

**AGREEMENT OF PURCHASE AND SALE  
AND INITIAL ESCROW INSTRUCTIONS**

STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES  
[DSH-Napa Skyline Property]

This Agreement of Purchase and Sale and Initial Escrow Instructions ("**Agreement**"), dated for reference purposes only as December 17, 2024, is entered into by and between COUNTY OF NAPA, a California general law county, ("**Buyer**"), and THE STATE OF CALIFORNIA, acting by and through its DEPARTMENT OF GENERAL SERVICES (the "**State**"). State and Buyer are each referred to as a "**Party**" and collectively as the "**Parties**".

**Recitals**

A. State is the owner of certain property consisting of approximately 874 acres (the "Land"), together with improvements thereon (the "**Improvements**"), or in any other real or personal property tangible or intangible, County of Napa ("**County**"), State of California, Assessor's Parcel No(s): 046-450-041 (Portion); 046-380-001 (Portion); 046-390-001; 046-450-042; 045-350-002; 045-360-001, and is legally described and depicted in **Exhibits A and B** attached hereto and made a part hereof (the "**Property**").

B. The Buyer and the State entered into a 50-year lease of the Property that commenced on February 18, 1980, and will expire February 19, 2030. The lease shall terminate upon Close of Escrow.

C. The Property is being sold by the State pursuant to the provisions of Chapter 240 of the Statutes of 2019, and in accordance with California Government Code Section 11011.24 et seq., to be specifically used for a park or wilderness preserve. In the event of the future transfer, sale or exchange of the Property by the County of Napa, shall require the County of Napa, by recorded easement, to limit future uses of the property to a park or wilderness preserve.

D. Buyer desires to purchase the Property from State and State desires to sell the Property to Buyer upon the terms, conditions and provisions set forth in this Agreement.

NOW THEREFORE, in consideration of the above recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

**Agreement**

1. **Purchase and Sale.** State agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept from State, the Property on the terms and subject to the conditions set forth in this Agreement. For the purpose of this Agreement, the date on which Escrow Holder acknowledges in writing receiving a fully executed copy of this Agreement shall be hereinafter referred to as the "**Effective Date.**"

2. Purchase Price. After appraisal by State, the purchase price ("**Purchase Price**") for the Property shall be SEVEN MILLION TWO HUNDRED SIXTY THOUSAND AND NO/100THS DOLLARS (\$7,260,000.00).

3. Payment of Purchase Price. The Purchase Price shall be payable by Buyer to State as follows:

(a.) Purchase Price. On or before the Close of Escrow, Buyer shall deposit with Escrow Holder, as described in 4(a) below, the entire Purchase Price, in immediately available funds, which shall be paid to State at Close of Escrow. If Buyer fails to deliver the Purchase Price on or before the Close of Escrow, then such failure shall be deemed a Buyer default and this Agreement may terminate and, except as otherwise provided in this Agreement, State and Buyer will have no further obligations or rights to one another under this Agreement.

(b.) Time of the Essence. Time shall be of the essence with respect to Buyer's obligations to pay any funds under this Agreement.

4. Escrow.

(a.) Escrow Holder. First American Title Company of Napa, located at 1700 Second Street, Suite 120, Napa, CA 94559, Attention: Liz Cooper, Sr. Escrow Officer (Escrow No. 147333) ("**Escrow Holder**").

(b.) Opening of Escrow. Escrow has been opened with Escrow Holder by State ("**Escrow**"). Buyer and State agree to execute and deliver to Escrow Holder, in a timely manner, all escrow instructions necessary to consummate the transaction contemplated by this Agreement. The State will submit supplemental escrow instructions before the close of escrow. Any such supplemental instructions shall not conflict with, amend or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control. Escrow Holder shall, upon receipt of a fully executed copy of this Agreement, sign and date the Receipt by Escrow Holder attached hereto, and distribute it to all parties listed in the "Notices" sections of the Agreement.

(c.) Close of Escrow. For the purpose of this Agreement, the "**Close of Escrow**" shall be defined as the date that the Quitclaim Deed (as defined in Section 5, below) is recorded in the Official Records of the County. The Close of Escrow shall occur no later than thirty (30) days after the end of the Contingency Period (as defined in Section 7 (a) (ii), below).

5. Conditions of Title. The Property shall be conveyed to Buyer by State by a quitclaim deed, in the form as set forth in Exhibit C ("**Quitclaim Deed**"), subject only to (a) a lien to secure payment of real estate taxes and assessments, not delinquent; (b) the lien of current supplemental taxes, not delinquent; (c) such other title matters affecting the Property created by or with the written consent of Buyer; (d) all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use, and Chapter 240 of the Statutes of 2019 in accordance with California Government Code Section 11011 et seq.) affecting the development, use, occupancy or enjoyment of the Property; (e) all matters which would be apparent from an inspection of the Property; (f) all matters which would be disclosed by a survey of the Property; and (g) exceptions which are approved and/or accepted

by Buyer in accordance with Section 7(a)(i) of this Agreement (collectively, "**Approved Conditions of Title**").

6. Title Policy. Title shall be evidenced by Escrow Holder's title insurance underwriter ("**Title Company**") issuing its standard California Land Title Association ("**CLTA**") Owner's Policy of Title Insurance to Buyer in an amount equal to the Purchase Price, showing title to the Property vested in Buyer, subject only to the Approved Conditions of Title ("**Title Policy**"). Buyer shall pay the expense of issuing the Title Policy. If Buyer elects to have Escrow Holder issue its American Land Title Association ("**ALTA**") Extended Coverage Owner's Policy of Title Insurance, Buyer shall pay for the expense of such ALTA premium increment and any survey costs associated with such ALTA policy. In addition, Buyer shall pay for any endorsements to the Title Policy. Buyer's ability to obtain an ALTA policy shall not be a condition to the Close of Escrow.

7. Conditions to Close of Escrow.

(a.) Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions (or Buyer's waiver in writing thereof) for Buyer's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

(i) Title. Pursuant to the terms and conditions of this subsection, Buyer shall have the right to approve any and all matters of and exceptions to title of the Property, as disclosed by the following documents and instruments (collectively, "**Title Documents**"): (A) a Preliminary Report issued by Escrow Holder with respect to the Property; and (B) legible copies of all documents, whether recorded or unrecorded, referred to in such Preliminary Report. State shall cause Escrow Holder to deliver the Title Documents to Buyer within five (5) calendar days following the Effective Date. Buyer shall have ten (10) business days following the Effective Date to give State and Escrow Holder written notice ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the Title Documents. The failure of Buyer to give Buyer's Title Notice to State within the specified time period shall be deemed Buyer's approval of the Title Documents. In the event that Buyer's Title Notice disapproves of any matter of title shown in the Title Documents, State shall, within seven (7) business days after Buyer's Title Notice is received by State, give Buyer written notice ("**State's Title Notice**") of those disapproved title matters, if any, which State is unwilling or unable after reasonable and good faith efforts to have eliminated from title to the Property by the Close of Escrow. If State's Title Notice refuses to remove any items disapproved by Buyer, or fails to deliver State's Title Notice, Buyer's sole remedy shall be to (i) proceed with the transaction contemplated hereby despite such objections, which shall thereupon irrevocably be deemed to have been withdrawn, or (ii) terminate this Agreement. Failure of Buyer to take either one of the actions described in clause (i) or (ii) in the previous sentence shall be deemed to be Buyer's election to take the action described in clause (i). If this Agreement is terminated pursuant to this Section 7(a)(i), Buyer shall comply with the terms of Section 22(n), and, except as otherwise provided in this Agreement, State and Buyer will have no further obligations or rights to one another under this Agreement;

(ii) Inspections and Studies/Costs. For the period of time commencing on the Effective Date and ending at 5:00 p.m. (PST) on the sixty (60) calendar day thereafter ("**Contingency Period**"), Buyer shall have the right to conduct any and all non-destructive inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports, environmental testing and investigations to determine if all needed entitlements can be procured in an acceptable form to fulfill Buyer's intended use as a park or wilderness preserve with respect to the Property as Buyer may elect to make or maintain. Nothing herein shall authorize any subsurface testing or drilling on the Property by Buyer or its environmental consultants unless specifically approved in writing by State, which State may condition or deny in its sole and absolute discretion. The cost of any such inspections, tests and/or studies shall be borne by Buyer. If Buyer desires to conduct invasive testing at the Property, Buyer and State shall enter into State's invasive testing entry license to facilitate such testing.

