FURTHER LAND USES OR PERMITS OF BUILDING PERMITS ON PARCELS B OR C EXCEPT THAT PORTION OF PARCEL B LOCATED BETWEEN HELL ROAD AND THE DEDICATED ROADWAY EASEMENT TO NAPA COUNTY. FURTHER FOR A PERIOD OF 12 MONTHS FROM THE DATE OF RECORDATION OF THE PARCEL MAP THE APPLICANT SHALL NOT BE ALLOWED THOSE USES PERMITTED UNDER THE NAPA COUNTY ZONE SECTION 18.04.010 AGRICULTURE AND SHALL PERMIT NO PERMANENT STRUCTURES OTHER THAN FENCES ACCESSORY TO SUCH USES ON PARCELS B AND ON PARCEL C EXCEPT THAT PORTION OF PARCEL B LOCATED BETWEEN HELL ROAD AND THE DEDICATED ROADWAY EASEMENT TO NAPA COUNTY.

ACKNOWLEDGMENT
I, James J. Buser, of the County of Napa, State of California, do hereby acknowledge that I am the owner of the lands described in the above and stated map and that I have read and understand the contents of the same and that I have signed the same and that I have caused the same to be signed by me and that I have caused the same to be filed for record in the office of the County Clerk of the County of Napa, State of California, on this 10th day of August, 1995.

James J. Buser

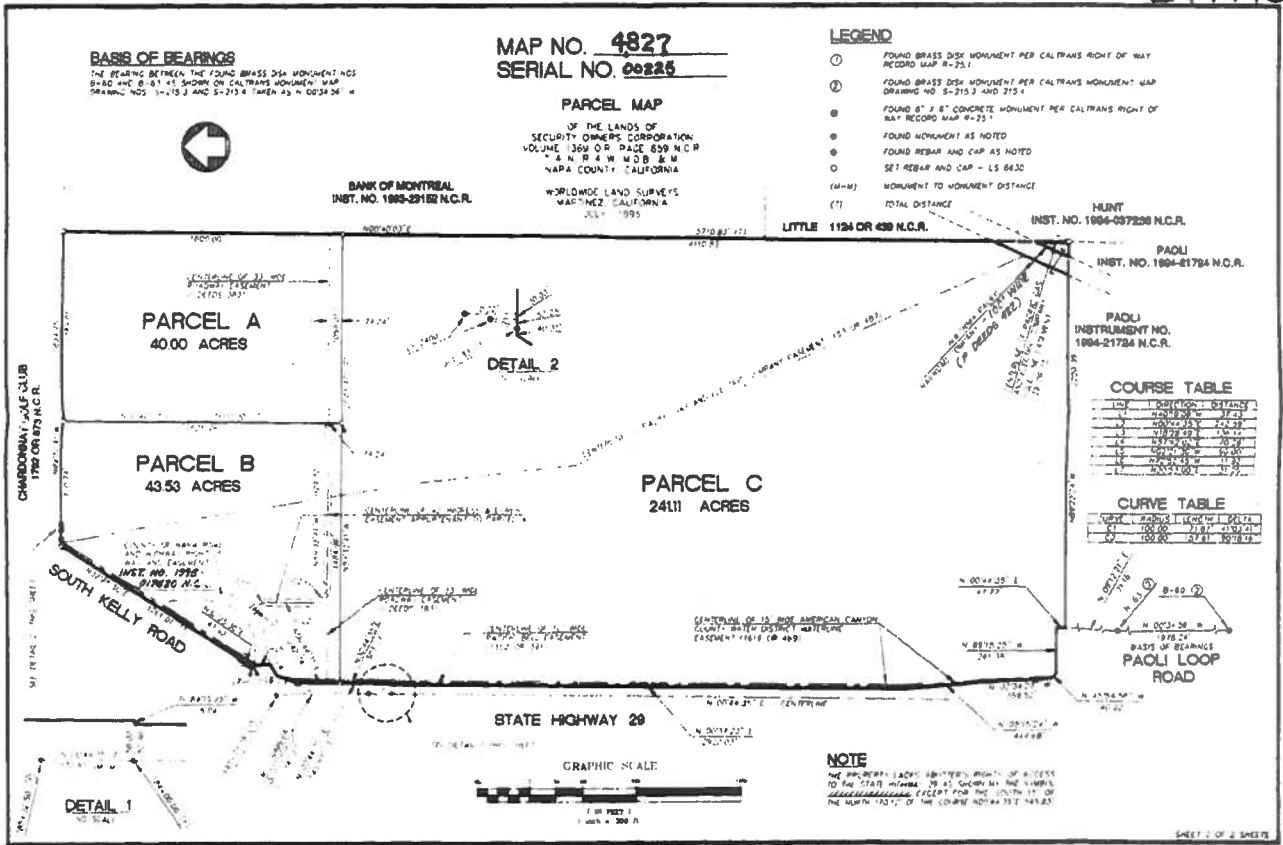
ACKNOWLEDGMENT
I, David J. Buser, of the County of Napa, State of California, do hereby acknowledge that I am the owner of the lands described in the above and stated map and that I have read and understand the contents of the same and that I have signed the same and that I have caused the same to be signed by me and that I have caused the same to be filed for record in the office of the County Clerk of the County of Napa, State of California, on this 10th day of August, 1995.

