

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

STRADLING YOCCA CARLSON & RAUTH  
660 Newport Center Drive, Suite 1600  
Newport Beach, California 92660  
Attn: Lawrence Chan, Esq.

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[Space above for Recorder's use.]

**TERMINATION AGREEMENT AND RESTRICTIVE COVENANT**

**Dated \_\_\_\_\_, 2024**

**(NAPA COUNTY JAIL PROJECT)  
(NAPA COUNTY)**

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**NO DOCUMENTARY TRANSFER TAX DUE.**

This Termination Agreement and Restrictive Covenant is recorded for the benefit of the State of California and is exempt from California documentary transfer tax pursuant to Section 11928 of the California Revenue and Taxation Code and from recording fees pursuant to Sections 6103, 27383 and 27388.1(a)(2)(D) and (d)(2) of the California Government Code.

BOARD OF STATE AND COMMUNITY CORRECTIONS

## TERMINATION AGREEMENT AND RESTRICTIVE COVENANT

THIS TERMINATION AGREEMENT AND RESTRICTIVE COVENANT (this “Agreement”) is dated \_\_\_\_\_, 2024 and is effective as of the date hereof, by and between the BOARD OF STATE AND COMMUNITY CORRECTIONS OF THE STATE OF CALIFORNIA (the “Department”), an entity of state government of the State of California, the STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA (the “Board”), an entity of state government of the State of California, and the County of Napa (the “County”), a political subdivision of the State of California.

### *RECITALS:*

WHEREAS, pursuant to Chapter 3.13 of Part 10b of Division 3 of Title 2 of the California Government Code (commencing at Section 15820.92), the Board is authorized to finance the acquisition, design, and construction of an adult local criminal justice facility;

WHEREAS, in accordance with the Law, the County has constructed an adult local criminal justice facility (the “Project”), which is located at 2200 Napa Vallejo Highway, Napa, California 94558 on the real property described and depicted in Exhibit A hereto (the “Site”), fee title to which is owned by the County;

WHEREAS, the Project was completed on December 20, 2018 (the “Completion Date”) and includes, among other improvements, the addition of housing capacity located in newly constructed buildings (the “Housing Capacity”);

WHEREAS, the County, as landlord, and the Department, as tenant, entered into that certain Ground Lease, dated as of January 17, 2017, and recorded on March 8, 2017 in the Official Records of the County as Document No. 2017-0005900 (the “Ground Lease”), pursuant to which the County leased the Site to the Department;

WHEREAS, in connection with the execution of the Ground Lease, the Department and the County also entered into that certain Easement Agreement for Grants of Access, Utilities and Repairs, dated as of January 17, 2017 and recorded on March 8, 2017 in the Official Records of the County as Document No. 2017-0005901 (the “Easement Agreement”) pursuant to which the County granted to the Department and the Board certain easements in certain property as described in Exhibit B hereto (the “Easement Property”);

WHEREAS, the Department, as lessor, and the Board, as lessee, entered into that certain Site Lease, dated as of April 15, 2020, and recorded in the official records of the County on June 19, 2020 as Document No. 2020-0014304 (the “Site Lease”), pursuant to which the Department leased the Site to the Board;

WHEREAS, the Site and the Project (together, the “Facility”) were leased by the Board, as lessor, to the Department, as lessee, pursuant to that certain Facility Lease, dated as of April 15, 2020, and recorded in the official records of the County on June 19, 2020 as Document No. 2020-0014305 (the “Facility Lease”);

WHEREAS, the Facility was subleased by the Department, as sublessor, to the County, as sublessee, pursuant to that certain Facility Sublease, dated as of April 15, 2020, and recorded in the

official records of the County on June 19, 2021 as Document No. 2020-0014306 (the “Facility Sublease”);

