

RECORDING REQUESTED BY AND
PLEASE RETURN TO:

Clerk, Board of Supervisors
for Napa County
1195 Third Street, Suite 310
Napa, California 94559

Exempt from recording fees,
Gov. Code § 27383

APNs: 057-010-010; 057-050-003; 057-010-038; 057-010-039; 046-400-016; 046-400-011

AVIGATION AND HAZARD
EASEMENT DEED

WHEREAS, Napa Sanitation District, a special district of the State of California (“**Grantor**”), is the owner of certain real property at 1515 Soscol Ferry Road in the County of Napa, State of California, commonly known as APNs: 057-010-010; 057-050-003; 057-010-038; 057-010-039; 046-400-016; 046-400-011 and which is described and depicted in Exhibit “A” attached hereto and incorporated herein by reference (the “Property”) and has leased a portion of the Property to a tenant, Dynamo Solar LLC (the “Tenant”), also known as Laketricity, that intends to use said portion for the purpose of constructing a commercial renewable energy production facility; and

WHEREAS, Tenant filed an application with the County of Napa, a political subdivision of the State of California (“**Grantee**”) to rezone a portion of the Property (APN(s) 057-010-010 and 057-050-003) from the existing zoning district of Agricultural Watershed: Airport Compatibility (AW:AC) to Public Lands: Airport Compatibility (PL:AC); a use permit for construction and operation of a commercial renewable energy production facility pursuant to Napa County Code Chapter 18.117 consisting of approximately 56-acres of floating solar panels (approximately 63,840 solar panels) on top of two of Grantor’s existing wastewater ponds to produce approximately 34.7 megawatts (MW) of direct current electricity, converted to 24.5 megawatts (MW) of alternating current electricity, construction of approximately 2-miles of electrical transmission lines, with portions constructed above and below ground, and construction of one 0.13-acre electrical substation located at the northern edge of the solar panels, and a variance to construct 42 transmission line towers at a height varying between 38.5-feet and 70-feet tall (collectively, the “Project”); and

WHEREAS, on October 15, 2024, Grantee approved the use permit, rezoning and variance for the Project subject to certain conditions of approval (collectively, the “Project Entitlements”) including a condition that requires Grantor to record, prior to the issuance of a building permit, “an aircraft overflight easement . . . that provides for aircraft operation, overflight and related noises, and for the regulation of light emissions, electrical emissions, or the release of substances such as steam or smoke which could interfere with aircraft operations.” (Reference: Condition of

Approval 6.11 of Laketricity's Floating Solar on Water Treatment Ponds project (the "Project"), as approved by the Napa County Board of Supervisors on October 15, 2024 (Application Nos. P22-00340-UP, P23-00181-ZC, and P23-00268-VAR)); and

WHEREAS, Grantor, as a means of satisfying the condition on Tenant's Project and the avigation easement requirement set forth in Napa County Code Section 18.117.040(A)(3), desires to grant to Grantee, and Grantee desires to accept, an avigation easement over those portions of Grantor's Property upon which the Project will be located (the "Easement Area"), which are more particularly described in Exhibit "B", attached hereto and incorporated herein by reference.

NOW, THEREFORE FOR GOOD AND SUFFICIENT CONSIDERATION, the receipt of which is hereby acknowledged, Grantor, hereby grants to Grantee an easement and right-of-way (the "Easement") appurtenant to the Napa County Airport ("the Airport") in, over and across the Easement Area for the unobstructed passage of aircraft in the airspace within those imaginary approach, transition, horizontal and conical zones, as defined and described in the Code of Federal Regulation (CFR), Part 77 and depicted on those diagrams attached hereto as Exhibits "C," "D," "E" and "F" and incorporated by reference herein (collectively, "Airspace"). In the event of discrepancy between CFR Part 77 and said Exhibits, the text of the former shall govern. For the purpose of this instrument, (the "Deed") the term "aircraft" shall refer to any contrivance, by whomsoever owned or operated, which is designed or used for navigation in the air.

Said Easement includes the right to cause noise, vibrations, fumes, dust, and the emission of fuel particles by the operation of aircraft in the Airspace and on the ground, but shall not include the right of any aircraft to dump or otherwise release onto the Property any non-combusted fuel or other hazardous substances.

Said Easement includes the continuing right to prohibit electrical or radio interference, glare, misleading light sources, visual impairments, and other hazards to aircraft from being created within the Easement Area. This right shall exclude any potential glare from the water stored within the existing wastewater treatment ponds.

Said Easement also includes the continuing right of Grantee to prevent the erection or growth upon the Easement Area, and permit the removal of, any building, structure, tree, or other object extending into the Airspace within the Easement Area in accordance with Chapter 11.12 of Title 11 of the Napa County Code (or successor provisions thereof), together with the right of ingress to, egress from, and passage over the Easement Area for the purpose of exercising said rights.

Grantor hereby covenants:

1. That during the life of the Easement, Grantor will not erect or permit the erection or growth of, or permit to remain upon the Easement Area any building, structure, tree, or other object extending into the Airspace, except to the extent permitted by the Project Entitlements or Chapter 11.12 of Title 11 of the Napa County Code.

