REGULAR CITY COUNCIL MEETING AGENDA

City Hall - Council Chambers
4381 Broadway St., Suite 201, American Canyon
September 2, 2025
6:30 PM

Mayor: Pierre Washington
Vice Mayor: Mark Joseph
Councilmembers: Brando Cruz, Melissa Lamattina, David Oro

4:30 P.M. – CLOSED SESSION

The mayor will call the meeting to order and conduct roll call. Council will immediately convene into Closed Session after hearing any public comment on Closed Session items. At 6:30 p.m. the Council will reconvene into Open Session and then resume Closed Session at the end of the meeting to address outstanding items, if necessary.

CALL TO ORDER - CLOSED SESSION

ROLL CALL - CLOSED SESSION

PUBLIC COMMENTS - CLOSED SESSION ITEMS

This time is reserved for members of the public to address the City Council on Closed Session Items only. Comments must be made in person and are limited to 3 minutes. Comments for items on the Open Session agenda will be taken when the item is called in Open Session. Comments for Items not on the Closed Session or Open Session agenda will be heard during the Open Session Public Comment period.

MEETING RECESS - COUNCIL TO CONVENE IN CLOSED SESSION

4:30 P.M. CLOSED SESSION ITEMS

1. **Conference with Legal Counsel – Anticipated Litigation. Authorized pursuant to Government Code Section 54956.9 (d)(2). One (1) Matters.**

6:30 P.M. OPEN SESSION - REGULAR MEETING

CALL TO ORDER - OPEN SESSION

PLEDGE OF ALLEGIANCE

ROLL CALL - OPEN SESSION

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

PROCLAMATIONS AND PRESENTATIONS

2. **Proclamation: Hispanic Heritage Month**

3. **Presentation - Audobon Society**

4. **Presentation - Community Action Napa Valley**

PUBLIC COMMENTS - ITEMS NOT ON CLOSED SESSION OR OPEN SESSION AGENDA

This time is reserved for members of the public to address the City Council on items that are not on the Closed Session or Open Session agenda and are within the subject matter jurisdiction of the City Council. Comments are limited to 3 minutes. Comments for items on the Open Session agenda will be taken when the item is called in Open Session. The City Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the City Council does not respond to public comment at this time.

AGENDA CHANGES

The Mayor and Council may change the order of the Agenda or request discussion of a Consent Item. A member of the Public may request discussion of a Consent Item by making that request during Public Comment.

CONSENT CALENDAR

5. **Minutes of August 5, 2025**
Recommendation: Approve the minutes of the Regular City Council meeting of August 5, 2025.

6. **Report Upon Return from Closed Session for August 19, 2025**
Recommendation: Approve the Report Upon Return from Closed Session for the Special City Council Closed Session meeting of August 19, 2025.

7. **TDA-3 Resolution of Local Support for Green Island Road Class I Trail**
Recommendation: Adopt a Resolution to request to the Metropolitan Transportation Commission for the allocation of Fiscal Year 2025/26 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding in conjunction with the Green Island Road Class I Trail Project.

8. **Watson Ranch Lot 7 Final Map**
Recommendation: Adopt a Resolution taking the following actions in conjunction with the Watson Ranch Lot 7 Project:

1. Approving the Final Map to subdivide the Watson Ranch Lot 7 Property to create 136 lots and 15 parcels and to accept the referenced dedication offered thereon; and
2. Approving the Subdivision Improvement Agreement for the Project.

9. **Measure U Master Agreement - Napa Valley Transportation Improvement Act**
Recommendation: Adopt a Resolution approving the Measure U Master Agreement between the City of American Canyon and the Napa Valley Transportation Authority – Tax Agency.

10. **2025 Newell Open Space Management Plan**
Recommendation: Adopt a Resolution approving the 2025 Newell Open Space Management Plan.

PUBLIC HEARINGS

11. **Business License Fee Program**
Recommendation: Introduction and First Reading of an Ordinance Amending the Municipal

Code pertaining to Business Licenses

BUSINESS

12. **Voting Delegate and Alternate(s) for the League of California Cities 2025 Annual Business Meeting**
Recommendation: Approve by Minute Order a Voting Delegate and Alternate(s) for the League of California Cities 2025 Annual Business Meeting.

13. **Community Grant Program Policy**
Recommendation: Provide clarity and direction to staff on the Community Grant Program Policy update to ensure alignment with Council's direction and priorities.

MANAGEMENT AND STAFF ORAL REPORTS

14. **Community Development Building & Safety Update**

MAYOR/COUNCIL COMMENTS AND COMMITTEE REPORTS

The Mayor and Council may comment on matters of public concern and announce matters of public interest; no collective council action will be taken.

15. **City Council Committee Report - Mayor Pierre Washington**

16. **City Council Committee Report - Vice Mayor Mark Joseph**

FUTURE AGENDA ITEMS

17. **Future Agenda Items of Note**

ADJOURNMENT

CERTIFICATION

I, Taresa Geilfuss, City Clerk for the City of American Canyon, do hereby declare that the foregoing agenda of the City Council was posted in compliance with the Brown Act prior to the meeting date.

_____
Taresa Geilfuss, CMC, City Clerk

PUBLIC PARTICIPATION

Tonight's meeting is a limited public forum. American Canyon promotes respectful and responsible behavior among its meeting participants, whether they are present in person or remotely. Using offensive language or remarks that promote, foster, or perpetuate discrimination based on race, creed, color, age, religion, gender marital status, status regarding public assistance, national origin, physical or mental disability or sexual orientation/gender identification, as well as any other category protected by federal, state or local laws will not be tolerated. In the case of an occurrence, the speaker will be immediately disconnected from the microphone.

City Council and other public meetings will be conducted in person. This meeting is also available via Zoom, is broadcast live to residents on Napa Valley TV, on our website and on YouTube.

Zoom Link: Click here. **Webinar ID:** 847 1017 1711; **Passcode:** 123456. **Phone in to Zoom**: 408-638-0968

Oral comments, during the meeting: Oral comments can be made in person during Open and Closed Session or through Zoom in Open Session only. On Zoom use the "raise your hand" tool during any public comment period. To avoid confusion, hands raised outside of Public Comment periods will be lowered.

Written comments: Submit written comments by the eComments link, located on the Meetings & Agendas page of our website. eComments are available to council members in real time. To allow for Council review of comments, eComments will close at 3:00 pm on the day of the meeting.

The above identified measures exceed all legal requirements for participation in public comment, including those imposed by the Ralph M. Brown Act. For more information, please call the Office of the City Clerk at (707) 647-4369 or email cityclerk@ americancanyon.gov.

AGENDA MATERIALS: City Council agenda materials are published 72 hours prior to the meeting and are available to the public via the City's website at www.americancanyon.gov.

AMERICANS WITH DISABILITIES ACT: The City Council will provide materials in appropriate alternative formats to comply with the Americans with Disabilities Act. Please send a written request to City Clerk at 4381 Broadway, Suite 201, American Canyon, CA 94503 or by email to cityclerk@ americancanyon.gov. Include your name, address, phone number and brief description of the requested materials, as well as your preferred alternative format or auxiliary aid, at least three calendar days before the meeting.

CITY OF AMERICAN CANYON PROCLAMATION

Hispanic Heritage Month

WHEREAS National Hispanic Heritage Month, known as "Mes de Herencia Hispana" is celebrated nationwide from September 15th through October 15th of each year. The observation started in 1968 as Hispanic Week and was expanded by President Ronald Reagan in 1988, to cover the month at which it is celebrated today. Understanding that September 15th is significant because it is the anniversary of the independence of Latin America countries like Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16th and 18th, respectively; and

WHEREAS the City of American Canyon looks forward to celebrating "Mes de Herencia Hispana" highlighting the rich heritage, arts, histories, food, music, and traditions of all 26+ Latin-American nations. While recognizing that these nations are not monogamous and this month celebrates, honors, and pay tribute to all for their contributions to our city and our community; and

WHEREAS the City of American Cayon has a long history of welcoming immigrants and is home to a growing multiethnic and multicultural Latino population, all of whom are welcome and very much appreciated; and

WHEREAS the diverse Latino population of American Canyon makes a significant economic contribution and has other profound positive influences on our community through their strong commitment to family, faith, education, hard work, culture, and service; and

WHEREAS this community thrives on the diversity and ingenuity of all people and depends on the continued support and success of our diverse Latino population, and we will continue to be enriched by the transcultural contributions of our Latino friends and neighbors for many decades to come.

NOW, THEREFORE, I, Pierre Washington, on behalf of the entire City Council, do hereby proclaim September 15th through October 15th, 2025, as Hispanic Heritage Month – "Mes de Herencia Hispana" in American Canyon.

Dated: September 2, 2025

_____

Pierre Washington, Mayor

CITY OF AMERICAN CANYON
REGULAR CITY COUNCIL MEETING

ACTION MINUTES
August 5, 2025

4:00 P.M. OPEN SESSION - REGULAR MEETING

CALL TO ORDER - OPEN SESSION
The meeting was called to order at 4:01 p.m.

PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was recited.

ROLL CALL - OPEN SESSION
Present: Councilmember Brando Cruz Councilmember Melissa Lamattina, Councilmember David Oro, Vice Mayor, Mark Joseph, Mayor Pierre Washington

PUBLIC COMMENTS - ITEMS NOT ON CLOSED SESSION OR OPEN SESSION AGENDA
Mayor Washington noted that there was no closed session and opened public comments. Written comments : none Oral comments: Devereaux Smith was called to speak; Sorgio Barajab was called to speak. Mayor Washington closed public comments.

AGENDA CHANGES

There were no agenda changes.

CONSENT CALENDAR

Action: Motion to adopt the CONSENT CALENDAR made by Councilmember David Oro, seconded by Councilmember Brando Cruz, and CARRIED by roll call vote.

Ayes: Councilmember Brando Cruz, Councilmember Melissa Lamattina, Councilmember David Oro, Vice Mayor Mark Joseph, Mayor Pierre Washington
Absent: None
Excused: None

1. Minutes of July 15, 2025
Action: Approved the minutes of the Regular City Council meeting of July 15, 2025.

2. Report Upon Return from Closed Session for July 29, 2025
Action: Approved the Report Upon Return from Closed Session for the Special City Council Closed Session meeting of July 29, 2025.

3. Quarterly Investment Report for City and Fire District for Fiscal Year 2024-25 Quarter 4
Action Received and filed the City and Fire District's Treasurer's Report for the quarter ended June 30, 2025.

4. City Investment Policy
Action: Adopted Resolution 2025-71 amending the City's Investment Policy.
5. Napa Airport Corporate Center Development Agreement Extension
Action: Adopted Ordinance 2025-03 to approve a Development Agreement for a 5-Year extension to the Napa Airport Corporate Center Development Agreement from September 3, 2025, to September 3, 2030, located at the southeast corner of Devlin Road and South Kelly Road APN 057-090-086 (PL25-0008).

6. Notice of Completion for the Knightsbridge Reconstruction and Water Main Improvements Project (TR23-0100)
Action: Adopted Resolution 2025-72 accepting the project as complete, authorizing the Public Works Director to file a Notice of Completion (Agreement 2025-16-R) , and releasing a Retention payment to ARB, Inc. in conjunction with the Knightsbridge Reconstruction and Water Main Improvements Project (TR23-0100).

7. Water Treatment Plant Supervisory Control Advisory Data Acquisition Upgrade (SCADA)
Action: Adopted Resolution 2025-73 authorizing the City Manager to enter into an agreement (Agreement 2025-A161) with Telstar Instruments for Water Treatment Plant SCADA Upgrade Project in an amount not to exceed $250,000.

8. Water Bottle Filing Stations
Action: Adopted Resolution 2025-74 increasing the Fiscal Year 2025/26 Public Works Solid Waste Budget in the amount of $200,000 for the installation of water bottle refill stations and the purchase of a portable hydration station.

9. State Water Project Carryover Water Transfer
Action: Adopted Resolution 2025-75 authorizing the American Canyon Director of Public Works to agree to the attached draft term sheets with Kern County Water Agency (KCWA) of the Westside Districts for a total transfer of 1,075 AF of Carryover Water.

10. Rio Del Mar Extension to State Route 29
Action: Adopted Resolution 2025-76 awarding a design contract (Agreement 2025-A162) to Kimley-Horn for an amount not to exceed $367,080 in conjunction with the Rio Del Mar Extension Project (TR26-0200).

Vice Mayor Mark Joseph asked that Community Development Director Brent Cooper give a report on the language that is put into the General Plan related to labor standards, vehicle miles traveled and local employment standards in response to the public comment made by Sorgio Barajab. Community Development Director Brent Cooper reported on General Plan Policies regarding labor standards.

ADJOURNMENT

The meeting was adjourned at 4:12 p.m.

CERTIFICATION

Respectfully Submitted,

Nicolle Hall

Nicolle Hall, Deputy City Clerk

COLANTUONO
HIGHSMITH
WHATLEY, PC

TERESA L. HIGHSMITH | 213-542-5703 | THIGHSMITH@CHWLAW.US

Our File No. 31004.0001

August 22, 2025

ATTORNEY-CLIENT PRIVILEGE
VIA ELECTRONIC MAIL

The Honorable Pierre Washington, Mayor
Members of the City Council
City of American Canyon
4381 Broadway, Suite 201
American Canyon, CA 94503

Re: **Report Upon Return from Closed Session, Special City Council Closed Session Meeting of the American Canyon City Council of August 19, 2025**

This communication sets forth reportable action, if any, of the City Council ("Council") of the City of American Canyon ("City"), consistent with provisions of the Ralph M. Brown Open Meeting Act (Government Code Section 54950, *et seq*.) resulting from the Closed Session of the Special City Council Closed Session Meeting of August 19, 2025, consistent with Government Code
Section 54957.1.

Mayor Washington, Vice Mayor Joseph, Council Members Cruz, Oro and Lamattina convened in Open Session at 4:08 p.m. and after ascertaining that there were no public comments on the matters agendized for Closed Session consideration, adjourned to Closed Session at 4:08 p.m. to address the Closed Session Agenda. At 4:25 pm, the Mayor re-opened public comment to permit one speaker, Terry McGrath, to make a public comment regarding the subject of the closed session. Upon conclusion of Mr. McGrath's public comment at 4:47 pm, public comment was again closed and the City Council adjourned to their continued Closed Session regarding the following matter:

Conference with Legal Counsel – Anticipated Litigation Authorized
pursuant to Government Code Section 54956.9(d)(2).
Number of Potential Cases: 1

With respect to Closed Session Agenda matter, direction was provided to staff and legal counsel, but there was no reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2).

The Closed Session concluded at 7:18 p.m.

This communication should be reviewed under the Consent portion of the Agenda of your next Regular or Special City Council Meeting.

Sincerely,

Teresa L. Highsmith

TLH:mom

cc: Jason B. Holley, City Manager
Juan Gomez, Assistant City Manager
Teresa Geilfuss, City Clerk

TITLE

TDA-3 Resolution of Local Support for Green Island Road Class I Trail

RECOMMENDATION

Adopt a Resolution to request to the Metropolitan Transportation Commission for the allocation of Fiscal Year 2025/26 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding in conjunction with the Green Island Road Class I Trail Project.

CONTACT

Erica Ahmann Smithies, P.E., Public Works Director
Ron Ranada, P.E., Senior Civil Engineer

BACKGROUND & ANALYSIS

The Metropolitan Transportation Commission (MTC) administers the Transportation Development Act Article 3 (TDA-3) Program, which is funded by one-quarter cent of regional sales tax. Napa County receives approximately $165,000 in TDA-3 funds per year and is administered through the Napa Valley Transportation Authority (NVTA).

In May 2025, NVTA solicited a Countywide Call for Projects with approximately $470,000 available for Fiscal Years 2025-26 and 2026-27. City staff submitted a $300,000 application to support the Green Island Road Class I Trail Project (Project.) Only one other jurisdiction submitted a grant application which was the City of Calistoga. The total amount of both grant requests was within the allocated budget therefore NVTA has requested that both jurisdictions move forward with a resolution of local support which is an MTC requirement to accept the grant funding.

The Project consists of the approximately 4,200 LF of new Class 1 multi-use trail, a critical segment of the Napa Valley Vine Trail, from Paoli Loop to Commerce Boulevard. The Project will accommodate cyclists and pedestrians, and encourage non-vehicular modes of transportation as required by local, regional and State Complete Streets policies.

Staff recently received Caltrans approval to authorize advertisement of the Green Island Road Class I Trail Project. More details on the scheduled advertisement of construction will be available soon.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Transportation: "Improve the transportation network within the City to alleviate congestion and enhance the quality of life for the community."

FISCAL IMPACT

The City's adopted Fiscal Year 2025/26 Capital Improvement Project Budget includes the Green Island Road Class I Trail Project (TR16-0704) for a total amount of $1,300,000.

The $300,000 in TDA-3 funding will be used as a local grant match to the $1,000,000 in previously awarded One Bay Area Grant (federal funding).

ENVIRONMENTAL REVIEW

15378(b) - The action is not a "Project" subject to the California Environmental Quality Act ("CEQA") because it does not qualify as a "Project" under Public Resources Code Sections 21065 and 21080 and in Section 15378(b) of Title 14 of the California Code of Regulations.

COMMUNICATION

Level 0: No Further Public Communication Needed

ATTACHMENTS:

1. Resolution - TDA-3 with Attachment A and B

RESOLUTION NO. 2025-_____

A RESOLUTION TO REQUEST TO THE METROPOLITAN TRANSPORTATION COMMISSION FOR THE ALLOCATION OF FISCAL YEAR 2025/26 TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 PEDESTRIAN/BICYCLE PROJECT FUNDING IN CONJUNCTION WITH THE GREEN ISLAND ROAD CLASS I TRAIL PROJECT

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, Revised, entitled "Transportation Development Act, Article 3, Pedestrian/Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

WHEREAS, MTC Resolution No. 4108, Revised requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the City of American Canyon (City) desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists.

NOW, THEREFORE, BE IT RESOLVED, that the City declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code; and

FURTHERMORE, BE IT RESOLVED, that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of the City to carry out the project; and

FURTHERMORE, BE IT RESOLVED, that the City attests to the accuracy of and approves the statements in Attachment A to this resolution; and

FURTHERMORE, BE IT RESOLVED, that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of Napa County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

PASSED, APPROVED and **ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 2nd day of September, 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Pierre Washington, Mayor

ATTEST:

_____
Taresa Geilfuss, CMC, City Clerk

APPROVE AS TO FORM:

_____
Teresa L. Highsmith, City Attorney

ATTACHMENT A

Findings
Page 1 of 1

1. That the City of American Canyon (City) is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the City legally impeded from undertaking the project(s) described in "Attachment B" of this resolution.
2. That the City has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or final design and engineering or quick build project; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic and/or Class IV separated bikeway; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the City within the prior five fiscal years.
8. That the project(s) described in Attachment B which are bicycle projects have been included in a detailed bicycle circulation element included in an adopted general plan, or included in an adopted comprehensive bikeway plan (such as outlined in Section 2377 of the California Bikeways Act, Streets and Highways Code section 2370 et seq.) or responds to an immediate community need, such as a quick-build project.
9. That any project described in Attachment B bicycle project meets the mandatory minimum safety design criteria published in the California Highway Design Manual or is in a National document.
10. That the project(s) described in Attachment B will be completed in the allocated time (fiscal year of allocation plus two additional fiscal years).
11. That the City agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

Attachment B

TDA Article 3 Project Application Form

1. **Agency**	City of American Canyon		
2. **Primary Contact**	Erica Ahmann Smithies		
3. **Mailing Address**	4381 Broadway Street, Suite 201, American Canyon, CA. 94503		
4. **Email Address**	esmithies@americancanyon.gov	5. **Phone Number**	707-647-4366
6. **Secondary Contact** (in the event primary is not available)	Ron Ranada		
7. **Mailing address** (if different) N/A☐			
8. **Email Address**	rranada@americancanyon.gov	9. **Phone Number**	707-647-4559
10. **Send allocation instructions to** (if different from above):			
11. **Project Title**	Green Island Road Class I Trail		
12. **Amount requested**	$300,000	13. **Fiscal Year of Claim**	2025-26

14. **Description of Overall Project:**

Construct approximately 4,200 LF of new Class 1 multi-use trail to accommodate cyclists and pedestrians, and to encourage non-vehicular modes of transportation, and as required by local, regional and State Complete Streets policies. Improvements include sidewalks and Class I bike facilities such as the Napa Valley Vine Trail.

15. **Project Scope Proposed for Funding:** (Project level environmental, preliminary planning, and ROW are ineligible uses of TDA funds.)

Construction contract

16. **Project Location:** A map of the project location is attached or a link to a online map of the project location is provided below:

Green Island Road from Paoli Loop to Commerce Boulevard in the City of American Canyon.

Project Relation to Regional Policies (for information only)

17. Is the project in an Equity Priority Community? Yes☐ No☑

18. Is this project in a Priority Development Area or a Transit-Oriented Community? Yes☑ No☐

*The eastern edge of the project is within the City's PDA: Broadway District Specific Plan

19. **Project Budget and Schedule**

Project Phase	TDA 3	Other Funds	Total Cost	Estimated Completion (month/year)
Bike/Ped Plan				
ENV				
PA&ED				
PS&E				
ROW				
CON	$300,000	$1,000,000	$1,300,000	December/2026
Total Cost	$300,000	$1,000,000	$1,300,000	December/2026

Project Eligibility

A. Has the project been reviewed by the Bicycle and Pedestrian Advisory Committee? Yes☑ No☐
If "YES," identify the date and provide a copy or link to the agenda.
If "NO," provide an explanation).
9/4/2024 OSATS Agenda: https://granicus_production_attachments.s3.amazonaws.com/americancanyon/108c01071ec49bf5776f914fa0a0b3f30.pdf

B. Has the project been approved by the claimant's governing body? Yes☑ No☐
If "NO," provide expected date:_____

C. Has this project previously received TDA Article 3 funding? Yes☐ No☑
(If "YES," provide an explanation on a separate page)

D. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? Yes☑ No☐

E. **1.** Is the project categorically exempt from CEQA, pursuant to CCR Section 15301(c), Existing Facility? Yes☐ No☑

2. If "NO" above, is the project is exempt from CEQA for another reason? Yes☐ No☑
Cite the basis for the exemption. _____ N/A☐
If the project is not exempt, please check "NO," and provide environmental documentation, as appropriate. August 27, 2019 Initial Study/Mitigated Negative Declaration

F. Estimated Completion Date of project (month and year): December 2026

G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility, please identify below and provide the agreement. Yes☑ No☐

H. Is a Complete Streets Checklist required for this project ? Yes☑ No☐
If the amount requested is over $250,000 or if the total project phase or construction phase is over $250,000, a Complete Streets checklist is likely required. Please attach the Complete Streets checklist or record of review, as applicable. More information and the form may be found here: https://mtc.ca.gov/planning/transportation/complete-streets

TITLE

Watson Ranch Lot 7 Final Map

RECOMMENDATION

Adopt a Resolution taking the following actions in conjunction with the Watson Ranch Lot 7 Project:

1. Approving the Final Map to subdivide the Watson Ranch Lot 7 Property to create 136 lots and 15 parcels and to accept the referenced dedication offered thereon; and
2. Approving the Subdivision Improvement Agreement for the Project.