WHEREAS, pursuant to the Facility Lease, in order to finance and refinance certain costs of the Project, the Board caused to be made available to the Department a portion of the proceeds of its Lease Revenue Bonds 2020 Series B (Various Capital Projects) (the “Bonds”), issued pursuant to the terms of an indenture dated as of April 1, 1994, as amended by the Tenth Supplemental Indenture, dated as of September 1, 1996, by the Forty-Second Supplemental Indenture, dated as of October 1, 2002, by the Fifty-Second Supplemental Indenture, dated as of October 15, 2004, and by the Ninety-Third Supplemental Indenture, dated as of October 12, 2009, as supplemented by the One Hundred Fifty-Third Supplemental Indenture, dated as of April 15, 2020, each by and between the Board and the Treasurer of the State of California, as trustee;

WHEREAS, the portion of the Bonds issued to finance and refinance the Project have been defeased, and the revenues, rentals and receipts from the operation of the Facility are no longer required or pledged for the payment of the Bonds;

WHEREAS, the Ground Lease, the Easement Agreement, the Site Lease, the Facility Lease and the Facility Sublease were terminated and discharged concurrently with the defeasance of the portion of the Bonds issued to finance and refinance the Project on the date hereof in accordance with their terms and the provisions of this Agreement; and

WHEREAS, the Department, the Board and the County desire to provide recorded notice of the fact of the termination of the Ground Lease, the Easement Agreement, the Site Lease, the Facility Lease and the Facility Sublease, and of a restrictive covenant in favor of the Board that restricts the lease of the Housing Capacity for any correctional purposes in accordance with the provisions of Government Code Section 15820.926(b), and to confirm that fee title to the Site remains in the County and fee title to the Project vests in the County as described herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Waiver of County.

(a) The undersigned officer of the County is duly authorized to execute this Agreement on behalf of the County, in its capacity as landlord under the Ground Lease, as grantor under the Easement Agreement, and as sublessee under the Facility Sublease.

(b) The County acknowledges that it has received adequate notice of the end of the term of the Site Lease and hereby waives the requirement in Section 2 of the Site Lease that ten days must pass after the date on which all Bonds and other indebtedness of the Board incurred to pay for the Project shall be paid and retired and agrees that the term of the Site Lease has ended on the date hereof with the execution and delivery of this Agreement.

2. Waiver of Department.

(a) The undersigned officer of the Department is duly authorized to execute this Agreement on behalf of the Department, in its capacity as tenant under the Ground Lease, as grantee under the Easement Agreement, as lessor under the Site Lease, as lessee under the Facility Lease and as sublessor under the Facility Sublease.

(b) The Department acknowledges that it has received adequate notice of the end of the term of the Site Lease and hereby waives the requirement in Section 2 of the Site Lease that ten days must pass after the date on which all Bonds and other indebtedness of the Board incurred to pay for the Project shall be paid and retired and agrees that the term of the Site Lease has ended on the date hereof with the execution and delivery of this Agreement.

3. Waiver of Board.

(a) The undersigned officer of the Board is duly authorized to execute this Agreement on behalf of the Board, in its capacity as lessee under the Site Lease and lessor under the Facility Lease.

(b) The Board acknowledges that it has received adequate notice of the end of the term of the Site Lease and hereby waives the requirement in Section 2 of the Site Lease that ten days must pass after the date on which all Bonds and other indebtedness of the Board incurred to pay for the Project shall be paid and retired and agrees that the term of the Site Lease has ended on the date hereof with the execution and delivery of this Agreement.

4. Termination of Ground Lease, Easement Agreement, Site Lease, Facility Lease and Facility Sublease. The County, the Board and the Department hereby acknowledge and agree that, effective on the date hereof, the Ground Lease, the Easement Agreement, the Facility Lease and the Facility Sublease have been terminated and discharged in accordance with their terms and that the Site Lease has been terminated and discharged in accordance with its terms and the terms of this Agreement. The County, the Board and the Department hereby further acknowledge and agree that the Ground Lease, the Easement Agreement, the Site Lease, the Facility Lease and the Facility Sublease are of no further force or effect and the Board and the Department have no further interest in the Facility pursuant to the terms of the Ground Lease, the Easement Agreement, Site Lease, the Facility Lease and the Facility Sublease.