2. That within a reasonable time after written notice from Grantee to Grantor which specifies with particularity the nature and extent of the interfering use, Grantor will discontinue or modify to the reasonable satisfaction of the County the interfering use of the Easement Area, if, following consultation with the Grantor, Grantee reasonably determines that the interfering use: creates electrical interference with radio communication between any installation upon the Airport and aircraft operating in or around the Airport; interferes with the ability of the operators of such aircraft to distinguish between Airport lights and other lights; impairs visibility in the vicinity of the Airport in a manner that poses a risk to Airport operations; or otherwise endangers the landing, take off, or maneuvering of aircraft in or around the Airport.

3. That Grantor, to the fullest extent permitted by law, hereby fully waives and releases any right to any cause of action that they have or may have in the future against Grantee arising out of noise, vibrations, illumination, fumes, dust or the emission of fuel particles or combustion products, that may be caused by the operation of aircraft in or around the Airport, increases in operation volume, or change in location of said operations of all kinds, now or hereafter known or used, for navigation of or flight in air. Furthermore, Grantee shall have no duty to avoid or mitigate such through physical modification of Airport facilities or establishment or modification of aircraft operational procedures or restrictions.

Grantor expressly reserves all rights and privileges in said Property that may be exercised and enjoyed without interference with the Easement and the foregoing covenants.


This grant of the Easement shall not operate to deprive the Grantor, their successors or assigns, of any rights which any of them may from time to time have against any carrier, private operator or Napa County in relation to negligent or unlawful operation of aircraft or the Airport.

This grant of the Easement and all rights, covenants, waivers, and reservations pertaining thereto or reserved therefrom shall run with the land and are binding upon Grantor and their heirs, executors, administrators, successors and assigns, and shall inure to the Grantee, its successors and assigns, for the use and benefit of the public until such time as the Airport shall cease to be used for public Airport purposes, or the Project has been decommissioned in accordance with an approved decommissioning plan, whichever is earlier.

DATED this 11TH day of SEPTEMBER, 2025.

GRANTOR:

By:



Andrew Damron, General Manager
Napa Sanitation District

ACKNOWLEDGMENT

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

State of California

County of Napa)

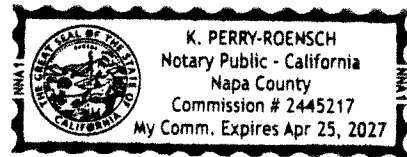
On September 11, 2025, before me, K. Perry-Roensch, Notary Public,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature K PerryRoensch (Seal)



APN 057-010-010; 057-050-003; 057-010-038 SFAP with APN 057-010-039

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by that certain AVIGATION AND HAZARD EASEMENT DEED dated _____, 2025, from the NAPA SANITATION DISTRICT, to NAPA COUNTY, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of said Napa County on _____, 2025, and Grantee consents to recordation thereof by its duly authorized officer.

Dated _____, 2025

ANNE COTTRELL, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Sabrina Wolfson</u> Deputy County Counsel</p> <p>Date: <u>August 26, 2025</u> <u>136847.3</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By _____</p>
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NOTARIZATION

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

STATE OF CALIFORNIA)
COUNTY OF NAPA) ss.

On _____ before me, _____, personally
appeared _____

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

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

WITNESS my hand and official seal.

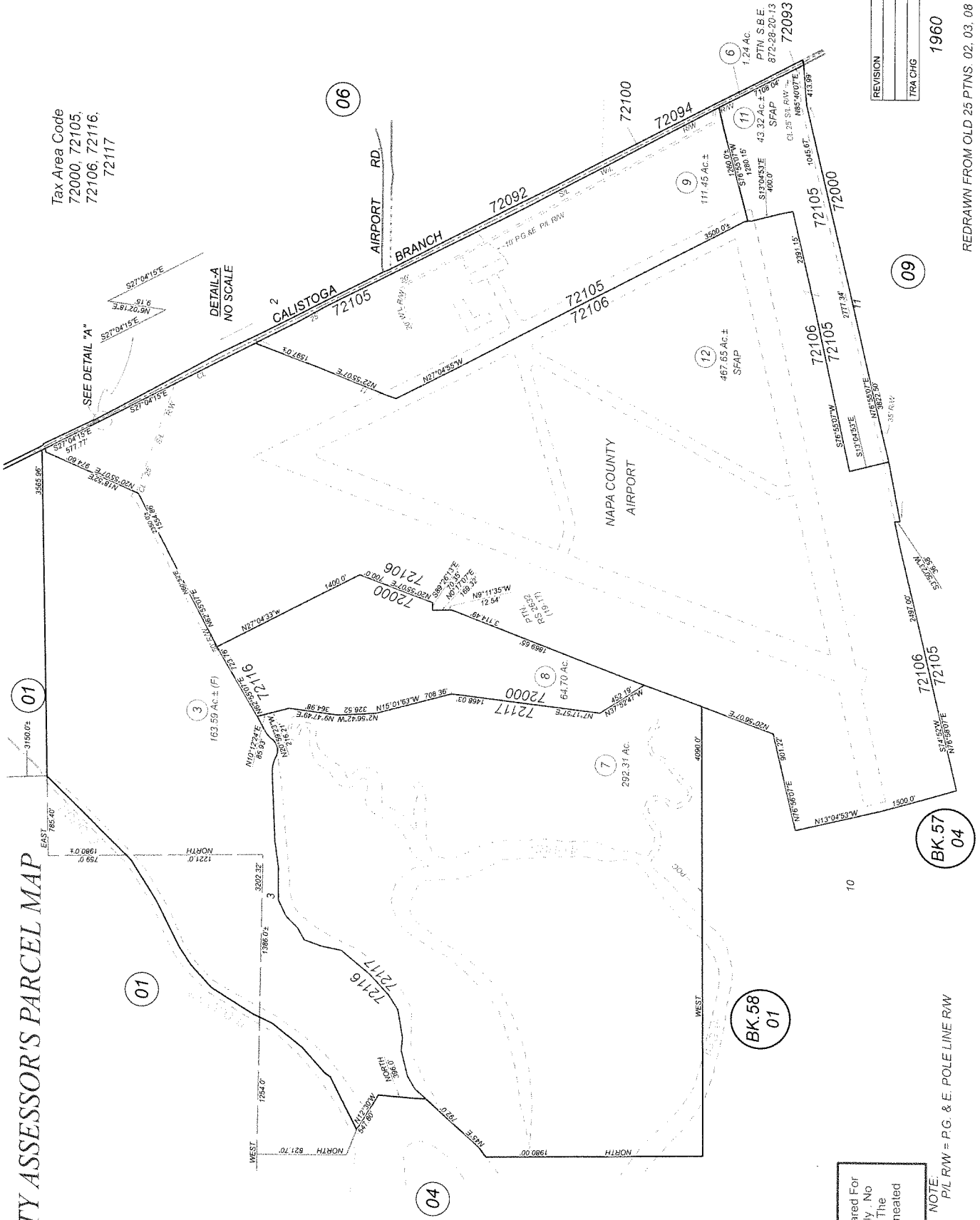
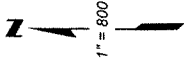
Notary Public