(iii) Right of Entry; Indemnification. Between the Effective Date and the Close of Escrow (provided that Buyer approves the Property prior to the expiration of the Contingency Period), Buyer and Buyer's employees, agents, contractors, subcontractors and consultants (collectively, "**Buyer's Representatives**") shall have the right to enter upon the Property, at reasonable times during ordinary business hours, upon notice to State at least 24 hours' notice by email (Section 19 below) prior to entry, to perform non-destructive inspections, investigations, tests and studies. Buyer, in performing its non-destructive inspections, investigations, tests and studies hereunder shall not unreasonably interfere with the operation of the Property, and agrees to coordinate its activities on the Property with State in advance to avoid any such interference. Following any such non-destructive tests or inspections, Buyer agrees to promptly return any portions of the Property damaged or altered by Buyer during such tests or inspections to substantially the same condition which existed prior to such test or inspection. In the event Buyer fails to promptly restore Property in accordance with the preceding sentence, State may, in its sole and absolute discretion, restore the Property and all costs and expenses shall be paid immediately by Buyer upon demand by State. Buyer shall indemnify, defend and hold State, including its agencies, departments, boards, commissions, officers, agents, employees and the Property harmless from any and all claims, damages or liabilities arising out of or resulting from the entry onto or activities upon the Property by Buyer or Buyer's Representatives or liens arising from Buyer's due diligence review of the Property. Prior to entry onto the Property by Buyer or Buyer's Representatives, Buyer shall furnish State with a copy of Buyer's or Buyer's Representatives, as applicable, policy of commercial general liability insurance issued by a financially responsible insurance company (at least an A- VI rating in the most recent edition of *Best's Insurance Guide*), in form and substance acceptable to State and having limits of no less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate and naming State its officers, agents, and employees as additional insured, covering Buyer's entry on the Property, and Buyer's obligations under this Section 7(a)(iii).

(iv) Contingency Period Notice. Prior to the expiration of the Contingency Period, Buyer shall deliver to State and Escrow Holder written notice ("**Contingency Period Notice**") of its approval or disapproval of the Property and the Documents and Materials (as defined in Section 7(a)(viii) below). The failure of Buyer to timely

deliver the Contingency Period Notice shall be deemed to constitute Buyer's approval of the Property and the Documents and Materials. In the event Buyer timely delivers the Contingency Period Notice to State disapproving the Property then provided that Buyer has complied with the terms of Section 22(n) below), and, except as otherwise provided in this Agreement, State and Buyer will have no further obligations or rights to one another under this Agreement. If this Agreement is terminated pursuant to this subsection, Buyer shall deliver to State (i) the Documents and Materials delivered to Buyer by State, and (ii) at no cost and without warranty as to correctness, copies of all reports, studies, maps and engineering studies that were generated by third parties for Buyer with respect to the Property, including, but not limited to, all environmental reports, surveys, marketing reports, geotechnical reports, lot studies and improvement plans.

(v) Title Insurance. As of the Close of Escrow, Title Company shall have committed to issue the Title Policy to Buyer;

(vi) State's Representations. All representations and warranties made by State to Buyer in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow;

(vii) State's Obligations. As of the Close of Escrow, State shall have performed all of the obligations required to be performed by State under this Agreement; and

(viii) Documents and Materials. To assist Buyer in Buyer's due diligence, on or before July 1, 2024 State delivered to Buyer all of the documents and materials described on **Exhibit D** attached hereto, ("**Documents and Materials**"). By executing this Agreement, Buyer acknowledges receipt of the Documents and Materials on or before June 1, 2024. State makes no representation concerning the adequacy or accuracy of any of the Documents and Materials. These materials have been furnished solely for the purpose of assisting Buyer in its due diligence, a part of which is Buyer's independent determination as to the reliability and completeness of the information contained therein. If this Agreement is terminated for any reason, Buyer shall deliver to State (1) the Documents and Materials delivered to Buyer by State, and (2) a/t no cost and without warranty as to correctness, copies of all inspections, investigations, tests and studies that were generated by Buyer and/or by third parties for Buyer with respect to the Property, including, but not limited to, all environmental reports, surveys, marketing reports, geotechnical reports, studies, maps and engineering studies, lot studies and improvement plans.

(b.) Conditions to State's Obligations. The Close of Escrow and State's obligation to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions (or State's waiver thereof) for State's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in absence of a specified date:

(i) Buyer's Obligations. Buyer shall have timely performed all of the obligations required to be performed by Buyer under this Agreement;

(ii) Buyer's Representations. All representations and warranties made by Buyer to State in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow;

(iii) Purchase Price. Buyer shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder and fully, faithfully and timely performed all of its other obligations under this Agreement;

(iv) Truthfulness at Close of Escrow. The representations and warranties of Buyer set forth in this Agreement shall be true and correct, on and as of the Close of Escrow as if those representations and warranties were made on and as of such time;

(c.) Failure of Condition to Close of Escrow. If the conditions set forth in Section 7(a) or Section 7(b) are not timely satisfied or waived by the appropriate benefited party for a reason other than the default of Buyer or State, this Agreement shall terminate and, except as otherwise provided herein, the Parties shall have no further obligations hereunder.

8. Deposits by State. At least one (1) business day prior to the Close of Escrow, State shall deposit with Escrow Holder the following documents:

(a.) Quitclaim Deed. The Quitclaim Deed, duly executed and acknowledged in recordable form by State, conveying fee simple title to the Property to Buyer, subject only to the Approved Conditions of Title.

(b.) California Franchise Tax Withholding. A certification, acceptable to Escrow Holder, that State is exempt from the withholding provisions of the California Revenue and Taxation Code, as may be amended from time to time, and that neither Buyer nor Escrow Holder is required to withhold any amount from the Purchase Price pursuant to such provisions.

(c.) Miscellaneous. Such other documents and instructions as may be reasonably required by the Escrow Holder or Buyer in order to close Escrow in accordance with the terms of this Agreement.

9. Deposits By Buyer. At least one (1) business day prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder the following:

(a.) Purchase Price. The Purchase Price (as adjusted by any prorations provided for herein), in cash or immediately available funds.

(b.) Miscellaneous. Such other documents, including a Certificate of Acceptance, and any instructions as may be reasonably required by the Escrow Holder or State in order to close Escrow in accordance with the terms of this Agreement.

10. Costs and Expenses. All costs and expenses, including title insurance premiums and recording and escrow fees, shall be paid by Buyer.

11. Prorations.

(a.) Taxes/Assessments. State is exempt from property taxes and none are or will be owing at Close of Escrow.

(b.) Corrections. If any errors or omissions are made regarding adjustments and prorations as set forth herein, the Parties shall make the appropriate corrections promptly upon discovery thereof. If any estimates are made at the Close of Escrow regarding adjustments or prorations, the Party shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the Party entitled thereto.