CONTACT

Erica Ahmann Smithies, P.E., Public Works Director
Edison Bisnar, P.E., Senior Civil Engineer

BACKGROUND & ANALYSIS

On November 19, 2024, City Council adopted Resolution No. 2024-85 approving a Vesting Tentative Subdivision Map for Watson Ranch Lot 7 to create 136 single family home lots and 15 parcels on 12.86 acres within the Watson Ranch Specific Plan Medium Density Residential-16 Zoning District located west of Marcus Road, Assessor's Parcel Number 059-430-045.

On October 4, 2018, the City Council held a duly noticed public hearing and found and determined that the Project Final Environmental Impact Report is adequate to address environmental impacts associated with the Watson Ranch Specific Plan Project.

The Final Map entitled "Watson Ranch Lot 7 (Adjusted Parcel A) Final Map" has been prepared and submitted to the City of American Canyon for approval (attached hereto as Exhibit A and incorporated herein).

The Final Map includes the offer of dedication of the right-of-way for four public streets, emergency vehicle access easement, public access easement and public utility easement.

The Developer has agreed to enter into a Subdivision Improvement Agreement (attached hereto as Exhibit B and incorporated herein), for completion of all remaining requirements of the development, including financial securities to guarantee that the work is completed.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Not applicable.

FISCAL IMPACT

There is no fiscal impact associated with the proposed action.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act, the Final Environmental Impact Report for the Project was presented at a noticed public hearing held on October 4, 2018. The Planning Commission adopted Resolution 2018-19 recommending that the City Council adopt the Mitigation Monitoring and Reporting Program.

COMMUNICATION

Level 0: No Further Public Communication Needed

ATTACHMENTS:

1. Resolution-Watson Ranch Lot 7 FM & SIA
Exhibit A to Resolution
Exhibit B to Resolution

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON TAKING THE FOLLOWING ACTIONS IN CONJUNCTION THE WATSON RANCH LOT 7 PROJECT: 1) APPROVING THE FINAL MAP TO SUBDIVIDE THE PROPERTY, ASSESSOR'S PARCEL NUMBER 059-430-045, TO CREATE 136 LOTS AND 15 PARCELS; AND 2) APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT.

WHEREAS, on November 19, 2024, City Council adopted Resolution No. 2024-85 approving a Vesting Tentative Subdivision Map for Watson Ranch Lot 7 to create 136 single-family home lots on 12.86 acres within the Watson Ranch Specific Plan Medium Density Residential-16 Zoning District located west of Marcus Road, Assessor's Parcel Number 059-430-045; and

WHEREAS, on October 4, 2018, the City Council held a duly noticed public hearing and found and determined that the Project Final Environmental Impact Report is adequate to address environmental impacts associated with the Watson Ranch Specific Plan Project; and

WHEREAS, the Final Map entitled "Watson Ranch Lot 7 (Adjusted Parcel A) Final Map" has been prepared and submitted to the City of American Canyon for approval (attached hereto as Exhibit A and incorporated herein); and

WHEREAS, the Final Map includes the offer of dedication of the right-of-way for four public streets, emergency vehicle easement, public access easement and public utility easement; and

WHEREAS, the Developer has agreed to enter into a Subdivision Improvement Agreement (attached hereto as Exhibit B and incorporated herein), for completion of all remaining requirements of the development, including financial securities to guarantee that the work is completed.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby accepts the dedication of right-of-way for public streets, emergency vehicle access easement, public access easement and public utility easement offered thereon; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby approves the Finap Map for Watson Ranch Lot 7 (Assessor's Parcel Number 059-430-045); and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby authorizes the City Manager to enter into a Subdivision Improvement Agreement.

PASSED, APPROVED and **ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 2nd day of September 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Pierre Washington, Mayor

ATTEST:

_____
Taresa Geilfuss, CMC, City Clerk

APPROVED AS TO FORM:

_____
Teresa Highsmith, City Attorney

Attachments:
- Resolution
- Exhibit A: Watson Ranch Lot 7 Final Map
- Exhibit B: Subdivision Improvement Agreement

OWNER'S STATEMENT

THE UNDERSIGNED, KB HOME NORTH BAY LLC., A DELAWARE LIMITED LIABILITY COMPANY, HEREBY STATES THAT IT IS THE ONLY ENTITY HAVING RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION HEREON ENTITLED "WATSON RANCH LOT 7 (ADJUSTED PARCEL A) FINAL MAP" CONSISTING OF 18 SHEETS; THAT IT DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF AMERICAN CANYON IN FEE FOR PUBLIC ROAD AND UTILITY PURPOSES:

1. VITICULTURE STREET
2. RIDDLING STREET
3. RACKING STREET
4. CUVEE STREET

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS A NON–EXCLUSIVE EASEMENT FOR PUBLIC PURPOSES:

1. "PUBLIC ACCESS EASEMENT" OR "PAE" IS RESERVED FOR THE PURPOSE OF PUBLIC PEDESTRIAN INGRESS AND EGRESS ON, ACROSS, AND OVER THOSE DESIGNATED AREAS.

2. "PUBLIC UTILITY EASEMENT" OR "PUE" IS RESERVED FOR THE PURPOSE OF PUBLIC UTILITIES ON, ACROSS, AND OVER THOSE DESIGNATED AREAS.

3. "EMERGENCY VEHICLE ACCESS EASEMENT" OR "EVA" FOR THE PURPOSE OF INGRESS AND EGRESS OF EMERGENCY VEHICLES.

THE AREAS DESIGNATED AS "PRIVATE ELECTRICAL EASEMENT" (PREE), ARE NOT HEREBY DEDICATED FOR USE BY THE GENERAL PUBLIC BUT ARE RESERVED FOR ELECTRICAL UTILITY PURPOSES ON, ACROSS, AND OVER THOSE DESIGNATED AREAS.

THE AREAS DESIGNATED AS "PRIVATE WATER EASEMENT" (PRWE), ARE NOT HEREBY DEDICATED FOR USE BY THE GENERAL PUBLIC BUT ARE RESERVED FOR WATER LINE UTILITY PURPOSES ON, ACROSS, AND OVER THOSE DESIGNATED AREAS.

THE OWNER HEREBY RETAINS OWNERSHIP OF PARCEL A, PARCEL B, PARCEL C, PARCEL D AND PARCEL O.

APPELLATION LANE, VINEWOOD LANE, AROMA COURT, BARREL COURT, BOUQUET COURT, CANOPY COURT, FLUTE COURT, GOBLET COURT, AND TERRACE COURT TO BE RETAINED BY THE OWNER FOR PRIVATE STREET PURPOSES.

THE AREAS DESIGNATED AS "PRIVATE YARD EASEMENT (PYSE), ARE NOT HEREBY DEDICATED FOR USE BY THE GENERAL PUBLIC, BUT ARE RESERVED FOR THE BENEFIT OF AND APPURTENANT TO THE ADJOINING NUMBERED LOTS NOTED. THESE EASEMENTS ARE FOR THE PURPOSES OF ACCESS, LANDSCAPING, RECREATIONAL PURPOSES, MAINTENANCE AND DRAINAGE. MAINTENANCE OF SAID EASEMENT AREA AND FACILITIES WITHIN SAID EASEMENT IS THE RESPONSIBILITY OF THE LOT BENEFITING FROM SAID EASEMENT, AND SAID MAINTENANCE IS TO BE MORE PRECISELY DEFINED BY THE SUBDIVISION RESTRICTIONS GOVERNING THIS PROJECT.

PARCEL N IS RESERVED BY THE OWNER FOR FUTURE WELL SITE AND/OR LANDSCAPE PURPOSES.

KB HOME NORTH BAY LLC., A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

NAME (PRINT): _____

TITLE: _____

DATE: _____

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY KB HOME NORTH BAY LLC., A DELAWARE LIMITED LIABILITY COMPANY, AS TENANTS IN COMMON,

FOR THE PURPOSE OF PUBLIC ROAD AND UTILITIES: VITICULTURE STREET, RIDDLING STREET, RACKING STREET AND CUVEE STREET

THE CITY OF AMERICAN CANYON SHALL RECONVEY THE ABOVE–DESCRIBED PROPERTY TO THE ABOVE NAMES OWNER, OR SUCCESSOR IN INTEREST, IF THE CITY DETERMINES PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

OWNER'S 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 _____ } SS.
COUNTY OF _____ }

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 _____ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

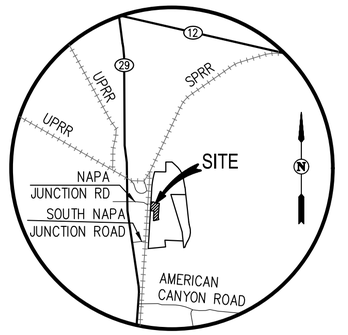
MY COMMISSION EXPIRES: _____

COUNTY TAX COLLECTOR AND REDEMPTION OFFICER'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES (EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE) AGAINST ANY PART OF THE LAND INCLUDED IN THE WITHIN SUBDIVISION, AND THAT SECURITY IN THE AMOUNT OF $ _____ HAS BEEN FILED WITH THE COUNTY TAX COLLECTOR AND REDEMPTION OFFICER TO GUARANTEE THE PAYMENT OF ALL TAXES AND ASSESSMENTS COLLECTED AS TAXES, WHICH ARE NOW A LIEN AGAINST THE PROPERTY IN THE WITHIN SUBDIVISION, BUT WHICH ARE NOT YET PAYABLE.

_____ _____
ROBERT G. MINAHEN DATE
COUNTY TAX COLLECTOR AND
REDEMPTION OFFICER
COUNTY OF NAPA, STATE OF CALIFORNIA

_____ _____
DEPUTY DATE



VICINITY MAP
NOT TO SCALE

RECORDER'S STATEMENT

FILED FOR RECORD THIS _____ DAY OF _____ ,202 _____ , AT_____ .M., IN BOOK _____ OF RECORD MAPS AT PAGES _____ THROUGH _____ , INCLUSIVE, COUNTY OF NAPA, STATE OF CALIFORNIA, AT THE REQUEST OF THE CITY OF AMERICAN CANYON.

FILE NO. _____ FEES: _____

JOHN TUTEUR
COUNTY RECORDER IN AND FOR THE COUNTY
OF NAPA, STATE OF CALIFORNIA.

_____
DEPUTY COUNTY RECORDER
COUNTY OF NAPA
STATE OF CALIFORNIA

WATSON RANCH
LOT 7 (ADJUSTED PARCEL A)
FINAL MAP

CONSISTING OF 18 SHEETS
BEING A SUBDIVISION OF ADJUSTED PARCEL A AS DESCRIBED IN CORPORATION GRANT DEED RECORDED AS SERIES NO. 2022-0021557, OFFICIAL RECORDS NAPA COUNTY
BEING A PORTION OF SECTION 24, T.4W., R.4W., M.D.B.&M.
APN : 059-430-045
136 LOTS, AND 15 PARCELS, 12.86± AC.
CITY OF AMERICAN CANYON, NAPA COUNTY, CALIFORNIA

cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM

JULY 2025

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KB HOME NORTH BAY LLC., A DELAWARE LIMITED LIABILITY COMPANY, IN SEPTEMBER 2024. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 2027, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

_____ _____

MARK H. WEHBER, P.L.S. DATE
L.S. NO. 7960

LICENSED LAND SURVEYOR
MARK H. WEHBER
7960
STATE OF CALIFORNIA

TITLE NOTES

THE LANDS INCLUDED IN THIS FINAL MAP ARE SUBJECT TO THE FOLLOWING TERMS, PROVISIONS, EASEMENTS, AND EXCEPTIONS:

1. AN EASEMENT FOR ROADWAY AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED OCTOBER 19, 1868 AS BOOK L OF DEEDS AT PAGE 179 OF OFFICIAL RECORDS.
2. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT FOR GRANT OF SEWAGE EASEMENTS" RECORDED JULY 2, 1990 AS BOOK 1751, PAGE 58 AND AS SERIES NUMBER 1990–0019107 OF OFFICIAL RECORDS.
3. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "WATER SERVICE AGREEMENT BETWEEN CITY OF VALLEJO AND JAEGER VINEYARDS" RECORDED APRIL 19, 2002 AS SERIES NUMBER 2002–0016411 OF OFFICIAL RECORDS.
4. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MEMORANDUM OF CONTRIBUTION AGREEMENT" RECORDED AUGUST 18, 2006 AS SERIES NUMBER 2006–002904 OF OFFICIAL RECORDS.
5. THE FACT THAT THE LAND LIES WITHIN THE NAPA RIVER WATERMASTER SERVICE AREA, AS DISCLOSED BY AN ORDER OF THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA, A CERTIFIED COPY OF WHICH WAS RECORDED JULY 24, 2008 AS SERIES NUMBER 2008–0018850 OF OFFICIAL RECORDS.
6. AN EASEMENT FOR TELECOMMUNICATIONS AND INCIDENTAL PURPOSES, RECORDED DECEMBER 27, 2013 AS SERIES NUMBER 2013–0035312 OF OFFICIAL RECORDS.
7. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF AMERICAN CANYON, AND AMERICAN CANYON I, LLC, REGARDING THE AC–1 PROPERTY AND PROJECT" RECORDED JULY 19, 2019 AS SERIES NUMBER 2019–0013806 OF OFFICIAL RECORDS.
8. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MEMORANDUM OF TENANCY–IN–COMMON AGREEMENT" RECORDED SEPTEMBER 3, 2020 AS SERIES NUMBER 2020–0022151 OF OFFICIAL RECORDS.
9. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MEMORANDUM OF TENANCY–IN–COMMON AGREEMENT" RECORDED SEPTEMBER 3, 2020 AS SERIES NUMBER 2020–0022150 OF OFFICIAL RECORDS.

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 20_____ HAS APPROVED THIS MAP ENTITLED "WATSON RANCH LOT 7 (ADJUSTED PARCEL A) FINAL MAP" AND HAS ACCEPTED ON BEHALF OF THE CITY OF AMERICAN CANYON PUBLIC, THE FOLLOWING DEDICATIONS SHOWN HEREON IN THE BODY OF SAID MAP:

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF AMERICAN CANYON IN FEE FOR PUBLIC ROAD AND UTILITY PURPOSES:

1. VITICULTURE STREET
2. RIDDLING STREET
3. RACKING STREET
4. CUVEE STREET

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN NON–EXCLUSIVE EASEMENT FOR PUBLIC PURPOSES:

1. "PUBLIC ACCESS EASEMENT" OR "PAE" IS RESERVED FOR THE PURPOSE OF PUBLIC VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ON, ACROSS, AND OVER THOSE DESIGNATED AREAS.

2. "PUBLIC UTILITY EASEMENT" OR "PUE" IS RESERVED FOR THE PURPOSE OF PUBLIC UTILITIES ON, ACROSS, AND OVER THOSE DESIGNATED AREAS.

3. "EMERGENCY VEHICLE ACCESS EASEMENT" OR "EVA" FOR THE PURPOSE OF INGRESS AND EGRESS OF EMERGENCY VEHICLES.

_____ _____

TARESA GEILFUSS DATE
CITY CLERK, CITY OF AMERICAN CANYON
STATE OF CALIFORNIA

SIGNATURE OMISSIONS

PARTIES LISTED BELOW, OWNERS OF EASEMENTS PER DOCUMENTS NOTED BELOW HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436(a)(3)(A)(1) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY:

1. SPRINT COMMUNICATIONS COMPANY, QWEST COMMUNICATIONS COMPANY, LEVEL 3 COMMUNICATIONS AND WILTEL COMMUNICATIONS: EASEMENT FOR TELECOMMUNICATIONS AND INCIDENTAL PURPOSES PER SERIES NUMBER 2013–0035312 OF OFFICIAL RECORDS (NOT LOCATABLE OF RECORD).

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT THE MAP OF THIS SUBDIVISION WAS EXAMINED BY ME OR UNDER MY DIRECTION, THAT IT IS SUBSTANTIALLY THE SAME AS THE VESTING TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY ORDINANCES APPLICABLE AT THE TIME OF APPROVAL HAVE BEEN COMPLIED WITH.

_____ _____

ERICA AHMANN SMITHIES DATE
CITY ENGINEER, CITY OF AMERICAN CANYON
STATE OF CALIFORNIA
RCE 65468

REGISTERED PROFESSIONAL ENGINEER
ERICA A. SMITHIES
65468
CIVIL
STATE OF CALIFORNIA

I HEREBY STATE THAT THE MAP OF THIS SUBDIVISION WAS EXAMINED BY ME OR UNDER MY DIRECTION AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____ _____

ANTHONY G. CINQUINI DATE
STATE OF CALIFORNIA
LS 8614

PROFESSIONAL LAND SURVEYOR
ANTHONY G. CINQUINI
No. 8614
STATE OF CALIFORNIA

WATSON RANCH
LOT 7 (ADJUSTED PARCEL A) FINAL MAP

CONSISTING OF 18 SHEETS
BEING A SUBDIVISION OF ADJUSTED PARCEL A AS DESCRIBED IN CORPORATION GRANT DEED RECORDED AS SERIES NO. 2022-0021557, OFFICIAL RECORDS NAPA COUNTY
BEING A PORTION OF SECTION 24, T.4W., R.4W., M.D.B.&M.
APN : 059-430-045
136 LOTS, AND 15 PARCELS, 12.86± AC.
CITY OF AMERICAN CANYON, NAPA COUNTY, CALIFORNIA

cbg
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

JULY 2025

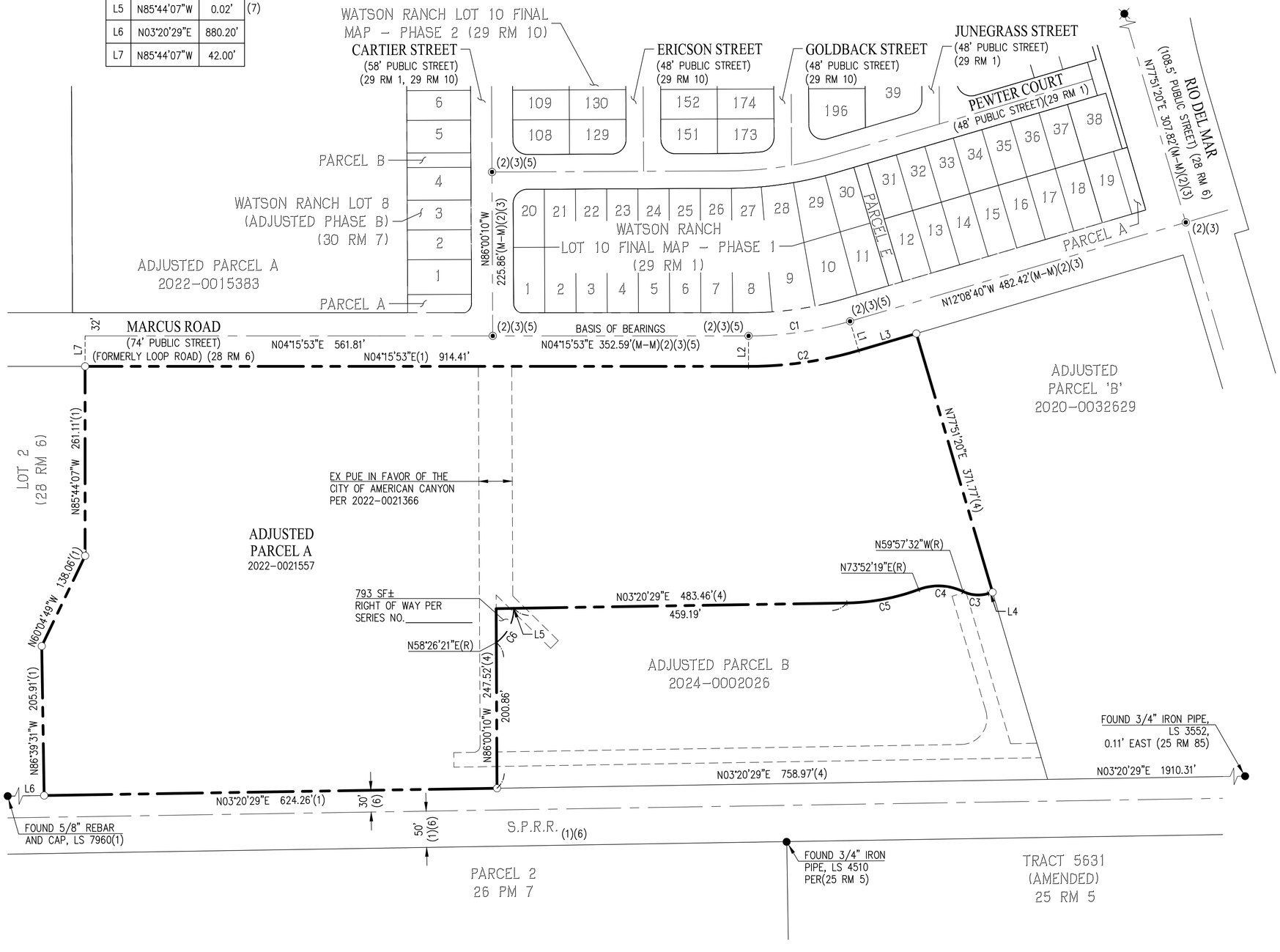
LINE TABLE		
NO	BEARING	LENGTH
L1	N77°51'20"E	42.00'
L2	N85°44'07"W	42.00'
L3	N12°08'40"W	82.92'
L4	N12°08'40"W	6.39' (4)
L5	N85°44'07"W	0.02' (7)
L6	N03°20'29"E	880.20'
L7	N85°44'07"W	42.00'

CURVE TABLE				
NO	RADIUS	DELTA	LENGTH	
C1	495.00'	16°24'33"	141.76'	(2)(3)(5)
C2	537.00'	16°24'33"	153.79'	(1)
C3	48.00'	42°11'08"	35.34'	(4)

CURVE TABLE				
NO	RADIUS	DELTA	LENGTH	
C4	78.00'	46°10'09"	62.85'	(4)
C5	298.00'	19°28'10"	101.26'	(4)
C6	58.00'	54°10'28"	54.84'	(7)

NOTES:

1. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE GROUND LEVEL DISTANCES.
2. REFERENCED RECORD DOCUMENTS DIMENSIONS MATCH MEASURED DIMENSIONS UNLESS RECORD DIMENSIONS IN PARENTHESES.