5. Vesting and Jurisdiction of Facility. Given the defeasance of the Bonds, in accordance with Section 14 of the Facility Lease, the fee title to the Improvements (as defined in the Ground Lease), including the Project is vested with the County, subject to the Restrictive Covenant in Section 6 below. Title to the Site remains in the County.

6. Restrictive Covenant; Enforcement.

(a) Pursuant to Government Code Section 15820.926(b), the County hereby certifies, covenants and agrees that: (i) the County will not lease any Housing Capacity for any correctional purposes to any public or private entity, with the exception of state agencies (as defined in Government Code Sections 11000 and 11263) for a period of ten years beyond the Completion Date (such period ending on December 20, 2028); and (ii) the County shall in each instance of a proposed lease of any Housing Capacity for any correctional purposes to a state agency (as defined in Government Code Sections 11000 and 11263), other than the State Department of State Hospitals, obtain the prior written consent of the Board. The County obligations in this Section 6(a) shall be referred to as the "Restrictive Covenant."

(b) Prior to December 20, 2028, the County shall give written notice to the Board of its intention to lease any Housing Capacity for any correctional purposes to a state agency, other than the State Department of State Hospitals, at least ninety (90) days before the effective date of any proposed lease. The written notice shall be delivered to the Board in accordance with Section 8 below.

(c) The Restrictive Covenant shall be a burden encumbering the Site and be binding on the County and its successors, its assigns, and every successor in interest to the Site and each portion thereof (collectively the “County Parties”).

(d) The Board shall have the right to enforce the Restrictive Covenant by all appropriate legal and equitable proceedings. The County acknowledges and agrees that: (i) a legal remedy may not be an adequate remedy for a breach of the Restrictive Covenant by the County Parties, (ii) monetary damages may be difficult or impossible to ascertain and that the Board is likely to suffer irreparable harm in the event of a breach of the Restrictive Covenant, and (iii) the Board may seek injunctive relief or other equitable remedy to enforce the Restrictive Covenant. Any purported lease of any Housing Capacity that is made in violation of the Restrictive Covenant shall be **null and void** and of no force or effect whatsoever.

(e) If the Board institutes an action to enforce the Restrictive Covenant or if an action is commenced by the Board because of any breach of the Restrictive Covenant, the prevailing party in such action shall be entitled to recover its costs and reasonable attorney’s fees incurred in such action.

(f) The County represents and warrants that the Housing Capacity has not been leased for any correctional purposes to any public or private entity as of the effective date of this Agreement.

(g) The Restrictive Covenant shall be of no further force and effect after December 20, 2028.

7. Indemnification. The County reaffirms and agrees that the obligation of the County to indemnify, defend, and hold harmless the Indemnified Parties (as defined in the Facility Sublease), as set forth in Section 20 of the Facility Sublease, is incorporated herein by this reference and survives the termination of the Facility Sublease. The County acknowledges and agrees that such obligation to indemnify, defend, and hold harmless the Indemnified Parties extends to any and all claims and losses accruing and resulting from or arising out of the breach or alleged breach of this Agreement, including but not limited to, the Restrictive Covenant.

8. Notices. All approvals, authorizations, consents, demands, designations, notices, offers, requests, statements or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Department: Board of State and Community Corrections  
of the State of California  
2590 Venture Oaks Way  
Sacramento, CA 95833  
Attention: Executive Officer

To the Board: State Public Works Board  
915 “L” Street, 9th Floor  
Sacramento, CA 95814  
Attention: Executive Director

To the Participating County: Napa County  
1195 Third Street, Suite 101  
Napa, CA 94559  
Attention: Public Works Director

The address to which notices shall be mailed as aforesaid to any party may be changed by written notice given by such party to the others as hereinabove provided.

9. Further Assurances. By executing this Agreement, the County, the Board and the Department intend to remove evidence of each of the Ground Lease, the Easement Agreement, the Site Lease and the Facility Lease from the title of the Site and the Easement Property, as applicable, and confirm title to the Site remains with the County and fee title to the Improvements, including the Project, is vested with the County, subject to the Restrictive Covenant. The County, the Board and the Department agree to execute any other documentation that may be necessary to effectuate the foregoing.