12. Condition and Inspection of Property. Notwithstanding any other provision of this Agreement to the contrary, State makes no representation or warranty (except as expressly set forth in Section 14, below) whatsoever regarding the Property, the physical condition of the Property, its past use, its compliance with laws (including, without limitation, laws governing environmental matters, zoning, and land use), or its suitability for Buyer's intended use. The Property is sold AS-IS, WHERE-IS, WITH ALL FAULTS, AND THERE IS NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY. Buyer hereby represents and warrants that Buyer is relying solely upon Buyer's due diligence, and prior to entering into this Agreement and as of the Effective Date has conducted its own independent inspection, investigation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from State, including, without limitation, any and all matters concerning the condition, use, sale, development or suitability for development of the Property. State would not sell the Property to Buyer without the foregoing provision and the waiver and release contained in Section 13 hereof.

13. Property Condition Waiver. Notwithstanding any other provision of this Agreement to the contrary, following the Close of Escrow, Buyer waives its right to recover from State, its agencies, departments, boards, commissions, officers, agents, and employees (collectively, "**State's Representatives**"), and hereby waives, releases and forever discharges State and State's Representatives from, any and all damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees and costs) and claims therefor, whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way arising out of or connected with the Property, including (i) the physical condition, nature or quality of the Property, including geologic conditions, (ii) the quality of the labor and materials included in any buildings or other improvements or fixtures comprising located on the Property (including latent defects), (iii) the presence of asbestos and lead-based paint, (iv) the failure of the Property, including any existing improvements thereon, to comply with any law or regulation applicable thereto, (v) the inaccuracy or incompleteness of plans, drawings, specifications, any documents listed in the Documents and Materials or other documents provided by State, and (vi) the environmental condition of the Property. The foregoing waiver and release shall exclude only those losses, liabilities, damages, costs or expenses, and claims therefor, arising from or attributable to any breach by State of its express representations or warranties under this Agreement. In connection with foregoing waiver and release, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

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Buyer's Initials

14. State's Representations and Warranties. In consideration of Buyer entering into this Agreement, State makes the representations and warranties set forth in this Section 14. For the purpose of this Agreement, without creating any personal liability on behalf of such individual, usage of "**to State's actual knowledge**," or words to such effect, shall mean the present, actual knowledge of Jonathan Heim, Department of General Services, Real Estate Services Division, Asset Management Branch, excluding constructive knowledge or duty of inquiry, existing as of the Effective Date. In the event that Buyer, prior to Close of Escrow, becomes aware, from State or otherwise, of any inaccuracy or omission in the disclosures, information, or representations previously provided to Buyer by State or its consultants or agents, which will have a material, adverse impact on Buyer, the Property or the intended use of the Property, Buyer, as its sole option and remedy, may either (i) terminate this transaction thereby waiving any claims or actions that Buyer may have against State as a result of such inaccuracy or omission, or (ii) proceed with the Close of Escrow hereunder, thereby waiving any rights that Buyer may have against State as a result of such inaccuracy or omission. Buyer agrees that, under no circumstances, shall Buyer be entitled to purchase the Property hereunder and then bring any claim or action against State for damages as a result of such inaccuracy or omission, except if such inaccuracy or omission is based on fraud or intentional misrepresentation by State. The representations and warranties of State set forth in this Section 14 shall survive the Close of Escrow for a period of one (1) year

(a.) State's Authority. State is the sole owner of fee title to the Property and has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby in the execution, delivery and performance of this Agreement. Furthermore, the execution and delivery of this Agreement has been duly authorized and no other action by State is required in order to make it a valid and binding contractual obligation of State.

(b.) No Prior Transfers. Except as disclosed in the Documents and Materials, Title Documents and this Agreement, State has not previously sold, transferred or conveyed the Property, or granted to any other person or entity any right or interest in all or any part of the Property and State has not entered into any executory contracts for the sale of all or any part of the Property (other than this Agreement), nor do there exist any rights of first refusal or options to purchase the Property, other than this Agreement.

(c.) Legal Actions. There is no pending lawsuit or, to the actual knowledge of State, threatened suit, action, arbitration, legal, administrative or other proceeding or governmental investigation, which affects the Property.



(d.) Surplus Property Sale. The Property is being sold by State pursuant to the provisions of Chapter 240 of the Statutes of 2019, and in accordance with California Government Code Section 11011.24 et seq.

15. State's Disclosures.

(a.) Infrastructure. Buyer shall be solely responsible for all costs and expenses associated with all of the following: (i) repairs, improvements, modifications or alterations of any existing improvements or infrastructure located on and beneath the Property (ii) demolition and removal of any existing improvements and infrastructure located on and beneath the Property (iii) all Hazardous Material that may exist now or be discovered in the future, including any environmental cleanup, remediation and mitigation measures that may be required on the Property by any governmental agency (iv) all Hazardous Material that may exist now or be discovered in the future, including any environmental cleanup, remediation and mitigation measures that may be required by any governmental agency in relation to or arising out of Buyer's demolition, removal, modification, alteration or repair of any existing improvement or infrastructure located on and beneath the Property, and (v) all Hazardous Material that may exist now or be discovered in the future, including any environmental cleanup, remediation and mitigation measures that may be required by any governmental agency in relation to or arising out of Buyer's intended use and development of the Property, including assumption of responsibilities as permittee of the Camille Creek Management Program Streambed Alteration Agreement EPIMS-NAP-28936-R3 Camille Creek – Napa County.

16. Buyer's Representations and Warranties. In consideration of State entering into this Agreement and as an inducement to State to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by State (the continued truth and accuracy of which constitutes a condition precedent to State's obligations hereunder):

(a.) Buyer's Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

(b.) Enforceability. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms.

(c.) Conflicting Documents. Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor the occurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract,

indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Buyer is a party.

(d.) No Side Agreements or Representations. Buyer represents, warrants and covenants to State that Buyer has entered into this Agreement based upon its rights and intentions to independently inspect the Property. Except as specifically provided in Section 14 of this Agreement, State makes no representation or warranty regarding the condition of the Property, its past use, or its suitability for Buyer's intended use. Buyer will be relying solely upon its own independent inspection, investigation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from State, including, without limitation, any and all matters concerning the condition, use, sale, development or suitability of the Property.

(e.) No Attachments. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor-relief laws pending or, to the best of Buyer's knowledge, threatened against Buyer.

(f.) Experienced Buyer. Buyer is a governmental entity with sophisticated real estate expertise requisite for the acquisition and ownership of property for the Buyer's intended uses.

17. [Intentionally Deleted]

18. Damage or Condemnation Prior To Closing. State shall promptly notify Buyer of any casualty to the Property or any condemnation proceeding considered or commenced prior to the Close of Escrow. If any such damage or proceeding relates to or may result in the loss of any "material portion" (as defined herein) of the Property, State or Buyer may, each at its option, elect either to (i) terminate this Agreement, in which event neither party shall have any further rights or obligations hereunder, or (ii) continue the Agreement in effect, in which event upon the Close of Escrow, Buyer shall be entitled to any compensation, award, or other payments or relief, if any, resulting from such casualty or condemnation proceedings.