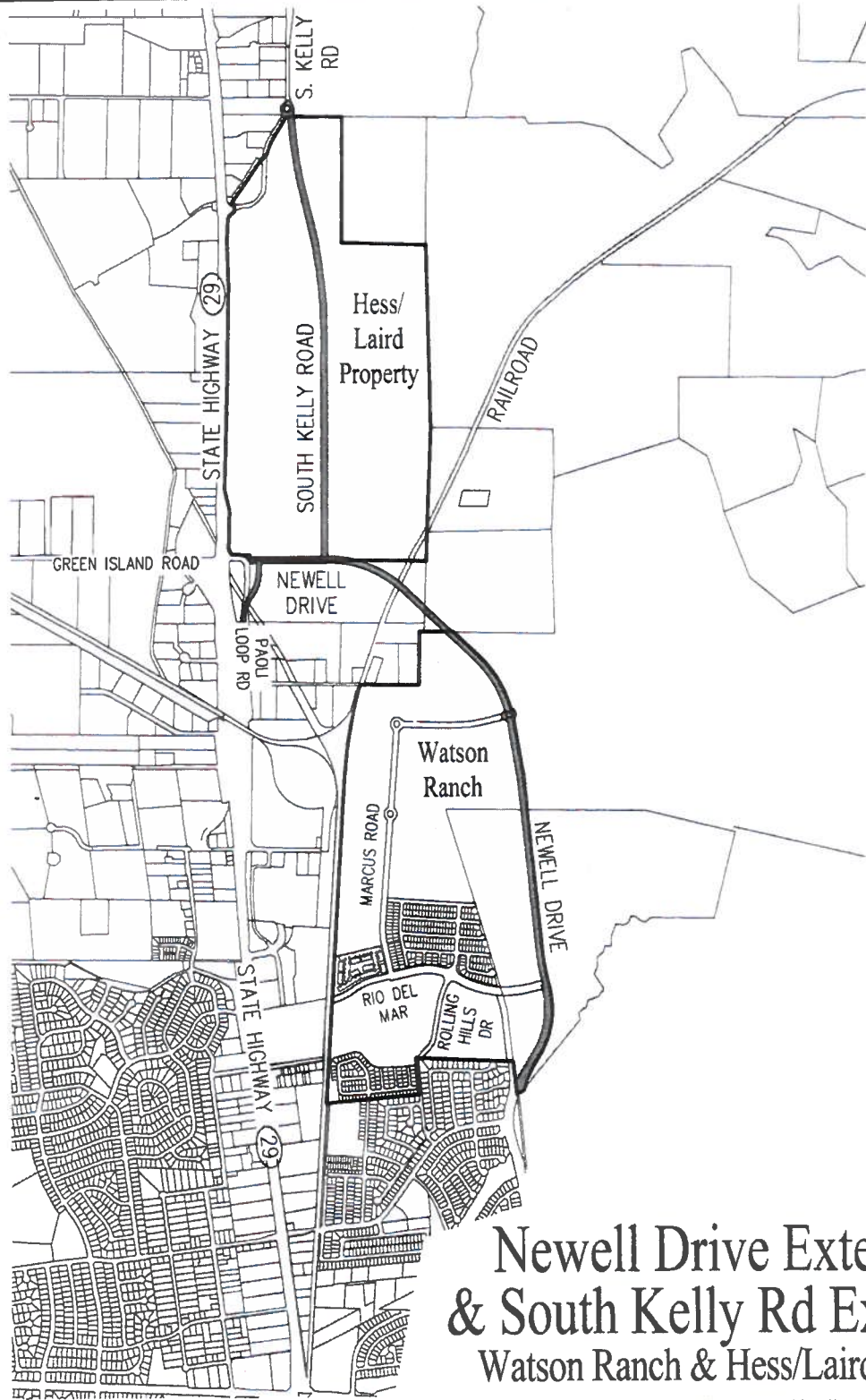
David J. Buser



APN 057-070-015

21PM51

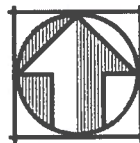




Newell Drive Extension & South Kelly Rd Extension Watson Ranch & Hess/Laird Property

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA

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



SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS

Exhibit C

Annexation Project Affected Territory

Figure 6 Proposed Newell Drive Alignment



Imagery provided by Microsoft Bing and its licensors © 2023.
Additional data provided by County of Napa, 2022.