100' 0' 50' 100' 200' 400'

GRAPHIC SCALE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN ON WATSON RANCH LOT 10 FINAL MAP – PHASE 1 (29 RM 1), THE BEARING BEING N04°15'53"E.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	RIGHT OF WAY DEDICATION
	EASEMENT LINE
	MONUMENT LINE
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–CL)	MONUMENT TO CENTERLINE
(M–PL)	MONUMENT TO PROPERTY LINE
(LL)	LOT LINE
◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
✱	FOUND 5/8" REBAR AND CAP, LS 7960 PER (1) OR AS NOTED
◎	SET STANDARD STREET MONUMENT, LS 7960
○	SET REBAR & CAP OR NAIL & TAG, LS 7960
EVA	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PREE	PRIVATE ELECTRIC EASEMENT
PRWE	PRIVATE WATER EASEMENT
PSYE	PRIVATE SIDE YARD EASEMENT

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) LARGE LOT FINAL MAP WATSON RANCH (28 RM 6)
(2) WATSON RANCH LOT 10 FINAL MAP – PHASE 1 (29 RM 1)
(3) WATSON RANCH LOT 10 FINAL MAP – PHASE 2 (29 RM 10)
(4) CORPORATION GRANT DEED SERIES NO. 2022–0021557
(5) WATSON RANCH LOT 8 (ADJUSTED PARCEL B) (30 RM 7)
(6) SOUTHERN PACIFIC TRANSPORTATION COMPANY, STATION MAP, NAPA JUNCTION SHEET V–80,S–4

WATSON RANCH LOT 7 (ADJUSTED PARCEL A) FINAL MAP

CONSISTING OF 18 SHEETS
BEING A SUBDIVISION OF ADJUSTED PARCEL A AS DESCRIBED IN CORPORATION GRANT DEED RECORDED AS SERIES NO. 2022-0021557, OFFICIAL RECORDS NAPA COUNTY
BEING A PORTION OF SECTION 24, T.4W., R.4W., M.D.B.&M.
APN : 059-430-045
136 LOTS, AND 15 PARCELS, 12.86± AC.
CITY OF AMERICAN CANYON, NAPA COUNTY, CALIFORNIA

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WWW.CBANDG.COM
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SCALE: 1" = 100' JULY 2025

60' 0' 30' 60' 120' 240'

GRAPHIC SCALE

ADJUSTED PARCEL A
2022-0015383

PARCEL A

CARTIER STREET
(PUBLIC STREET)

WATSON RANCH LOT 10 FINAL MAP – PHASE 1
(29 RM 1)

MARCUS ROAD
(FORMERLY LOOP ROAD)

LOT 2
(28 RM 6)

PARCEL A

APPELLATION LANE
(PRIVATE STREET)

VITICULTURE STREET
(PUBLIC STREET)

VINEWOOD LANE
(PRIVATE STREET)

ADJUSTED PARCEL 'B'
2020-0032629

PARCEL N

RIDDLING STREET
(PUBLIC STREET)

RACKING STREET
(PUBLIC STREET)

FLUTE COURT
(PRIVATE STREET)

GOBLET COURT
(PRIVATE STREET)

TERRACE COURT
(PRIVATE STREET)

PARCEL O

PARCEL D

CUVEE STREET
(PUBLIC STREET)

PARCEL B

AROMA COURT
(PRIVATE STREET)

BARREL COURT
(PRIVATE STREET)

BOUQUET COURT
(PRIVATE STREET)

CANOPY COURT
(PRIVATE STREET)

PARCEL C

ADJUSTED PARCEL B
2024-0002026

S.P.R.R.

WATSON RANCH
LOT 7 (ADJUSTED PARCEL A)
FINAL MAP

CONSISTING OF 18 SHEETS
BEING A SUBDIVISION OF ADJUSTED PARCEL A AS
DESCRIBED IN CORPORATION GRANT DEED RECORDED AS
SERIES NO. 2022-0021557, OFFICIAL RECORDS NAPA COUNTY
BEING A PORTION OF SECTION 24, T.4W., R.4W., M.D.B.&M.
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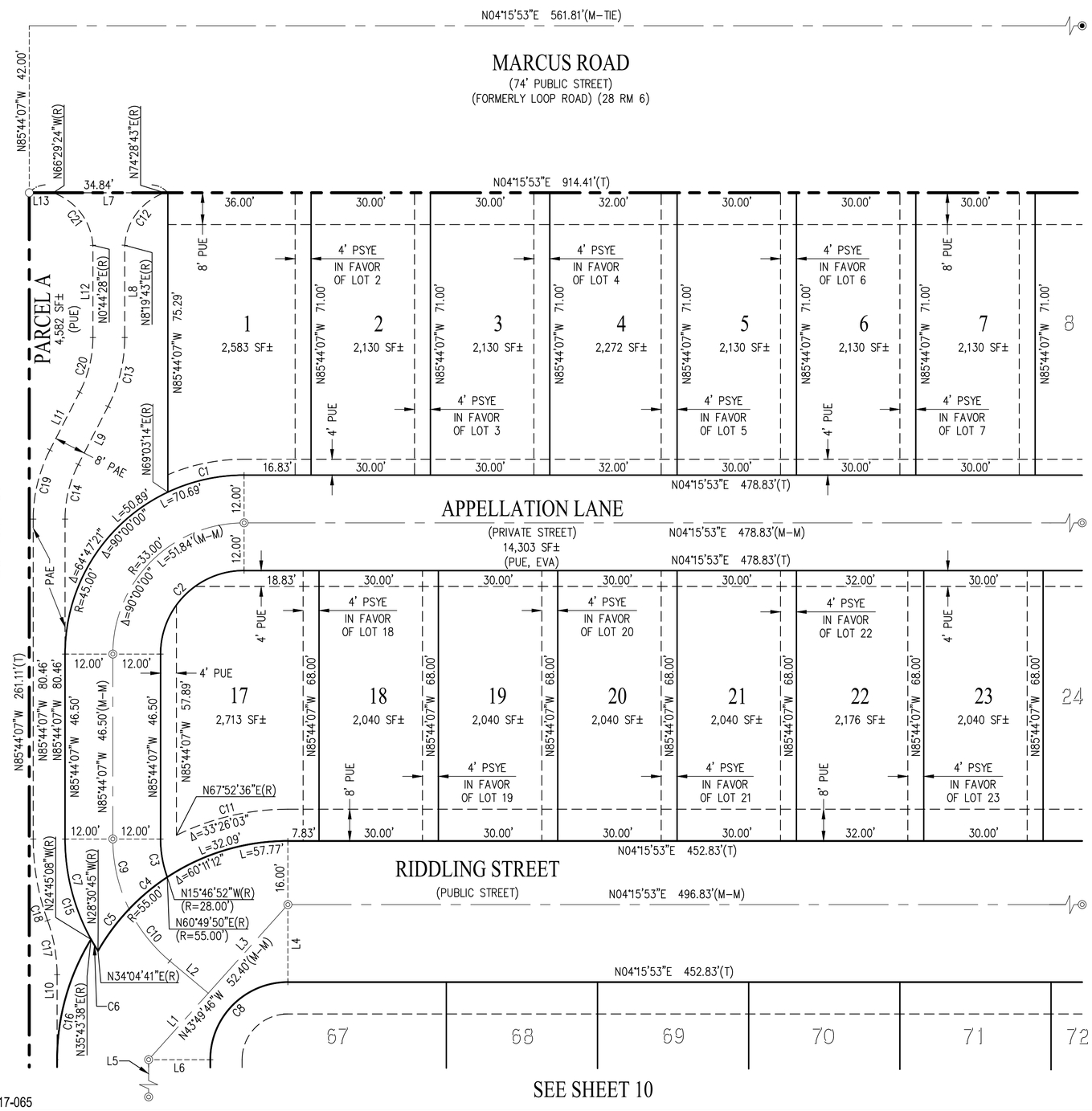
SCALE: 1" = 60' JULY 2025

JOB NO. 1217-065

SHEET 4 OF 18



LINE TABLE			
NO	BEARING	LENGTH	
L1	N43°49'46"W	22.47'	
L2	N44°10'40"E	12.61'	
L3	N43°49'46"W	29.93'	
L4	N85°44'07"W	19.50'	
L5	N85°44'07"W	115.50'	(M-M)
L6	N04°15'53"E	15.50'	
L7	N04°15'53"E	28.00'	
L8	N85°44'07"W	23.20'	
L9	N58°32'23"W	16.37'	
L10	N85°44'07"W	21.38'	
L11	N58°32'23"W	16.37'	
L12	N85°44'07"W	23.20'	
L13	N04°15'53"E	6.00'	

CURVE TABLE				
NO	RADIUS	DELTA	LENGTH	
C1	45.00'	25°12'39"	19.80'	
C2	21.00'	90°00'00"	32.99'	
C3	28.00'	20°02'45"	9.80'	
C4	55.00'	13°04'20"	12.55'	
C5	55.00'	13°40'49"	13.13'	
C6	52.00'	3°45'37"	3.41'	
C7	52.00'	32°46'38"	29.75'	
C8	19.50'	90°00'00"	30.63'	
C9	40.00'	26°10'10"	18.27'	(M-PL)
C10	40.00'	23°55'03"	16.70'	
C11	63.00'	26°23'16"	29.01'	
C12	15.18'	66°09'00"	17.52'	
C13	38.00'	27°11'44"	18.04'	
C14	30.00'	27°11'44"	14.24'	
C15	52.00'	29°01'00"	26.34'	
C16	58.00'	31°27'45"	31.85'	
C17	40.00'	19°56'54"	13.93'	
C18	60.00'	19°56'54"	20.89'	
C19	38.00'	27°11'44"	18.04'	
C20	30.00'	27°11'44"	14.24'	
C21	14.96'	67°13'52"	17.55'	

20' 0' 10' 20' 40' 80'

GRAPHIC SCALE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN ON WATSON RANCH LOT 10 FINAL MAP – PHASE 1 (29 RM 1), THE BEARING BEING N04°15'53"E.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	RIGHT OF WAY DEDICATION
	EASEMENT LINE
	MONUMENT LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-CL)	MONUMENT TO CENTERLINE
(M-PL)	MONUMENT TO PROPERTY LINE
(LL)	LOT LINE
◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
⊗	FOUND 5/8" REBAR AND CAP, LS 7960 PER (1) OR AS NOTED
◎	SET STANDARD STREET MONUMENT, LS 7960
○	SET REBAR & CAP OR NAIL & TAG, LS 7960
EVA	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PREE	PRIVATE ELECTRIC EASEMENT
PRWE	PRIVATE WATER EASEMENT
PSYE	PRIVATE SIDE YARD EASEMENT

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) LARGE LOT FINAL MAP WATSON RANCH (28 RM 6)
(2) WATSON RANCH LOT 10 FINAL MAP – PHASE 1 (29 RM 1)
(3) WATSON RANCH LOT 10 FINAL MAP – PHASE 2 (29 RM 10)
(4) CORPORATION GRANT DEED SERIES NO. 2022-0021557
(5) WATSON RANCH LOT 8 (ADJUSTED PARCEL B) (30 RM 7)
(6) SOUTHERN PACIFIC TRANSPORTATION COMPANY, STATION MAP, NAPA JUNCTION SHEET V-80,S-4

WATSON RANCH
LOT 7 (ADJUSTED PARCEL A)
FINAL MAP

CONSISTING OF 18 SHEETS
BEING A SUBDIVISION OF ADJUSTED PARCEL A AS DESCRIBED IN CORPORATION GRANT DEED RECORDED AS SERIES NO. 2022-0021557, OFFICIAL RECORDS NAPA COUNTY
BEING A PORTION OF SECTION 24, T.4W., R.4W., M.D.B.&M.
APN : 059-430-045
136 LOTS, AND 15 PARCELS, 12.86± AC.
CITY OF AMERICAN CANYON, NAPA COUNTY, CALIFORNIA

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ROSEVILLE ▪ (916)788-4456
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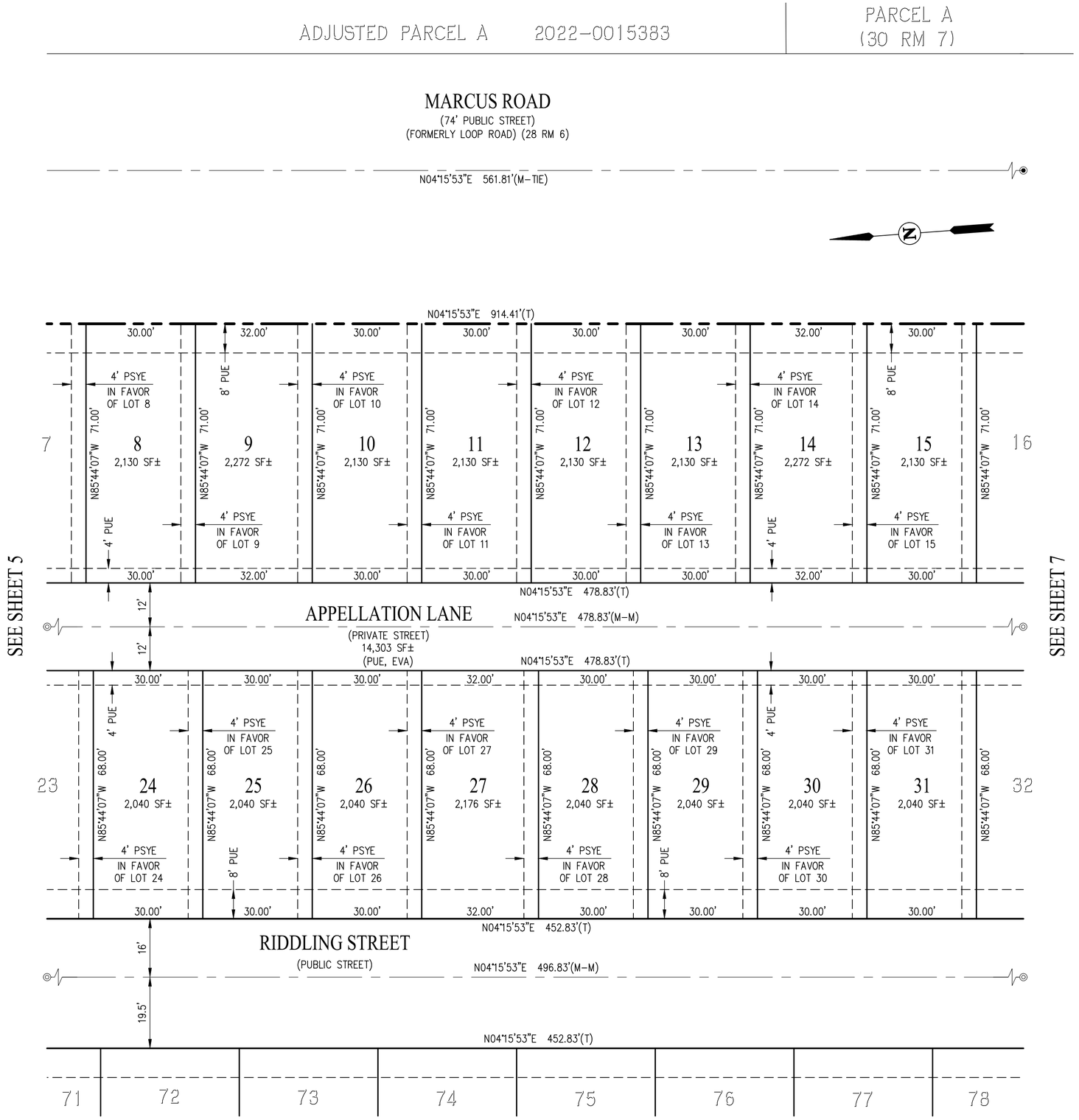
SCALE: 1" = 20' JULY 2025

ADJUSTED PARCEL A 2022-0015383 | PARCEL A (30 RM 7)



20' 0' 10' 20' 40' 80'

GRAPHIC SCALE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN ON WATSON RANCH LOT 10 FINAL MAP – PHASE 1 (29 RM 1), THE BEARING BEING N04°15'53"E.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	RIGHT OF WAY DEDICATION
	EASEMENT LINE
	MONUMENT LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-CL)	MONUMENT TO CENTERLINE
(M-PL)	MONUMENT TO PROPERTY LINE
(LL)	LOT LINE
◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
⊗	FOUND 5/8" REBAR AND CAP, LS 7960 PER (1) OR AS NOTED
◎	SET STANDARD STREET MONUMENT, LS 7960
○	SET REBAR & CAP OR NAIL & TAG, LS 7960
EVA	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PREE	PRIVATE ELECTRIC EASEMENT
PRWE	PRIVATE WATER EASEMENT
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WATSON RANCH
LOT 7 (ADJUSTED PARCEL A)
FINAL MAP

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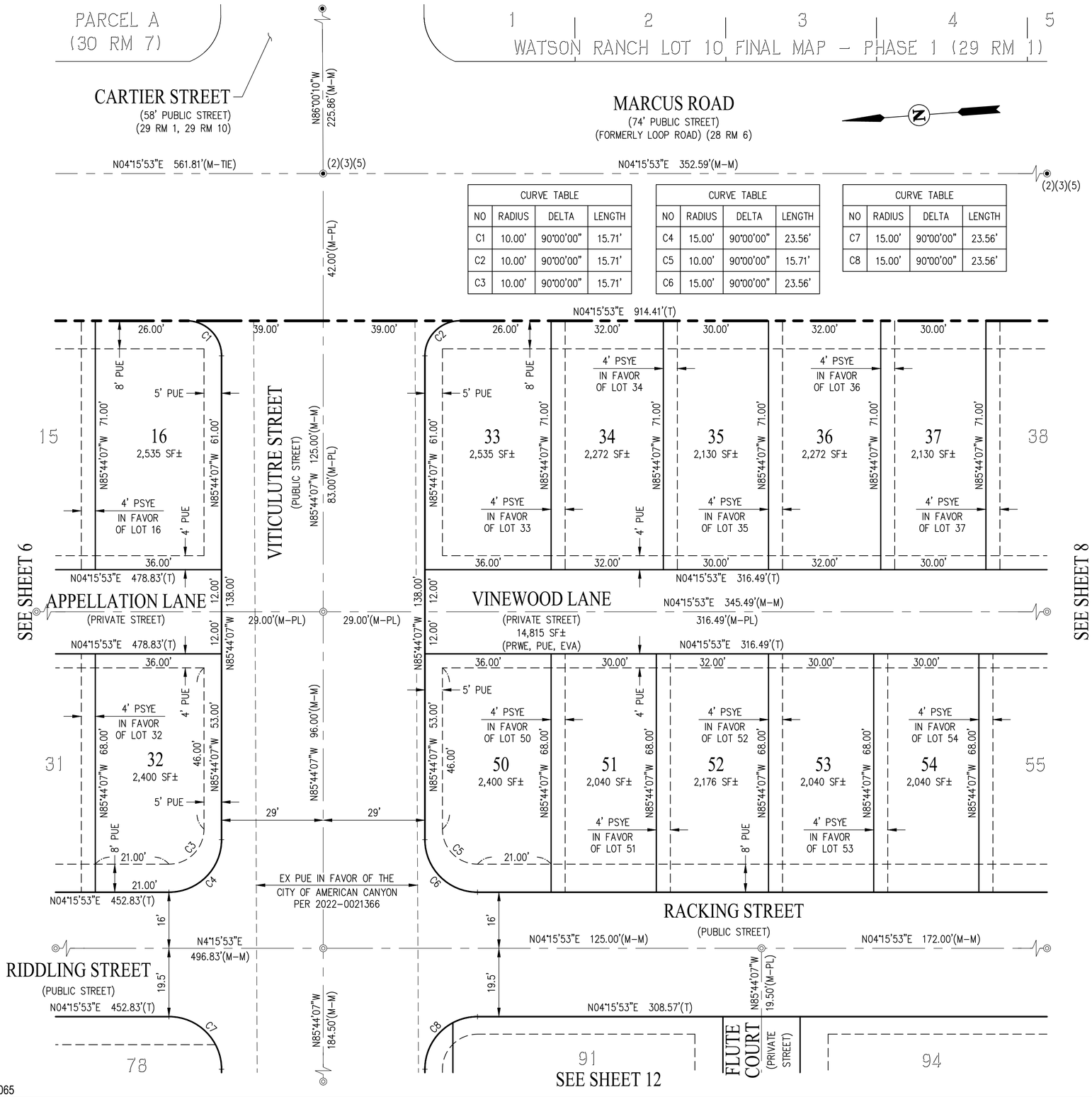
SCALE: 1" = 20' JULY 2025



20' 0' 10' 20' 40' 80'

GRAPHIC SCALE

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LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	RIGHT OF WAY DEDICATION
	EASEMENT LINE
	MONUMENT LINE
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–CL)	MONUMENT TO CENTERLINE
(M–PL)	MONUMENT TO PROPERTY LINE
(LL)	LOT LINE
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WATSON RANCH
LOT 7 (ADJUSTED PARCEL A)
FINAL MAP

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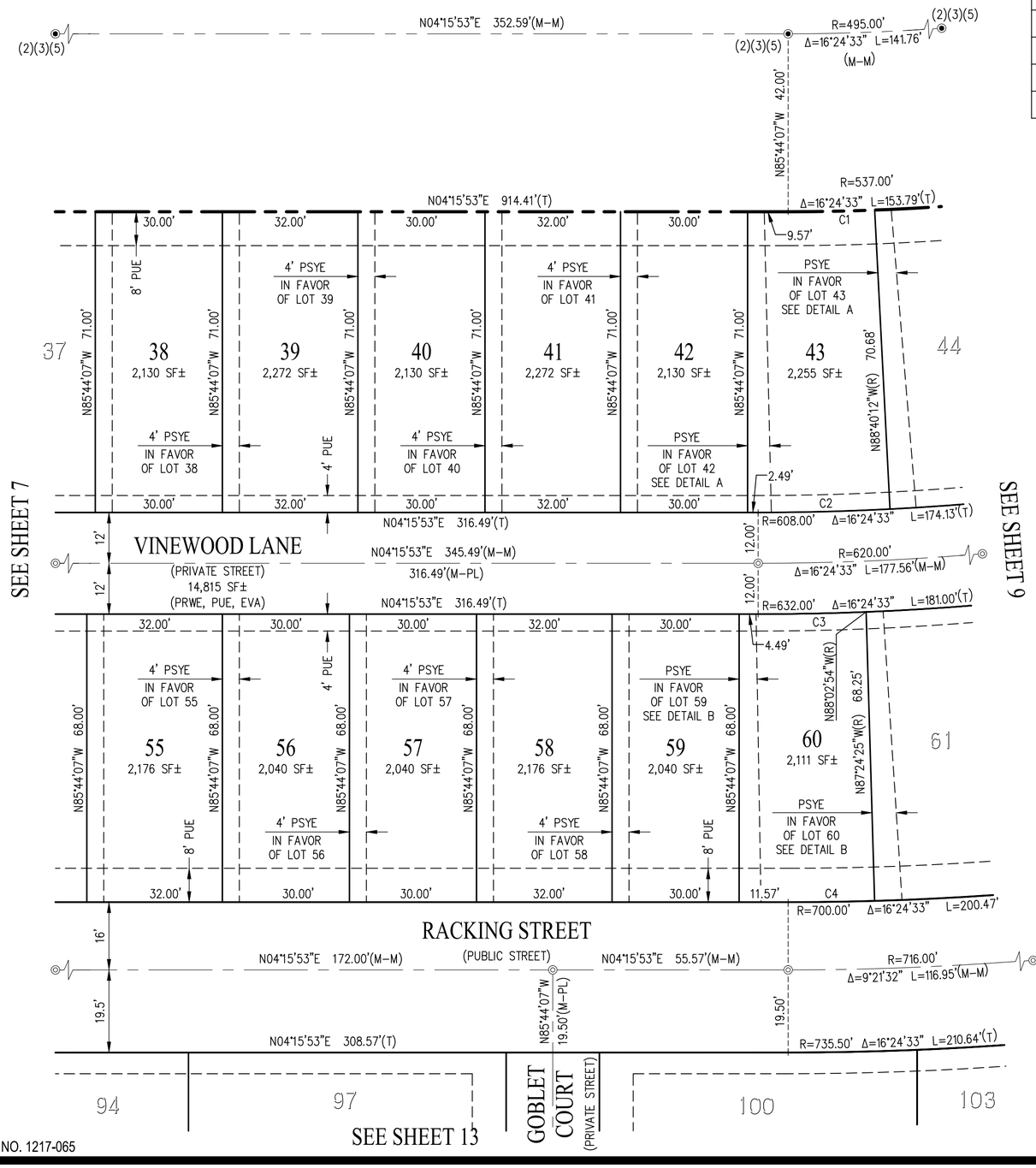
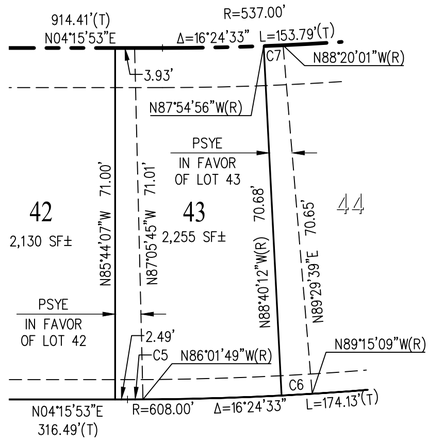
SCALE: 1" = 20' JULY 2025