19. Notices. All notices, requests, demands, and other communications under the 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 of 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:

**TO STATE:**

Jonathan Heim  
Asset Management Branch  
Department of General Services  
State of California  
707 Third Street, 5<sup>th</sup> Floor MS-501  
West Sacramento, CA 95605

Email: jonathan.heim@dgs.ca.gov  
kerry.zadel@dgs.ca.gov

**TO BUYER:**

County of Napa  
1195 Third Street  
Napa, CA 94559  
Attention: Becky Craig, Assistant County Executive Officer  
Email: [becky.craig@countyofnapa.org](mailto:becky.craig@countyofnapa.org)

**TO ESCROW HOLDER:**

First American Title Company of Napa  
1700 Second Street, Suite 210  
Napa, CA 94559  
Attention: Liz Cooper (Escrow No. 147333)  
Email: [Lcooper@firstamnapa.com.com](mailto:Lcooper@firstamnapa.com.com)

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Section 19, and that any person to be given notice actually receives such notice. Any notice to a party which is required to be given to multiple addresses shall only be deemed to have been delivered when all of the notices to that party have been delivered pursuant to this Section. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day.

A party may change or supplement the addresses given above, or designate additional addressees, for purposes of this Section by delivering to the other party written notice in the manner set forth above.

20. Brokers. State represents and warrants to Buyer, and Buyer represents and warrants to State, that no broker or finder has been engaged by them in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions. Buyer shall indemnify, protect, save harmless and defend State from any liability, cost, or expense connected with any claim for any commission or compensation made by any person or entity claiming to have been retained or contacted by Buyer in connection with this transaction. State shall indemnify, save harmless and defend Buyer from any liability, cost, or expense arising out of or connected with any claim for any commission or compensation made by any person or entity claiming to have been retained or contacted by State in connection with this transaction. This indemnity provision shall survive the Closing or any earlier termination of this Agreement.

21. Assignment. Buyer shall not assign its right, title, or interest in this Agreement to any other party without the prior written consent of State, which determination may be withheld

in State's sole and absolute discretion. Pursuant to Chapter 240 of the Statutes of 2019, and in accordance with California Government Code Section 11011.24 et seq., the future sale, transfer or exchange of the Property by the County of Napa, shall require the County of Napa, by recorded easement, to limit future uses of the property to a park or wilderness preserve.

22. Miscellaneous.

(a.) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b.) Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

(c.) Survival. All of the Buyer's and State's warranties, indemnities, representations, covenants, obligations, undertakings and agreements contained in this Agreement shall survive the Close of Escrow of the Property, and the execution and delivery of this Agreement and of any and all documents or instruments delivered in connection herewith; and no warranty, indemnity, covenant, obligation, undertaking or agreement herein shall be deemed to merge with the Quitclaim Deed for the Property.

(d.) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the grantees, transferees, successors and permitted assigns of the Parties hereto.

(e.) Entire Agreement. This Agreement (including all Recitals and Exhibits attached hereto), is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

(f.) Time of Essence. State and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

(g.) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of principal and agent, a partnership, joint venture or any other association between Buyer and State.

(h.) Construction/Exhibits. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

(i.) Governing Law. The Parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The Parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

(j.) Days of Week. A "**business day**," as used herein, shall mean any day other than a Saturday, Sunday or holiday, as defined in Section 6700 of the California Government Code. If any date for performance herein falls on a day other than a business day, the time for such performance shall be extended to 5:00 p.m. Pacific Time on the next business day.

(k.) Possession of Property. Except as disclosed in the Title Documents and this Agreement, Buyer shall be entitled to the possession of the Property immediately following the Close of Escrow.

(l.) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(m.) Facsimile Signatures. In order to expedite the transaction contemplated herein, electronic signatures may be used in place of original signatures on this Agreement. State and Buyer intend to be bound by the signatures on the electronic document, are aware that the other party will rely on the electronic signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature.

(n.) Termination Documents. If this Agreement is terminated prior to the Close of Escrow for any reason, Buyer shall deliver to State the following documents and materials (collectively hereinafter referred to as the "**Termination Documents**"): (i) the Documents and Materials delivered to Buyer by State, and (ii) at no cost and without warranty as to correctness, copies of all inspections, investigations, tests and studies that were generated by Buyer and/or by third parties for Buyer with respect to the Property, including, but not limited to, all environmental reports, surveys, marketing reports, geotechnical reports, studies, maps and engineering studies, lot studies and improvement plans.

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

**“State”**  
STATE OF CALIFORNIA  
Department of General Services  
Real Estate Services Division

By: \_\_\_\_\_  
Jason Kenney  
Chief Deputy Director  
Department of General Services

Date: \_\_\_\_\_

**“Buyer”**  
COUNTY OF NAPA  
A California general law county

By: \_\_\_\_\_  
Joelle Gallagher  
Chair of the Board

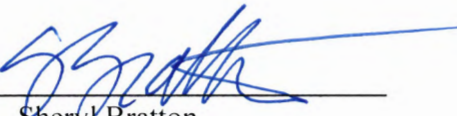
Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Neha Hoskins  
Clerk of the Board

Date: \_\_\_\_\_

Approved as to form  
Sheryl Bratton  
County Counsel:

By:  \_\_\_\_\_  
Sheryl Bratton  
County Counsel

Date: December 9, 2024

**RECEIPT BY ESCROW HOLDER**

The undersigned Escrow Holder hereby acknowledges that on \_\_\_\_\_, 2024, which, pursuant to Section 1 is the "**Effective Date**," the undersigned received a fully executed duplicate original (with all appropriate Sections initialed by both parties) of the foregoing Agreement of Purchase and Sale and Initial Escrow Instructions by and between COUNTY OF NAPA, as Buyer, and THE STATE OF CALIFORNIA, acting by and through its DEPARTMENT OF GENERAL SERVICES, as State.

Subject to Escrow Holder's receipt of acceptable escrow instructions, Escrow Holder agrees to act as the Escrow Holder under this Agreement and to comply with these instructions.

Escrow Holder:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2024

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

#### PARCEL ONE

All that certain real property lying in the County of Napa, State of California, being those lands described in the deed to the State of California recorded on July 29, 1881, in Book 29 of Deeds at page 213, Official Records of Napa County, and being more particularly described as follows: Lots numbered One and Two of the Southwest quarter of Section 18, Township 5 North, Range 3 West, Mount Diablo Base and Meridian; and The Southeast quarter and the East half of the Southwest quarter of Section 13, Township 5 North, Range 4 West, Mount Diablo Base and Meridian.

EXCEPTING THEREFROM all that portion contained in the Grant Deed to Syar Industries, Inc., recorded March 27, 1998, under Document Number 1998-0007605, Official Records of Napa County.

AND FURTHER EXCEPTING THEREFROM the following three described parcels:

#### PARCEL 1

Beginning at a point on the centerline of Imola Avenue, herein named Point "A", from which a monument well with a brass disk stamped "RCE 31900" bears South 89°36'08" East, 211.84 feet;

Thence leaving the said center line of Imola Avenue, South 1°37'11" West, 628.77 feet, to an iron pipe with cap "MADDOCK – PLS 8131";

Thence South 83°33'01" East, 838.86 feet, to an 3/4" iron pipe with cap "MADDOCK – PLS 8131";

Thence South 61°21'31" East, 274.22 feet, to an 3/4" iron pipe with cap "MADDOCK – PLS 8131", herein named "POINT B";

Thence South 13°00'04" West, 554.61 feet to an 3/4" iron pipe with cap "MADDOCK – PLS 8131";

Thence South 79°27'36" East, 496.24 feet to an 3/4" iron pipe with cap "MADDOCK – PLS 8131";

Thence South 45°27'29" West, 482.60 feet, to a point on the north line of the lands of Vulcan Lands Inc., Document No. 2022-0017170, Official Record of Napa County, marked with an iron



pipe with cap "MADDOCK – PLS 8131";

Thence along the said northern line of the lands of Vulcan Lands Inc., shown as the lands of Syar Industries, Inc. on the Record of Survey No. 5608, filed on December 16, 2004, in Book 36 Record of Surveys, Pages 69 through 73, Official Records of Napa County, South 85°26'15" West, 1,753.29 feet, to an iron pipe shown thereon;

Thence South 36°10'17" West, 69.33 feet, to an iron pipe shown thereon;

Thence South 84°02'17" West, 13.47 feet (South 85°24'00" West, 13.46 feet per said record of survey), to found nail & washer "LS 6684" shown thereon;

Thence North 67°36'54" West, 116.01 feet (North 67°33'17" West, 115.62 feet per said record of survey), to an iron pipe shown thereon;

Thence South 85°28'56" West, 241.56 feet (South 85°25'00" West per said record of survey), more or less, to a point on the western boundary of Section 13 common with the eastern boundary of the Rancho Tulucay;

Thence leaving said northern line of the Lands of Vulcan Lands Inc and following the common line for Section 13 & Rancho, North 00°11'23" West, 2,003.06 feet more or less, to the center of Imola Avenue;

Thence leaving the said common line and along the centerline of Imola Avenue, South 89°36'08" East, 1,081.22 feet, more or less, to the Point of Beginning.