Exhibit D

“Newell Drive Extension Property Acquisition”

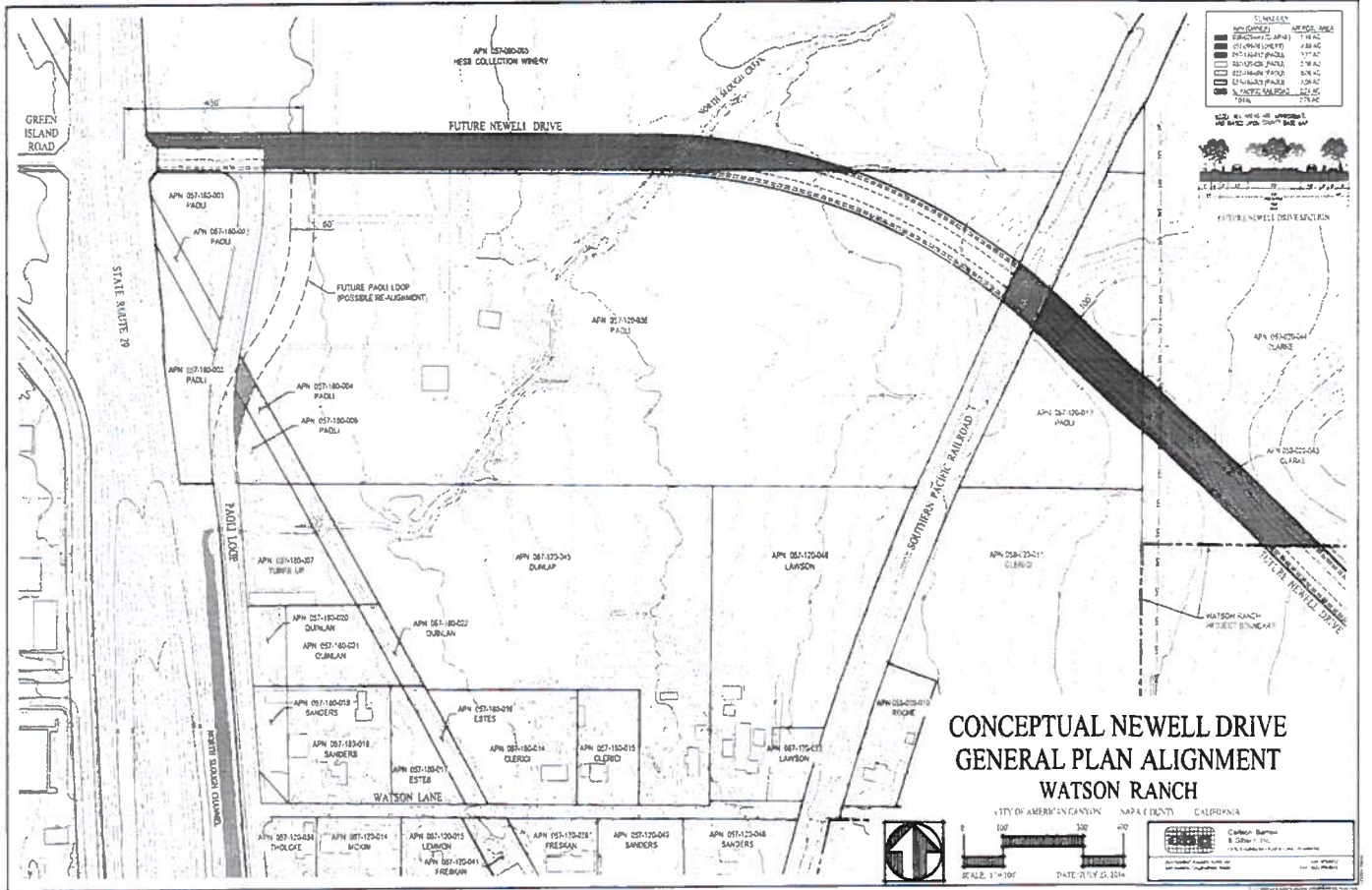


Exhibit E

Form of Irrevocable Offer of Dedication

(Attached)

Recording Requested By:
City of American Canyon

When Recorded Mail to:
City of American Canyon
4381 Broadway Street, Suite 201
American Canyon, CA 94503
Attention: Jason B. Holley, City Manager

Exempt from Recording fees pursuant to Gov. Code §27383

[SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY]

IRREVOCABLE OFFER OF DEDICATION

In accordance with California Government Code Section 7050, **THE HESS COLLECTION WINERY, a California corporation** (herein "**Grantor**") hereby irrevocably offers (the "**Irrevocable Offer of Dedication**") to grant to the **CITY OF AMERICAN CANYON**, a municipal corporation (herein "**Grantee**"), fee title to that certain real property owned by Grantor, described in **Exhibit A** and depicted in **Exhibit B** (herein "**HCW Newell Drive Extension Property**"), each attached hereto and incorporated herein by this reference.

