

**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AGREEMENT NO. 270007B (FC)**

FIRST AND OXBOW EASEMENT AGREEMENT

This First and Oxbow Easement Agreement (this “Agreement”) is made as of _____, _____, 2026, by and between the Napa County Flood Control and Water Conservation District (“District”), a special district of the state of California, and Foxbow Development, LLC, Foxbow 1, LLC, and Timothy L. Herman Survivors Trust (collectively, the “Developer”).

RECITALS

WHEREAS, the District is the owner of certain real property (“District Property”) located in the City of Napa, County of Napa, State of California, as more particularly set forth in Exhibit A shown as Parcel B, APN 003-241-005, and Parcel E, APN 003-242-001, attached hereto and incorporated herein by reference; and

WHEREAS, the Developer is the owner of certain real property (Developer Owned Parcels”), bearing the APNs 003- 235-003, -004, -005, and -006, and 003-241-003 and -006, adjacent to the District Property and also more particularly set forth in Exhibit A; and

WHEREAS, the City of Napa is the beneficial owner of the land currently constituting the public street called Water Street; and

WHEREAS, on April 2, 2024, the City of Napa City Council adopted Resolution R2024-031 which authorized the conditional abandonment of Water Street generally between Soscol Avenue and McKinstry Street, as more particularly described and depicted in Exhibit C, attached to this Agreement and incorporated herein by this reference; and

WHEREAS, after the complete abandonment of Water Street by recordation of Resolution R2024-031, which the City of Napa City Manager is authorized to do after Developer completes certain actions as outlined in Exhibit C, said section of Water Street will revert to the owners of the real property fronting said section of Water Street, in a pro rata allocation based upon the frontage of land owned along the abandoned section of Water Street, bounded on either side of each respective parcel by the extended property lines which are perpendicularly oriented to Water Street, and through to the centerline of Water Street, and ending at the centerline of Water Street; and

WHEREAS, the District anticipates it will become *de facto* owner of a section of the abandoned Water Street land adjacent to APN 003-241-005 and APN 003-242-001 following said recordation of Resolution R2024-031 (“District Water Street Area”); and

WHEREAS, the District and Developer each have respective desires and objectives for the use and benefit which will result from the abandonment of the Water Street land by the City of Napa; and

WHEREAS, on April 15, 2008, the District and the City of Napa entered into Agreement 324 (FC) regarding the realignment of Lawrence Street and the associated exchange of property; and

WHEREAS, under Agreement 324 (FC) the City of Napa will grant the old Lawrence Street right-of-way to the District after which the District will grant the new Lawrence Street right-of-way to the City of Napa; and

WHEREAS, a 12' wide portion of the old Lawrence Street right-of-way is adjacent to parcels with APNs 003-235-005 and -006 which are currently owned by Developer ("Old Lawrence ROW"); and

WHEREAS, on October 02, 2012, the District entered into Agreement 420 (FC) with James Jensen Jr. under which the District agreed to grant the 12' wide portion of Old Lawrence ROW to James Jensen Jr., or his successor, after it is granted to the District by the City of Napa; and

WHEREAS, Developer is recognized as the successor to James Jensen, Jr. due to Developer now owning the adjacent property previously held by James Jensen, Jr. when agreement 420 (FC) was executed; and

WHEREAS, on June 02, 2023, the District and Developer entered into Agreement 230439B (FC); and

WHEREAS, Developer has had a change in named ownership of Developer Owned Parcels since execution of Agreement 230439B (FC); and

WHEREAS, District and Developer mutually agree to a Grant Deed, transferring approximately 2' x 90' from APN 003-241-005 to APN 003-241-006 (the "First Grant Deed"); and

WHEREAS, District and Developer mutually agree to an Access and Utility Easement for a portion of APN 003-241-005 and the adjacent portion of Water Street; and

WHEREAS, District and Developer mutually agree to an Access and Utility Easement for a portion of Water Street adjacent to APN 003-241-001 and;

WHEREAS, it is the intent of the parties that this Agreement replace and supersede any other agreement or agreements, oral or written, that the District may have with Developer with respect to the subject matter covered by this Agreement, including Agreement 230439B.

TERMS

NOW, THEREFORE, DISTRICT and DEVELOPER hereby agree to an exchange of easements and constructed improvements in accordance with the terms and conditions set forth herein:

1. Term of Agreement:

A. The term of this Agreement shall commence on the date first above written and terminate upon transfer of the property interests herein described. Notwithstanding the foregoing, the insurance obligations contained in section 6. shall survive such termination and continue for the life of the easement. This Agreement constitutes the entire agreement between the District and Developer relating to the subject of this Agreement. This Agreement supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof. The performance of this Agreement constitutes the entire consideration for the exchange of the property interests.

2. Developer Obligations:

A. Developer shall keep access open to and improve the existing parking lot on APN 003-242-001 south of Water Street per the RSA plan, Exhibit B, District Parking Lot. Developer shall provide final plans for the improvements to the District for approval.

B. Developer shall submit to the District for approval the final plans and specs for the construction of the shared use path/access way between First Street and Water Street (“the Path”) and the proposed Water Street improvements as well as the general civil construction plans for the hotel project. The Path shall be open to the public and designed to meet the requirements for width and slope of an ADA walkway and vehicular access road and shall be constructed, maintained, and kept open to the public at all times at the sole cost and expense of Developer. The City of Napa has final approval of the plans per the Conditions of Approval.

C. Developer shall obtain an approval letter from the City of Napa Director of Public Works or the City Manager confirming acceptance of the Path and shall provide indication of this approval in writing to District. Approved improvement plans will satisfy this requirement.

D. Developer shall, within 30 days of receiving the recorded deeds, transfer funding in the amount of \$70,000 to the District. District shall use this funding to support riparian restoration, bank stabilization, flood protection, recreation improvements, or similar projects on District Property. District reserves the right to utilize the easement areas for the purposes of implementing above referenced projects with appropriate and timely notice provided to Developer, and in alignment with the approved design intent of the hotel project.

E. Developer shall draft deed and legal description necessary for the Grant Deed and submit them to District for written approval prior to recordation.

F. Developer shall draft deeds and legal descriptions necessary for the easements and submit them to District for written approval prior to recordation.

G. Developer shall ensure that District is afforded access over the private portion of Water Street to access its parcel and improvements.

3. District Obligations:

A. After receiving the approval from the City of Napa per section 2.C., and a copy of the recorded street abandonment per Resolution R2024-031 District shall:

1) Sign and record the Access and Utility Easement Deed to a portion of APN 003-241-005 and the adjacent portion of Water Street in the form of Exhibit D attached hereto and incorporated herein by reference; and

2) Sign and record the Access and Utility Easement Deed for a portion of Water Street adjacent to APN 003-242-001 in the form of Exhibit E attached hereto and incorporated herein by reference; and

3) Sign and record the Grant Deed in the form of Exhibit G for the 2' strip of property on APN 003-241-005.

B. After receiving the quitclaim of Old Lawrence Street from the City of Napa, the District shall convey the quitclaim deed to the 12' wide strip of property on a portion of APN 003-235-007 to the Developer in the form of Exhibit F.

C. District shall not unreasonably prevent or delay recording the Grant Deeds or Easements.

D. If parcels with APNs 003-242-008 and -009 are developed and filled, District shall, after or concurrently, demolish the existing parking lot on 003-242-001 and place fill on that parcel to elevation 19.6' in the NAVD 1988 datum. If a riverfront trail is constructed as part of development of APNs 003-242-008 and -009, District shall, on APN 003-242-001, construct, or cause to be constructed, a trail connection between the Path and the new riverfront trail.