Containing 77.61 Acres more or less

#### PARCEL 2

Beginning at POINT "B" described in Parcel 1 above,

Thence North 13°00'04" East, 33.93 feet;

Thence South 65°25'57" East, 60.81 feet, to a wire fence;

Thence following said wire fence, South 62°36'26" East, 373.64 feet;

Thence South 70°53'20" East, 244.37 feet;

Thence North 89°48'36" East, 47.62 feet;

Thence South 82°06'16" East, 83.43 feet;

Thence North 85°06'45" East, 196.22 feet;

Thence North 07°26' 55" East, 56.50 feet;

Thence South 88°11'23" East, 235.56 feet;

Thence North 65°42'30" East, 159.32 feet;

Thence North 73°49'34" East, 115.12 feet;

Thence North 84°25'29" East, 95.61 feet;

Thence North 74°37'41" East, 422.52 feet;

Thence North 76°15'08" East, 361.93 feet;

Thence North 86°33'00" East, 153.93 feet;

Thence North 81°12'14" East, 154.84 feet;

Thence North 78°36'21" East, 381.61 feet;

Thence leaving said fence line, North 59°02'02" East, 405.41 feet, to an iron pipe with cap "MADDOCK – PLS 8131";

Thence South 48°40'09" East, 610.33 feet, to an iron pipe with cap "MADDOCK – PLS 8131";

Thence South 02°33'36" West, 647.45 feet, to an iron pipe with cap "MADDOCK – PLS 8131";

Thence South 47°32'04" West, 789.02 feet to an iron pipe with cap "MADDOCK – PLS 8131";

Thence continuing South 47°32'04" West, 36.61 feet, to the north side of a dirt/gravel road;

Thence following the north edge of the dirt/gravel road North 71°14'48" West, 97.63 feet;

Thence North 44°03'04" West, 163.48 feet;

Thence North 76°32'18" West, 89.71 feet;

Thence North 87°32'08" West, 189.87 feet;

Thence North 69°12'45" West, 134.58 feet;

Thence North 52°28'56" West, 162.57 feet;

Thence South 82°18'52" West, 192.32 feet;

Thence North 75°40'27" West, 249.71 feet;

Thence South 88°08'20" West, 262.54 feet;

Thence South 80°57'02" West, 163.56 feet;

Thence North 86°38'40" West, 236.01 feet;

Thence North 69°52'48" West, 310.39 feet;

Thence North 84°56'33" West, 124.00 feet;

Thence North 81°07'23" West, 283.42 feet;

Thence North 80°50'42" West, 268.17 feet, to an iron pipe with cap "MADDOCK – PLS 8131";

Thence leaving said edge of road, North 79°27'36" West, 496.24 feet to an iron pipe with cap "MADDOCK – PLS 8131";

Thence North 13°00'04" East, 554.61 feet, to the Point of Beginning.

Containing 75.19 Acres more or less.

### PARCEL 3

Commencing at POINT "A", described above in PARCEL 1, being a point in the centerline of Imola Avenue, thence along the easterly boundary of said PARCEL 1, South 01°37'11" West, 20.00 feet, to a point on the southern right-of-way of Imola Avenue, being the True Point of Beginning of the herein described PARCEL 3;

Thence leaving the eastern boundary of PARCEL 1, and following said southern right-of-way, South 89°36'08" East, 535.19 feet to an iron pipe with cap "MADDOCK – PLS 8131";

Thence leaving said right-of-way, South 01°37'11" West, 425.10 feet, to an iron pipe with cap "MADDOCK – PLS 8131";

Thence North 89°36'08" West, 535.19 feet, to a point on the eastern boundary of PARCEL 1, being marked by an iron pipe with cap "MADDOCK – PLS 8131";

Thence along said easterly boundary North 01°37'11" East, 425.10 feet, to the Point of Beginning.

Containing 5.26 Acres more or less.

(APNs: Portion of 046-450-041 and 046-380-001)

--

### PARCEL TWO

All that certain real property lying in the County of Napa, State of California, being those lands described in that certain Grant Deed to the Board of Trustees of the Napa State Asylum for the Insane, a Corporation, recorded on September 19, 1895 in Book 56 of Deeds at page 286, Official Records of Napa County, and being more particularly described as follows:

COMMENCING at a stake marked S13-S24-S18-S19, said stake being at the Northeast corner of Section 24, Township 5 North, Range 4 West, Mount Diablo Base and Meridian; running thence due West along the line between Sections 13 and 24, of said Township 22.30 chains to a stone fence; thence along said

stone fence and including said fence South 74° East 14.30 chains to an angle; thence South 81-3/4° East 2.45 chains to a second angle; thence South 83-1/2° East 6.20 chains to the East line of said Section 24; thence along said East line due North 5 chains to the place of beginning.

EXCEPTING THEREFROM all that portion described in the Grant Deed to Syar Industries, Inc. recorded on March 27, 1998, as Document Number 1998-0007605, Official Records of Napa County.

(APN 046-450-042)

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### PARCEL THREE

All that certain real property lying in the County of Napa, State of California, being those lands described in that certain Grant Deed to Napa State Hospital, recorded on October 19, 1906, in Book 87 of Deeds at page 323, Official Records of Napa County, and being more particularly described as follows:

Beginning at the section corner common to Sections 19, 20, 29 and 30 in Township 5 North, Range 3 West, Mount Diablo Base and Meridian; running thence Easterly along the line between said Sections 20 and 29, 60 chains to the Northwesterly corner of the Northeast quarter of the Northeast quarter of said Section 29 which point is also the Northwesterly corner of the land now or formerly owned by Katherine Kreuzer; thence Southerly along the Westerly line of said land now or formerly of Kreuzer, 23 chains, more or less, to a stone fence; thence along said stone fence as follows: North 66° West 8 chains, North 84-1/2° West 3.70 chains, North 65° West 2.90 chains to the end of said stone fence; thence along a board fence as follows: South 80° West 5.10 chains, South 75-1/2° West 3.24 chains, South 57-1/4° West 2.40 chains, South 82° West 4.50 chains, South 87° West 10 chains, South 85° West 8 chains, North 87-1/4° West 2 chains to the Easterly line of a stone fence; thence along said stone fence, North 66-1/2° West 8.25 chains to the Westerly end of said stone fence; thence on same course, North 66-1/2° West along a board fence, 2.75 chains, North 37° West 1.00 chain, North 48-3/4° West 4.90 chains, North 54° West 10.00 chains, North 60° West 2.00 chains, South 86° West 1.10 chains to the Easterly end of a stone fence; thence along said stone fence, North 59° West 90 links, North 68° West 3.00 chains to the Westerly end of said stone fence on the edge of a steep bluff; thence along the edge of the bluff, North 55° West 3.50 chains, North 24° West 3.70 chains to a point in a stone fence on a line between said Sections 19 and 30, about 50 links Westerly of the edge of a steep bluff; thence Easterly along said section line, 20.00 chains, more or less, to the point of beginning. Said lands being a portion of the Northwest quarter and West half of the Northeast quarter of said Section 29, and a portion of the Northeast quarter of the Northeast quarter of said Section 30.