JOB NO. 1217-065

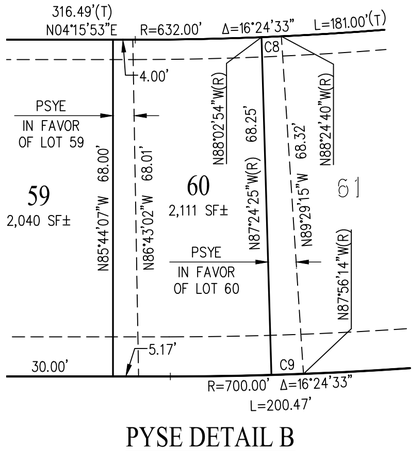


CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	537.00'	2°10'49"	20.43'
C2	608.00'	2°56'05"	31.14'
C3	632.00'	2°18'47"	25.51'
C4	700.00'	1°40'17"	20.42'
C5	608.00'	0°17'41"	3.13'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C6	608.00'	0°34'57"	6.18'
C7	537.00'	0°25'05"	3.92'
C8	632.00'	0°21'46"	4.00'
C9	700.00'	0°31'50"	6.48'



PYSE DETAIL A
SCALE 1"=20'



PYSE DETAIL B
SCALE 1"=20'

20' 0' 10' 20' 40' 80'
GRAPHIC SCALE

BASIS OF BEARINGS:

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LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	RIGHT OF WAY DEDICATION
	EASEMENT LINE
	MONUMENT LINE
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
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WATSON RANCH LOT 7 (ADJUSTED PARCEL A) FINAL MAP

CONSISTING OF 18 SHEETS
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SCALE: 1" = 20' JULY 2025

LINE TABLE			
NO	BEARING	LENGTH	
L1	N12°08'40"W	21.28'	
L2	N12°08'40"W	21.28'	(M–M)
L3	N12°08'40"W	16.66'	
L4	N12°08'40"W	12.00'	(M–PL)
L5	N12°08'40"W	2.28'	
L6	N77°51'20"E	16.00'	
L7	N77°51'20"E	21.16'	
L8	N12°08'40"W	4.17'	
L9	N77°51'20"E	10.00'	
L10	N04°04'00"W	11.22'	
L11	N86°58'01"E	22.50'	
L12	N85°56'00"E	22.49'	
L13	N12°08'40"W	4.62'	
L14	N12°08'40"W	21.28'	

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	537.00'	3°12'05"	30.00'
C2	537.00'	3°24'53"	32.00'
C3	537.00'	3°12'05"	30.00'
C4	537.00'	3°12'05"	30.00'
C5	537.00'	1°12'36"	11.34'
C6	608.00'	3°11'53"	33.94'
C7	608.00'	3°24'31"	36.17'
C8	608.00'	3°11'35"	33.88'
C9	608.00'	3°11'28"	33.86'
C10	608.00'	0°29'01"	5.13'
C11	47.00'	7°58'03"	6.54'
C12	47.00'	30°27'24"	24.98'
C13	632.00'	2°54'05"	32.00'
C14	632.00'	2°36'30"	28.77'
C15	632.00'	0°58'48"	10.81'
C16	632.00'	2°40'51"	29.57'
C17	632.00'	2°38'58"	29.22'
C18	632.00'	2°16'34"	25.11'
C19	700.00'	0°10'40"	2.17'
C20	23.00'	90°00'00"	36.13'
C21	9.87'	90°00'00"	15.50'
C22	242.00'	7°54'50"	33.43'
C23	258.00'	7°54'50"	35.64'
C24	250.00'	7°54'50"	34.53'
C25	250.00'	7°54'50"	34.53'

NOTE:

SEE SHEET 18 FOR PYSE DETAILS FOR LOTS 44–48 & 61–65

20' 0' 10' 20' 40' 80'

GRAPHIC SCALE

BASIS OF BEARINGS:

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LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	RIGHT OF WAY DEDICATION
	EASEMENT LINE
	MONUMENT LINE
(T)	TOTAL
(R)	RADIAL
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WATSON RANCH
LOT 7 (ADJUSTED PARCEL A)
FINAL MAP

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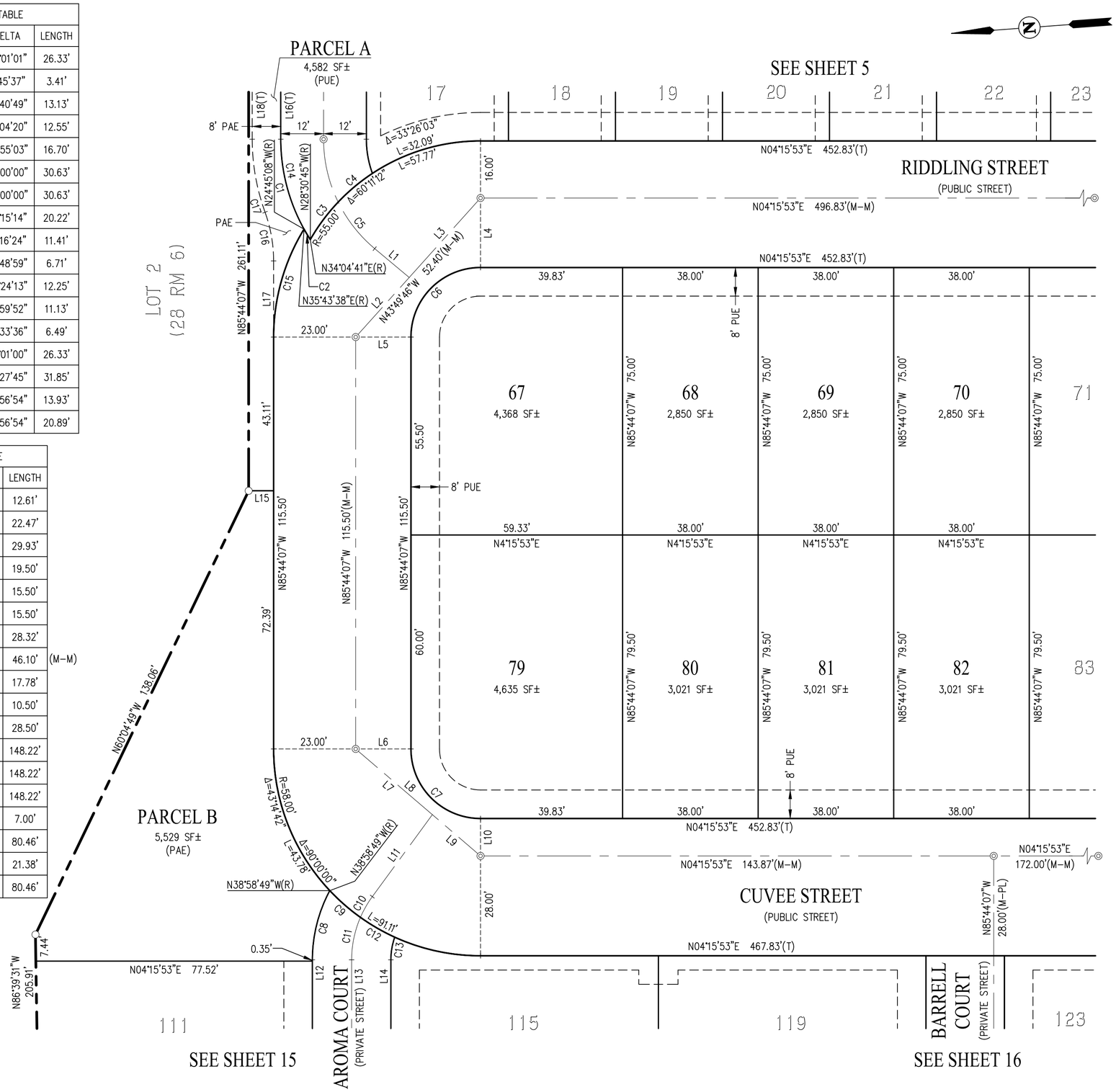
SCALE: 1" = 20' JULY 2025

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	52.00'	29°01'01"	26.33'
C2	52.00'	3°45'37"	3.41'
C3	55.00'	13°40'49"	13.13'
C4	55.00'	13°04'20"	12.55'
C5	40.00'	23°55'03"	16.70'
C6	19.50'	90°00'00"	30.63'
C7	19.50'	90°00'00"	30.63'
C8	41.00'	28°15'14"	20.22'
C9	58.00'	11°16'24"	11.41'
C10	30.00'	12°48'59"	6.71'
C11	30.00'	23°24'13"	12.25'
C12	58.00'	10°59'52"	11.13'
C13	19.00'	19°33'36"	6.49'
C14	52.00'	29°01'00"	26.33'
C15	58.00'	31°27'45"	31.85'
C16	40.00'	19°56'54"	13.93'
C17	60.00'	19°56'54"	20.89'

LINE TABLE			
NO	BEARING	LENGTH	
L1	N44°10'40"E	12.61'	
L2	N43°49'46"W	22.47'	
L3	N43°49'46"W	29.93'	
L4	N85°44'07"W	19.50'	
L5	N04°15'53"E	15.50'	
L6	N04°15'53"E	15.50'	
L7	N44°51'57"E	28.32'	
L8	N44°51'57"E	46.10'	(M–M)
L9	N44°51'57"E	17.78'	
L10	N85°44'07"W	10.50'	
L11	N49°30'55"W	28.50'	
L12	N85°44'07"W	148.22'	
L13	N85°44'07"W	148.22'	
L14	N85°44'07"W	148.22'	
L15	N04°15'53"E	7.00'	
L16	N85°44'07"W	80.46'	
L17	N85°44'07"W	21.38'	
L18	N85°44'07"W	80.46'	



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GRAPHIC SCALE

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LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
— — —	RIGHT OF WAY DEDICATION
– – –	EASEMENT LINE
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WATSON RANCH
LOT 7 (ADJUSTED PARCEL A)
FINAL MAP

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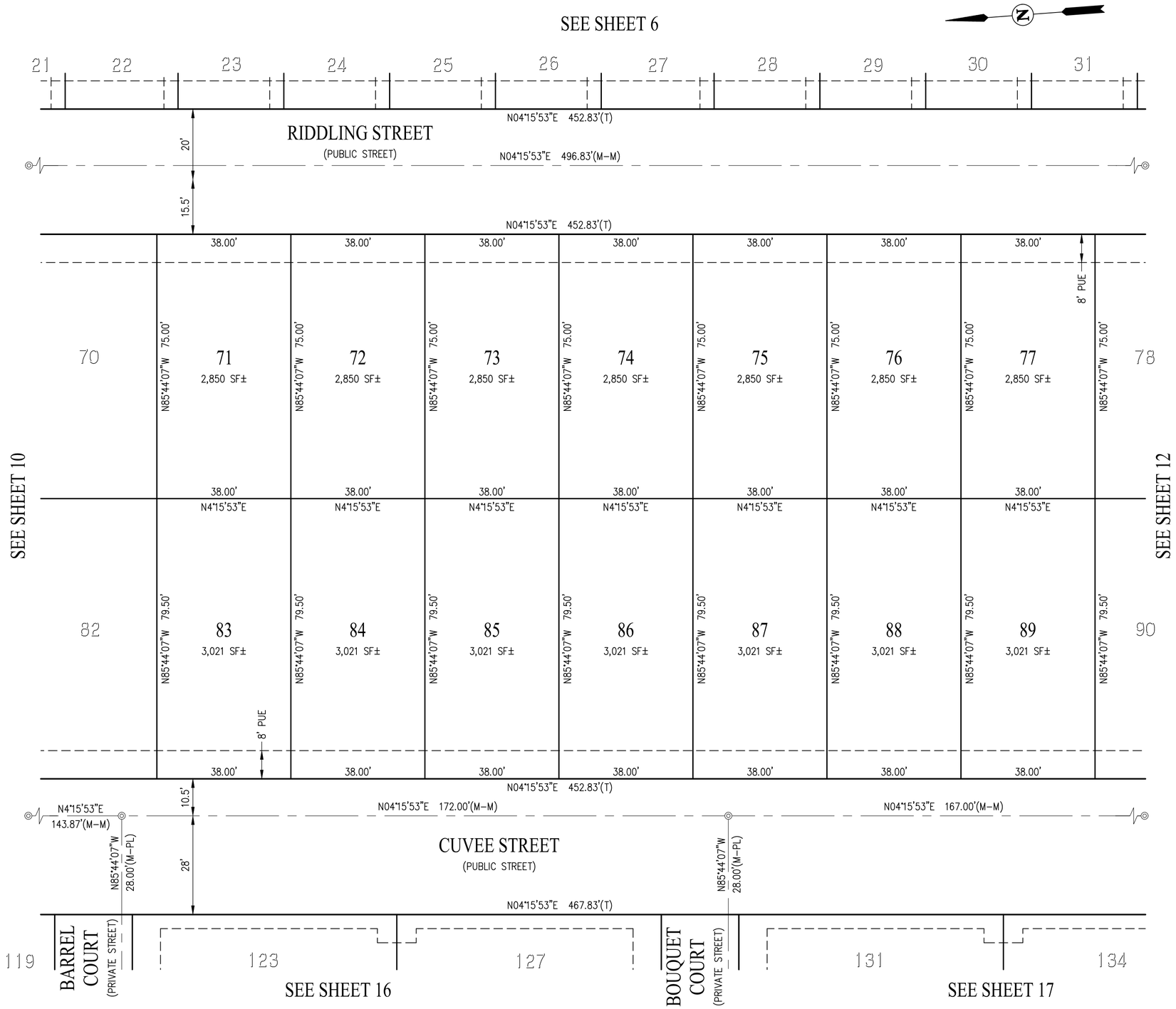

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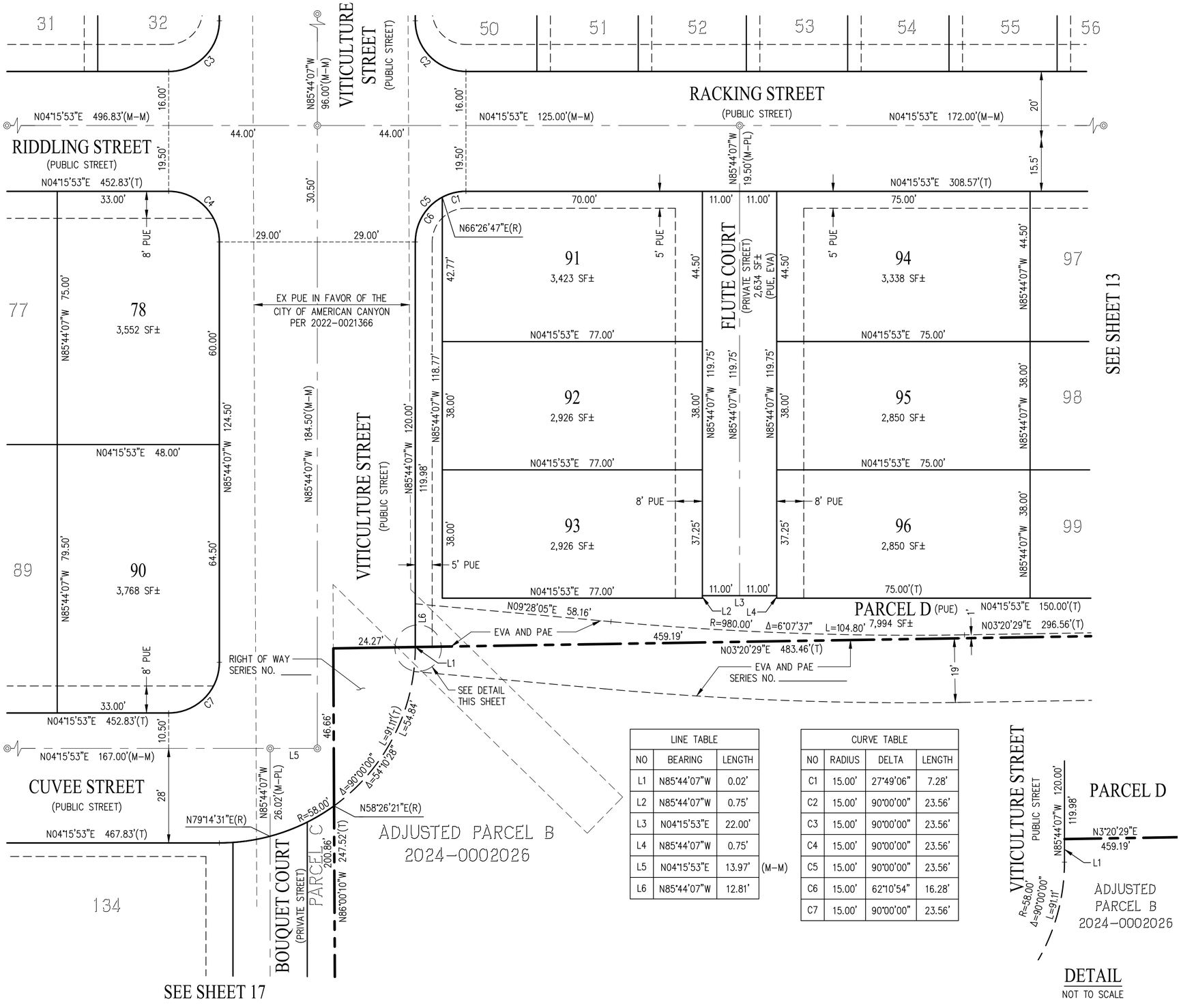
SEE SHEET 7

SEE SHEET 11

SEE SHEET 13

SEE SHEET 17



LINE TABLE			
NO	BEARING	LENGTH	
L1	N85°44'07"W	0.02'	
L2	N85°44'07"W	0.75'	
L3	N04°15'53"E	22.00'	
L4	N85°44'07"W	0.75'	
L5	N04°15'53"E	13.97'	(M-M)
L6	N85°44'07"W	12.81'	

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	15.00'	27°49'06"	7.28'
C2	15.00'	90°00'00"	23.56'
C3	15.00'	90°00'00"	23.56'
C4	15.00'	90°00'00"	23.56'
C5	15.00'	90°00'00"	23.56'
C6	15.00'	62°10'54"	16.28'
C7	15.00'	90°00'00"	23.56'

DETAIL
NOT TO SCALE

20' 0' 10' 20' 40' 80'

GRAPHIC SCALE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN ON WATSON RANCH LOT 10 FINAL MAP – PHASE 1 (29 RM 1), THE BEARING BEING N04°15'53"E.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	RIGHT OF WAY DEDICATION
	EASEMENT LINE
	MONUMENT LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-CL)	MONUMENT TO CENTERLINE
(M-PL)	MONUMENT TO PROPERTY LINE
(LL)	LOT LINE
◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
✱	FOUND 5/8" REBAR AND CAP, LS 7960 PER (1) OR AS NOTED
◎	SET STANDARD STREET MONUMENT, LS 7960
○	SET REBAR & CAP OR NAIL & TAG, LS 7960
EVA	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PREE	PRIVATE ELECTRIC EASEMENT
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PSYE	PRIVATE SIDE YARD EASEMENT

REFERENCES:

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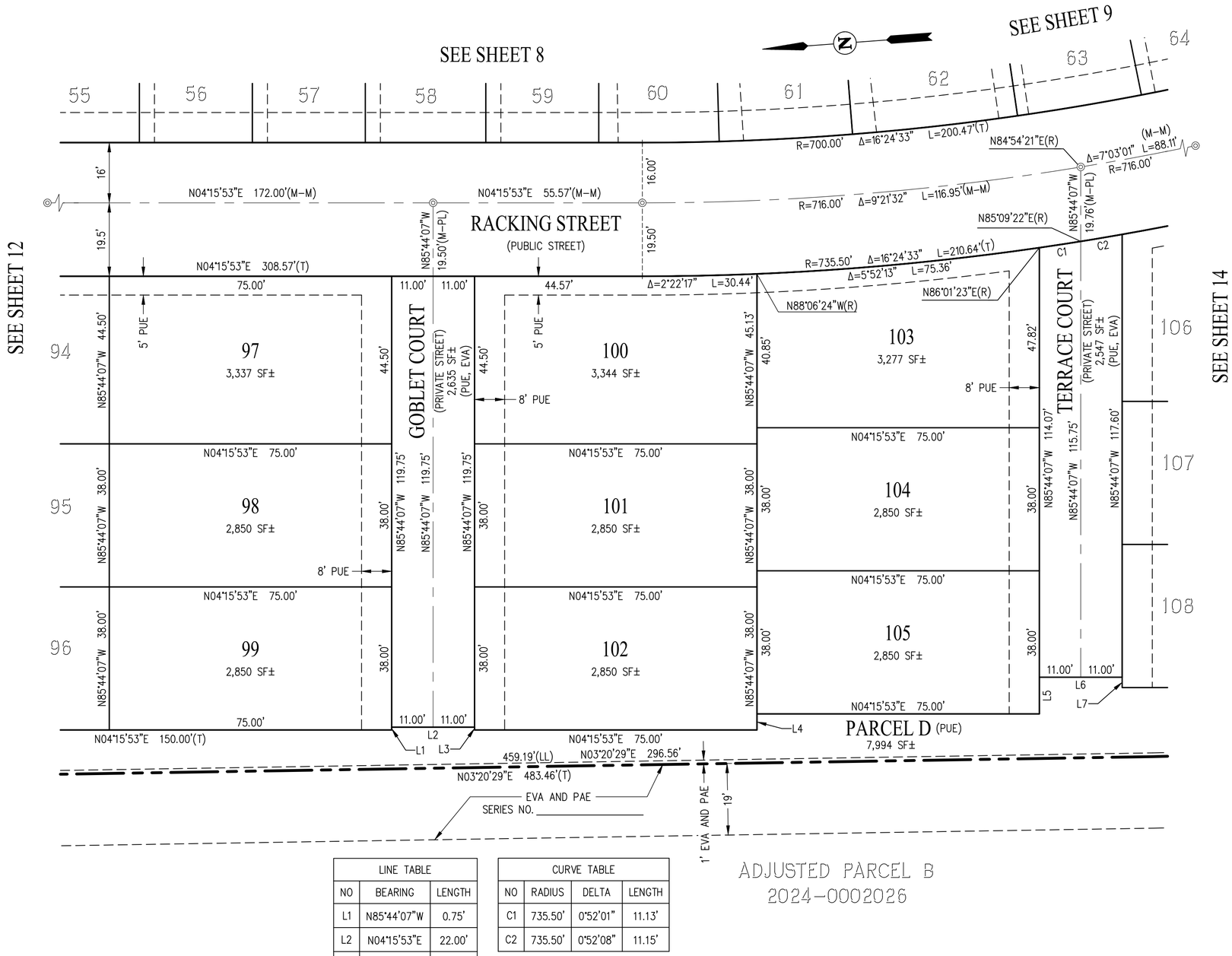
(2) WATSON RANCH LOT 10 FINAL MAP – PHASE 1 (29 RM 1)
(3) WATSON RANCH LOT 10 FINAL MAP – PHASE 2 (29 RM 10)
(4) CORPORATION GRANT DEED SERIES NO. 2022-0021557
(5) WATSON RANCH LOT 8 (ADJUSTED PARCEL B) (30 RM 7)
(6) SOUTHERN PACIFIC TRANSPORTATION COMPANY, STATION MAP, NAPA JUNCTION SHEET V-80,S-4