EXHIBIT "A"

NAPA COUNTY ASSESSOR'S PARCEL MAP

57-05

Tax Area Code
72000, 72105,
72106, 72116,
72117



NOTE: This Map Was Prepared For
Assessment Purposes Only. No
Liability Is Assumed For The
Accuracy Of The Data Delineated
Hereon.

NOTE

PL RW = P.G. & E. POLE LINE RW

REVISION	DATE
TRA CHG	06-13-05
	06-14-05
	12-31-23

1960 57-05
REDRAWN FROM OLD 25 PTNS. 02, 03, 08 & 09

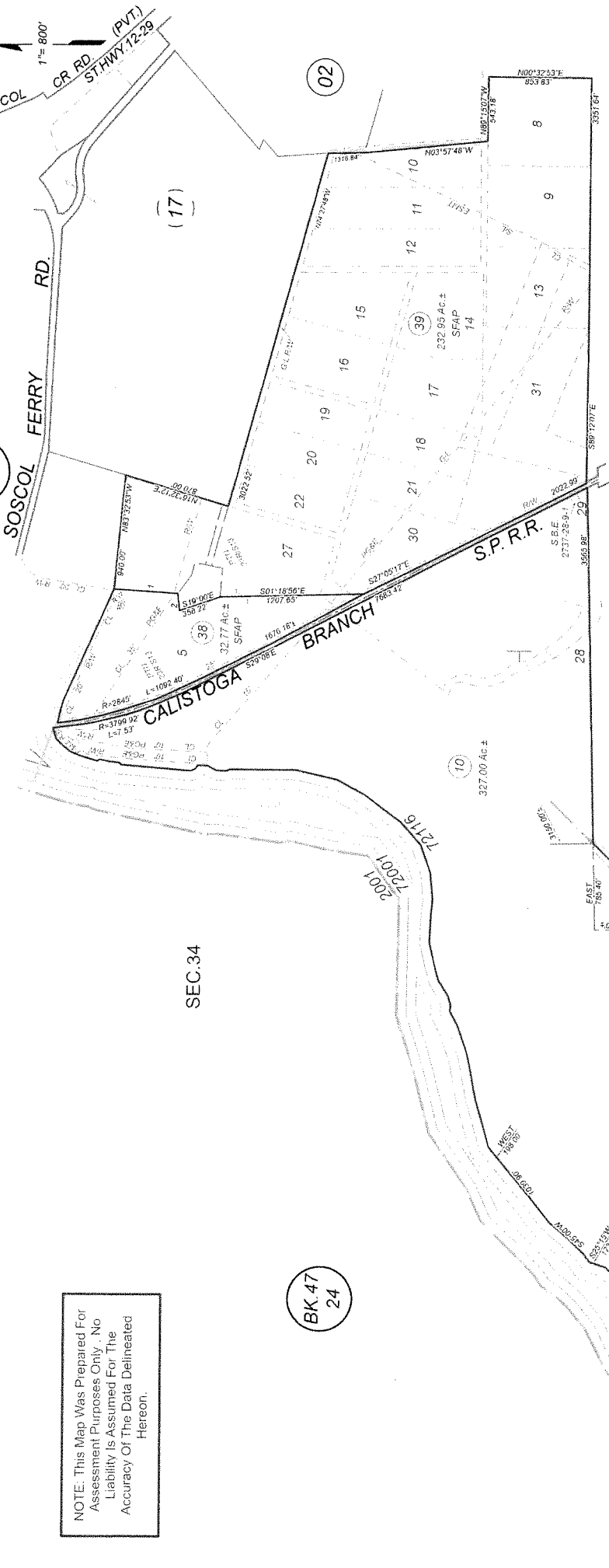
NAPA COUNTY ASSESSOR'S PARCEL MAP

57-01
OLD Bk. 25-01,
07

Tax Area Code
72116

1"= 800'
CR RD
ST HWY 12-29
(PV1.)