EXCEPTING THEREFROM, that portion of the West half of the Northwest quarter of Section 29, and East half of the Northeast quarter of Section 30, Township 5 North, Range 3 West, Mount Diablo Base and Meridian which lies North of a stone fence built through the same by Robert Sheehy.

### PARCEL TWO:

That portion or portions of the West half of the Northwest quarter of Section 29, and the East half of the Northeast quarter of Section 30, Township 5 North, Range 3 West, Mount Diablo Base and Meridian, lying North of a stone fence built by Robert Sheehy and through said land, together with one-half of said

fence. Being the same land conveyed by Robert Sheehy to the late C.D.P. Weeks by deed dated 29<sup>th</sup> day of January, 1870, and recorded in the Office of the County Recorder in Book O of Deeds at Page 376.

(APN 045-360-001)

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#### PARCEL FOUR

All that certain real property lying in the County of Napa, State of California, being those lands identified as the Fourth Tract in that certain Judgment in favor of the State of California recorded on March 12, 1877, in Book W of Deeds at page 286, Official Records of Napa County, and being more particularly described as follows:

The West half of the Southeast quarter, the Southeast quarter of the Southeast quarter and the Southwest quarter of the Northeast quarter of Section 19, also the Northeast quarter of the Southeast quarter of Section 19 and the North half of the Southwest quarter and the Southwest quarter of the Southwest quarter of Section 20 and the Southeast quarter of the Southwest quarter of Section 20 all in Township 5 North, Range 3 West, Mount Diablo Base and Meridian.

(APN 045-350-002)

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#### PARCEL FIVE

All that certain real property lying in the County of Napa, State of California, being those lands described in that certain Grant Deed to the State of California recorded on December 11, 1915, in Book 115 of Deeds at page 217, Official Records of Napa County, and being more particularly described as follows:

Lots numbered One and Two in the Northwest quarter of Section 19, Township 5 North, Range 3 West, Mount Diablo Base and Meridian.

(APN 046-390-001)

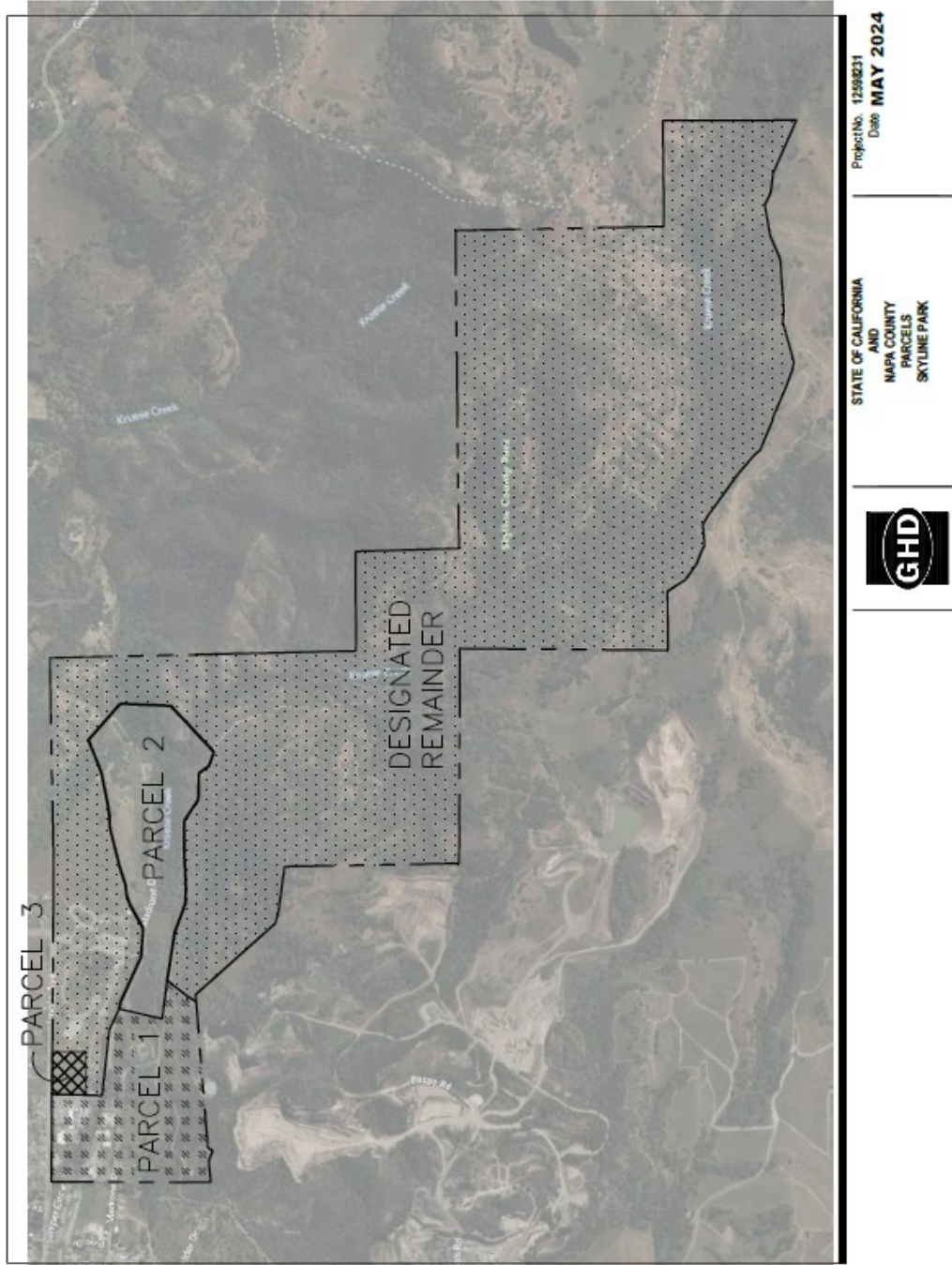
(End of Legal Description)

(End of Legal Description)

**EXHIBIT B**

**MAP OF PROPERTY**

Inset depiction of property



**EXHIBIT C**

**FORM OF QUITCLAIM DEED**

**RECORDING REQUESTED BY**

**State of California – Official Business  
Department of General Services**

**Document entitled to free recordation Pursuant to  
Gov't. Code Sec. 27388.1**

**WHEN RECORDED MAIL TO:**

**County of Napa  
1195 Third Street  
Napa, CA 94559  
Attention: Becky Craig, Assistant County  
Executive Officer**

**WITH A COPY TO:**

**State of California – Official Business  
Department of General Services  
707 3<sup>rd</sup> Street, MS-501  
West Sacramento, CA 95605  
Attention: Kerry Zadel**

---

(Above Space for Recorder's Use Only)

**QUITCLAIM DEED**

THE STATE OF CALIFORNIA, acting by and through THE DEPARTMENT OF GENERAL SERVICES (the “**State**”), does hereby relinquish, abandon, abrogate, transfer, release, remise and quitclaim to the County of Napa, a California general law county (the “**Grantee**”), all of the State’s right, title and interest in and to that certain real property situated in the County of Napa, State of California, described on Exhibit A attached hereto and by this reference incorporated herein (collectively, the “**Property**”).