WATSON RANCH
LOT 7 (ADJUSTED PARCEL A) FINAL MAP

CONSISTING OF 18 SHEETS
BEING A SUBDIVISION OF ADJUSTED PARCEL A AS DESCRIBED IN CORPORATION GRANT DEED RECORDED AS SERIES NO. 2022-0021557, OFFICIAL RECORDS NAPA COUNTY
BEING A PORTION OF SECTION 24, T.4W., R.4W., M.D.B.&M.
APN : 059-430-045
136 LOTS, AND 15 PARCELS, 12.86± AC.
CITY OF AMERICAN CANYON, NAPA COUNTY, CALIFORNIA

cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM

SCALE: 1" = 20' JULY 2025



LINE TABLE		
NO	BEARING	LENGTH
L1	N85°44'07"W	0.75'
L2	N04°15'53"E	22.00'
L3	N85°44'07"W	0.75'
L4	N85°44'07"W	4.28'
L5	N85°44'07"W	9.75'
L6	N04°15'53"E	22.00'
L7	N85°44'07"W	2.75'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	735.50'	0°52'01"	11.13'
C2	735.50'	0°52'08"	11.15'

20' 0' 10' 20' 40' 80'

GRAPHIC SCALE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN ON WATSON RANCH LOT 10 FINAL MAP – PHASE 1 (29 RM 1), THE BEARING BEING N04°15'53"E.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	RIGHT OF WAY DEDICATION
	EASEMENT LINE
	MONUMENT LINE
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
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WATSON RANCH
LOT 7 (ADJUSTED PARCEL A)
FINAL MAP

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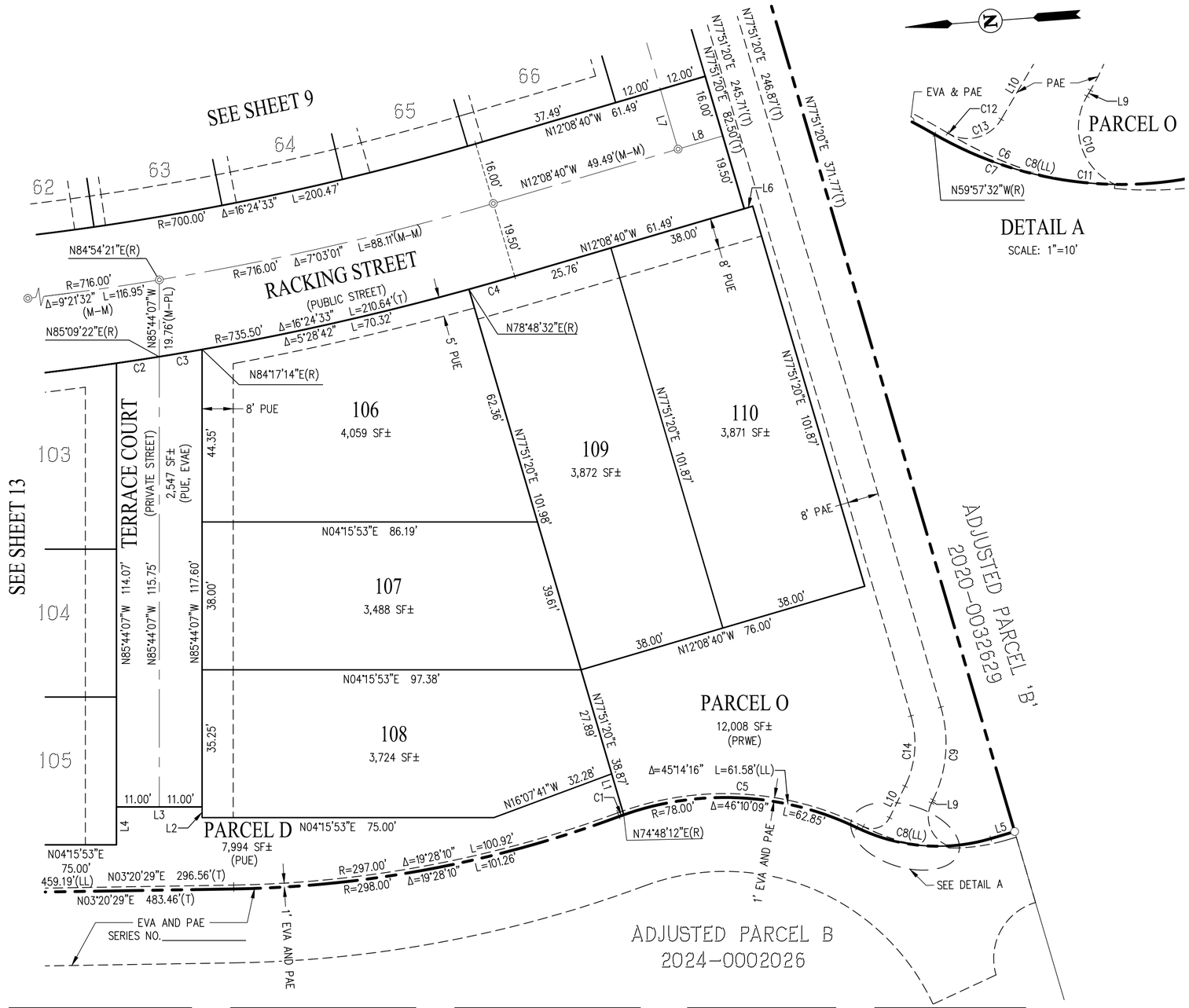
SCALE: 1" = 20' JULY 2025



DETAIL A
SCALE: 1"=10'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	78.00'	0°55'53"	1.27'
C2	735.65'	0°52'00"	11.13'
C3	735.65'	0°52'08"	11.15'
C4	735.50'	0°57'12"	12.24'
C5	79.00'	47°23'06"	65.33'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C6	49.50'	17°23'05"	15.02'
C7	48.00'	20°07'10"	16.86'
C8	48.00'	42°11'08"	35.34'
C9	33.00'	42°32'37"	24.50'
C10	8.00'	95°56'30"	13.40'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C11	48.00'	8°54'20"	7.46'
C12	79.00'	0°13'11"	0.30'
C13	5.00'	90°38'22"	7.91'
C14	25.00'	42°32'37"	18.56'

LINE TABLE		
NO	BEARING	LENGTH
L1	N77°51'20"E	10.98'
L2	N85°44'07"W	2.75'
L3	N04°15'53"E	22.00'
L4	N85°44'07"W	9.75'
L5	N12°08'40"W	6.39'

LINE TABLE			
NO	BEARING	LENGTH	
L6	N12°08'40"W	2.28'	
L7	N77°51'20"E	16.00'	(M-PL)
L8	N12°08'40"W	12.00'	(M-PL)
L9	N59°36'03"W	0.89'	
L10	N59°36'03"W	9.02'	

20' 0' 10' 20' 40' 80'

GRAPHIC SCALE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN ON WATSON RANCH LOT 10 FINAL MAP – PHASE 1 (29 RM 1), THE BEARING BEING N04°15'53"E.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	RIGHT OF WAY DEDICATION
	EASEMENT LINE
	MONUMENT LINE
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–CL)	MONUMENT TO CENTERLINE
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(6) SOUTHERN PACIFIC TRANSPORTATION COMPANY, STATION MAP, NAPA JUNCTION SHEET V–80,S–4

WATSON RANCH
LOT 7 (ADJUSTED PARCEL A)
FINAL MAP

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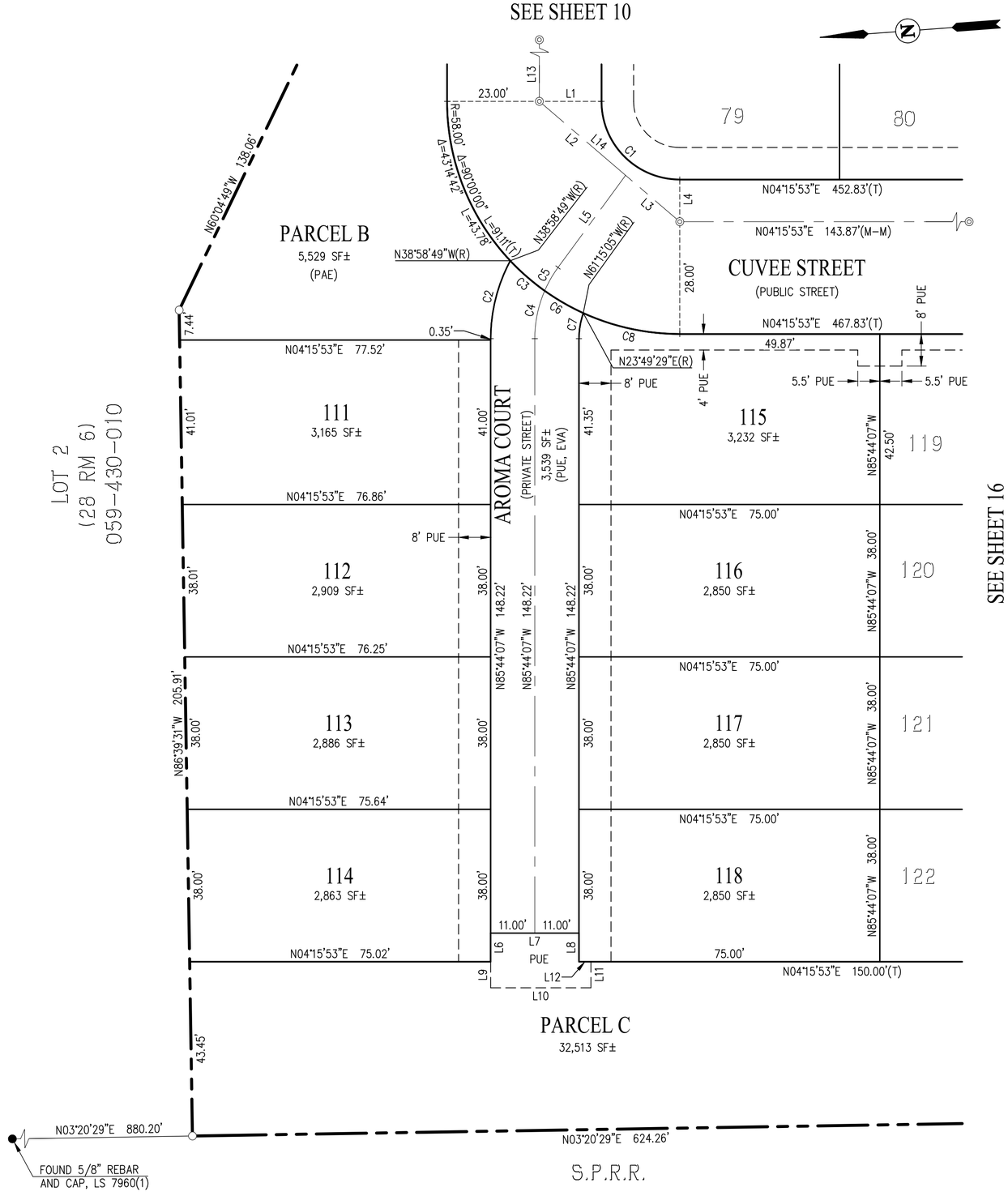
SCALE: 1" = 20' JULY 2025

JOB NO. 1217-065

SHEET 14 OF 18



LINE TABLE		
NO	BEARING	LENGTH
L1	N04°15'53"E	15.50'
L2	N44°51'57"E	28.32'
L3	N44°51'57"E	17.78'
L4	N85°44'07"W	10.50'
L5	N49°30'55"W	28.50'
L6	N85°44'07"W	7.13'
L7	N04°15'53"E	22.00'
L8	N85°44'07"W	7.13'
L9	N85°44'07"W	6.50'
L10	N04°15'53"E	25.00'
L11	N85°44'07"W	6.50'
L12	N04°15'53"E	3.00'
L13	N85°44'07"W	115.50' (M-M)
L14	N44°51'57"E	46.10' (M-M)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	19.50'	90°00'00"	30.63'
C2	41.00'	28°15'14"	20.22'
C3	58.00'	11°16'24"	11.41'
C4	30.00'	23°24'13"	12.25'
C5	30.00'	12°48'59"	6.71'
C6	58.00'	10°59'52"	11.13'
C7	19.00'	19°33'36"	6.49'
C8	58.00'	24°29'02"	24.78'

20' 0' 10' 20' 40' 80'

GRAPHIC SCALE

BASIS OF BEARINGS:

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LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	RIGHT OF WAY DEDICATION
	EASEMENT LINE
	MONUMENT LINE
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
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WATSON RANCH
LOT 7 (ADJUSTED PARCEL A)
FINAL MAP

CONSISTING OF 18 SHEETS
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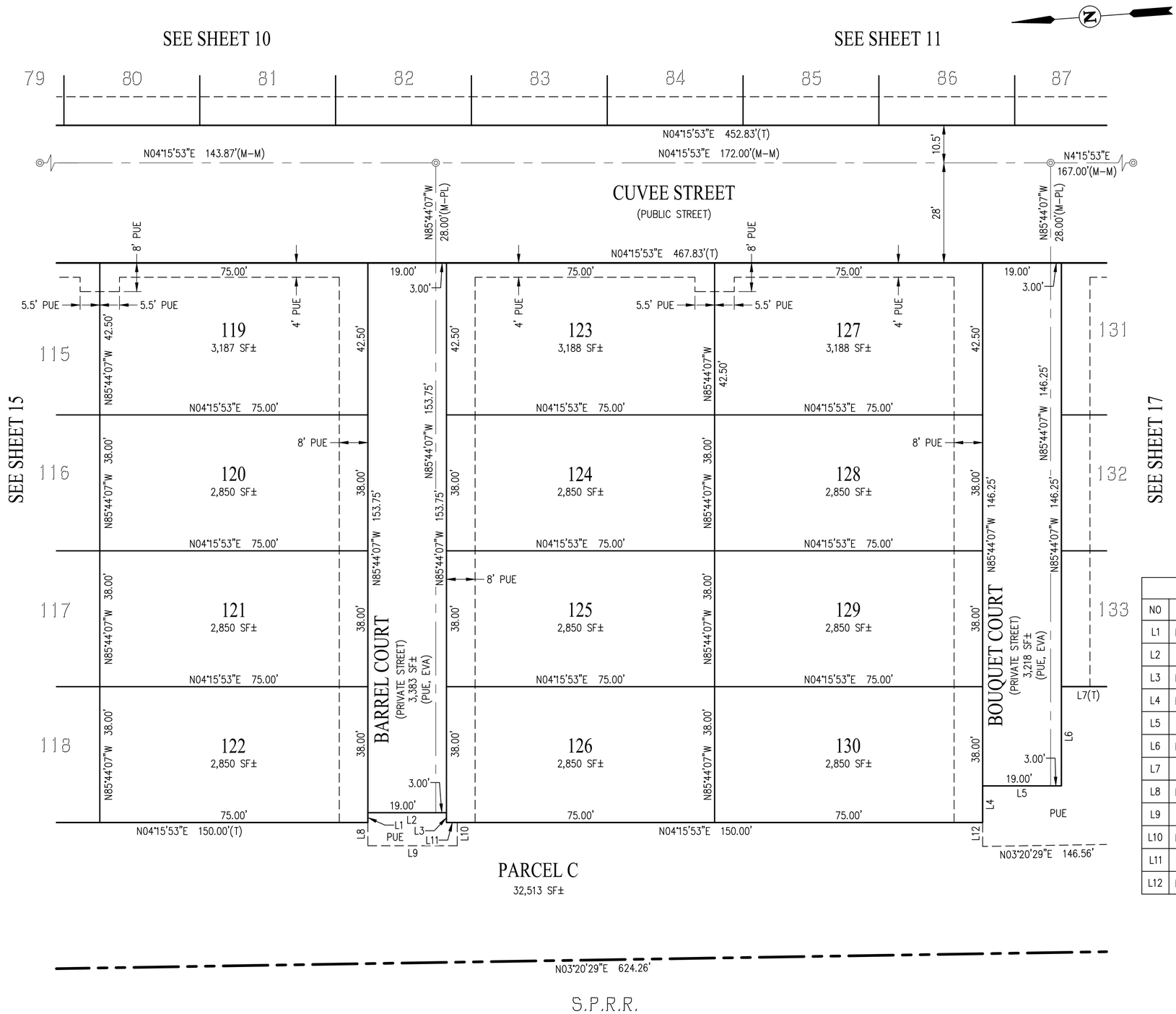

LINE TABLE		
NO	BEARING	LENGTH
L1	N85°44'07"W	2.75'
L2	N04°15'53"E	22.00'
L3	N85°44'07"W	2.75'
L4	N85°44'07"W	10.25'
L5	N04°15'53"E	22.00'
L6	N85°44'07"W	27.75'
L7	N04°15'53"E	153.00'
L8	N85°44'07"W	6.50'
L9	N04°15'53"E	25.00'
L10	N85°44'07"W	6.50'
L11	N04°15'53"E	3.00'
L12	N85°44'07"W	6.70'

20' 0' 10' 20' 40' 80'

GRAPHIC SCALE

BASIS OF BEARINGS:

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LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	RIGHT OF WAY DEDICATION
	EASEMENT LINE
	MONUMENT LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
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WATSON RANCH LOT 7 (ADJUSTED PARCEL A) FINAL MAP

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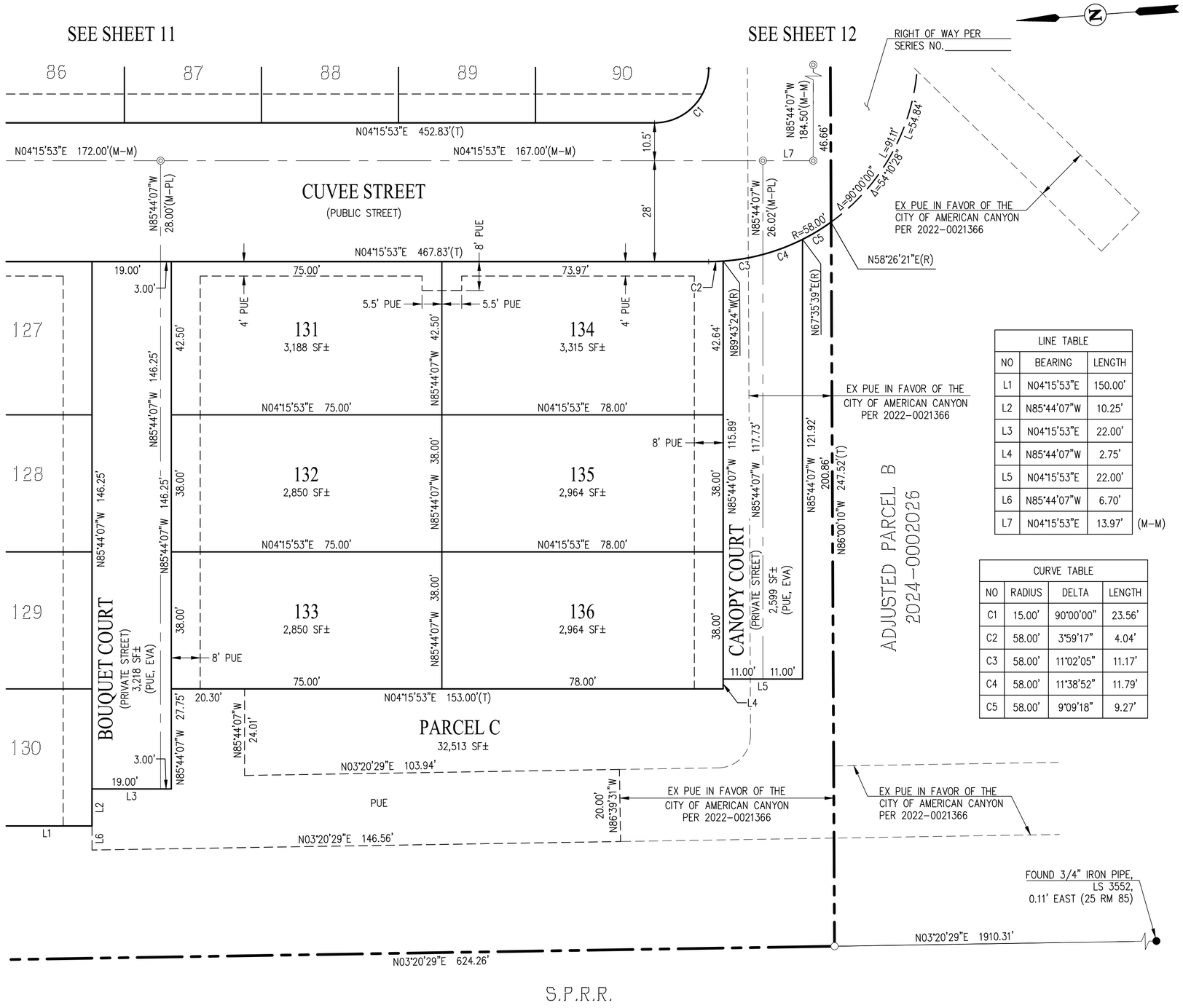

LINE TABLE			
NO	BEARING	LENGTH	
L1	N04°15'53"E	150.00'	
L2	N85°44'07"W	10.25'	
L3	N04°15'53"E	22.00'	
L4	N85°44'07"W	2.75'	
L5	N04°15'53"E	22.00'	
L6	N85°44'07"W	6.70'	
L7	N04°15'53"E	13.97'	(M-M)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	15.00'	90°00'00"	23.56'
C2	58.00'	3°59'17"	4.04'
C3	58.00'	11°02'05"	11.17'
C4	58.00'	11°38'52"	11.79'
C5	58.00'	9°09'18"	9.27'

20' 0' 10' 20' 40' 80'

GRAPHIC SCALE

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LEGEND

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	RIGHT OF WAY DEDICATION
	EASEMENT LINE
	MONUMENT LINE
(T)	TOTAL
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WATSON RANCH
LOT 7 (ADJUSTED PARCEL A) FINAL MAP