4. Notices:

A. Any notice or other communication under this Agreement shall be in writing and either served personally, sent by prepaid, first-class mail, addressed to the other party at the following addresses, or by electronic transmission:

District: Napa County Flood Control and
Water Conservation District
804 First Street
Napa, CA 94559-2623
Email: flooddistrict@countyofnapa.org

Developer: James B. Leamer
c/o Foxbow Development, LLC
485 Technology Way
Napa, CA 94558
Email: jbleamer@gmail.com

Copy to:
Stratus Development Partners, LLC
17 Corporate Drive, Suite 200
Newport Beach, CA 92660
Email: dwood@stratusdev.com

5. Indemnification:

A. To the fullest extent permitted by law, Developer shall indemnify, hold harmless, release, and defend District, its elected and appointed officials, officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs, and liabilities of any nature (collectively, "Liability") that may be asserted by any person or entity including Developer arising out of Developer's acts or omissions hereunder, including the acts or omissions of Developer's employees, agents, or contractors, related to the Developer's use of District Property and District Water Street Area (collectively the "Premises", or Developer's failure to comply with the terms set forth herein, excepting only Liability due to the sole negligence or willful misconduct of District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Developer under Worker's Compensation, disability, or other employee benefit acts, or the terms, applicability, or limitations of any insurance held or provided by Developer and shall continue to bind the parties after expiration or termination of this Agreement.

6. Insurance:

A. As a requirement prior to beginning improvements or construction, and not as a requirement for recording this Agreement or any of the Grant Deeds or Easements identified herein, the District will be provided with a certificate of Additional Insured on the master policy per the Lender's requirements. If the initial certificate(s) provided expire at the end of construction, Developer will also ensure that the District is provided with insurance certificates meeting the requirements below from the development operator, or other appropriate entity, related to the ongoing use of the easements by Developer or its successor. Without limiting Developer's indemnification obligations in Section 5. of this Agreement, Developer will procure and maintain throughout its use of the Access Easements the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Developer, its agents, employees, or subcontractors:

- 1) General Liability Policy. Commercial General Liability Insurance (CGL) at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of \$1,000,000 (ONE MILLION DOLLARS) covering bodily injury and property damage; General Aggregate limit of \$2,000,000 (TWO MILLION DOLLARS); Products and Completed Operations Aggregate limit of \$2,000,000 (TWO MILLION DOLLARS) and Personal & Advertising Injury limit of \$2,000,000 (TWO MILLION DOLLARS), written on an occurrence form. If a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.
- 2) Automobile Liability Policy. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles and all vehicles used in the performance of this Agreement, including the loading thereof, with minimum coverage of not less than \$1,000,000 (ONE MILLION DOLLARS) per accident, combined single limit for bodily injury and property damage liability.
- 3) Workers' Compensation. Workers' Compensation insurance meeting statutory limits of the Labor Code, and; Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000 (ONE MILLION DOLLARS). The workers' compensation policy will contain or be endorsed to contain a waiver of subrogation against the District, its officials, officers, agents, and employees.
- 4) Pollution Liability Insurance. Developer Pollution Liability insurance covering liability to the District imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of services and any physical property damage, bodily injury or death resulting there from, with a limit of not less than \$5,000,000 (FIVE MILLION DOLLARS) per claim and in the aggregate. Insurance shall include legal defense coverage for the loading and unloading of waste at District sites and non-owned disposal sites; coverage for release or spill while in transit; and coverage for pollution conditions at non-owned disposal site.
- 5) Endorsements. The CGL, pollution liability and automobile liability policies will contain or be endorsed with the following provisions:
 - a) The District, its officers, elected or appointed officials, employees, volunteers, and agents, are covered as additional insureds for liability arising out of the operations performed by or on behalf of Developer. The coverage will contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, volunteers, and agents.

- b) The Developer's insurance is primary and non-contributory with respect to all obligations assumed by Developer pursuant to this Agreement or any other services provided. Any insurance carried by District shall not contribute to, or be excess of insurance maintained by Developer, nor in any way provide benefit to Developer, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.
- c) The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured.

6) All Policies.

- a) For all insurance policies required under this Agreement, Developer will furnish the District with Additional Insured certificates and original endorsements effecting the required coverage when placed. Each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to District, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the District. The endorsements will be on forms provided by District or as approved by District's Risk Manager.
- b) Any deductible or self-insured retention of \$100,000 (ONE HUNDRED THOUSAND DOLLARS) or more will be disclosed to the District Agreement prior to District granting the Access Easements and is subject to approval by the District.
- c) If Developer fails to procure and maintain the insurance coverage types or limits, or any portion thereof, as specified herein, the District, in its sole discretion, may terminate any contract, including without limitation this Agreement, between the Developer and the District.
- d) Unless otherwise agreed by the parties, Developer shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Developer as an additional insured on all such coverages. Evidence thereof shall be furnished as the Developer may reasonably request.
- e) If any of the insurance required to be maintained by Developer pursuant to this Insurance section contains aggregate limits which apply to operations of the Developer other than those operations which are the subject of this Agreement, and such limits are diminished by more than

\$250,000 after any one or more incidents, occurrences, claims, settlements, or judgments against such insurance, Developer shall take immediate steps to restore such aggregate limits or shall maintain other insurance protection for such aggregate limits.

- B. The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Developer.

7. Hazardous Materials:

- A. Developer shall not cause or permit any hazardous material (as defined herein) to be generated, brought onto, used, stored, released, or disposed of on, under, about, or within the Access Easements by Developer, or its employees, agents, contractors, tenants, sub-tenants, or invitees or other third parties.
- B. If either party becomes aware of any actual or threatened release of hazardous materials on, under, or about the Access Easements or any inquiry, investigation, proceeding, or claim by any agency or person regarding the presence of hazardous materials on, under, or about the Access Easements, that party shall give the other party written notice of the same within five (5) days of learning of it and shall simultaneously furnish the other party copies of any claim, notices of violation, reports, or other writings received.
- C. To the fullest extent permitted by law, Developer shall, with counsel reasonably acceptable to District, indemnify, defend, release, and hold harmless District, its elected and appointed officials, officers, agents, and employees, from any and all Liability arising out of or resulting from Developer's use or storage of any hazardous materials on the Access Easements, the release of any hazardous material in or about the Access Easements or the violation of any environmental law by Developer, its employees, agents, contractors, tenants, sub-tenants, or invitees. This indemnification obligation shall survive the expiration or termination of this Agreement.
- D. If the presence of any hazardous material brought onto the Access Easements by Developer or Developer's employees, agents, contractors, tenants, sub-tenants, and/or invitees results in contamination of the Access Easements, Developer shall promptly take all necessary actions, at Developer's sole cost and expense, to return the Access Easements to the condition that existed prior to the introduction of such hazardous material. Developer shall first obtain the District's written approval of the proposed remediation action. Remediation shall not limit Developer's indemnification obligation set forth above.
- E. As used herein, hazardous materials shall mean any hazardous or toxic substance, material, or waste that is or becomes regulated by the federal, state, or local government, including:
 - 1) "Hazardous substances" and "pollutants and contaminants" as defined in CERCLA, 42 USC §§960114 and (33) and regulations issued pursuant thereto;

- 2) "Extremely hazardous substances," "hazardous chemicals," and "toxic chemicals" as defined in the Emergency Planning and Community Right to Know Act, 42 USC §§1102(a), 1121(e) and 1122(c) and regulations issued pursuant thereto;
- 3) "Hazardous chemicals" within the meaning of OSHA's Hazard Communication Rules, 29 CFR §1910.1200;
- 4) Any such materials regulated under state or local environmental laws and regulations similar to the foregoing federal authorities listed in 7.E.a. – 7.E.c. above; and
- 5) Any materials not covered by, or exempted from, the sources listed in subsections a.-d. above that may nevertheless pose a threat to human health or welfare or to the environment including, without limitation, petroleum, including crude oil or any fraction thereof, radon, PCB's, radioactive material, toxic pesticides and herbicide, volatile solvents, or materials containing asbestos and/or formaldehyde.