**EXCEPTING AND RESERVING TO** the State, in all lands described herein, all minerals and mineral deposits, as defined in California Public Resources Code Section 6407, including, but not limited to, oil and gas, other gases including, but not limited to, non-hydrocarbon and geothermal gases, oil shale, coal, phosphate, alumina, silica, fossils of all geological ages, sodium, gold, silver, metals and their compounds, alkali, alkali earth, sand, clay, gravel, salts and mineral waters, uranium, trona, and geothermal resources, together with the right of the State or persons authorized by the State to prospect for, drill for, extract, mine and remove such deposits or resources, and a right to occupy and use the surface of such Property for said purposes. The State or persons authorized by the State shall not have the right to prospect for, drill for, extract, mine or remove such deposits above a plane located 500 feet below the surface of the Property.

State and Grantee agree as follows:

1. In accordance with the Purchase Agreement and Chapter 240 of the Statutes of 2019, and in accordance with California Government Code Section 11011.24 et seq., Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property and each portion thereof, that the Property shall be used for park or wilderness preserve purposes following Close of Escrow.
2. The County of Napa or the Napa County Regional Park and Open Space District shall retain title to the entire property sold or exchanged for use as a park or wilderness preserve.
3. In the event of the future sale or exchange of that property by the County of Napa or Napa County Regional Park and Open Space District, shall require the County of Napa or the Napa County Regional Park and Open Space District, by recorded easement, to limit future uses of the property to a park or wilderness preserve.
4. All obligations of Grantee under this Quitclaim Deed (and all of the terms, covenants and conditions of this Quitclaim Deed) shall be binding upon Grantee, its successors and assigns and every successor in interest of the real Property or any portion thereof or any interest therein, for the benefit and in favor of State, its successors and assigns.
5. This Quitclaim Deed shall not merge with any other agreement between the State and the Grantee.

**SAID PROPERTY IS CONVEYED SUBJECT TO** all liens, encumbrances, easements, covenants, conditions and restrictions of record.

**IN WITNESS WHEREOF**, State has caused this instrument to be executed as of the date hereinafter written.

DATED: \_\_\_\_\_, 2024

**State:**

The State of California,  
Department of General Services

By: \_\_\_\_\_

Kerry Zadel  
Assistant Branch Chief  
Asset Management Branch  
Real Estate Services Division



## Exhibit A

### (Legal Description)

#### PARCEL ONE

All that certain real property lying in the County of Napa, State of California, being those lands described in the deed to the State of California recorded on July 29, 1881, in Book 29 of Deeds at page 213, Official Records of Napa County, and being more particularly described as follows: Lots numbered One and Two of the Southwest quarter of Section 18, Township 5 North, Range 3 West, Mount Diablo Base and Meridian; and The Southeast quarter and the East half of the Southwest quarter of Section 13, Township 5 North, Range 4 West, Mount Diablo Base and Meridian.

EXCEPTING THEREFROM all that portion contained in the Grant Deed to Syar Industries, Inc., recorded March 27, 1998, under Document Number 1998-0007605, Official Records of Napa County.

AND FURTHER EXCEPTING THEREFROM the following three described parcels:

#### PARCEL 1

Beginning at a point on the centerline of Imola Avenue, herein named Point "A", from which a monument well with a brass disk stamped "RCE 31900" bears South 89°36'08" East, 211.84 feet;

Thence leaving the said center line of Imola Avenue, South 1°37'11" West, 628.77 feet, to an iron pipe with cap "MADDOCK – PLS 8131";

Thence South 83°33'01" East, 838.86 feet, to an 3/4" iron pipe with cap "MADDOCK – PLS 8131";

Thence South 61°21'31" East, 274.22 feet, to an 3/4" iron pipe with cap "MADDOCK – PLS 8131", herein named "POINT B";

Thence South 13°00'04" West, 554.61 feet to an 3/4" iron pipe with cap "MADDOCK – PLS 8131";

Thence South 79°27'36" East, 496.24 feet to an 3/4" iron pipe with cap "MADDOCK – PLS 8131";

Thence South 45°27'29" West, 482.60 feet, to a point on the north line of the lands of Vulcan Lands Inc., Document No. 2022-0017170, Official Record of Napa County, marked with an iron pipe with cap "MADDOCK – PLS 8131";

Thence along the said northern line of the lands of Vulcan Lands Inc., shown as the lands of Syar Industries, Inc. on the Record of Survey No. 5608, filed on December 16, 2004, in Book 36 Record

of Surveys, Pages 69 through 73, Official Records of Napa County, South 85°26'15" West, 1,753.29 feet, to an iron pipe shown thereon;

Thence South 36°10'17" West, 69.33 feet, to an iron pipe shown thereon;

Thence South 84°02'17" West, 13.47 feet (South 85°24'00" West, 13.46 feet per said record of survey), to found nail & washer "LS 6684" shown thereon;

Thence North 67°36'54" West, 116.01 feet (North 67°33'17" West, 115.62 feet per said record of survey), to an iron pipe shown thereon;

Thence South 85°28'56" West, 241.56 feet (South 85°25'00" West per said record of survey), more or less, to a point on the western boundary of Section 13 common with the eastern boundary of the Rancho Tulucay;

Thence leaving said northern line of the Lands of Vulcan Lands Inc and following the common line for Section 13 & Rancho, North 00°11'23" West, 2,003.06 feet more or less, to the center of Imola Avenue;

Thence leaving the said common line and along the centerline of Imola Avenue, South 89°36'08" East, 1,081.22 feet, more or less, to the Point of Beginning.

Containing 77.61 Acres more or less

#### PARCEL 2

Beginning at POINT "B" described in Parcel 1 above,

Thence North 13°00'04" East, 33.93 feet;

Thence South 65°25'57" East, 60.81 feet, to a wire fence;

Thence following said wire fence, South 62°36'26" East, 373.64 feet;

Thence South 70°53'20" East, 244.37 feet;

Thence North 89°48'36" East, 47.62 feet;

Thence South 82°06'16" East, 83.43 feet;

Thence North 85°06'45" East, 196.22 feet;

Thence North 07°26' 55" East, 56.50 feet;

Thence South 88°11'23" East, 235.56 feet;

Thence North 65°42'30" East, 159.32 feet;

Thence North 73°49'34" East, 115.12 feet;

Thence North 84°25'29" East, 95.61 feet;

Thence North 74°37'41" East, 422.52 feet;

Thence North 76°15'08" East, 361.93 feet;

Thence North 86°33'00" East, 153.93 feet;

Thence North 81°12'14" East, 154.84 feet;

Thence North 78°36'21" East, 381.61 feet;

Thence leaving said fence line, North 59°02'02" East, 405.41 feet, to an iron pipe with cap "MADDOCK – PLS 8131";

Thence South 48°40'09" East, 610.33 feet, to an iron pipe with cap "MADDOCK – PLS 8131";

Thence South 02°33'36" West, 647.45 feet, to an iron pipe with cap "MADDOCK – PLS 8131";

Thence South 47°32'04" West, 789.02 feet to an iron pipe with cap "MADDOCK – PLS 8131";

Thence continuing South 47°32'04" West, 36.61 feet, to the north side of a dirt/gravel road;

Thence following the north edge of the dirt/gravel road North 71°14'48" West, 97.63 feet;

Thence North 44°03'04" West, 163.48 feet;

Thence North 76°32'18" West, 89.71 feet;

Thence North 87°32'08" West, 189.87 feet;

Thence North 69°12'45" West, 134.58 feet;

Thence North 52°28'56" West, 162.57 feet;

Thence South 82°18'52" West, 192.32 feet;

Thence North 75°40'27" West, 249.71 feet;

Thence South 88°08'20" West, 262.54 feet;

Thence South 80°57'02" West, 163.56 feet;

Thence North 86°38'40" West, 236.01 feet;

Thence North 69°52'48" West, 310.39 feet;

Thence North 84°56'33" West, 124.00 feet;

Thence North 81°07'23" West, 283.42 feet;

Thence North 80°50'42" West, 268.17 feet, to an iron pipe with cap "MADDOCK – PLS 8131";  
Thence leaving said edge of road, North 79°27'36" West, 496.24 feet to an iron pipe with cap  
"MADDOCK – PLS 8131";

Thence North 13°00'04" East, 554.61 feet, to the Point of Beginning.