BK. 46
40



1.	S05°32'27"W	520.00'
2.	S85°00'W	142.71'

REVISION	DATE
	05-25-83
	06-21-84
	03-01-85
	07-23-08
010-38 & 39 LSE	
TRA CHG	12-31-21
TRA CHG	12-31-23

SEC.2 1960

Thompson's Soscol Ranch Subd.
Lots 8-22 & 27-29 R.M. Bk. 1 Pg. 56

57-01

NOTE: This Map Was Prepared For
Assessment Purposes Only. No
Liability Is Assumed For The
Accuracy Of The Data Delineated
Hereon.

SEC.34

SEC.3

BK. 47
24

04

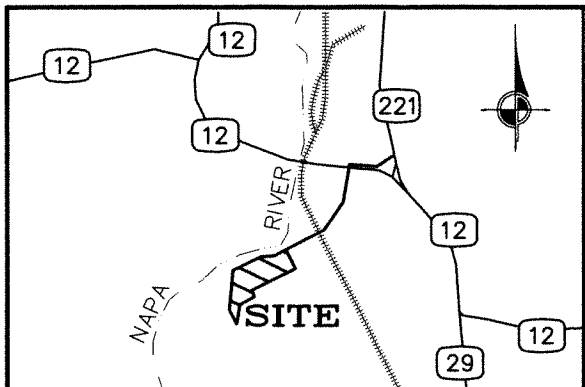
05

06

02

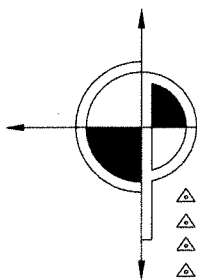
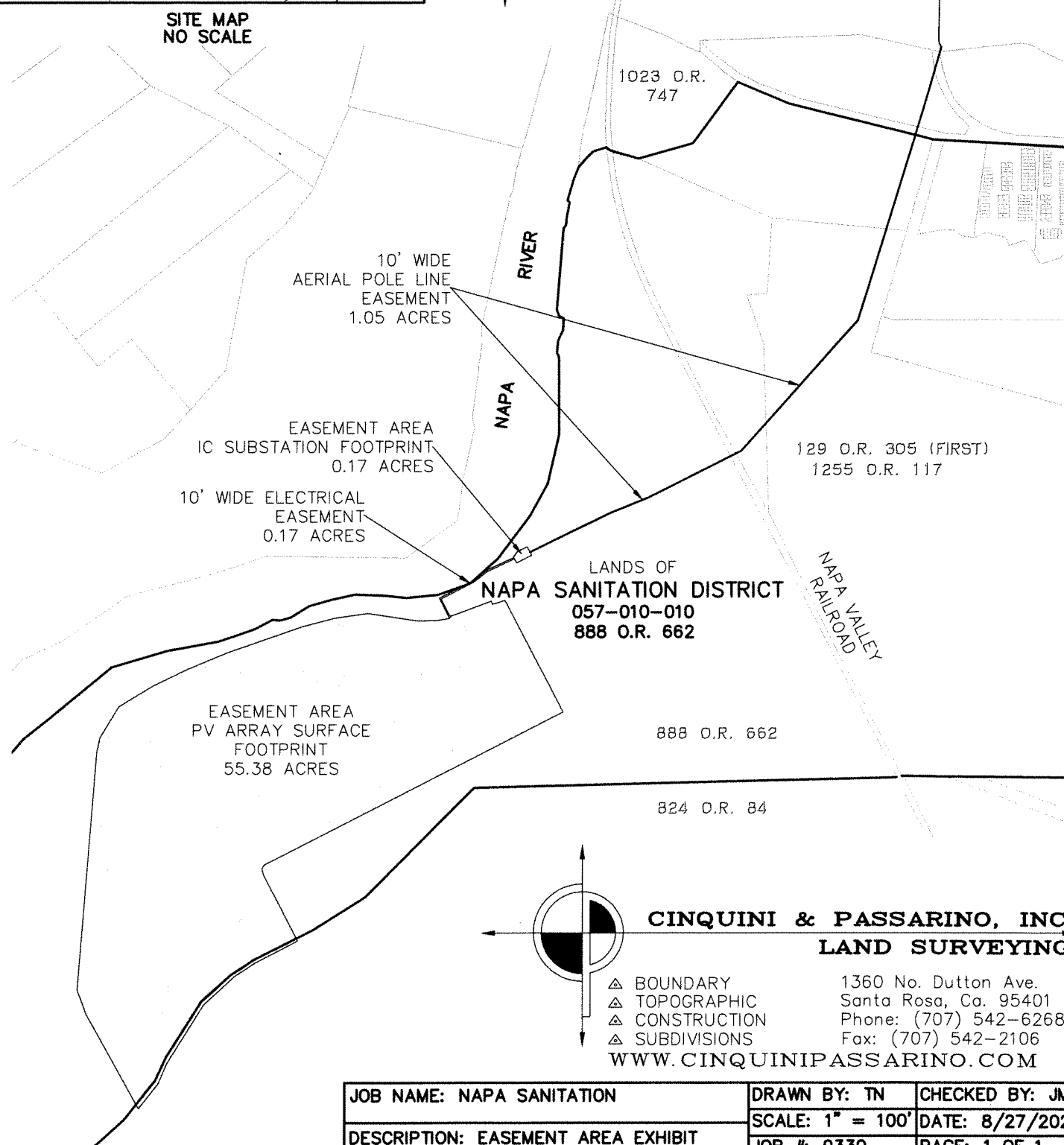
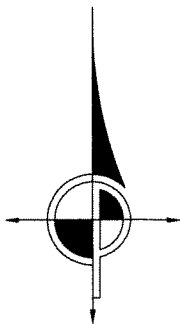
EXHIBIT 'B'