8. General Provisions:

- A. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
- B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
- C. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.
- D. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
- E. Successors. All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- F. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

- G. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.
- H. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.
- I. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, District and Developer have respectively signed and sealed this Agreement as of the day and year first above written.

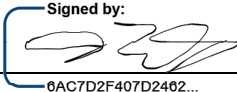
DISTRICT:

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district of the State of California

By _____
SCOTT SEDGLEY,
Chairperson of the Board of Directors


DEVELOPER:

FOXBOW DEVELOPMENT, LLC

By _____

Signed by:
6AC7D2F407D2462...
Name: JB Leamer
Title: Managing Member


DEVELOPER:

FOXBOW 1, LLC

By _____

DocuSigned by:
77783E44D41B43D...
Name: Tim Herman
Title: Managing Member

DEVELOPER:

TIMOTHY L. HERMAN SURVIVORS TRUST

By _____

DocuSigned by:
77783E44D41B43D...
Name: Tim Herman
Title: Trustee

<p>APPROVED AS TO FORM District Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: 04/08/2026</p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Secretary of the District Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District Board</p> <p>By: _____</p>
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EXHIBIT A

Current Property Boundaries

EXHIBIT A

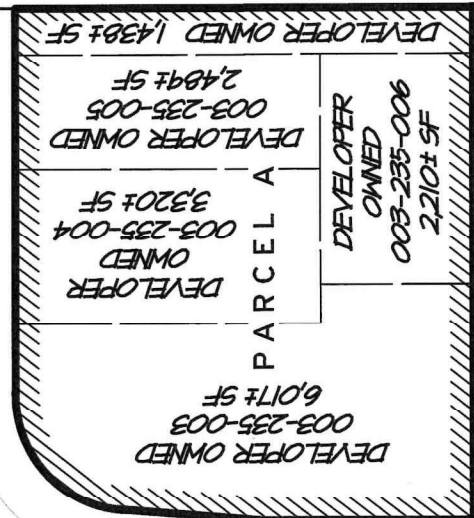
NAPA CALIFORNIA

NAPA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
003-235-001
3,499± SF

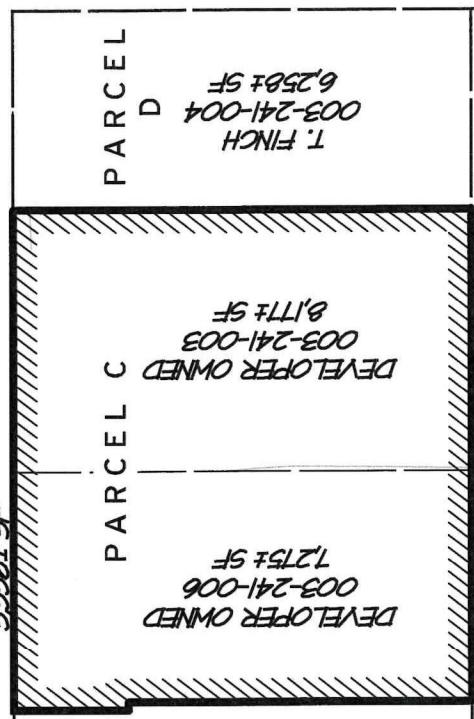
FIRST STREET

NAPA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
003-241-005
3,556± SF

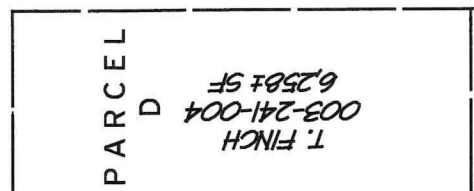
EXHIBIT A
CITY OF NAPA
003-235-002
(NOT A PART OF PROJECT)
129± SF



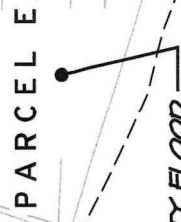
LAWRENCE STREET



MCKINSTRY STREET



PARCEL F
933 WATER STREET LLC
003-242-008



NAPA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
003-242-001
5,072± SF



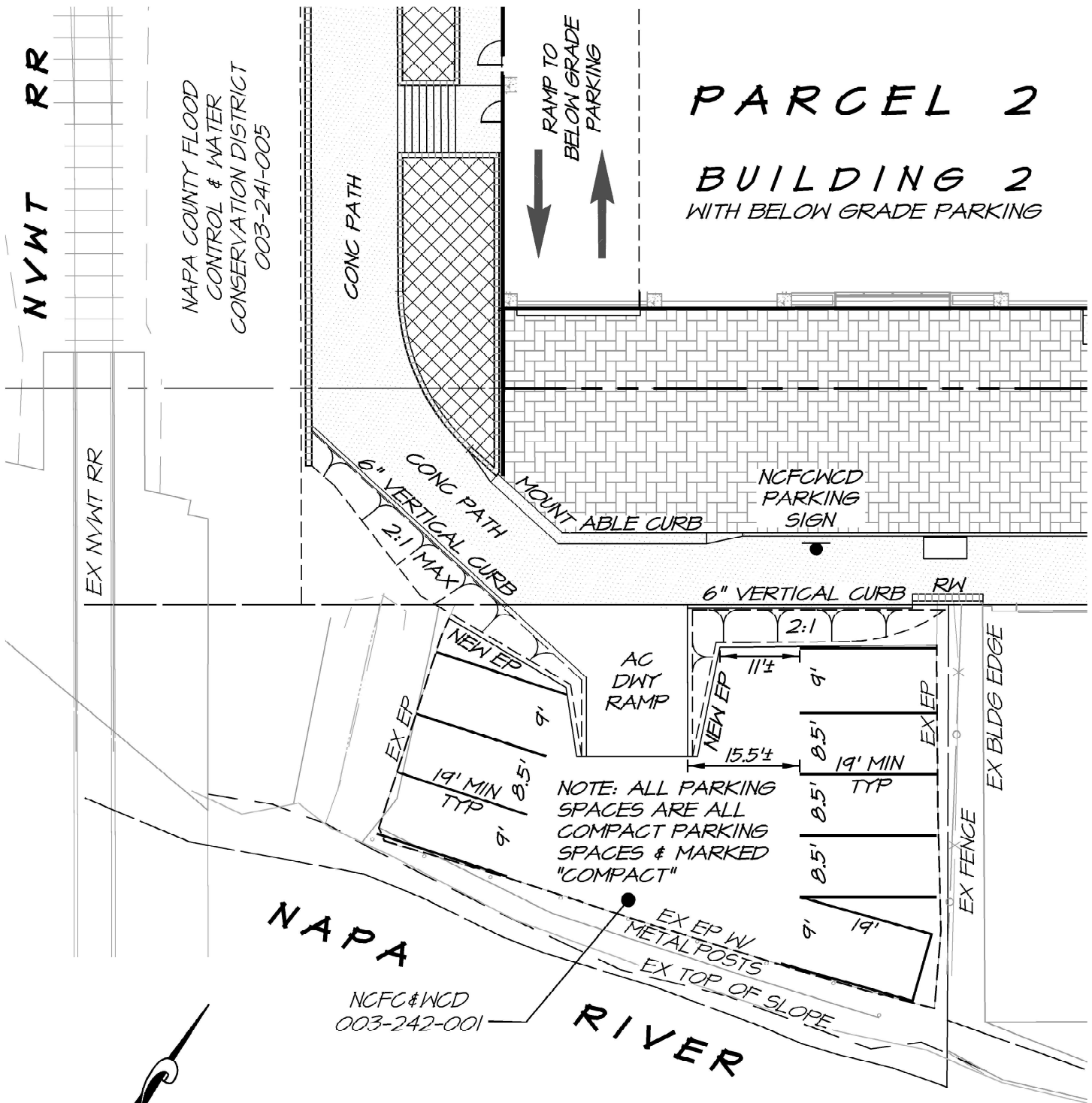
1515 FOURTH STREET
NAPA, CALIF. 94559
OFFICE | 707 | 252.3301
+ www.RSAcivil.com +