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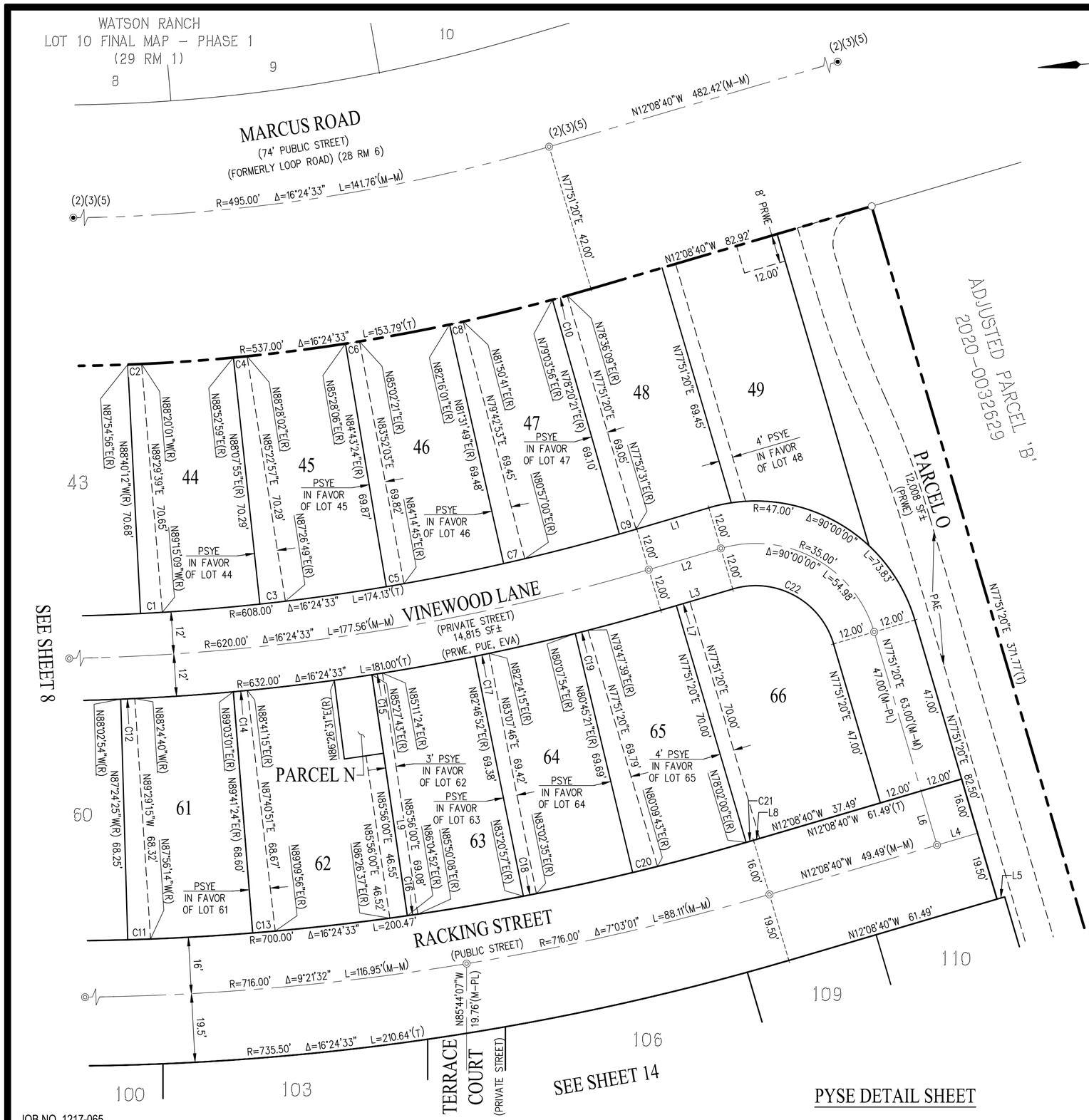

LINE TABLE			
NO	BEARING	LENGTH	
L1	N12°08'40"W	21.28'	
L2	N12°08'40"W	21.28'	(M–M)
L3	N12°08'40"W	21.28'	
L4	N12°08'40"W	12.00'	
L5	N12°08'40"W	2.28'	(M–PL)
L6	N77°51'20"E	16.00'	
L7	N12°08'40"W	4.00'	
L8	N12°08'40"W	1.83'	
L9	N85°56'00"E	69.04'	

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	608.00'	0°34'57"	6.18'
C2	537.00'	0°25'05"	3.92'
C3	608.00'	0°41'06"	7.27'
C4	537.00'	0°24'57"	3.90'
C5	608.00'	0°28'38"	5.07'
C6	537.00'	0°25'45"	4.02'
C7	608.00'	0°34'49"	6.16'
C8	537.00'	0°25'20"	3.96'
C9	608.00'	0°27'51"	4.92'
C10	537.00'	0°27'48"	4.34'
C11	700.00'	0°31'50"	6.48'
C12	632.00'	0°21'46"	4.00'
C13	700.00'	0°31'28"	6.41'
C14	632.00'	0°21'46"	4.00'
C15	632.00'	0°16'19"	3.00'
C16	700.00'	0°14'44"	3.00'
C17	632.00'	0°22'38"	4.16'
C18	700.00'	0°18'22"	3.74'
C19	632.00'	0°20'15"	3.72'
C20	700.00'	0°35'37"	7.26'
C21	700.00'	0°10'40"	2.17'
C22	23.00'	90°00'00"	36.13'

20' 0' 10' 20' 40' 80'

GRAPHIC SCALE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN ON WATSON RANCH LOT 10 FINAL MAP – PHASE 1 (29 RM 1), THE BEARING BEING N04°15'53"E.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	RIGHT OF WAY DEDICATION
	EASEMENT LINE
	MONUMENT LINE
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–CL)	MONUMENT TO CENTERLINE
(M–PL)	MONUMENT TO PROPERTY LINE
(LL)	LOT LINE
◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
✖	FOUND 5/8" REBAR AND CAP, LS 7960 PER (1) OR AS NOTED
◎	SET STANDARD STREET MONUMENT, LS 7960
○	SET REBAR & CAP OR NAIL & TAG, LS 7960
EVA	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PREE	PRIVATE ELECTRIC EASEMENT
PRWE	PRIVATE WATER EASEMENT
PSYE	PRIVATE SIDE YARD EASEMENT

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) LARGE LOT FINAL MAP WATSON RANCH (28 RM 6)
(2) WATSON RANCH LOT 10 FINAL MAP – PHASE 1 (29 RM 1)
(3) WATSON RANCH LOT 10 FINAL MAP – PHASE 2 (29 RM 10)
(4) CORPORATION GRANT DEED SERIES NO. 2022–0021557
(5) WATSON RANCH LOT 8 (ADJUSTED PARCEL B) (30 RM 7)
(6) SOUTHERN PACIFIC TRANSPORTATION COMPANY, STATION MAP, NAPA JUNCTION SHEET V–80,S–4

WATSON RANCH
LOT 7 (ADJUSTED PARCEL A)
FINAL MAP

CONSISTING OF 18 SHEETS
BEING A SUBDIVISION OF ADJUSTED PARCEL A AS DESCRIBED IN CORPORATION GRANT DEED RECORDED AS SERIES NO. 2022-0021557, OFFICIAL RECORDS NAPA COUNTY
BEING A PORTION OF SECTION 24, T.4W., R.4W., M.D.B.&M.
APN : 059-430-045
136 LOTS, AND 15 PARCELS, 12.86± AC.
CITY OF AMERICAN CANYON, NAPA COUNTY, CALIFORNIA

cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM

SCALE: 1" = 20' JULY 2025

JOB NO. 1217-065

SHEET 18 OF 18

August 14, 2025

SUBDIVISION IMPROVEMENT AGREEMENT
REGARDING THE WATSON RANCH
FINAL MAP FOR LOT 7

This **"Subdivision Improvement Agreement"** (also **"Agreement"** or **"SIA"**), dated this 12th day of June, 2025 **("Effective Date"),** is entered into by and between the City of American Canyon, a California municipal corporation **("City"),** and KB Home North Bay LLC., a Delaware corporation (collectively **"Developer"** or **"Applicant"),** pursuant to the California Subdivision Map Act, and pursuant to City's police powers under Article XI, section 7 of the California Constitution. City and Developer are, from time to time, hereinafter referred to in this Subdivision Improvement Agreement individually as a **"Party"** and collectively as the **"Parties."**

NOW, THEREFORE, based on the following facts, understandings, and intentions of the Parties, and in consideration of the mutual covenants and promises contained herein and other considerations, the value and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

RECITALS

A. The preceding Preamble is true and correct, is a part of this Subdivision Improvement Agreement, and the terms defined in the Preamble are used throughout this Subdivision Improvement Agreement.

B. The **"Property"** to which this Subdivision Improvement Agreement applies is that Property set forth in the Vesting Tentative Subdivision Map for Watson Ranch Lot 7 (PL24-0012; APN 059-430-045) (sometimes referred to herein as " VTM 7" and sometimes referred to herein as the "Project") to subdivide Lot 7 (approximately) into 136 house lots and 15 other lots, is approved as shown on the Vesting Tentative Map for Watson Ranch Lot 7 prepared by Carlson, Barbee & Gibson, revised through September 2024, consisting of multiple sheets, marked "Exhibit C" to the Resolution approving VTM 7, and on file in the City Community Development Department. The Property is also referred to in this Subdivision Improvement Agreement as the **"Project."** The final map for VTM 7 is also referred to in this Subdivision Improvement Agreement as the **"Final Map."**

C. The Property is subject to the July 18, 2019 **"Development Agreement,"** as that Development Agreement may be assigned by an Assignment Agreement. The City has adopted Mitigation Measures **("Mitigation Measures"),** Master Conditions of Approval **("Master Conditions")** and Specific Conditions of Approval **("Specific Conditions")** applicable to the development of the Property. All such relevant requirements are often collectively referred to herein as **"Conditions of Approval"** (also referred to in this Subdivision Improvement Agreement individuals as a **"COA"** or collectively as **"COAs"),** and are set forth in, and/or incorporated by reference into, this Subdivision Improvement Agreement.

The definitions set forth in the Development Agreement, Mitigation Measures, Master Conditions, and Specific Conditions are hereby incorporated by this reference as if set forth herein in full.

D. When interpreting whether a Condition of Approval set forth in or refenced by this Subdivision Improvement Agreement is relevant and applicable, such relevance and applicability shall be determined by whether the text of the Condition of Approval requires performance prior to recordation of the applicable Final Map, and/or requires performance as part of the recordation of the applicable Final Map, and/or requires performance during the **"Term"** of this Subdivision Improvement Agreement, which Term is described herein.

APPLICABLE CONDITIONS OF APPROVAL

1. **Specific Conditions.** All relevant and applicable Specific Conditions for Lot 7 Master Condition shall apply during this Subdivision Improvement Agreement for Lot 7. Only those Lot 7 Specific Conditions that are applicable regarding the recordation of the Final Map, and/or are applicable as part of the activity to occur pre-recordation of the Final Map, and/or are applicable as part of the activity to occur during the Term of the Subdivision Improvement Agreement are hereby made a part of this Subdivision Improvement Agreement for Lot 7. Additionally, through an Assignment Agreement pursuant to the Development Agreement, a Purchase and Sale Agreement, and/or other agreement, Master Developer and its successor(s) may determine rights and obligations regarding the satisfaction of the Specific Conditions and Master Conditions set forth in this Subdivision Improvement Agreement for Lot 7.

Specific Condition	***Developer Obligations***	***Implementation***	***Status***
1.	The Vesting Tentative Subdivision Map for Watson Ranch Phase Lot 7 (PL24-0012; APN 059-430-045) (sometimes referred to herein as "Watson Ranch Lot 7 VTM" and sometimes referred to herein as the "Project") to subdivide Large Lot 7 (approximately 12.86-acres) into 136 single- family house lots, 4 streets, 2 private alleys, 7 private drives, and 6 non-residential parcels, is approved as shown on the Vesting Tentative Map for Watson Ranch Lot 7 prepared by Carlson, Barbee & Gibson, revised through September, 2024, consisting of multiple sheets, marked "Exhibit C" to the Resolution approving Watson Ranch Lot 7 VTM, and on file in the Community Development Department. The final map for Watson Ranch Lot 7 VTM is referred to herein as the "Final Map."	Execution of SIA	Applicable
2.	The Master Conditions adopted for the AC-1 Portion of the Watson Ranch Specific Plan are attached hereto and incorporated herein by this reference as if set forth herein in full, and shall apply to the Project where relevant, i.e., where such Master Conditions set general principles applicable to all Parcels comprising the AC-1 portion of the Watson Ranch Specific Plan, and/or where such Master Conditions set specific requirements relating to Lot 7, which Lot 7 comprises the land within the Watson Ranch Lot 7 VTM.	Execution of SIA	Applicable
3.	Development of the subdivision and the individual lots comprising Watson Ranch Lot 7 VTM shall be subject to the Watson Ranch Lot 7 Residential Design Guidelines, on file in the Community Development Department.	Building Permit	Applicable

4.	WATSON RANCH LOT 7 VTM shall have that life set forth in the Watson Ranch Specific Plan Development Agreement (Development Agreement).	Final Map	Applicable
5.	Applicant shall defend, indemnify, and hold harmless the City of American Canyon, its elected and appointed officials, employees, volunteers, and legal counsel, as set forth in the Development Agreement.	Final Map	Applicable
6.	Applicant shall be responsible for paying for charges related to the processing of WATSON RANCH LOT 7 VTM as set forth in the Development Agreement.	Final Map	Applicable
7.	Compliance of the Project with City's Inclusionary Housing Requirements is as set forth in the Development Agreement.	Sale of Parcel 24 (Lemos Pointe Apartments)	Completed
8.	Applicant shall make all public dedications shown on WATSON RANCH LOT 7 VTM through the Final Map, and City shall accept those public dedications.	Recordation	Applicable
9.	According to the Watson Ranch Specific Plan Section A.4.2.2, equal concern should be given to side elevations on corner lots and rear elevations where visible to the public. Enhanced aesthetic wrapping shall be provided for the side and rear of homes visible to the public located on Lot 1, 16, 17, 32, 33, 49, 50, 66, 67, 78, 79, 90, 91, 92, 93, 94, 96, 97,99, 100, 102, 103, 105, 106, 108, 109, 110, 111, 114, 119, 122, 123, 127, 130, 131, 133, 134, and 136.	Building Permit Issuance	Applicable
10.	Prior to the issuance of the first building permit, the applicant shall provide a landscaping plan for non-residential Parcels A, B, C, and D.	Building Permit Issuance	Applicable

Public Works
GENERAL CONDITIONS OF APPROVAL

Specific Condition	*Developer Obligations*	*Implementation*	*Status*
11.	The Applicant shall be responsible fees an costs relating to Final Map check, Improvement Plans check, inspections and all other related City acts shall be set forth in the Development Agreement.	Relevant City Act	Applicable
12.	All improvements shall be designed in accordance with the City's American Canyon Municipal Code (ACMC), Engineering Standard Plans and Specifications for Public Improvements (City Standards), except as specifically noted otherwise in these Specific Conditions or the Development Agreement.	Relevant SIA, Building Permits, Certificates of Occupancy	Applicable
13.	All proposed new utilities to serve the Project, both on-site and along Project frontages, shall be placed underground. Exceptions may be allowed for surface mounted transformers, pedestal mounted terminal boxes, and meter cabinets.	SIA	Applicable

Specific Condition	*Developer Obligations*	*Implementation*	*Status*
14.	Unless otherwise explicitly permitted by the Development Agreement, all existing wells, septic tanks and/or underground fuel storage tanks shall be abandoned under permit and inspection of Napa County Department of Environmental Services or other designated agency, as applicable. If there are none, the Project engineer shall provide a letter describing the scope of the search done to make this determination.	Relevant Permit	Applicable
15.	A detailed Soils Investigation/Geotechnical Report shall be prepared and submitted for review. The report shall address, at a minimum, potential for liquefaction, R-values, expansive soils and seismic risk. The improvement plans shall incorporate all design and construction criteria recommended in the Geotechnical Report.	Improvement Plans Submittal	Applicable
16.	A Drainage Report prepared by a California Registered Civil Engineer shall be submitted for review with the initial submittal of the Improvement Plans. The Drainage Report shall include hydrologic and hydraulic calculations to support the design and sizing of all public and private drainage facilities including storm drains, detention facilities, and weirs. The report shall include hydraulic grade line profiles for all proposed storm drains for the 10-year, 25-year and 100-year storm events.	Improvement Plans Submittal	Applicable
17.	A final detailed post-construction Stormwater Control Plan (SWCP) that identifies and sizes all permanent post- construction stormwater treatment BMPs shall be prepared and submitted for review and approval. The SWCP shall be prepared in accordance with the latest edition of the *Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual* and the requirements of the State Water Resources Control Board Phase II Municipal Separate Storm Water System (MS4) General Permit (Order 2013- 0001 DWQ). It is the City's discretion whether to accept alternative treatment facilities other than bioretention.	Improvement Plans Submittal	Applicable
18.	A Post Construction Stormwater Operations and Maintenance Plan that includes a plan sheet showing all storm drain and water quality infrastructure that is to be maintained, along with detailed instructions and schedules for the ongoing maintenance and operation of all post-construction stormwater BMPs shall be submitted for review and approval by the City Engineer. Once approved, the Applicant shall enter into an agreement (transferrable to future Homeowner's Association) with the City that provides the terms, conditions, and security associated with the ongoing requirements of the Post Construction Stormwater Best Management Practices.	Improvement Plans Submittal	

19.	Final Maps, as defined in the Subdivision Map Act, shall be prepared by a licensed surveyor or civil engineer. Final Maps shall show all lots, parcels, rights-of-way, and easement(s), and shall be submitted to the City Engineer for review. Final Maps shall be in substantial conformance with the approved Tentative Map and all applicable conditions of approval. Final Maps are not valid until they have been approved by the City and recorded. Closure calculations shall be provided at the time of each initial Final Map submittal. All calculated points within the maps shall be based upon one common set of coordinates. All information shown on the Final Maps shall be directly verifiable by information shown on the closure calculation printout. The point(s) of beginning shall be clearly defined. All lot acreages shall be shown on the Final Maps and shall be verifiable from information shown on the closure calculation printout. A current title report (within past 30 days) shall be submitted at the time of each initial Final Map submittal.	Final Map Approved and Recordation	Applicable
20.	Where relevant, Applicant shall secure all necessary rights-of-way and public and private easements for both onsite and offsite Public Improvements, pursuant to the Development Agreement. Public rights-of-way and easements shall be dedicated to the City on the Final Map or granted by separate instrument, all pursuant to the Development Agreement. If granted by separate instrument, Applicant shall prepare all necessary legal descriptions and deeds.	Final Map Dedication and Recordation	Applicable
21.	To the extent any offsite Public Improvements require the acquisition of property not currently owned by Applicant or the City, the Development Agreement shall apply, and if the Development Agreement does not address the issue, the California Subdivision Map Act shall apply.	Final Map Submittal	Applicable
22.	The Applicant shall submit all site Improvement Plans, prepared by a registered Civil Engineer, for review and approval of the City's Public Works Department. Please be aware that this is separate submittal from the building permit application. The final plan set shall include all civil, landscape and joint trench drawings under a single cover sheet. The Applicant shall submit a Rough Grading Plan for all phases for review and approval of the City. Rough Grading Plan approval and site grading may commence prior to Improvement Plan and Final Map approval. An Encroachment Permit shall be required for any work within City right of way, unless explicitly not required by the City.	Improvement Plans Submittal	Applicable
23.	All Public Improvements, including without limitation street, water mains, sewer mains, recycled water facilities, and storm drains shall be clearly labeled as "Public" on the Improvement Plans, along with clear demarcation points where they become Public. Likewise, all Private Improvements, including without limitation, retention basins, shall be clearly labeled as "Private "on the Improvement Plans, along with clear demarcation points.	Improvement Plans Submittal	Applicable

24.	All public water service laterals or services (domestic, recycled and fire water) shall include approved backflow prevention devices.	Improvement Plans Submittal	Applicable
25.	Cathodic protection shall be provided for all water valves, fittings, hydrants, meters, backflow devices, ductile iron pipe, and other metal appurtenances, regardless of the findings of any soils corrosivity analysis. Cathodic Protection Details shall be included in the Improvement Plans.	During Construction	Applicable
26.	The Applicant shall keep adjoining public and private streets free and clean of project dirt, mud, materials, and debris during the construction period in accordance with an approved SWPPP and Erosion and Sediment Control Plan using appropriate BMPs and as is found necessary by the City Engineer.	During Construction	Applicable
27.	If any hazardous material is encountered during the construction of this project, all work shall be immediately stopped and the Fire Department, Napa County Department of Environmental Services or other designated agency, and the City Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies.	During Construction	Applicable
28.	Prior to final preparation of the subgrade and placement of base materials, all underground utilities shall be installed, and service connections stubbed out behind the sidewalk. All public utilities, cable TV, sanitary sewers, and water lines, shall be installed in a manner that, where possible, will not result in disturbing the street pavement, curbs, gutters, and sidewalks when future service connections or extensions are made.	During Construction	Applicable
29.	Where soil or geologic conditions encountered in grading operations are different from that anticipated in the soil and/or geologic investigation report, or where such conditions warrant changes to the recommendations contained in the original soil investigation, a revised soil or geologic report shall be submitted for approval by the City Engineer. Additionally, if field conditions warrant installation of any subdrains, the location, size and construction details shall be provided to the City for review and approval prior to construction.	During Construction	Applicable
30.	All new fire hydrants shall be covered with burlap coverings until the hydrants have been tested and found to be in conformance with City flow requirements. No storage of combustible materials or construction of building(s) shall be permitted on-site until all hydrants meet City flow requirements, or until alternative fire protection measures are in place, as determined by the City and the American Canyon Fire Protection District.	Pre- and during construction	Applicable
31.	Prior to placing the final lift of asphalt, all public storm drains and sanitary sewer lines shall be video inspected at Applicant's expense. All video tapes shall be submitted to the City. If any inadequacies are found they shall be repaired prior to the placement of the final lift of asphalt.	Prior to placing the final lift of asphalt	Applicable

32.	All streets, curbs, gutters, sidewalks, or other public facilities damaged in the course of construction associated with the Project shall be the responsibility of Applicant and shall be repaired to the satisfaction of the City, at Applicant's expense.	During and post Construction	Applicable
33.	After all of the new underground utilities within public streets have been installed, where necessary, the affected areas shall be milled and repaved to present a neat, finished pavement area. Multiple trench patches are not acceptable.	During Construction	Applicable
34.	All construction stormwater pollution prevention best management practices (BMP's) shall be installed as the first order of work and in accordance with the *State Water Resources Control Board's General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2022-0057-DWQ, as amended)*, the Applicant's Storm Water Pollution Prevention Plan (SWPPP), and the City's Erosion and Sediment Control Plan in accordance with the City's MS4 Permit. All stormwater BMP's shall be maintained to the satisfaction of the Qualified SWPPP Developer (QSD), Qualified SWPPP Practitioner (QSP), and the City Engineer.	Pre-Construction	Applicable
35.	Construction and grading activities on the site shall be limited to the hours between 7:00 a.m. and 6:00 p.m., Monday through Friday, and 9:00 a.m. and 5:00 p.m. on Saturday. Work on Sunday and holidays shall require approval from the City Engineer. If Sunday and/ or holiday work is approved, construction and grading activities on the site shall be limited to the hours between 10:00 a.m. and 6:00 p.m. on Sundays and State and Federal holidays.	Any Construction and Grading Activity	Applicable
36.	In accordance with the Development Agreement, City shall execute any and all Will- Serve Letter(s) and Water Supply Report(s) that will quantify the new potable water demand for the proposed development and will identify the necessary mitigation for the development's demands with " wet-water" offsets with one or more of the options set forth in the Development Agreement.	Relevant Permit	Applicable
37.	With the exception of water used for loading and testing of potable water lines, all construction water used for the project shall be obtained from a source other than American Canyon potable water sources. The Applicant shall provide verification that an outside source of construction water, e.g., recycled water, has been established and will be available for the duration of the project construction.	During Construction	Applicable
38.	All Public Improvement landscaping shall be designed to use recycled water for irrigation. Recycled water landscaping shall be designed to comply with California Code of Regulations Title 22 and shall include design details to prevent runoff of recycled water. The irrigation system shall include an ET/SMART controller.	Improvement Plans Submittal	Applicable