EASEMENT AREA



SITE MAP
NO SCALE

0 1000' 2000'



CINQUINI & PASSARINO, INC.
LAND SURVEYING

- △ BOUNDARY
- △ TOPOGRAPHIC
- △ CONSTRUCTION
- △ SUBDIVISIONS

1360 No. Dutton Ave.
Santa Rosa, Ca. 95401
Phone: (707) 542-6268
Fax: (707) 542-2106

WWW.CINQUINIPASSARINO.COM

JOB NAME: NAPA SANITATION	DRAWN BY: TN	CHECKED BY: JMD
DESCRIPTION: EASEMENT AREA EXHIBIT	SCALE: 1" = 100'	DATE: 8/27/2025
	JOB #: 9330	PAGE: 1 OF 1

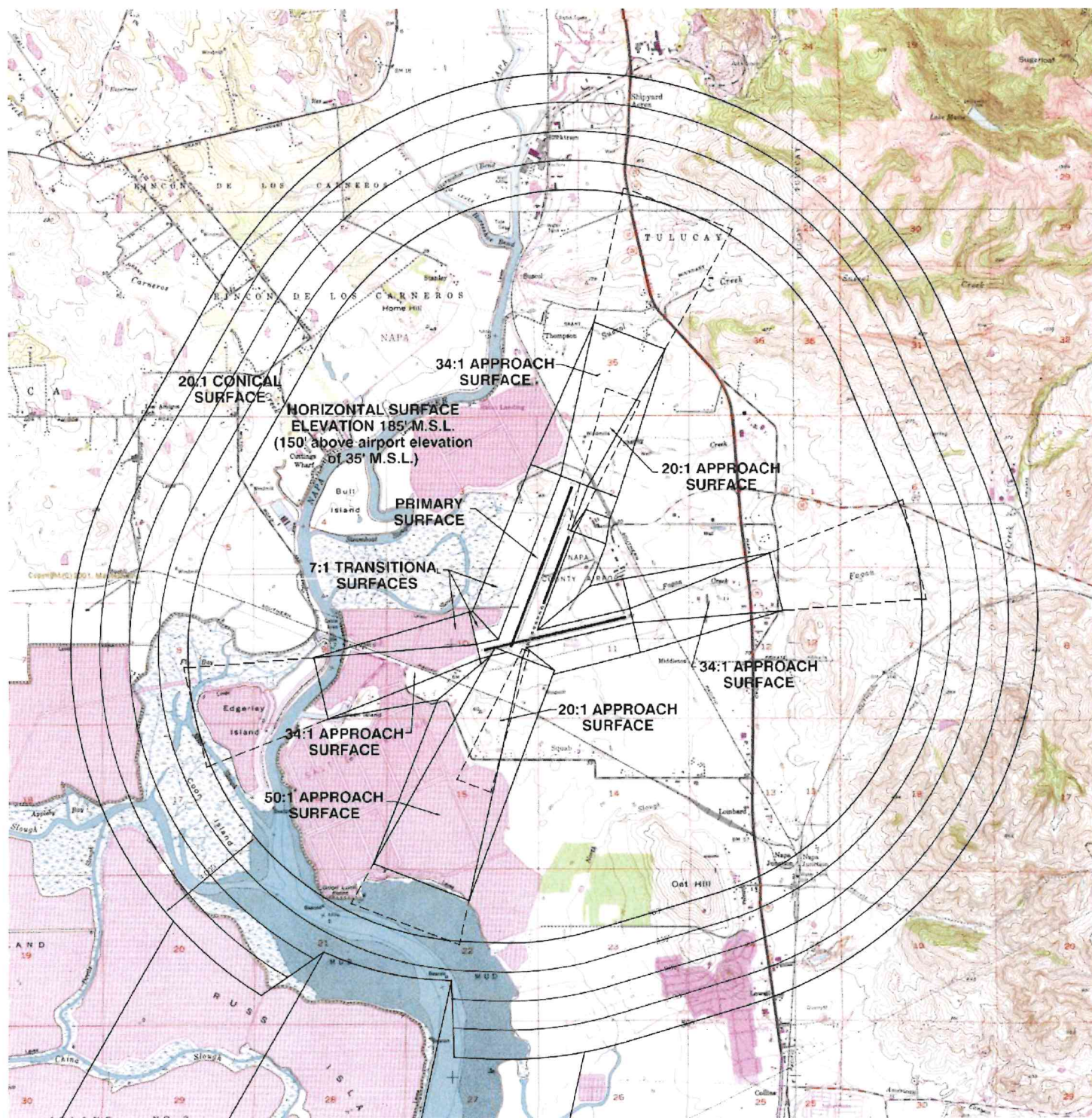


EXHIBIT - C
NAPA COUNTY AIRPORT
 NAPA, CALIFORNIA

AIRSPACE PLAN

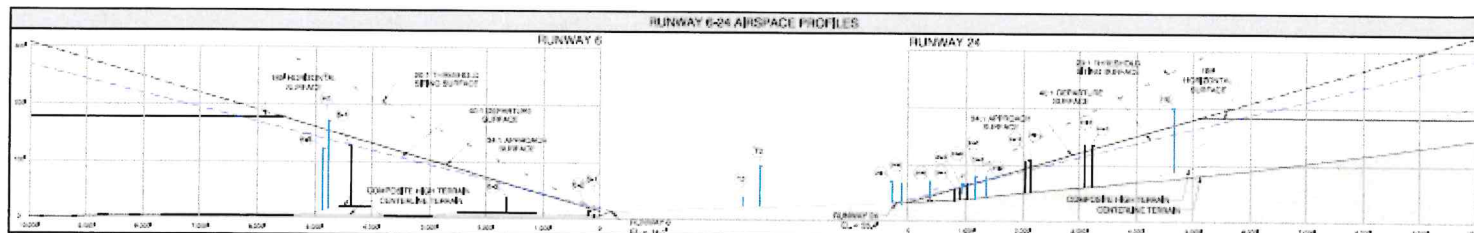
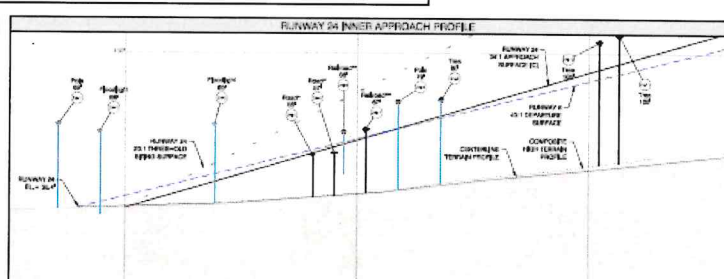