RSA+ | CONSULTING CIVIL ENGINEERS + SURVEYORS + | 1980

5/21/19 4115470.0.15 MC INTENDED/rev_cur prop including

EXHIBIT B

Parking Plan Improvements



FLOOD CONTROL DISTRICT WATER STREET PARKING PLAN

SCALE: 1"=20'

GRAPHIC SCALE



(IN FEET)
1 inch = 20 FT



1515 FOURTH STREET
NAPA, CALIF. 94559
OFFICE | 707 | 252.3301
+ www.RSAcivil.com +

EXHIBIT C

Water Street Abandonment Resolution

RESOLUTION R2024-031

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPA, STATE OF CALIFORNIA, (1) AUTHORIZING THE CONDITIONAL ABANDONMENT OF PORTIONS OF WATER STREET IN SUPPORT OF THE FIRST AND OXBOW HOTEL PROJECT (PL22-0137) LOCATED ON THE PARCELS BOUND BY SOSCOL AVENUE, FIRST STREET, MCKINSTRY STREET, AND WATER STREET, (2) DECLARING THAT THE WATER STREET EASEMENT AREA IS EXEMPT SURPLUS LAND IN ACCORDANCE WITH THE SURPLUS LAND ACT, AND (3) DETERMINING THAT THE ACTIONS AUTHORIZED BY THIS RESOLUTION WERE ADEQUATELY ANALYZED BY A PREVIOUS CEQA ACTION

WHEREAS, the portions of Water Street located between Soscol Avenue and McKinstry Street (the "Subject Easement") were created with the filing of the map of Cornwell's Addition to Napa City on March 11, 1852; and

WHEREAS, Stratus Development Partners, LLC (the "Developer") has submitted an application for the development of the First and Oxbow Hotel Project, Project No. PL22-0137, (the "Project") within the two-block area bound by Soscol Avenue, First Street, McKinstry Street, and Water Street (APNs 003-235-003, 003-235-004, 003-235-005, 003-235-006, 003-241-003 and 003-241-006), and;

WHEREAS, Developer has requested that the City abandon the Subject Easement in order to incorporate the Subject Easement into the Project; and

WHEREAS, the conditional abandonment of the Subject Easement was previously approved by the City Council on November 17, 2020 through the adoption of Resolution No. R2020-137 in support of the hotel project entitlements approved by Resolution No. R2020-134; and

WHEREAS, the Subject Easement is not necessary for public right-of-way purposes and is excess to the City's needs, provided that a Public Utility Easement is reserved to accommodate existing public utilities and a Public Pedestrian Access Easement is reserved to accommodate a path of public access to the Napa River, as proposed; and

WHEREAS, the City has published and posted the notices required by Streets and Highways Code Sections 8322 and 8323; and

WHEREAS, the Project falls within the scope of the Downtown Napa Specific Plan Program (DNSP) Final Environmental Impact Report (DNSP FEIR) certified by the City Council on May 1, 2012 (SCH #2010042043), as documented in the 2020

Addendum prepared for the original project and the January 2024 Addendum prepared for the revised project and on file with the City Clerk, and no further environmental review is required under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15162, 15164 and 15168 as documented in the 2020 and 2024 Addendums; and

WHEREAS, the City must comply with Government Code Sections 54220-54234 (the "Surplus Land Act") prior to taking any action to vacate the Subject Easement; and

WHEREAS, the Surplus Land Act does not apply to the disposition of property if the property is exempt surplus land as defined in Government Code Section 54221 (f)(1); and

WHEREAS, Government Code Section 54221 (f)(1)(E) defines exempt surplus land to include land that is former street, right-of-way, or easement; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City Staff, and any information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Napa, as follows:

1. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the City Council's adoption of this Resolution.

2. The City Council hereby determines that the potential environmental impacts of the Project were adequately analyzed and addressed within the scope of the Downtown Napa Specific Plan Program (DNSP) Final Environmental Impact Report (DNSP FEIR) certified by the City Council on May 1, 2012 (SCH #2010042043), as documented in the 2020 Addendum prepared for the original project and the January 2024 Addendum prepared for the revised project and on file with the City Clerk, and no further environmental review is required under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15162, 15164 and 15168 as documented in the 2020 and 2024 Addendums.

3. The City Council hereby declares that the Subject Easement area is exempt surplus land as defined in Government Code Section 54221 (f)(1)(E) of the Surplus Land Act Guideline because the Subject Easement is a former street, right-of-way, or easement.

4. The City Council hereby authorizes staff to submit a copy of this Resolution to HCD in accordance with the Surplus Land Act Guidelines.

5. The City Council hereby finds, based on the evidence summarized in this Resolution, and pursuant to California Streets and Highways Code Section 8324, that the Subject Easement, as described on Exhibit A and shown on Exhibit B attached hereto and incorporated herein by reference, is unnecessary for present or prospective public use, subject to the reservation of a Public Utility Easement and Public Pedestrian Access Easement as described in Exhibit A and shown on Exhibit B attached hereto and incorporated herein by reference (collectively, the "Public Service Easements").

6. The City Council hereby vacates and abandons the Subject Easement as more particularly described on Exhibit A and shown on Exhibit B, reserving therefrom the Public Service Easements more particularly described on Exhibit A and shown on Exhibits B, attached hereto and made a part hereof, subject to the following conditions:

A. Developer shall ensure the completion of conveyances of reciprocal access easements amongst the adjoining property owners so that no parcel of land is landlocked by the herein described abandonment and vacation, and access to all parcels fronting the Subject Easement is assured, and Developer shall provide City evidence of the recordation of said reciprocal access easements.

B. Developer shall grant any additional easement rights to any public utility agency as may be required by such public agency in order to protect or access any utilities or facilities affected by the abandonment and vacation of the Subject Easement not already accommodated by the reservation of the Public Utility Easement as described herein provided any such additional grant of easement rights does not interfere with Developer's Project.

C. Developer shall remove the necessary existing public street improvements and construct the revised public street frontage improvements consisting of curb, gutter, sidewalk, and a driveway approach or alternative band of hard surface material at the easterly limit of the Subject Easement as necessary to distinguish the transition from a public street to a private street.