Containing 75.19 Acres more or less.

### PARCEL 3

Commencing at POINT "A", described above in PARCEL 1, being a point in the centerline of Imola Avenue, thence along the easterly boundary of said PARCEL 1, South 01°37'11" West, 20.00 feet, to a point on the southern right-of-way of Imola Avenue, being the True Point of Beginning of the herein described PARCEL 3;

Thence leaving the eastern boundary of PARCEL 1, and following said southern right-of-way, South 89°36'08" East, 535.19 feet to an iron pipe with cap "MADDOCK – PLS 8131";

Thence leaving said right-of-way, South 01°37'11" West, 425.10 feet, to an iron pipe with cap "MADDOCK – PLS 8131";

Thence North 89°36'08" West, 535.19 feet, to a point on the eastern boundary of PARCEL 1, being marked by an iron pipe with cap "MADDOCK – PLS 8131";

Thence along said easterly boundary North 01°37'11" East, 425.10 feet, to the Point of Beginning.

Containing 5.26 Acres more or less.

(APNs: Portion of 046-450-041 and 046-380-001)

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### PARCEL TWO

All that certain real property lying in the County of Napa, State of California, being those lands described in that certain Grant Deed to the Board of Trustees of the Napa State Asylum for the Insane, a Corporation, recorded on September 19, 1895 in Book 56 of Deeds at page 286, Official Records of Napa County, and being more particularly described as follows:

COMMENCING at a stake marked S13-S24-S18-S19, said stake being at the Northeast corner of Section 24, Township 5 North, Range 4 West, Mount Diablo Base and Meridian; running thence due West along the line between Sections 13 and 24, of said Township 22.30 chains to a stone fence; thence along said stone fence and including said fence South 74° East 14.30 chains to an angle; thence South 81-3/4° East 2.45 chains to a second angle; thence South 83-1/2° East 6.20 chains to the East line of said Section 24; thence along said East line due North 5 chains to the place of beginning.

EXCEPTING THEREFROM all that portion described in the Grant Deed to Syar Industries, Inc. recorded on March 27, 1998, as Document Number 1998-0007605, Official Records of Napa County.

(APN 046-450-042)

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### PARCEL THREE

All that certain real property lying in the County of Napa, State of California, being those lands described in that certain Grant Deed to Napa State Hospital, recorded on October 19, 1906, in Book 87 of Deeds at page 323, Official Records of Napa County, and being more particularly described as follows:

Beginning at the section corner common to Sections 19, 20, 29 and 30 in Township 5 North, Range 3 West, Mount Diablo Base and Meridian; running thence Easterly along the line between said Sections 20 and 29, 60 chains to the Northwesterly corner of the Northeast quarter of the Northeast quarter of said Section 29 which point is also the Northwesterly corner of the land now or formerly owned by Katherine Kreuzer; thence Southerly along the Westerly line of said land now or formerly of Kreuzer, 23 chains, more or less, to a stone fence; thence along said stone fence as follows: North 66° West 8 chains, North 84-1/2° West 3.70 chains, North 65° West 2.90 chains to the end of said stone fence; thence along a board fence as follows: South 80° West 5.10 chains, South 75-1/2° West 3.24 chains, South 57-1/4° West 2.40 chains, South 82° West 4.50 chains, South 87° West 10 chains, South 85° West 8 chains, North 87-1/4° West 2 chains to the Easterly line of a stone fence; thence along said stone fence, North 66-1/2° West 8.25 chains to the Westerly end of said stone fence; thence on same course, North 66-1/2° West along a board fence, 2.75 chains, North 37° West 1.00 chain, North 48-3/4° West 4.90 chains, North 54° West 10.00 chains, North 60° West 2.00 chains, South 86° West 1.10 chains to the Easterly end of a stone fence; thence along said stone fence, North 59° West 90 links, North 68° West 3.00 chains to the Westerly end of said stone fence on the edge of a steep bluff; thence along the edge of the bluff, North 55° West 3.50 chains, North 24° West 3.70 chains to a point in a stone fence on a line between said Sections 19 and 30, about 50 links Westerly of the edge of a steep bluff; thence Easterly along said section line, 20.00 chains, more or less, to the point of beginning. Said lands being a portion of the Northwest quarter and West half of the Northeast quarter of said Section 29, and a portion of the Northeast quarter of the Northeast quarter of said Section 30.

EXCEPTING THEREFROM, that portion of the West half of the Northwest quarter of Section 29, and East half of the Northeast quarter of Section 30, Township 5 North, Range 3 West, Mount Diablo Base and Meridian which lies North of a stone fence built through the same by Robert Sheehy.

### PARCEL TWO:

That portion or portions of the West half of the Northwest quarter of Section 29, and the East half of the Northeast quarter of Section 30, Township 5 North, Range 3 West, Mount Diablo Base and Meridian, lying North of a stone fence built by Robert Sheehy and through said land, together with one-half of said fence. Being the same land conveyed by Robert Sheehy to the late C.D.P. Weeks by deed dated 29<sup>th</sup> day of January, 1870, and recorded in the Office of the County Recorder in Book O of Deeds at Page 376.

(APN 045-360-001)

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PARCEL FOUR

All that certain real property lying in the County of Napa, State of California, being those lands identified as the Fourth Tract in that certain Judgment in favor of the State of California recorded on March 12, 1877, in Book W of Deeds at page 286, Official Records of Napa County, and being more particularly described as follows:

The West half of the Southeast quarter, the Southeast quarter of the Southeast quarter and the Southwest quarter of the Northeast quarter of Section 19, also the Northeast quarter of the Southeast quarter of Section 19 and the North half of the Southwest quarter and the Southwest quarter of the Southwest quarter of Section 20 and the Southeast quarter of the Southwest quarter of Section 20 all in Township 5 North, Range 3 West, Mount Diablo Base and Meridian.

(APN 045-350-002)

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PARCEL FIVE

All that certain real property lying in the County of Napa, State of California, being those lands described in that certain Grant Deed to the State of California recorded on December 11, 1915, in Book 115 of Deeds at page 217, Official Records of Napa County, and being more particularly described as follows:

Lots numbered One and Two in the Northwest quarter of Section 19, Township 5 North, Range 3 West, Mount Diablo Base and Meridian.

(APN 046-390-001)

(End of Legal Description)

**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 \_\_\_\_\_ } SS.

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public  
Date  
personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

**FOR NOTARY SEAL OR STAMP**

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

**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 Names Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator

**EXHIBIT D**

**LIST OF DOCUMENTS AND MATERIALS**

The Camille Creek Monitoring Plan, Dept of State Hospitals-Napa, Aug 2022

Camille Creek Management Program Streambed Alteration Agreement

Historical Resources Inventory and Evaluation Report – Napa State Hospital, Nov 2019

Horizon CCMP WQ monitoring locations map, 5/13/22

PG&E Easement

PG&E Easement 2

Stantec Skyline Wilderness Park P1 ESA Final 3/17/23

Stantec Skyline Wilderness Park P1 ESA Update 10/25/24

Water Audit Settlement Agreement