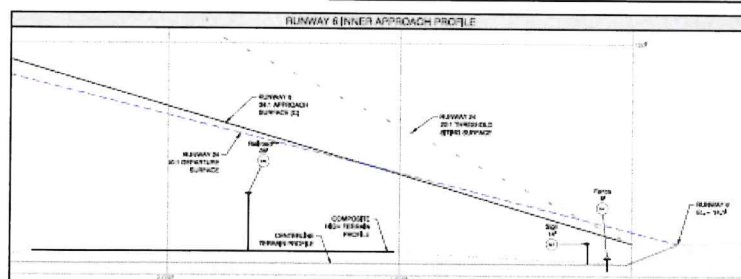
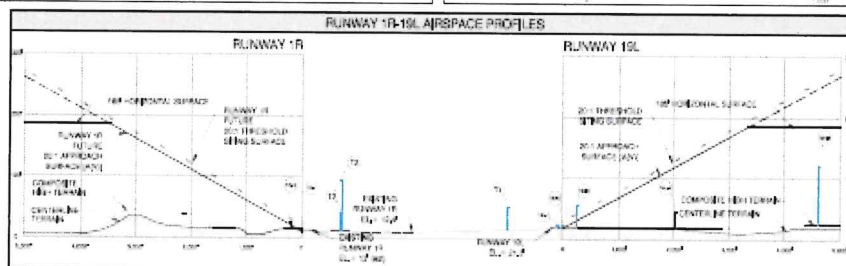
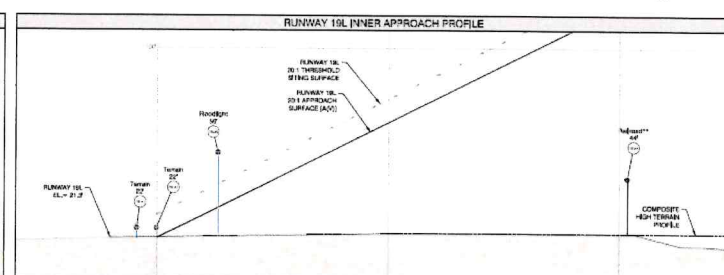
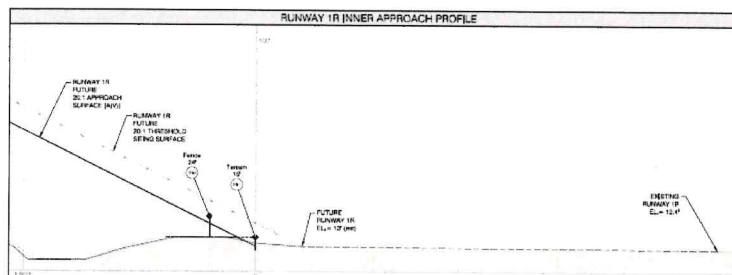
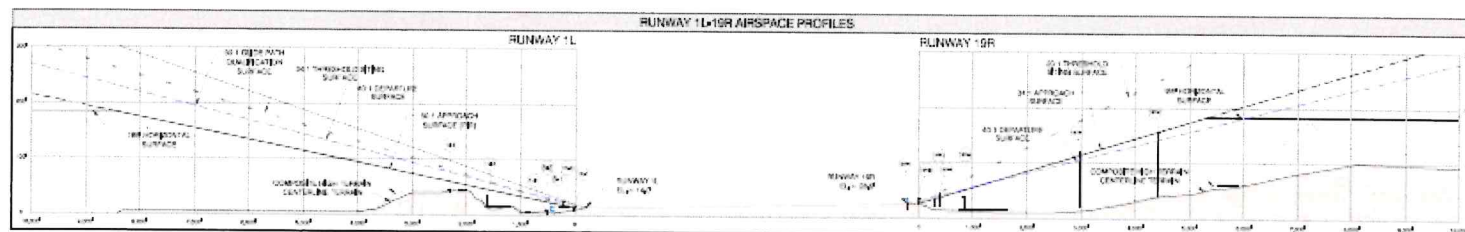
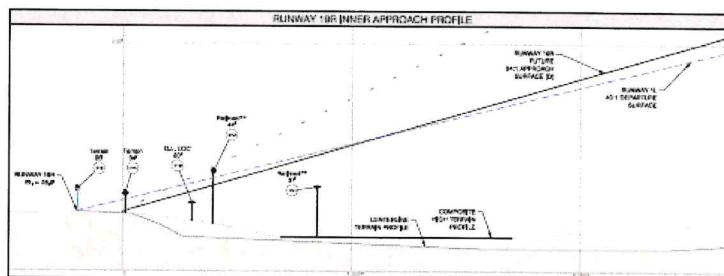
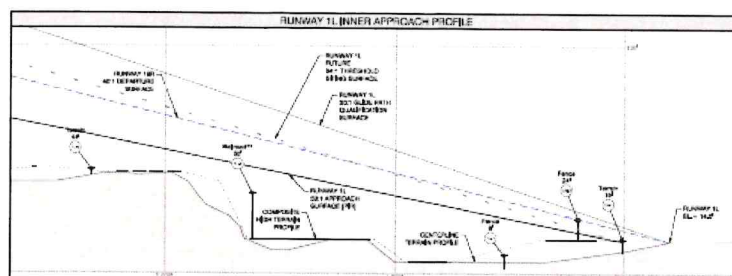
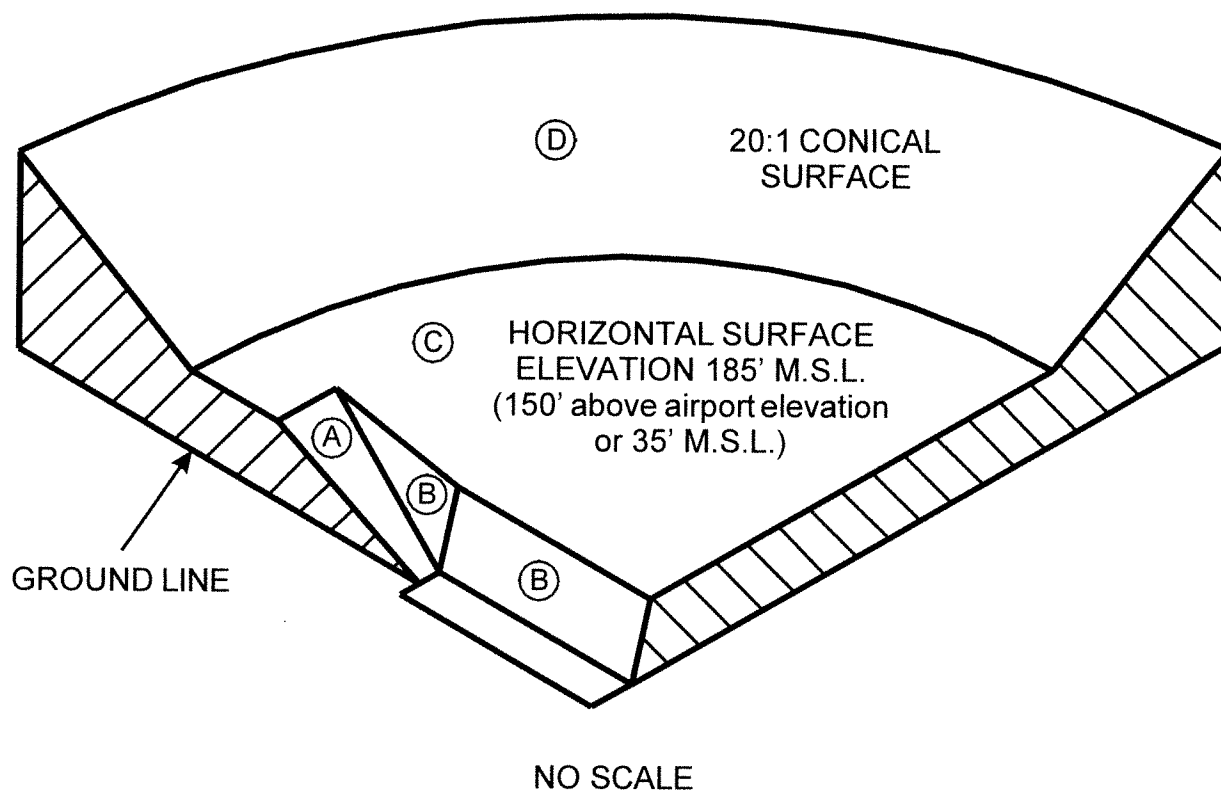