D. Developer shall disconnect and properly cap or reconnect all public utilities located within the Subject Easement but outside of any reserved utility easements including, but not limited to, distribution mains, service lines, meters, light poles, and hydrants, and developer shall deliver all above ground utility facilities to the utility owner.

7. Upon satisfaction of the conditions set forth in Section 6 of this Resolution, the City Manager or authorized designee is hereby authorized to record this Resolution in the Office of the County Recorder of the County of Napa and, upon said recordation, the Subject Easement described on Exhibit A and shown on Exhibit B shall no longer constitute a public street or highway, but will remain subject to the reservation of the Public Service Easements described on Exhibit A and shown on Exhibit B.

8. The City Council hereby authorizes the City Manager or authorized designee to execute all related documents and take all actions necessary to implement the abandonment and vacation of the herein described Subject Easement, and to implement the actions authorized by this resolution.

9. This Resolution shall supersede in its entirety Resolution R2020-137.

10. This Resolution shall take effect immediately upon its adoption.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Napa at a public meeting of said City Council held on the 2nd day of April, 2024, by the following vote:

AYES: Alessio, Painter, Narvaez, Sedgley

NOES: None

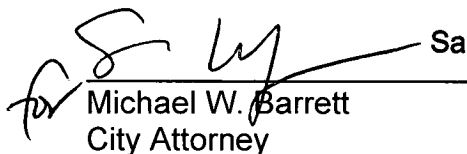
ABSENT: None

ABSTAIN: None

RECUSED: Lueros

ATTEST: 
Tiffany Carranza
City Clerk

Approved as to form:


Michael W. Barrett
City Attorney

Sabrina S. Wolfson, Asst. City Attorney

4916
Water Street
09-08-2020

Exhibit A

An abandonment of two portions of the Right-of-Way of Water Street in the City of Napa, said portions described as follows:

Portion One: **Beginning** at the southeast corner of Block 2 as shown on the map entitled Cornwell's Addition to Napa City, recorded March 11, 1852 in Book B of Deeds at Page 143, Napa County Records; thence westerly along the northern line of Water Street to a point 30 feet from the southwest corner of said Block 2; thence southerly and perpendicular to said north line 60 feet, more or less, to the southern line of Water Street as shown on said map; thence easterly along said southern line to the prolongation of the eastern line of said Block 2; thence north along said prolongation to the **Point of Beginning**.

Together with:

Portion Two: **Beginning** on an easterly prolongation of the north line of Water Street into Lawrence Street to the point 12 feet easterly of the southeast corner of Block 3 as shown on the map entitled Cornwell's Addition to Napa City recorded March 11, 1852 in Book B of Deeds at Page 143, Napa County Records; thence westerly along said prolongation and north line of Water Street to the eastern line of Soscol Avenue per Soscol Avenue Improvement Plans, Drawing No. S-7896 on file in the City of Napa Public Works Department; thence southerly along said eastern line of Soscol Avenue to the southern line of Water Street as shown on said map; thence easterly along said southern line of Water Street to the southerly prolongation of the eastern line of said Block 3; thence continuing along said southerly line of Water Street 12 feet; thence north parallel with said prolongation to the **Point of Beginning**

Reserving therefrom the southern 40.50 feet of Portion One for public uses a Public Utility Easement in, on, over, across, under and through for Public Utility purposes including existing and future electric, gas, communication facilities and all other public utility purposes; together with any and all appurtenances thereto, including the right from time to time to trim and cut down and clear away or otherwise control any trees or brush. The servient tenement owner shall not construct any building, well, or structure of any kind on the Public Utility Easement provided that the servient tenement owner shall not be prohibited from constructing any paving surfaces for vehicles or pedestrians.

Also reserving therefrom the southern 40.50 feet of Portion One for public uses as a Public Pedestrian Access Easement in, on, over, across, and through for Access purposes together with any and all appurtenances thereto, including the right from time to time to trim and cut down and clear away or otherwise control any trees or brush. The servient tenement owner shall not construct any building, well, or structure of any kind on the Public Pedestrian Access Easement provided that the servient tenement owner shall not be prohibited from constructing any paving surfaces for vehicles or pedestrians.

End Description


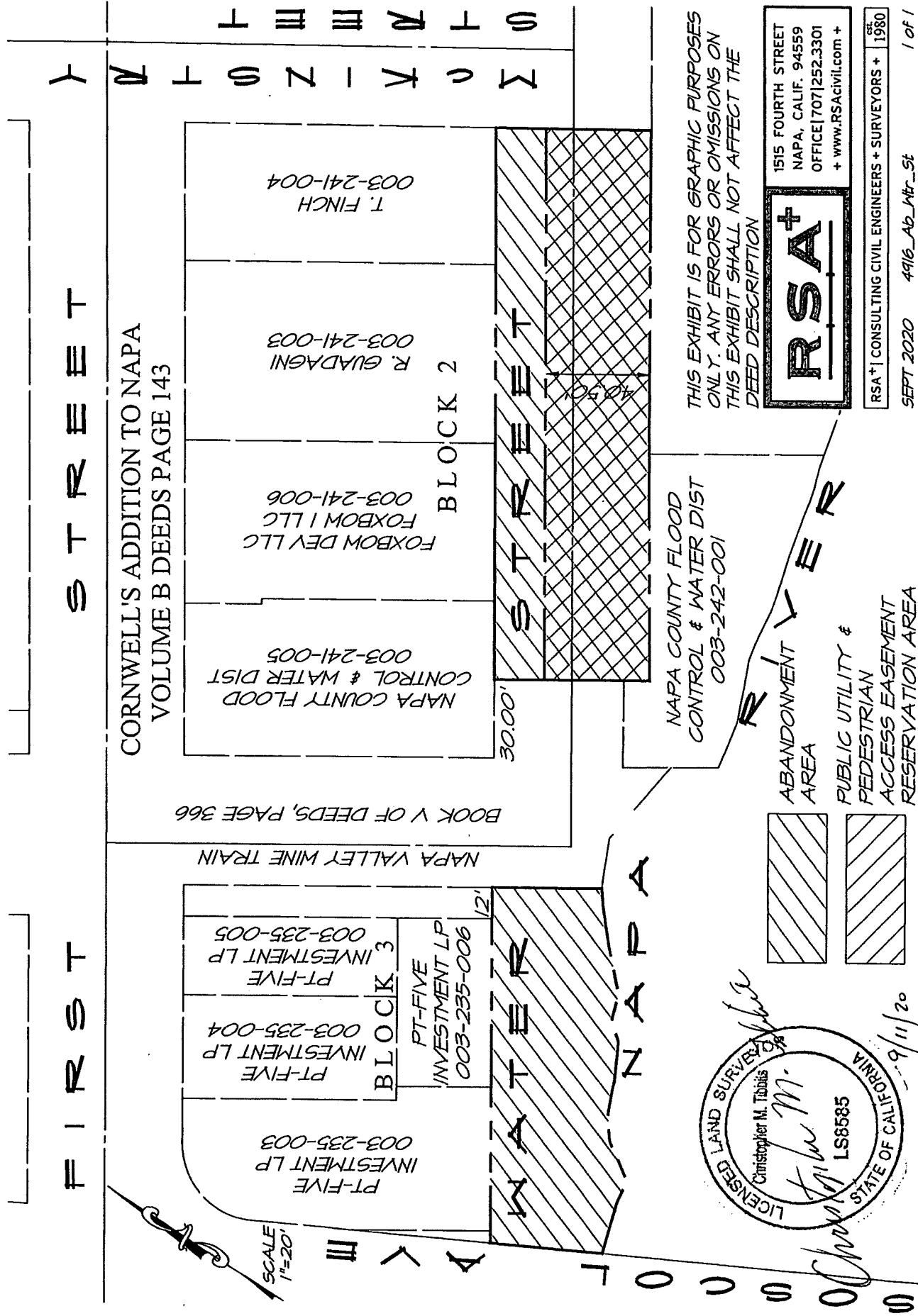


EXHIBIT B

CITY OF NAPA CALIFORNIA



THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION

**1515 FOURTH STREET
NAPA, CALIF. 94559
OFFICE | 707 | 252.3301
+ www.RSACivil.com +**

1980

1980

SEPT 2020 4916_Ab_Wtr_St 1 of 1

9/11/20

LS8585

Christopher M. Tibbitts

LICENSED LAND SURVEYOR

STATE OF CALIFORNIA

EXHIBIT D

Access and Utility Easement Deed

On a portion of 003-241-005 and adjacent Water Street

RECORDING REQUESTED BY:

Napa County Flood Control and Water Conservation District

WHEN RECORDED MAIL TO:

Napa County Flood Control and Water Conservation District
804 First Street
Napa, CA 94559

The undersigned grantee hereby declares this instrument to be exempt from Recording Fees (Govt. Code §§ 6103 and 27383) and Documentary Transfer Tax (Revenue and Taxation Code §11922). ***Government Agency Acquiring Title***

APN: 003-241-005

Space Above This Line for Recorder's Use

ACCESS AND UTILITY EASEMENT DEED

THIS GRANT OF ACCESS EASEMENT dated as of _____, 20__, by the **NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a special district of the State of California, ("Grantor") to **FOXBOW DEVELOPMENT, LLC, FOXBOW 1, LLC, AND TIMOTHY L. HERMAN SURVIVORS TRUST**, ("Grantee") for an Access and Utility Easement on the land described in Exhibit "A" and depicted in Exhibit "B," attached hereto and made a part hereof by this reference (the "Access Easement Area") and as follows:

An Access and Utility Easement for the purpose of constructing, maintaining, inspecting, repairing, and replacing the proposed improvements shown in Grantee's development plans titled "HOTEL OXBOW" and dated February 9, 2026, including the right to generally access Grantee's constructed improvements adjacent to the Access Easement area. Grantor reserves for itself and its heirs and assigns, the right to use said easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or plant any trees, landscaping, vegetation, or other obstruction within said easement area, or construct any fences without Grantor's written approval.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the date set forth below.

GRANTOR:

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
RICHARD M. THOMASSER,
District Manager

Date: _____

APPROVED AS TO FORM
Office of District Counsel
By: Shana A. Bagley
Date: 04/08/2026
[Doc No. 13114364]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **Civil Code 1189(a)**

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

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

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

EXHIBIT A

Legal Description

5609
5609_Access-East_EX-A
03-09-2026

Exhibit A
Private Access and Utility Easement

Being a portion of Lot 2, Block 2, as shown on that certain map entitled "Plan of Cornwell's Addition to Napa City" recorded March 11, 1892 in Book B of Deeds at Page 143, Napa County Records, State of California; said portion described as follows:

BEGINNING at the point that bear North 57° 42' 52" East 30.00 feet from the southwest corner of Lot 2, Block 2, as shown on that certain map entitled "Plan of Cornwell's Addition to Napa City" recorded March 11, 1892 in Book B of Deeds at Page 143, Napa County Records, State of California; thence North 32° 24' 15" West 119.98 feet to the southeast line of First Street; thence along said southeast line for First Street North 57° 41' 45" East 28.23 feet; thence leaving said southeast line of First Street South 32° 16' 31" East 119.99 feet to the northwest line of Water Street; thence leaving said northeast line of Water Street South 32° 16' 31" East 19.50 feet; thence South 57° 42' 52" West 27.92 feet; thence North 32° 24' 15" West 19.50 feet to the POINT OF BEGINNING.

End description

Basis of Bearing being the bearing of North 27° 28' 15" West between the found monuments along the centerline of Soscol Avenue as shown on 53 Record of Survey 67/68.

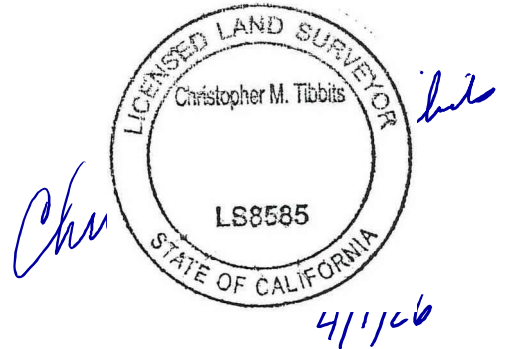
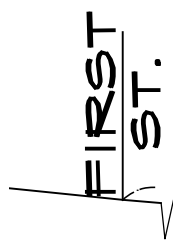


EXHIBIT B

Plat Map

BASIS OF BEARINGS

THE BEARING OF NORTH 27°28'15" WEST BETWEEN THE FOUND MONUMENTS ALONG THE CENTERLINE OF SOSCOL AVENUE AS SHOWN ON 53 RS 67169.



N27°28'15" W 180.53'
SOSCOL AVENUE
T.M.V.N.

FIRST STREET

N57°41'45"E
28.23'

LANDS OF
NAPA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
APN 003-241-005

N32°24'15" W 119.98'

EASEMENT AREA
3,916 SF
0.09 ACRES

S32°16'31" E 119.99'

LANDS OF
FOXBOB DEVELOPMENT,
LLC et al
APN 003-241-006

N57°42'52"E
30.00'

30.00'
P.O.B.

N57°42'52"E
127.95'

127.95'

19.50'

19.50'

S57°42'52" W 27.92'

N57°42'52"E

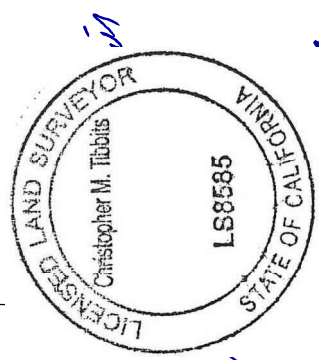
WATER STREET

LANDS OF
NAPA COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT
003-242-001

LANDS OF
933 WATER LLC
003-242-008

1"=30'

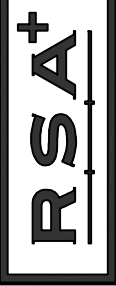
THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION



LANDS OF
THOMAS WRAY
FINCH 2014 TRUST
APN 003-241-004

LANDS OF
FOXBOB DEVELOPMENT,
LLC et al
APN 003-241-003

EXHIBIT B



1515 FOURTH STREET
NAPA, CALIF. 94559
OFFICE | 707.252.3301
+ www.RSACivil.com +

RSA+ | CONSULTING CIVIL ENGINEERS + SURVEYORS + 1980

MARCH, 2026

5650_ACCESS-EAST_EX-B | OF 1

EXHIBIT E

Access and Utility Easement Deed
on Water Street adjacent to 003-242-001

RECORDING REQUESTED BY:

Napa County Flood Control and Water Conservation District

WHEN RECORDED MAIL TO:

Napa County Flood Control and Water Conservation District
804 First Street
Napa, CA 94559

The undersigned grantee hereby declares this instrument to be exempt from Recording Fees (Govt. Code §§ 6103 and 27383) and Documentary Transfer Tax (Revenue and Taxation Code §11922). **Government Agency Acquiring Title**