10. Recordation of Termination Agreement. The notarization of the signatures of the signatories to this Agreement is for the purpose of recordation of this Agreement in the official records of the County. This Agreement shall be recorded in the official records of the County solely for the purpose of giving constructive notice of this Agreement to third parties as provided under State law. The failure of any signatory to obtain and affix a notarization to this Agreement shall not affect the validity of this Agreement. The date of recordation of this Agreement shall not change, alter or modify the effective date of this Agreement as set forth above or the effectiveness of any provision of this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one agreement. The signature and acknowledgment pages from each counterpart may be removed and attached to a single document in order to create one original instrument.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

TERMINATION AGREEMENT AND RESTRICTIVE COVENANT  
(NAPA COUNTY JAIL PROJECT)

IN WITNESS WHEREOF, the County, the Department and the Board have caused this Termination Agreement and Restrictive Covenant to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

COUNTY OF NAPA

By: \_\_\_\_\_  
Joelle Gallagher  
Chair, Napa County Board of Supervisors

BOARD OF STATE AND COMMUNITY  
CORRECTIONS OF THE STATE OF CALIFORNIA

By: \_\_\_\_\_  
Katheleen T. Howard  
Executive Officer

STATE PUBLIC WORKS BOARD OF THE STATE  
OF CALIFORNIA

By: \_\_\_\_\_  
Sally Lukenbill  
Executive Director

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 \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, 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.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

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 SACRAMENTO )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

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.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

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 SACRAMENTO )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

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.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

# EXHIBIT A

## LEGAL DESCRIPTION OF SITE

### NAPA COUNTY JAIL PROJECT

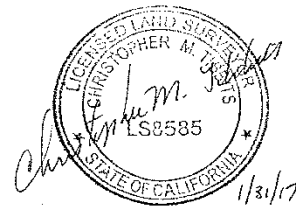
4762.0  
SB 1022 Boundary  
August 23, 2016

#### EXHIBIT A

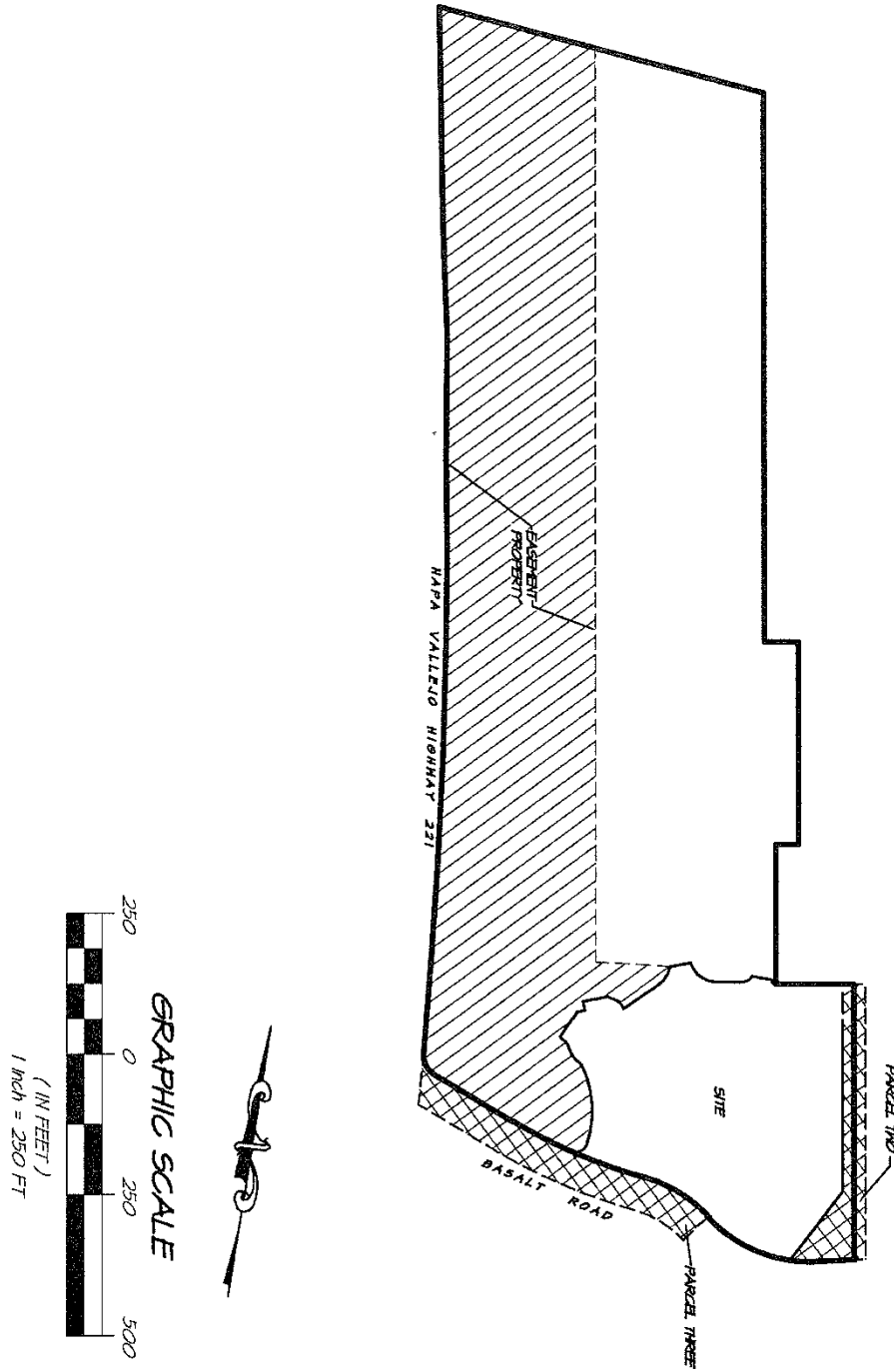
All that real property situated in the County of Napa, State of California, and described as follows:

**Commencing** at the point of intersection of the Southern line of Parcel "A" as shown on the parcel map entitled, "Parcel Map of a Division of the Lands of Basalt Rock Company, Inc.," filed December 21, 1979 in Book 11 of Parcel Maps at Page 11, Napa County Records, with the Eastern line of State Highway Route 12 and 29 as shown on said Parcel Map; thence along the Southern line of said Parcel "A", along a curve concave to the northeast having a radius of 40.0 feet and to which a radial line bears South 86°10'03" West, through a central angle of 64°10'03" a distance of 44.80 feet; thence South 68°00'00" East, 159.43 feet to the beginning of a curve concave to the northeast having a radius 950.00 feet; thence 122.41 feet southeasterly along said curve through a central angle of 07°22'58" to the **Point of Beginning**; thence leaving said Point of Beginning and said Southern line of Parcel "A", North 14°48'09" East, 1.57 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 18.00 feet and to which a radial line bears South 09°09'04" West; thence 27.65 feet northerly along said curve through a central angle of 88°00'21" to the beginning of a compound curve concave to the west having a radius of 179.00 feet; thence 147.59 feet northerly along said curve through a central angle of 47°14'33" to the beginning of a non-tangent reverse curve concave to the northeast having a radius of 57.50 feet and to which a radial line bears South 24°52'53" West; thence 44.33 feet northwesterly along said curve through a central angle of 44°10'09" to the beginning of a non-tangent reverse curve concave to the southwest having a radius of 179.00 feet and to which a radial line bears North 40°01'45" East; thence 18.25 feet northwesterly along said curve through a central angle of 05°50'26"; thence North 23°25'49" East, 39.09 feet; thence South 65°24'56" East, 0.45 feet to the beginning of a non-tangent curve concave to the north having a radius of 1.00 feet and to which a radial line bears South 24°35'04" West; thence 1.52 feet northeasterly along said curve through a central angle of 87°03'38"; thence North 25°48'33" East, 13.61 feet; thence North 70°09'21" East, 13.77 feet; thence North 19°50'39" West, 16.00 feet; thence North 70°09'21" East, 44.59 feet; thence South 75°18'58" East, 22.29 feet; thence South 44°14'21" East, 14.13 feet; thence North 46°58'04" East, 74.27 feet to the beginning of a curve concave to the northwest having a radius of 48.00 feet; thence 39.36 feet along said curve through a central angle of 46°59'03"; thence North 71°08'41" East, 37.25 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 48.00 feet and to which a radial line bears South 64°05'28" West; thence 61.11 feet southeasterly along said curve through a central angle of 72°56'47"; thence North 81°08'41" East, 48.07 feet to the beginning of a curve concave to the northwest having a radius of 18.00 feet; thence 19.23 feet northeasterly along said curve through a central angle of 61°12'47"; thence North 90°00'00" East, 34.64 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 8.90 feet and to which a radial line bears South 79°33'13" West; thence 12.82 feet southeasterly along said curve through a central angle of 82°30'48"; thence North 81°08'41" East, 117.49 feet; thence South 08°51'27" East, 367.56 feet; thence South 28°32'49" West, 149.30 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 250.00 feet; thence 168.46 feet westerly and northwesterly along said curve through a central angle of 38°36'28"; thence continuing along said curve 1.54 feet northwesterly through a central angle of 0°21'08" to the southeast corner of said Parcel "A" and the beginning of a reverse curve concave to the southwest having a radius of 250.00 feet and to which a radial line bears South 01°13'54" East; thence leaving said corner northwesterly along said curve in the southern line of said Parcel "A", 135.61 feet through a central angle of 31°04'47" to the beginning of a reverse curve concave to the north having a radius of 950.00 feet; thence 132.12 feet northwesterly along said curve through a central angle of 07°58'06" to the **Point of Beginning**.