August 14, 2025

SPECIAL CONDITIONS OF APPROVAL

Specific Condition	*Developer Obligation*	*Implementation; Parcel#*	*Status*
39.	The Applicant shall submit Improvement Plans prepared by a registered Civil Engineer (Engineer of Record) in substantial conformance with the preliminary civil plans titled "Vesting Tentative Map, Watson Ranch – Lot 7" prepared by CBG Engineers, dated September 27, 2024, except as modified by these conditions. This shall be a single set of improvement plans for all of the improvements in all phases.	Improvement Plans Submittal	Applicable
40.	Improvement Plans shall be tied to the State of California coordinate system.	Improvement Plans Submittal	Applicable
41.	The Applicant shall design and construct all the **Public Improvements** as shown on the Vesting Tentative Map, Watson Ranch – Lot 7, except as modified below: a. Provide a gate at the entrance to the EVA/Trail at the intersection of Street A. b. Provide a safety barrier at the edge of the trail/pedestrian access east side of Basin D. The open end of all storm drainage pipes shall be designed and equipped with a barrier that will prevent a person, pets or wild animals from entering the storm drainage system.	Relevant Approvals	Applicable
42.	The Applicant shall design and construct all the Private Improvements as shown on the Vesting Tentative Map, Watson Ranch - Lot 7, noted below: a. All Drives and Alleys b. Streetlights within drives and alleys. c. Storm drain facility collecting drainage from Drives and Alleys.	Relevant Approval	Applicable
43.	Prior to SUBMITTAL OF THE IMPROVEMENT PLANS, the Applicant shall: a. Submit the City's "Improvement Plan Checklist". b. Pay an initial cash deposit for City plan check services in amount to be determined by the City prior to the time of submittal. The Project engineer shall contact City staff to discuss submittal details to determine initial deposit amount. c. Provide the following: (1) Public Street Repair Plan (2) Utility Plan and Joint Trench Plan	Prior to the Submittal of any Improvement Plans	Applicable

	(3) Construction Storm Water Pollution Prevention Plan (SWPPP) and a City Erosion and Sediment Control Plan (ESCP) (4) Drainage Report (5) Post-Construction Stormwater Control Plan (SWCP) (6) Geotechnical Report (7) Construction Traffic Control Plan d. Submit a water and sewer Will Serve Application		
44.	Prior to APPROVAL OF THE IMPROVEMENT PLANS, the Applicant shall: a. Provide written acknowledgment by the Geotechnical Engineer of Record that the Plans incorporate all design and construction criteria specified in the Geotechnical Report. b. Provide documentation demonstrating that the existing PG&E pole line easements (1463 OR 766) has been quitclaimed or otherwise vacated. c. Provide documentation demonstrating that the existing roadway easement in favor of Richard J. Falls (Book L, Deeds page 170) has been quitclaimed or otherwise vacated. d. Furnish proof that all permits that may be required by the California Department of Fish & Game, State and Regional Water Quality Control Board, US Army Corps of Engineers and any other regulatory agencies with jurisdiction over the proposed construction have been obtained. e. Complete and submit the City's Erosion and Sediment Control Plan (ESCP) Template. Applicant may refer to a SWPPP, as appropriate, by referencing page number within the SWPPP that addresses the requirements of the ESCP. f. Submit a copy of the Notice of Intent and WDID# for coverage under the State Water Resources Control Board's General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2022-0057- DWQ).	Prior to Approval of Improvement Plans	Applicable

45.	Prior to COMMENCEMENT OF CONSTRUCTION ACTIVITIES, the Applicant shall: a. Pay off all current account balances with the City of American Canyon. b. Pay an inspection fee in amount to be determined at the time of commencement for the City's inspection of the Public Improvements. c. Conduct a pre-construction meeting with representatives of the City whereby the Applicant, the Legally Responsible Party (LRP), Qualified SWPPP Practitioner (QSP), Qualified SWPPP Developer (QSD), and/or the Contractor provides the following: (1) Six (6) full-size bond copies of the approved Improvement Plans for the City's use. (2) One (1) job-site copy of the latest edition of the City Standards for the Contractor use. (3) One (1) job-site copy of the SWPPP for use by the LRP, QSP, QSD, and Contractor. (4) Electronic copies of Improvement Plans and SWPPP	Prior to Commencement of Construction	Applicable
46a.	Prior to RECORDATION OF EACH FINAL MAP, the applicant shall: a. Construct all of the Public and Private Improvements to the satisfaction of the City. Alternatively, the Applicant may enter into a Subdivision Improvement Agreement with the City agreeing to complete all of the Public and Private improvements within that final map phase prior to Occupancy of the first unit on that final map. Such Agreements will require the Applicant to provide bonds, proof of workers compensation insurance, and general liability insurance in the forms and amounts as deemed satisfactory to the City.	Prior to Recordation of Final Maps	Applicable
46b.	b. Establish a Homeowner's Association (HOA) in accordance with State law with recorded Codes, Covenants, & Restrictions (CC&Rs) that are satisfactory to the City Engineer and City Attorney to provide long-term and ongoing maintenance of all of the Private Improvements identified above. Specifically, the HOA will be responsible for the long-term and ongoing maintenance of the trails within the limits of the subdivision and the pavement of the emergency vehicle access/trail east of Basin D. The City will have enforcement authority over the HOA's maintenance obligations and the obligation to review and approved proposed changes amendments to the CC&R's. The CC&R's shall require	Prior to Recordation of Final Maps	Applicable

	the HOA to create and maintain a separate maintenance reserve fund in the amount of a percentage of the cost of constructing the HOA maintained improvements listed above. Said percentage will be determined by the City prior to recordation of the CC&Rs.		
46c.	c. Generally, in substantial conformity with that which is shown on the Watson Ranch – Lot 7 Vesting Tentative Map, convey all easements and dedications, public and private, for the construction, use and/or maintenance of roads or other access, drainage facilities, parks, utilities, and post- construction storm water management facilities in within each Final Map on said Final Map or by separate instruments. All dedications to the City shall be irrevocable offers of dedication. Specific public offers of dedication include: i. Streets A, B, C and D in fee for public road and utility purposes. ii. An easement over Parcel C for public utility purposes. iii. An easement over Alley E, Alley F and Drives G through M for public utility purposes. iv. Dedication of public access easements over Parcels A and O. v. Provide dedication of approximately 792 SF of public right-of-way by separate instrument from the owner(s) of the Adjusted Parcel B (APN 059-430-046) vi. Furnish proof of payment of the mapping service fee as required by Napa County Board of Supervisors Resolution No. 92-119.	Prior to Recordation of Final Maps	Applicable
47.	Parcels A, B, C and N shall be reserved by the owner and granted in fee to the Homeowners Association as common areas.	Prior to Recordation of Final Maps	Applicable
48.	Alley E, Alley F and Drives G through M shall be reserved by the owner and granted in fee to the Homeowners Association as private streets.	Prior to Recordation of Final Maps	Applicable
49.	Prior to APPROVAL OF A BUILDING PERMIT, the Applicant shall: Pay all account balances and current City and American Canyon Fire District fees (Mitigation & Capacity) based on the rates in effect at the time of permit issuance. These fees include but may not be limited to the following: Traffic Mitigation, General Plan Update, Civic Facilities, Fire District, Water Capacity, Zero Water Footprint Mitigation and Wastewater Capacity.	Prior to Approval of Building Permit	Applicable
50.	Prior to acceptance of any public improvements of release of Project Bonds, the Applicant shall: a. Submit an inspector's punch list indicating that all of the public improvements are constructed in substantial conformance with the approved improvement plans and to the satisfaction of the City Engineer.	Prior to release of Bonds	Applicable

	b. Restore all adjacent off-site road surfaces to pre-project conditions. c. Submit a certification by the Geotechnical Engineer of Record that all the work has been completed in substantial conformance with the recommendations in Soils Investigation/Geotechnical Report. d. Provide digital copy of the Improvement Plans that include all as-built or field changes, in digital (.pdf) and AutoCAD Civil 3D (.dwg) format (void of any AutoCAD block formats preventing full editing capabilities of the drawings), compatible with the City's current AutoCAD Civil 3D version, and tied to the NAD83 (California Zone 2, feet) coordinate system. e. Provide proof that all relevant Conditions of Approval have been satisfied. f. Provide a letter stating that all of the Developer's Conditions of Approval have been met. g. Provide a letter from the Civil Engineer of Record and Landscape Architect of Record certifying that all the site improvements were constructed and inspected in substantial conformance with the approved improvement plans and City Standards. h. Provide proof from the Architect of Record, Structural Engineer of Record, and/or other design professionals who signed the building permit plan submittal indicating that all building improvements have been constructed in substantial conformance with approved plans. i. Execute a post-construction Stormwater Operations and Maintenance Agreement with the City.		

August 14, 2025

Fire District Conditions

GENERAL- FIRE

Specific Condition	*Developer Obligation*	*Implementation*	*Status*
51.	In accordance with the standard mitigation measures and conditions of approval set forth by the City of American Canyon, the developer shall pay the Fire Impact Fees (see current Standard Fees and Charges adopted by resolution), prior to the issuance of any building permits.	Issuance of Building Permit	Applicable
52.	New buildings and additions to existing buildings shall conform to requirements set forth in the currently adopted editions of the California Residential Code, California Fire Code, City of American Canyon amendments, and Nationally Recognized Standards.	Relevant Permit	Applicable
53.	Buildings in excess of two stories shall pay Aerial Apparatus mitigation fees prior to the issuance of any building permits. (see current Standard Fees and Charges adopted by resolution).	Relevant Permit	Applicable
54.	All new residential homes are required to be provided with fire sprinklers. Fire sprinkler plans, calculations, and material cut sheets shall be submitted for review and approval for each of the model homes. After that, each lot shall require an individual fire sprinkler permit. Fees shall be charged in accordance with the adopted fee schedule and paid prior to release of individual permits.	Relevant Permit	Applicable
55.	All Fire related underground piping and fire appurtenances shall be shown on the Civil plan submittal. In addition to the Civil plan submittal, at least (1) plan set under separate cover shall be submitted to American Canyon Building Division for routing to the American Canyon Fire Protection District detailing all underground piping and related fire appurtenances including but not limited to underground piping, underground sweep detail, underground trench details showing depth of burial, type of backfill, manufacturer's specifications of piping, valves joints, fittings and calculated size and locations of thrust blocks, hydrants locations (designate public or private), gate shut-off valves, PIV's, FDC's, fire pumps, fire pump and/or riser rooms.	Relevant Permit	Applicable
56.	Underground utility contractor, architect and fire sprinkler contractor shall coordinate the location of risers and control valves prior to the issuance of a building permit.	Relevant Permit	Applicable

57.	Fire Department plan review shall be based on the information submitted at the time of permit application. Any changes to the approved/permitted scope of work including additions, alterations, demolition, repair or a change in occupancy/use may impact the project requirements, including but not limited to the installation of additional fire protection systems or components shall be submitted as revision. Revisions shall be approved prior to inspections being completed.	Relevant Permit	Applicable
58.	An approved water supply capable of supplying the required fire flow for fire protection systems shall be provided to all premises upon which facilities or buildings are hereby constructed or moved into or within the City. Required fire flow and hydrant distribution shall be in accordance with Appendix B and C of the California Fire Code. Applicant shall demonstrate on plan submittal; square footage of each building on plan and provide the required fire flow information. Applicant shall demonstrate that the number and spacing of onsite fire hydrants meets with requirements of the California Fire Code.	Relevant Permit	Applicable

59.	Fire Protection systems shall be installed in accordance with provisions set forth in the California Fire Code as amended by the American Canyon Fire Protection District and the applicable National Fire Protection Association Standard.	Relevant Permit	Applicable
60.	Fire Apparatus Access Roads shall be designed in accordance with provisions set forth in the California Fire Code Chapter 5 and Appendix D as amended by the American Canyon Fire Protection District and the applicable Public Works Standard.	Relevant Permit	Applicable
61.	Fire apparatus access roads shall have an unobstructed minimum width of 20 feet (curb to curb) and a minimum unobstructed vertical clearance of 13' 6". They shall have an all-weather paved surface capable of supporting a GVW of 71,000 pounds.	Relevant Permit	Applicable
62.	Access roads shall be completed with all-weather surfaces prior to the stockpiling of combustible materials or beginning combustible construction. Fire apparatus access shall be provided to within 150 feet of the most remote portions of all building from an approved exterior route. If this cannot be achieved fire apparatus turn arounds will be needed.	Relevant Permit	Applicable
63.	Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Vertical traffic calming in the form of speed pumps, humps or dips are prohibited along fire access roads without prior approval of the fire Code Official. The minimum width and clearances established in Section 503.2.1 shall be maintained at all times.	Relevant Permit	Applicable
64.	When required by the Fire Chief, fire apparatus access roads shall be designated as Fire Lanes and appropriate signs and/or markings installed in accordance with the California Vehicle Code and approved City standards.	Relevant Permit	Applicable

65.	Parking shall not be permitted on roads / alleys less than 26- feet in width. Parking on one side of the street is permitted when the road is between 27-feet and 35-feet.	Relevant Permit	Applicable
66.	Where applicable improvement plan submittals for permit shall include locations of fire lane red curbing and fire lane signage. Please refer to and include City Public Works Standard FP-2A & 2B with plan submittals for permitting.	Relevant Permit	Applicable
67.	The City of American Canyon requires that a fire hydrant be in service within 250 feet of the furthest point of construction prior to the stockpiling of combustible materials for the beginning of construction.	Relevant Permit	Applicable

2. **Master Conditions.** All relevant Master Conditions shall apply during this Subdivision Improvement Agreement for Lot 7, including without limitation the following:

Master COA #	***Developer Obligations***	***Mechanism***	***Implementation; Parcel#***
1.	These Master Conditions of Approval ("Master Conditions") adopted by the City of American Canyon ("City") relate only to the American Canyon I, LLC portion of the City's Watson Ranch project ("Project"). American Canyon I, LLC shall also be referred to herein as "AC- I", Master Developer", "Developer", and/or "Applicant", and shall include successors, as explained and controlled by the Development Agreement between the City and AC- I ("Development Agreement"). Unless otherwise defined in these Master Conditions, terms and phrases used in these Master Conditions shall have that meaning set forth in the Development Agreement. The Development Agreement, as amended over time, shall control over these Master Conditions and any subsequent "Specific Conditions", as described herein. These Master Conditions provide certain provisions of the Development Agreement. However, regardless of whether present or not in these Master Conditions, the entire Development Agreement, as amended over time, shall apply to, and control over, these Master Conditions.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
2.	The Project's "Large Lot Vesting Tentative Map" was approved and later recorded as the "Large Lot Final Map," producing twenty four (24) lots/parcels ("Large Lot Parcels"). Each of those Large Lot Parcels will be further subdivided over time creating additional lots/parcels. These Master Conditions apply to the Project, the large Lot Parcels, and all such subsequent subdivision map approvals. The idea behind these Master Conditions is to establish a consistent set of "rules" (Conditions of Approval) that can be used throughout the implementation of the Project, thereby ensuring certainty and efficiency.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit

3.	These Master Conditions also express certain requirements from the Watson Ranch Specific Plan.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
4.	These Master Conditions also contain the relevant Mitigation Measures relating to the Project, including without limitation, the EIR's Mitigation Monitoring and Reporting Program, as clarified, updated and refined by these Master Conditions to reflect implementation progress.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit

5.	These Master Conditions also contain requirements from the City's standard Subdivision Improvement Agreement ("SIA") in order to streamline the future SIA process. Subsequent subdividing of the Project will involve SIAs, which SIAs will employ these Master Conditions.	SIA	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
6.	In addition to these Master Conditions, "Specific Conditions of Approval" (also referred to as "Specific Conditions") resulting from the subsequent subdivision map approvals, Design Permit/Guidelines approvals, and/or other development approvals may be drafted and imposed on a Large Lot Parcel's subsequent development. Such Specific Conditions may stand alone and be imposed in addition to these Master Conditions, and/or may be added to these Master Conditions over time. Any and all such Specific Conditions shall be subject to and controlled by these Master Conditions, which Master Conditions shall be subject to, and controlled by, the Development Agreement. If a conflict arises between these Master Conditions, and/or any Specific Conditions and the express and/or implied provisions of the Development Agreement, as amended over time, the Development Agreement shall control. Where possible, these Master Conditions describe the "Mechanism" for satisfying the Master Condition (for example, subdivision map approval, adopted Design Guidelines, etc.), the "Implementation" timing of the Master Condition (for example, Building Permit issuance), and the "Status" of such Master Condition performance (whether the requirement is still "Applicable, whether it has been "Completed," etc.). Additionally, through subsequent "mapping" of a particular Large Lot Parcel pursuant to the Subdivision Map Act, listed Master Conditions applicable to that Parcel may be further organized into relevant Phases (phased final maps) of that Parcel, if applicable. As used in these Master Conditions, a reference to "All" or "All Parcels" shall mean that the Master Condition is setting a general rule that applies to the development of any and all Large Lot Parcels. When these Master Conditions provide that the Master Condition in question shall apply to "Applicable Parcels", that means that each Parcel over which the Master Backbone Infrastructure (MBI) in question lies and/or abuts (and therefore the Parcel is responsible for the "Parcel's MBI Portion") is one of the "Applicable Parcels".	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit

7.	As used in these Master Conditions, the following definitions shall apply. "SIA" shall mean the relevant/applicable "Subdivision Improvement Agreement". "Major Backbone Infrastructure" work or "MBI" shall have that meaning provided by the Development Agreement. "Public Improvements" work shall mean infrastructure improvements to be constructed by Developer, and then dedicated to, accepted by, and operated and maintained by, City. "Private Improvements" shall mean infrastructure improvements that shall be constructed by Developer and not be dedicated to, accepted by, and operated and maintained by, City. "Improvement Plans" shall mean those improvement plans and specifications relating to MBI, Public Improvements, and/or Private Improvements. Developer shall obtain City approval of all Improvement Plans for the relevant MBI, Public Improvements, and/or Private Improvements work. All work on the relevant MBI, Public Improvements, and/or Private Improvements shall be performed by Developer at the places, at the grades, with the materials, and in the manner as shown on the City-approved Improvement Plans. Additionally, the phrase: "Pre-Final Map, Final Map Recordation, Grading Permit, Construction Permit, Building Permit, Occupancy Permit" shall mean that the timing of performance of the particular Master Condition will be satisfied at one of those performance events, as will be determined by the Subsequent Approval.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
8.	Unless otherwise set forth in these Master Conditions, or unless otherwise agreed to by City and Developer, each Parcel shall be responsible for the entirety of the design and construction of the "Master Backbone Infrastructure" (also "MBI") of the Public Improvement for the geographic distance of the Parcel's entire frontage on such MBI, and/or the entire geographic distance that such MBI traverses such Parcel ("Parcel's MBI Portion"). For example, if the MBI in question is Rio Del Mar, then the Parcel in question shall be responsible for the design and construction of all of that portion of Rio Del Mar that traverses and/or abuts such Parcel, i.e., the "Parcel's MBI Portion." Such Parcel MBI Portion design and construction shall be to the "ultimate design" of the MBI in question, including without limitation, ultimate width, depth, curb, gutter, sidewalk, street lighting, landscaping, etc. City, Developer, and the owner/builder of the relevant Parcel (if different than Developer) may by mutual agreement refine the requirements of this Master Condition. Therefore, if the Master Conditions provide that the Master Condition in question shall apply to "Applicable Parcels", that means that each Parcel over which the MBI in question lies and/or abuts (and therefore the Parcel is responsible for the "Parcel's MBI Portion") is one of the "Applicable Parcels."If the MBI in question traverse and/or abuts more than one Parcel,	Applicable Parcels Parcel's MBI Portion Reimburse	Pre-Final Map, final map recordation, Grading Permit, Construction Permit, Building Permit, Occupancy Permit

	then the responsibility of each such Parcels shall be determined ("Proportional Share") and the first Parcel (of such Parcels) to develop shall be responsible for the design and construction of all of that portion of MBI and that traverses and/or abuts such first Parcel (i.e., the "Parcel's MBI Portion") and such first Parcel shall have the right to secure a Reimbursement Agreement from the City so that such first Parcel is reimbursed by such other Parcels for such other Parcels' Proportional Share at such time when such other Parcel(s) would have otherwise been responsible to provide such MBI, or at such other time/or by such means as is mutually agreed to by City and Developer.		
9.	When Parcel-necessary infrastructure has not yet been brought to the physical (geographic) location of the Parcel in question to be developed (the "Relevant Parcel"), then the development of such Relevant Parcel shall require (unless otherwise agreed between City and Developer) that such Relevant Parcel shall provide and construct all of the MBI otherwise required of other Parcels (the Parcel MBI Portion of all such other Large Lot Parcels) over which the MBI is needed to traverse and/or abut in order to access the Relevant Parcel and bring and provide such Parcel-necessary infrastructure to the Relevant Parcel. In such a case, the Relevant Parcel shall have the right to secure a Reimbursement Agreement from the City so that the costs of such additional provision and construction by the Relevant Parcel of the MBI otherwise required of such other Parcels is reimbursed to the Relevant Parcel at such time as such other Parcel(s) would have otherwise been responsible to provide such infrastructure, or at such other time/or by such means as is mutually agreed to by City and Master Developer.	Relevant Parcels Parcel's MBI Portion Reimburse	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
10.	When a Large Lot Parcel is further subdivided, it shall have its own separate SIA and attached Exhibit(s) containing relevant Master Conditions and any other Specific Conditions, as described herein.	SIA	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
11.	These Master Conditions apply to Developer, and Developer's successors, as more specifically set forth in the Development Agreement, as amended over time.	Relevant Subsequent Approvals	Pre-Final Map, Grading Permit, Construction Permit, Building Permit, Occupancy Permit
11.5	All MBI requirements regarding Lot 7 have been satisfied by separate agreement.	Separate agreement.	Satisfied.