APN: 003-242-001

Space Above This Line for Recorder's Use

ACCESS AND UTILITY EASEMENT DEED

THIS GRANT OF ACCESS EASEMENT dated as of _____, 20__, by the **NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a special district of the State of California, ("Grantor") to the **FOXBOW DEVELOPMENT, LLC, FOXBOW 1, LLC AND TIMOTHY L. HERMAN SURVIVORS TRUST**, ("Grantee") for an Access and Utility Easement on the land described in Exhibit "A" and depicted in Exhibit "B," attached hereto and made a part hereof by this reference (the "Access Easement Area") and as follows:

An Access and utility Easement for the purpose of constructing, maintaining, inspecting, repairing, and replacing the proposed improvements shown in Grantee's development plans titled "HOTEL OXBOW" and dated February 09, 2026, including the right to generally access Grantee's constructed improvements adjacent to the Access Easement area. Grantor reserves for itself and its heirs and assigns, the right to use said easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or plant any trees, landscaping, vegetation or other obstruction within said easement area, or construct any fences without Grantor's written approval.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the date set forth below.

GRANTOR:

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
a special district of the State of California

By: _____
RICHARD M. THOMASSER,
District Manager

Date: _____

APPROVED AS TO FORM
Office of District Counsel
By: *Shana A. Bagley*
Date: 04/08/2026
[Doc No. 13114364]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code 1189(a)

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

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

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

EXHIBIT A

Legal Description

5609
5609_Access-Water-St_EX-A
04-01-2026

Exhibit A
Private Access and Utility Easement

Being a portion of Lot 2, Block 2, as shown on that certain map entitled "Plan of Cornwell's Addition to Napa City" recorded March 11, 1892 in Book B of Deeds at Page 143, Napa County Records, State of California; said portion described as follows:

COMMENCING on the northwest line of Water Street at the southwest corner of Lot 2, Block 2, as shown on that certain map entitled "Plan of Cornwell's Addition to Napa City" recorded March 11, 1892 in Book B of Deeds at Page 143, Napa County Records, State of California; thence along the northwest line of Water Street North 57° 42' 52" East 30.00 feet; thence leaving said northwest line of Water Street South 32° 24' 15" East 19.50 feet to the POINT OF BEGINNING; thence continuing South 32° 24' 15" East 40.50 feet to the southeast line of Water Street; thence along said southeast line for Water Street North 57° 42' 52" East 89.58 feet; thence leaving said southeast line of Water Street North 32° 16' 31" West 30.00 feet; thence South 57° 42' 52" West 61.75 feet; thence North 32° 16' 31" West 10.50 feet; thence South 57° 42' 52" West 27.92 feet to the POINT OF BEGINNING.

End description

Basis of Bearing being the bearing of North 27° 28' 15" West between the found monuments along the centerline of Soscol Avenue as shown on 53 Record of Survey 67/68.

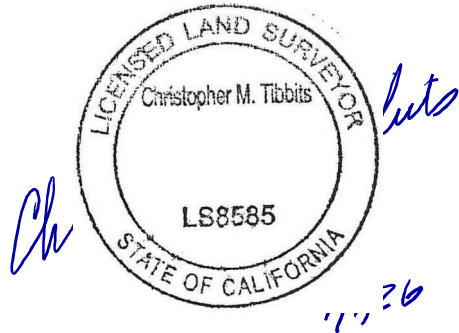
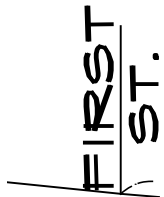


EXHIBIT B

Plat Map

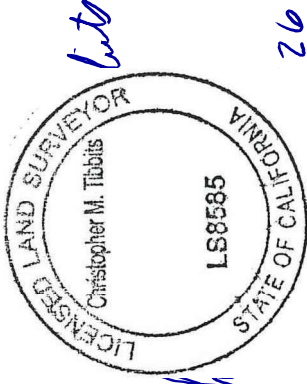
BASIS OF BEARINGS

THE BEARING OF NORTH 27°28'15" WEST BETWEEN THE FOUND MONUMENTS ALONG THE CENTERLINE OF SOSCOL AVENUE AS SHOWN ON 53 RS 67169.



SOSCOL AVENUE
BASIS OF BEARINGS
N27°28'15" W 180.53'

FIRST STREET



LANDS OF
THOMAS WRAY
FINCH 2014 TRUST
APN 003-241-004

LANDS OF
FOXBOB DEVELOPMENT,
LLC et al
APN 003-241-003

LANDS OF
FOXBOB DEVELOPMENT,
LLC et al
APN 003-241-006

LANDS OF
NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
APN 003-241-005

N57°42'52"E
30.00'
30.00'
N32°24'15"W

P.O.B.
S57°42'52"W
27.92'
N32°16'31"W
10.50'

S57°42'52"W 61.75'

N32°16'31"W
30.00'

EASEMENT AREA
2,981 SF
0.07 ACRES

N57°42'52"E 89.58'

LANDS OF
NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
003-242-001

LANDS OF
933 WATER LLC
003-242-008

WATER STREET

EXHIBIT B

RSA+
1515 FOURTH STREET
NAPA, CALIF. 94459
OFFICE | 707.252.3301
+ www.RSACivil.com +

RSA+ | CONSULTING CIVIL ENGINEERS + SURVEYORS + 1980

APRIL, 2026

5650_ACCESS-WATER-ST_EX-B | OF 1

THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION

1"=30'

EXHIBIT F

District Quitclaim Deed

RECORDING REQUESTED BY:

Napa County Flood Control and Water Conservation District

WHEN RECORDED MAIL TO:

Napa County Flood Control and Water Conservation District
804 First Street
Napa, CA 94559

The undersigned grantee hereby declares this instrument to be exempt from Recording Fees (Govt. Code §§ 6103 and 27383) and Documentary Transfer Tax (Revenue and Taxation Code §11922). **Government Agency Acquiring Title**

Portion of APN: 003-235-007

Space Above This Line for Recorder's Use

QUITCLAIM DEED

The **NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district of the State of California**, ("Grantor") does hereby remise, release, and forever quitclaims to

FOXBOW DEVELOPMENT, LLC, FOXBOW 1, LLC AND TIMOTHY L. HERMAN SURVIVORS TRUST all right, title, and interest in the following described real property in the City of Napa, County of Napa, State of California:

As legally described in Exhibit "A" and depicted in Exhibit "B," attached hereto and incorporated herein.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the date set forth below.

GRANTOR:

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
a special district of the State of California

By: _____
RICHARD M. THOMASSER,
District Manager

Date: _____

APPROVED AS TO FORM
Office of District Counsel
By: *Shana A. Bagley*
Date: 04/08/2026
[Doc No 13114364]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code 1189(a)

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

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

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

EXHIBIT A

Legal Description



EXHIBIT "A"

A handwritten signature in blue ink, appearing to read "Robert T. Serrao", is written across the right side of the page.