This Irrevocable Offer of Dedication is intended to implement the terms of that certain Newell Drive Extension Right-of-Way Dedication Agreement, dated _____, 2023, entered into by and between Grantor and Grantee and recorded in the Official Records of Napa County, California, on _____, 2023, as Document No. _____ (the "**Right-of-Way Dedication Agreement**"). This Irrevocable Offer of Dedication shall be accepted upon Grantee's entering into and recording in the Official Records of Napa County, California, the Certificate of Acceptance in the form attached hereto as "**Attachment I**" (the "**Certificate of Acceptance**"); provided, however, that Grantee shall not enter into and record the Certificate of Acceptance unless and until the "**Conditions of Acceptance**" (as defined in the Right-of-Way Dedication Agreement) have been satisfied.

The obligations, responsibilities, and burdens of this Irrevocable Offer of Dedication are imposed on and shall run with the lands or interest in lands held by Grantor, its assigns and successors in interest, with respect to the HCW Newell Drive Extension Property, until the recordation of the Certificate of Acceptance by Grantee.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has signed this Irrevocable Offer of Dedication this ____ day
of _____, 2023.

GRANTOR:

**THE HESS COLLECTION WINERY,
a California corporation**

By: _____

Name: Timothy Persson

Title: _____

Date: _____

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 _____) ss:

On _____, 20____ before me, _____
Notary Public (insert name and title of the officer),

personally appeared _____, 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.

Signature: _____

[Seal]

Exhibit A
to
Irrevocable Offer of Dedication

Legal Description of HCW Newell Drive Extension Property

[Please See Attached]

SAMPLE

Attachment 1
to
Irrevocable Offer of Dedication

Form of Certificate of Acceptance

[Please See Attached]

SAMPLE

Recording Requested By:
City of American Canyon

When Recorded Mail to:
City of American Canyon
4381 Broadway Street, Suite 201
American Canyon, CA 94503
Attention: Jason B. Holley, City Manager

Exempt from Recording fees pursuant to Gov. Code §27383

[SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY]

CERTIFICATE OF ACCEPTANCE
(Accepting the Irrevocable Offer of Dedication)

This is to certify that the fee interest in real property conveyed by that Irrevocable Offer of Dedication from THE HESS COLLECTION WINERY, a California corporation, dated _____, 2023, which was filed for record on _____, 2023 as Document No. _____, Napa County Records, to the City of American Canyon, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of the City of American Canyon pursuant to authority conferred by Resolution of the City Council of the City of American Canyon adopted on _____. The City of American Canyon, as Grantee, consents to recordation of this Certificate of Acceptance by its duly authorized officer, the City Clerk of the City of American Canyon.

[SIGNATURES ON THE FOLLOWING PAGE]

**CITY OF AMERICAN CANYON,
a municipal corporation**

By: _____
Jason B. Holley, City Manager

Date: _____

ATTEST:

By: _____
Taresa Geilfuss, City Clerk

Date: _____

APPROVED AS TO FORM:

William D. Ross, City Attorney

Date: _____

SAMPLE

CONSENT TO IRREVOCABLE OFFER OF DEDICATION

This is to certify that the Irrevocable Offer of Dedication to which this Consent is attached, from THE HESS COLLECTION WINERY, a California corporation, as Grantor, dated _____, 2023, to the City of American Canyon, a municipal corporation, is hereby consented to by the undersigned officer on behalf of the City Council of the City of American Canyon pursuant to authority conferred by Resolution of the City Council of the City of American Canyon adopted on _____, 20___. The City of American Canyon, as Grantee, consents to recordation of the Irrevocable Offer of Dedication by its duly authorized officer, the City Clerk of the City of American Canyon.

DATED: This _____ day of _____, 2023.

**CITY OF AMERICAN CANYON,
a municipal corporation**

By: _____
Jason B. Holley, City Manager

Date: _____

ATTEST:

By: _____
Teresa Geilfuss, City Clerk

Date: _____

APPROVED AS TO FORM:

William D. Ross, City Attorney

Date: _____

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 _____)

ss:

On _____, 20____ before me, _____
Notary Public (insert name and title of the officer),

personally appeared _____, 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.

Signature: _____

[Seal]