END DESCRIPTION



MAP OF SITE AND EASEMENT PROPERTY



SB 1022 - Ground Lease

B-3

January 17, 2017

**EXHIBIT B**

**LEGAL DESCRIPTION OF EASEMENT PROPERTY**

**NAPA COUNTY JAIL PROJECT**

**EXHIBIT A  
UTILITY EASEMENT**

An easement for utilities, over that real property situated in the County of Napa, State of California, and described as follows:

**Beginning** at the point of intersection of the Southern line of Parcel "A" as shown on the parcel map entitled, "Parcel Map of a Division of the Lands of Basalt Rock Company, Inc.," filed December 21, 1979 in Book 11 of Parcel Maps at Page 11, Napa County Records, with the Eastern line of State Highway Route 12 and 29 as shown on said Parcel Map; thence along the Southern line of said Parcel "A", along a curve concave to the northeast having a radius of 40.0 feet and to which a radial line bears South 86°10'03" West, through a central angle of 64°10'03" a distance of 44.80 feet; thence South 68°00'00" East, 159.43 feet to the beginning of a tangent curve concave to the northeast having a radius 950.00 feet; thence 122.41 feet southeasterly along said curve through a central angle of 07°22'58"; thence leaving said Southern line of Parcel "A", North 14°48'09" East, 1.57 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 18.00 feet and to which a radial line bears South 09°09'04" West; thence 27.65 feet northerly along said curve through a central angle of 88°00'21" to the beginning of a compound curve concave to the west having a radius of 179.00 feet; thence 147.59 feet northerly along said curve through a central angle of 47°14'33" to the beginning of a non-tangent reverse curve concave to the northeast having a radius of 57.50 feet and to which a radial line bears South 24°52'53" West; thence 44.33 feet northwesterly along said curve through a central angle of 44°10'09" to the beginning of a non-tangent reverse curve concave to the southwest having a radius of 179.00 feet and to which a radial line bears North 40°01'45" East; thence 18.25 feet northwesterly along said curve through a central angle of 05°50'26"; thence North 23°25'49" East, 39.09 feet; thence South 65°24'56" East, 0.45 feet to the beginning of a non-tangent curve concave to the north having a radius of 1.00 feet and to which a radial line bears South 24°35'04" West; thence 1.52 feet northeasterly along said curve through a central angle of 87°03'38"; thence North 25°48'33" East, 13.61 feet; thence North 70°09'21" East, 13.77 feet; thence North 19°50'39" West, 16.00 feet; thence North 70°09'21" East, 44.59 feet; thence South 75°18'58" East, 22.29 feet; thence South 44°14'21" East, 14.13 feet; thence North 46°58'04" East, 74.27 feet to the beginning of a curve concave to the northwest having a radius of 48.00 feet; thence 39.36 feet along said curve through a central angle of 46°59'03"; thence South 84°43'15" West, 132.04 feet; thence North 08°51'19" West, 1623.01 feet to the Northern line of said Parcel "A"; thence along said Northern line, North 83°57'40" West, 285.98 feet to the northwest corner of said Parcel "A"; thence leaving said northwest corner and along the western line of said Parcel "A", South 09°41'37" East, 379.89 feet; thence South 11°07'37" East, 200.06 feet; thence South 08°21'37" East, 214.22 feet to the beginning of a curve concave to the west having a radius of 10,080.00 feet; thence 1,065.74 feet southerly along said curve through a central angle of 06°03'28" to the **Point of Beginning**.