LEGAL DESCRIPTION

PORTION OF LAWRENCE STREET TO BE QUITCLAIMED
ADJACENT TO JENSEN
PORTION OF APN 3-235-007

The land referred to herein is situated in the State of California, County of Napa, City of Napa, and is described as follows:

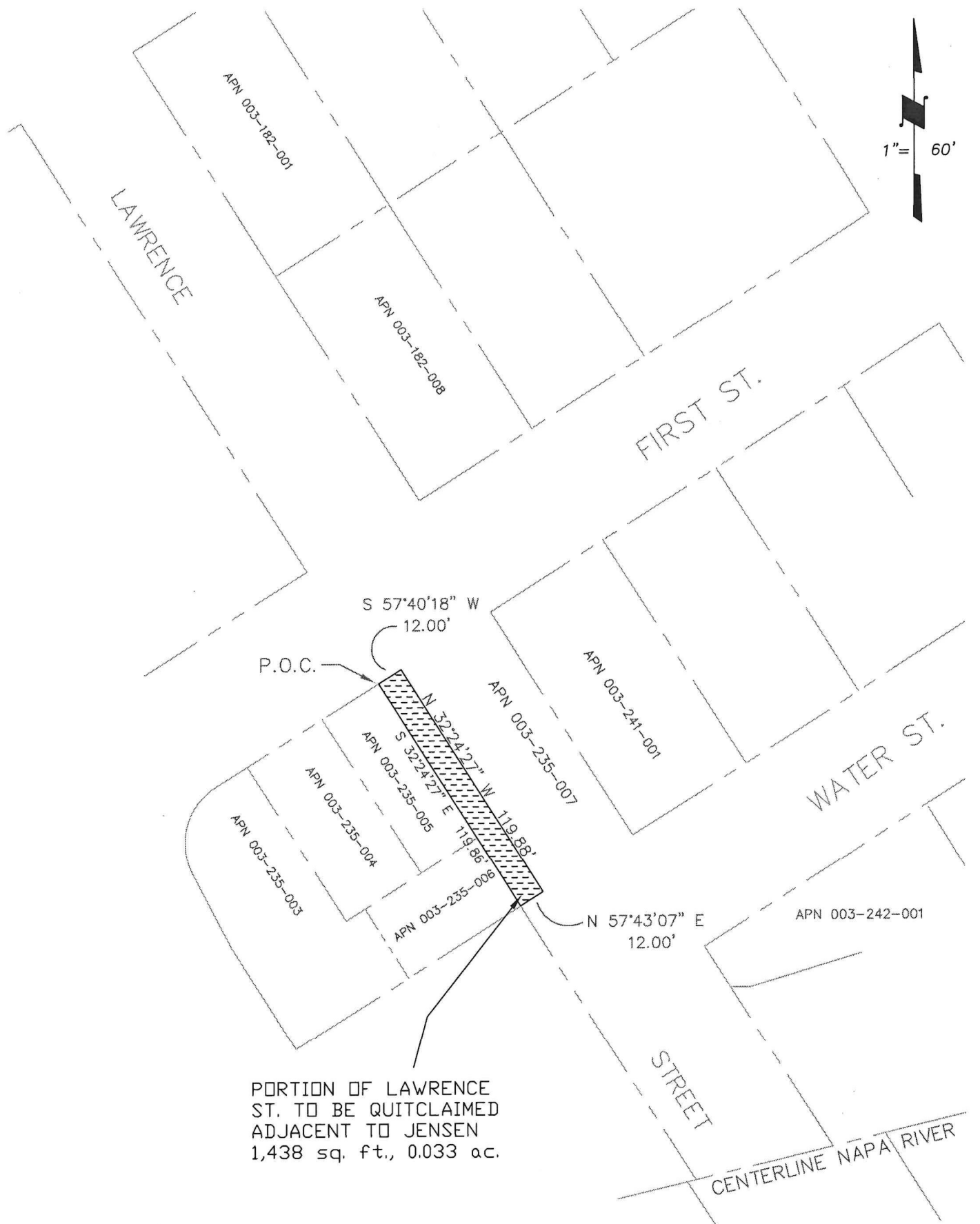
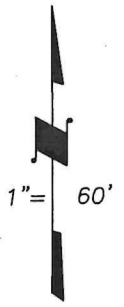
Commencing at the intersection of the southeastern line of First Street with the southwestern line of Lawrence Street, said point being the most northern corner of Block 3 as shown on the map titled "Plan of Cornwell's Addition to Napa City", recorded March 11, 1892 in Book B of Deeds at Page 143 in the Office of the County Recorder of said Napa County; thence along said southwestern line of Lawrence Street South 32°24'27" East 119.86 feet to the northwestern line of Water Street; thence along said northwestern line of Water Street North 57°43'07" East 12.00 feet; thence leaving said northwestern line of Water Street North 32°24'27" West 119.88 feet to said southeastern line of First Street; thence along said southeastern line of First Street South 57°40'18" West 12.00 feet to the point of commencement.

Containing 0.033 acres of land

Bearings used in the above descriptions are based on the California Coordinate System of 1983, Zone II. All distance are ground distances.

EXHIBIT B

Plat Map



PORTION OF LAWRENCE ST. TO BE QUITCLAIMED ADJACENT TO JENSEN 1,438 sq. ft., 0.033 ac.

N.C.F.C.W.G.D.

PORTION OF LAWRENCE ST. TO BE QC ADJ. TO JENSEN PORTION OF 003-235-007

03/13/08

EXHIBIT G

Grant Deed

RECORDING REQUESTED BY:

Napa County Flood Control and Water Conservation District

WHEN RECORDED MAIL TO:

Napa County Flood Control and Water Conservation District
804 First Street
Napa, CA 94559

The undersigned grantee hereby declares this instrument to be exempt from Recording Fees (Govt. Code §§ 6103 and 27383) and Documentary Transfer Tax (Revenue and Taxation Code §11922). **Government Agency Acquiring Title**

PORTIONS OF APN: 003-241-005

Space Above This Line for Recorder's Use

GRANT DEED

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district of the State of California ("Grantor"), hereby GRANT(S) to **FOXBOW DEVELOPMENT, LLC, FOXBOW 1, LLC, and TIMOTHY L. HERMAN SURVIVORS TRUST** ("Grantee"), the following described real property in the City of Napa, County of Napa, State of California:

As legally described in Exhibit "A" and depicted in Exhibit "B," attached hereto and incorporated herein.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the date set forth below.

GRANTOR:

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
a special district of the State of California

By: _____
RICHARD M. THOMASSER,
District Manager

Date: _____

APPROVED AS TO FORM
Office of District Counsel
By: *Shana A. Bagley*
Date: 04/08/2026
[Doc No 13114364]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code 1189(a)

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

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

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

EXHIBIT A

Legal Description

5650
5650_2'Deed-EX-A
03-09-2026

Exhibit A
2-foot Parcel Description

A portion of the Lands of Napa County Flood Control and Water Conservation District a special district of the State of California, as described in the Individual Grant Deed recorded June 3, 2004 as Series Number 2004-0023307, Napa County Records, State of California, described as follows:

BEGINNING at the point that bear South 57° 42' 52" West 179.95 feet from the southeast corner of Lot 6, Block 2, as shown on that certain map entitled "Plan of Cornwell's Addition to Napa City" recorded March 11, 1892 in Book B of Deeds at Page 143, Napa County Records, State of California; said point being on the northwest line of Water Street; thence continuing along said northwest line of Water South 57° 42' 52" West 2.00 feet; thence leaving said northwest line of Water Street North 32° 16' 31" West 90.08 feet; thence North 57° 41' 45" East 2.00 feet; thence South 32° 16' 31" East 90.08 feet to said northwest line of Water Street to the POINT OF BEGINNING.

End description

Basis of Bearing being the bearing of North 27° 28' 15" West between the found monuments along the centerline of Soscol Avenue as shown on 53 Record of Survey 67/68.



EXHIBIT B

Plat Map