EXHIBIT -D
NAPA COUNTY AIRPORT
NAPA, CALIFORNIA

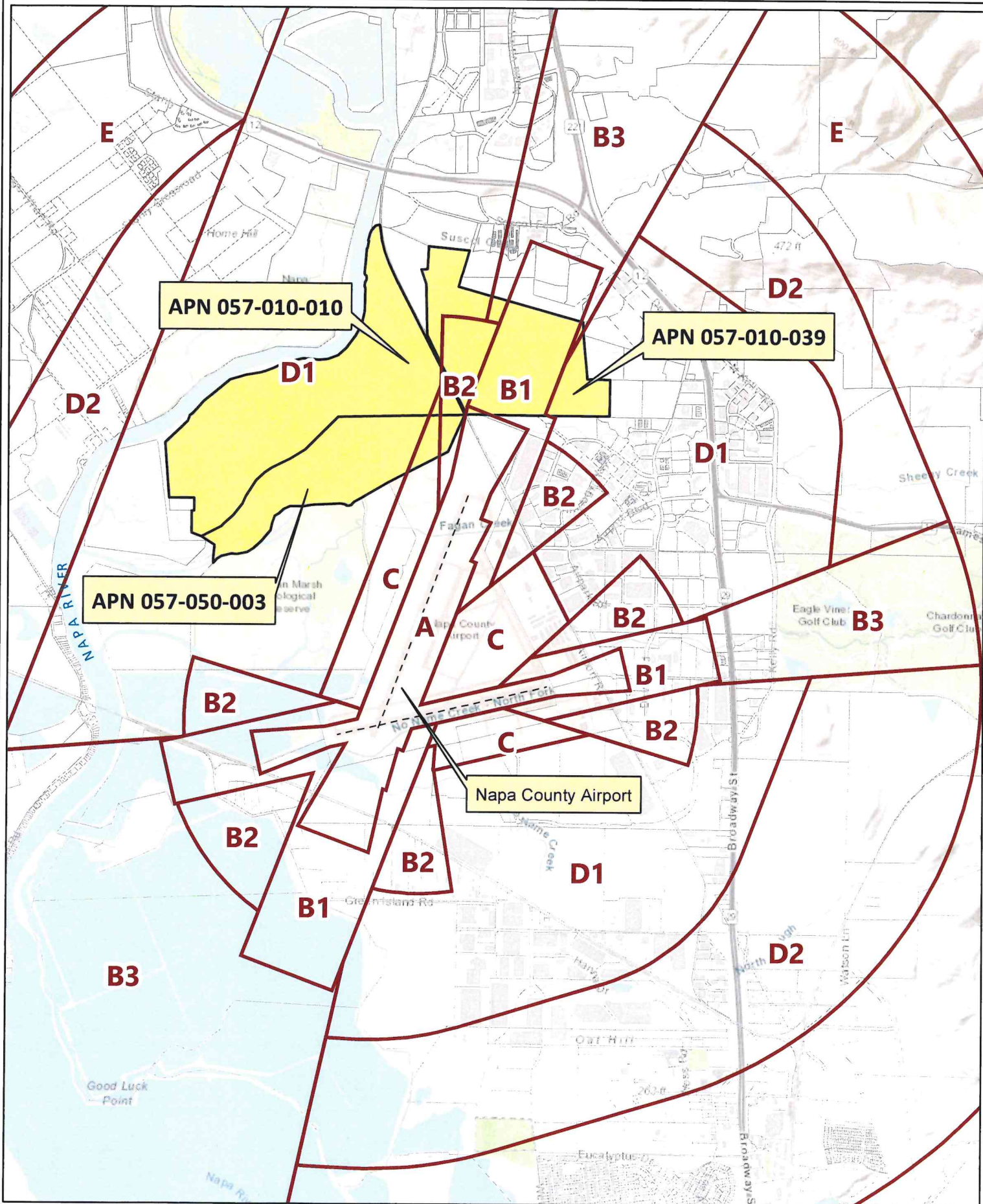
APPROACH SURFACE DETAIL



- A - PRECISION INSTRUMENT APPROACH ZONE - SLOPE 50:1
NON-PRECISION INSTRUMENT APPROACH ZONE - SLOPE 34:1
- B - TRANSITION ZONES - SLOPE 7:1 - EXTENDS 5,000' FROM EDGE OF OUTER SECTION
- C - HORIZONTAL ZONE EXTENDS 10,000' FROM END OF RUNWAYS
- D - CONICAL ZONE EXTENDS 4,000' FROM EDGE OF HORIZONTAL ZONE

EXHIBIT - E

ISOMETRIC VIEW OF AIRPORT SAFETY ZONES



Horizontal Datum: NAD 83,
CA State Plane Coordinates,
Zone II, feet

Disclaimer: This map was prepared for informational
purposes only. No liability is assumed for the accuracy
of the data delineated hereon.

Compatibility Plan **Napa County Airport** **Exhibit "F"**



0 700 1,400 2,800'

Napa County PBES Dept. [2025-03-18]