**END DESCRIPTION**



## PARCEL TWO

BEGINNING at the southwest corner of Parcel A as shown on the map entitled, "Parcel Map a division of a portion of the Lands of Basalt Rock Company, Inc.", filed October 9, 1980 in Book 11 of Parcel Maps at page 78 in the office of the County Recorder of Napa County, State of California; thence North  $78^{\circ} 08' 07''$  East 20.03 feet; thence North  $9^{\circ} 03' 07''$  West 488.57 feet; thence South  $80^{\circ} 56' 53''$  West 40.00 feet; thence South  $9^{\circ} 03' 07''$  East 367.55 feet; thence South  $28^{\circ} 21' 00''$  West 154.23 feet to the southerly line of said Parcel A also being the beginning of a non-tangent curve concave to the north having a radius of 250.00 feet and to which a radial line bears South  $0^{\circ} 20' 28''$  East; thence 50.28 feet along said curve through a central angle of  $11^{\circ} 31' 26''$ ; thence North  $78^{\circ} 08' 07''$  East 63.62 feet to the Point of Beginning.

**End Description**



**PARCEL THREE**

Commencing at the southwest corner of Parcel A as shown on the map entitled, "Parcel Map a division of a portion of the Lands of Basalt Rock Company, Inc.", filed October 9, 1980 in Book 11 of Parcel Maps at page 78 in the office of the County Recorder of Napa County, State of California; thence South 78° 08' 07" West 63.62 feet to the beginning of a non-tangent curve concave to the north having a radius of 250.00 feet and to which a radial line bears South 11° 51' 55" East; thence 217.93 feet along said curve through a central angle of 49° 56' 44" to the **Point of Beginning** also being the beginning of a reverse curve concave to the south having a radius of 250.00 feet; thence 137.15 feet along said curve through a central angle of 31° 25' 55"; to the beginning of a reverse curve concave to the north having a radius of 950.00 feet; thence 254.53 feet along said curve through a central angle of 15° 21' 05"; thence North 68° 00' 00" West 159.43 feet to the beginning of a curve concave to the northeast having a radius of 40.00 feet; thence 44.80 feet along said curve through a central angle of 64° 10' 03" to the east line of State Highway 221; Also being the beginning of a non-tangent curve concave to the west having a radius of 10,080.00 feet and to which a radial line bears North 86° 10' 03" East; thence along said east line 91.54 feet along said curve through a central angle of 0° 31' 13"; thence leaving said east line South 68° 00' 00" East 155.92 feet to the beginning of a curve concave to the north having a radius of 1010.00 feet; thence 270.61 feet along said curve through a central angle of 15° 21' 05"; to the beginning of a reverse curve concave to the south having a radius of 190.00 feet; thence 104.23 feet along said curve through a central angle of 31° 25' 55"; thence North 38° 04' 50" East 60.00 feet to the **Point of Beginning**.

**End Description**