COA #	*Developer Obligations*	*Implement*	*Status*
46.	At Developer's expense, in a good and workmanlike manner, Developer shall furnish all required materials and labor for all of the relevant MBI shown on all Improvement Plans prepared by Developer's engineer of record, and submitted to and approved by City.	SIA	Applicable
47.	Developer shall do all work and furnish all materials necessary to complete the relevant MBI, Public Improvements, and/or Private Improvements work in accordance with the approved Improvement Plans for the relevant MBI, Public Improvements, and/or Private Improvements work, or with any changes required or ordered by said City's Engineer for the relevant MBI, Public Improvements, and/or Private Improvements work, which, in his/ her reasonable opinion, are necessary or required to complete the relevant MBI, Public Improvements, and/or Private Improvements work. All construction work on the relevant MBI, Public improvements, and/or Private Improvements work must be performed solely by licensed contractors, and the word "Developer" when used in this Agreement shall mean and include all such licensed contractors performing such construction on Developer's behalf or account.	SIA	Applicable
48.	Completion of the relevant MBI, Public Improvements, and/or Private Improvements work shall be accomplished within 24 months of the execution of the relevant SIA, subject to the Developer protections provided by the Development Agreement, and subject to extensions granted by City. Additionally, to the extent greater than the Developer protections provided by the Development Agreement, City shall extend the relevant SIA, as needed, in the event "good cause" is shown by Developer.	SIA	Applicable
49.	Developer shall replace or have replaced, repair or have repaired, as the case may be, or pay to the City, the entire cost of replacements or repairs, of any and all public and/or private (non-Developer) property damaged or destroyed by reason of any work done on the relevant MBI, Public Improvements, and/or Private Improvements work under the relevant SIA, whether such public property be owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or by any public or private corporation, partnership or association, or by any person whomsoever, or by any combination of such owners. Such replacement and/or repair cost shall not exceed the cost of such property damage or destruction suffered.	SIA	Applicable
50.	Developer shall, at Developer's sole expense, obtain all necessary permits and licenses for the approval and construction of the relevant MBI, Public Improvements, and/or Private Improvements work, give all necessary notices, and pay all fees and taxes required. Developer shall furnish to City proof of having obtained required workers' compensation insurance coverage prior to commencing any relevant MBI, Public Improvements, and/or Private Improvements work.	SIA	Applicable

51.	Developer shall ensure competent supervision of all relevant MBI, Public Improvements, and/or Private Improvements work at all times. The Developer, at Developer's expense, shall have a registered civil engineer establish the horizontal and vertical control survey, if necessary, to construct the relevant MBI, Public Improvements, and/or Private Improvements work in accordance with the plans and specifications for such relevant MBI, Public Improvements, and/or Private Improvements work.	SIA	Applicable
52.	Developer shall at all times maintain proper facilities and provide safe access for inspection to all parts of the work on the relevant MBI, Public Improvements, and/or Private Improvements work, and to the shops wherein the work is in preparation, to assure that the relevant MBI, Public Improvements, and/or Private Improvements work shall be done in accordance with the approved Improvement Plans for such relevant MBI, Public Improvements, and/or Private Improvements work.	SIA	Applicable
53.	Developer shall furnish to City all of the following: a) A surety bond or bonds in the amount equal to 100% of the estimated cost of the relevant MBI, Public Improvements, and/or Private Improvements work, as security for the faithful performance of all the provisions of the relevant SIA, including without limitation, the repair and reconstruction of defective work on the relevant MBI, Public Improvements, and/or Private Improvements work. Such surety bond shall remain in effect at a minimum of thirty- five (35) days beyond the date of Notice of Completion of the relevant MBI, Public Improvements, and/or Private Improvements work. **[$3,879,000]** b) A surety bond or bonds in the amount equal to 50% of the estimated cost of the relevant MBI, Public Improvements, and/or Private Improvements work, as security to guarantee payment in full of all persons who perform labor upon or furnish materials to be used in construction of the relevant MBI, Public Improvements, and/or Private Improvements work. Such surety bond shall remain in effect at a minimum of thirty-five (35) days beyond the date of Notice of Completion of the relevant MBI, Public Improvements, and/or Private Improvements work. **[$1,939,500]** c) A surety bond in the amount of I0% of the estimated cost of the relevant MBI, Public Improvements, and/or Private Improvements work, as security for the warrantee of all the provisions of the relevant SIA, including without limitation the repair and reconstruction of defective work provisions of such Agreement. Such surety bond shall remain in effect at a minimum of thirty-five (35) days beyond the date of Notice of Completion of the relevant MBI, Public Improvements, and/or Private Improvements work. **[$387,900]**	Prior to issuance of a building permit (and/or) construction permit for MBI, Public Improvements and/or Private Improvements work	Applicable

	d) All surety bonds referenced shall be prepared on the standard forms provided by City and available from City's Engineer. e) Consistent with the Development Agreement, other forms of surety such as irrevocable letters of credit, cash deposits, savings account(s), certificate(s) payable to City, etc. - in a form equivalent to each said surety bonds may be proposed by Developer, and shall be accepted by City in place of such surety bonds described herein, provided such other form of surety is satisfactory to City's City Attorney, and provided that all legal expenses incurred by City in reviewing and approving said other forms of surety be paid by Developer. f) Developer shall maintain such surety bonds and/or approved other form of surety in full force and effect consistent with the terms of the relevant SIA, including any extensions of time to such relevant SIA. In the event Developer fails to meet the Developer obligation(s) for which the relevant surety bond or other form of approved surety was provided, then, contingent upon City having properly followed and exhausted the requirements of the Development Agreement, City shall have the right to call upon each such relevant surety bond or other approved form of surety to satisfy the Developer obligation(s) for which such relevant surety bond or other approved form of surety was provided to City.		
54.	Title to, and ownership of, all relevant MBI and/or Public Improvements which are to be delivered to City as shown on the Improvement Plans shall vest absolutely in City upon completion and acceptance of such relevant MBI and/or Public Improvements by City, which City shall accept.	SIA	Applicable
55.	If, within a period of one (I) year after final acceptance by City of any MBI and/or Public Improvements work performed under the applicable SIA, any such MBI and/or Public Improvement work fails to fulfill any of the requirements of such applicable SIA or the Improvement Plans referred to therein, Developer shall, without delay and without any cost to City, repair or replace or reconstruct any such failure regarding such MBI and/or Public Improvements work. Any dispute between City and Developer on this topic shall be addressed through the provisions of the Development Agreement. City may, at its option, make the necessary repairs or replacements or perform the necessary work, again, with the provisions of the Development Agreement applying regarding the resolution of such City payment and actions. Likewise, City may, but shall not be required to and without limitation, draw upon the applicable surety bond or other approved form of security deposited by Developer and/or take such action as authorized under the relevant SIA and the Development Agreement.	SIA	Applicable

56.	Notwithstanding any other provision of an applicable SIA, neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under the applicable SIA.	SIA	Applicable
57.	Inspections, Improvement Plans review, and other services performed shall be pursuant to the Development Agreement.	SIA	Applicable
58.	The Development Agreement shall apply regarding all inspection, Improvement Plan review, and other services performed by City or others chosen by Developer after the execution of the relevant SIA.	SIA	Applicable
59.	In the event any notice of breach is given and surety is present, Developer's surety shall have the duty to take over and complete the work and the Public improvements; provided, however, that if the surety, within ten (10) days after serving upon it such notice of breach, does not give City written notice of its intention to take over and complete the performance of the contract, and does not commence performance thereof within ten (10) days after notice to City of such election, City may take over the work and prosecute the same to completion by contract or any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any direct costs or damages occasioned City thereby, and, in such event, City without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.	SIA	Applicable
60.	Developer shall not commence work under this contract until Developer shall have obtained all insurance required under this section and such insurance shall have been reasonably approved by City as to form, amount, and carrier. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement. Developer agrees that if the aforesaid insurance is not kept in full force and effect, City may terminate this Agreement upon ten (10) days prior notice to Developer, unless Developer delivers evidence of insurance to City within such ten (10) day period.	SIA	Applicable
61.	Developer shall take out and maintain during the Term of this SIA such insurance as shall protect City, its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants), and employees and each of them,, and Developer and any agents and employees performing work covered by this contract from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Developer's or any sub-contractor's operations under this contract, whether such operations be by Developer or by anyone directly or indirectly employed by Developer.	SIA	Applicable

62.	The certificate or policy of insurance shall name the City (and such, other entities or individuals of the City as are indemnified under the contract, such as "... its elected and appointed officials, officers, directors, attorneys, agents, and employees...") as additional, or co-insureds with the Developer. The amounts of such insurance shall be as follows: a) Public Liability Insurance. In an amount not less than $1,000,000 for injuries, including, but not limited to, death to any one person and subject to the same limit for each person in an amount not less than $1,000, 000 on account of any one occurrence; b) Property Damage Insurance. In an amount of not less than $1,000,000 for damage to the property of each person on account of any one occurrence; c) Comprehensive Automobile Liability. Bodily injury liability coverage of $1,000,000 for each person in any one accident and $1,000,000 for injuries sustained by two or more persons in any one accident. Property damage liability of $1,000,000 for each accident. d) Worker's Compensation Insurance. In the amounts required by law.	SIA	Applicable
63.	City shall not, nor shall any officer, agent or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring in the work specified in this Agreement prior to the completion, approval and/ or acceptance of the same; nor shall the City, nor any of its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants), and employees and each of them, thereof, be liable for any persons or property injured by reason of said work or by reason of the acts or omissions of the Developer, its officers, agents or employees, in the performance of said work. Prior to the completion, approval, or acceptance of the work, the Developer agrees to indemnify, defend and save harmless the City, its elected and appointed officials, officers, directors, attorneys, agents (including outside consultants), and employees and each of them, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from the Developer's operations or its services hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services by any person pursuant to this Agreement, whether arising from activities of Developer or any of Developer's contractors, subcontractors or by persons directly or indirectly employed by or acting as agent for Developer or arising out of the use of any patent or patented article in the construction of said work. Developer agrees to, and shall upon request, promptly and fully defend City and its elected and appointed officials,	SIA	Applicable

	officers, directors, attorneys, agents (including outside consultants), and employees and each of them, from any suits or actions at law or equity for damages caused, or alleged to have been caused, by reason of the activities hereinabove identified as being the responsibility of Developer.		
64.	Developer shall comply with all applicable provisions of the California Labor Code.	SIA	Applicable
65.	Developer shall at all times from the effective date of this Agreement to the completion and acceptance of the Public Improvements by the City, give good and adequate warning of each and every dangerous condition caused by the construction of said Public Improvements and will protect the traveling public therefrom.	SIA	Applicable
66.	Developer warrants that it has control of the real property reserved, or needed for the installation of the Public Improvements, and the streets in which it is to be placed, as is necessary to allow it to carry out its obligations under this Agreement.	SIA	Applicable
67.	The acquisition price and costs and all other expenses of obtaining all easements required for the Public Improvements shall be paid by Developer. All necessary easements for the Public Improvements to be dedicated to City, if not already conveyed to City, shall be granted to City concurrently with the inspection and acceptance by the City of the relevant MBI, an/or Public Improvements.	SIA	Applicable
68.	All service connection charges for the Public Improvements to be constructed to serve said parcel(s) of real property shall be the amounts described in the Development Agreement.	SIA	Applicable
69.	Upon the provision of reasonable notice, the City, its officers, agents, and employees and the Surety upon any bond shall have the right from and after the date of the execution of the relevant SIA to enter upon said parcel of real property and any property where appurtenant easements are located for purposes of inspection and investigation at any and all reasonable times.	SIA	Applicable
70.	When relevant to the MBI and/or Public Improvements work, Developer shall retain and pay the cost of the Geotechnical Engineer of Record to perform all testing and reporting of items including but not limited to, rough grading, sub-grade preparation and compaction, concrete testing, and asphalt testing and compaction. Such reports shall be made available to City upon City's request.	SIA	Applicable
81	Developer shall retain and pay the cost of the Engineer of Record to certify the Private Improvements are constructed to their satisfaction and at the places, at the grades, with the materials and in the manner shown upon the plans and specifications therefor approved by the City's Engineer.	SIA	Applicable

3. **Mitigation Measures.** All relevant and applicable Mitigation Measures set forth in the Specific Conditions for Lot 7 and in the Master Conditions shall apply to this Subdivision Improvement Agreement for Lot 7. Only those Mitigation Measures that are applicable regarding the recordation of the Final Map, and/or are applicable as part of the activity to occur pre-recordation of the Final Map, and/or are applicable as part of the activity to occur during the term of the Subdivision Improvement Agreement are hereby made a part of this Subdivision Improvement Agreement for Lot 7. Additionally, through an Assignment Agreement pursuant to the Development Agreement, a Purchase and Sale Agreement, and/or other agreement, Master Developer and its successor may determine rights and obligations regarding the satisfaction of the Mitigations Measures made a part of this Subdivision Improvement Agreement for Lot 7.

4. **Sales and Use Taxes.** When consistent with applicable law, American Canyon, California shall be the designated situs for which purchases or use occurs for equipment, fixture components, and construction materials for purposes of calculating and reporting sales and/or use taxes.

5. **Term.** Pursuant to Section 1.02(d) of the July 18, 2019 Development Agreement, this Subdivision Improvement Agreement shall have an initial Term of two (2) years from its Effective Date. Extensions of such two-year Term shall be allowed upon the showing of good cause. The existence of good cause shall be determined subject to the Development Agreement's requirement of Good Faith and Fair and Expeditious Dealing.

6. **Resolution Process.** Notwithstanding any other provision of this Subdivision Improvement Agreement, if requested by Developer, the "Resolution Process" set forth in Section 2.03(6) of the July 18, 2019 Development Agreement shall apply to (a) any City claim of Developer breach of this Subdivision Improvement Agreement; or (b) any other dispute between Developer and City under this Subdivision Improvement Agreement.

7. **Notices:** Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, postage prepaid, return receipt requested, or delivered by a nationally recognized overnight delivery service such as Federal Express or United Parcel Service, charges prepaid or charged to the sender's account.

Notices required to be given to City shall be addressed as follows:

City of American Canyon
Attention: Public Works Director/City
Engineer 4381 Broadway, Suite 201
American Canyon, California 94503

And with copies to:

Teresa Highsmith
Colantouno, Highsmith & Whatley, PC
790 E. Colorado Blvd., Suite 850
Pasadena, California 91101

Notices required to be given to Developer shall be addressed as follows:

KB Home North Bay, LLC
4830 Business Center Drive, Suite 150,
Fairfield, CA 94534
Attention: Kevin Fredrickson

Notices shall be deemed to be received and effective when: (i) personally delivered; (ii) one (1) day after the date of forwarding by overnight courier; or (iii) if mailed, three (3) days after the date of mailing. Notices required to be given any surety shall be addressed to its address shown on its bond or other instrument. Any Party and/or any surety may change such notice address by providing notice of such changed address in the notice manner required by this Section 6. Thereafter, notices shall be addressed and transmitted to such new address.

8. **Jurisdiction and Venue.** The interpretation, validity, and enforcement of this Development Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Development Agreement shall be filed and heard in a court of competent jurisdiction in Napa County.

9. Waivers. Waiver of a breach or default under this Subdivision Improvement Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Subdivision Improvement Agreement.

10. Entire Agreement. This Subdivision Improvement Agreement may be executed in multiple originals, each of which is deemed to be an original. This Subdivision Improvement Agreement Development Agreement, including these pages and all documents incorporated by reference herein, constitute the entire understanding and agreement of the Palties.

11. Signatures. The individuals executing this Subdivision Improvement Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Subdivision Improvement Agreement on behalf of the respective legal entities of Developer and City. This Subdivision Improvement Agreement shall insure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, as set forth in this Subdivision Improvement Agreement.

August 14, 2025

IN WITNESS WHEREOF, City and Developer have executed this Subdivision Improvement Agreement Development Agreement as of the date first hereinabove written, the Effective date.

"City":

CITY OF AMERICAN CANYON, a municipal corporation

By: _____
Jason Holley, City Manager

APPROVED AS TO FORM:

By: _____
Teresa Highsmith, City Attorney

"Developer":

KB Home North Bay LLC

By: _____
Kevin Fredrickson, Vice President

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 Solano)

On August 14, 2025 before me, Stephene Cain, Notary Public
(insert name and title of the officer)

personally appeared Kevin Fredrickson,
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.

STEPHENE CAIN
Notary Public - California
Solano County
Commission # 2396076
My Comm. Expires Mar 7, 2026

Signature _____ (Seal)

TITLE

Measure U Master Agreement - Napa Valley Transportation Improvement Act

RECOMMENDATION

Adopt a Resolution approving the Measure U Master Agreement between the City of American Canyon and the Napa Valley Transportation Authority – Tax Agency.

CONTACT

Erica Ahmann Smithies, P.E., Public Works Director

BACKGROUND & ANALYSIS

In November 2024, Napa County voters approved Measure U, the Napa Valley Transportation Improvement Act. Measure U replaces Measure T, the Napa Countywide Road Maintenance Act passed in 2012, which expired on June 30, 2025. The measure continues a one-half cent sales tax to fund local and regional transportation improvements with additional provisions.

Measure U extends the tax for 30 years until June 30, 2055, and provides a dedicated funding source for street and road maintenance, active transportation projects, and regional highway improvements. It also introduces updated performance, accountability, and flexibility requirements. The Napa Valley Transportation Authority (NVTA) has prepared a Master Agreement outlining the terms for fund allocation, project eligibility, reporting, and compliance, and distribution requirements.

In February, NVTA formed a Measure U working group including selected staff from each jurisdiction to review the draft. Since that meeting, feedback from legal counsel, public works directors, and finance directors has been incorporated. In May, NVTA retained Stradling LLC, as bond counsel to review the agreement and ensure compliance with legal and tax requirements for potential bond issuance. Their comments have been incorporated into the agreement.

The Master Agreement includes:

- **Distribution Formula:** Based on average sales tax generation and lane miles (for the County), recalculated every five years.
- **Maintenance of Effort:** Requires jurisdictions to maintain spending at 20% of prior-year

revenue levels.

- **7% Active Transportation Requirement:** Equivalent fund commitment for bike and pedestrian infrastructure.
- **5% Flex Fund Allowance:** For broader transportation investments over the life of the measure.
- **Distribution of Funds:** The methodology to distribute Measure U receipts.
- **Project Programming, Reporting and Compliance:** Includes biennial five-year project lists, semi-annual progress reports, financial audits, and signage requirements, etc.

On May 6, 2025, City Council adopted the first biennial five-year expenditure plan for FY 2025/26 through FY 2029/30 for Measure U prior to the finalization of the Master Agreement. Execution of the Agreement is required for each jurisdiction to begin receiving Measure U funds in FY 2025–26.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Infrastructure: "Develop and maintain infrastructure resources to support sustainable growth."

FISCAL IMPACT

By adopting this Resolution and executing the Measure U Master Agreement with NVTA-TA, the City of American Canyon will be eligible to collect 8.0% of the annual revenues available through the collection of the ½ cent sales tax. The Measure U revenue amount for FY 2025/26 is estimated to be $1.96 million.

ENVIRONMENTAL REVIEW

Approval of the Measure U Master Agreement is exempt from review under the California Environmental Quality Act ("CEQA") because the action is not a "Project" as defined under CEQA, and because actions that have no potential to cause a significant effect on the environment and actions that will not result in a direct or reasonably foreseeable indirect physical change in the environment are exempt from CEQA. (Pub. Res. Code § 21065; CEQA Guidelines §§ 15061(b)(3); 15060(c)(2)), and 15378(b).

COMMUNICATION

Level 0: No Further Public Communication Needed

ATTACHMENTS:

1. Resolution 2025 - Measure U Master Agreement
2. Master Agreement Measure U - Approved July 16, 2025, by NVTA-TA

RESOLUTION NO. 2025-

A RESOLUTION APPROVING THE MEASURE U MASTER AGREEMENT BETWEEN THE CITY OF AMERICAN CANYON AND THE NAPA VALLEY TRANSPORTATION AUTHORITY – TAX AGENCY

WHEREAS, on November 5, 2024 the voters of Napa County passed the Napa Valley Transportation Improvement Act, also known as Measure U, a continuation of Measure T, which imposes a half cent transaction and use (sales) tax to provide supplemental funding for road maintenance as detailed in the Measure U Expenditure Plan; and

WHEREAS, the Napa Valley Transportation Authority-Tax Agency (NVTA-TA) has been designated to administer and oversee the Measure U program and revenues; and

WHEREAS, the City of American Canyon (City) is an eligible recipient of Measure U funds, to be used for eligible transportation projects consistent with the Measure U Expenditure Plan and the Master Agreement; and

WHEREAS, the City has entered into a Master Agreement, developed by NVTA-TA, to guide the implementation of Measure U funding, define roles and responsibilities, establish fund eligibility criteria, outline reporting requirements, and provide consistency among all participating agencies; and

WHEREAS, approval of the Master Agreement is required for the City to receive Measure U revenues, effective July 1, 2025; and

WHEREAS, the Master Agreement sets forth procedures regarding project eligibility, Maintenance of Effort, Equivalent Fund contributions, 5% Flex Funds, financial reporting, and other responsibilities; and

WHEREAS, Measure U project(s) will comply with the requirements under the California Environmental Quality Act (California Code Sections 21000 *et seq*.; as implemented through California Regulations Title 14, Chapter 3, Sections 15000 *et seq.*).

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of American Canyon does resolve as follows:

1. The City Council of the City of American Canyon hereby adopts the Measure U Agreement between the City of American Canyon and the Napa Valley Transportation Authority – Tax Agency.

2. The Resolution is hereby adopted and becomes effective and in full force immediately upon adoption.

PASSED, APPROVED and **ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 2nd day of September, 2025 by the following vote:

AYES:
NOES:
ABSTAIN:

ABSENT:

_____
Pierre Washington, Mayor

ATTEST:

_____
Taresa Geilfuss, CMC, City Clerk

APPROVE AS TO FORM:

_____
Teresa L. Highsmith, City Attorney

MASTER AGREEMENT
OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY – TAX AGENCY

AND THE CITIES OF
AMERICAN CANYON, CALISTOGA, NAPA, ST. HELENA,
THE TOWN OF YOUNTVILLE, THE COUNTY OF NAPA,
AND
THE NAPA VALLEY TRANSPORTATION AUTHORITY

NVTA-TA AGREEMENT NO. 2025-C01

CITY OF NAPA AGREEMENT NO. _____

COUNTY OF NAPA AGREEMENT NO. _____

CITY OF AMERICAN CANYON AGREEMENT NO. _____

CITY OF CALISTOGA AGREEMENT NO. _____

CITY OF ST. HELENA AGREEMENT NO. _____

TOWN OF YOUNTVILLE AGREEMENT NO. _____

NVTA AGREEMENT NO. _____

NVTA-TA Board of Directors Approval Date: July 16, 2025

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This Master Agreement ("Agreement") commencing on **1st** day of **July, 2025**, by and between the Napa Valley Transportation Authority – Tax Agency, a local transportation agency authorized by the provisions of Division 19 of the California Public Utilities Code, hereinafter referred to as ("NVTA-TA"), and Cities of American Canyon, Calistoga, Napa, St. Helena, the Town of Yountville, the County of Napa (the "County") and the Napa Valley Transportation Authority ("NVTA"), each individually an "Agency" and hereinafter collectively referred to as ("Jurisdictions"), to guide the distribution of revenues generated by the Napa Valley Transportation Improvement Act, commonly known as Measure U. NVTA-TA and Jurisdictions are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, the voters of Napa County approved the Napa Valley Transportation Improvement Act (herein referred to as Measure U) at the General Election held on November 5, 2024; and

WHEREAS, Ordinance No. 2024-01, attached hereto as EXHIBIT A (Measure U), does hereby replace Ordinance No. 2012-01, Napa Countywide Road Maintenance Act (Measure T) effective July 1, 2025; and

WHEREAS, the sales tax proceeds generated as of July 1, 2025 will be used to pay for the projects eligible under Measure U, submitted by and allocated to the Jurisdictions, as set forth in Measure U and as approved by the Jurisdictions' governing boards and by NVTA-TA; and

WHEREAS, the NVTA-TA Board of Directors approved this Agreement on July 16, 2025.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein, the Parties agree as follows:

1. PURPOSE.

This Agreement is entered between NVTA-TA and Jurisdictions to document the funding conditions necessary for the Jurisdictions to receive Measure U sales tax disbursements.

2. TERM.

Thirty (30) years from the commencement date of July 1, 2025, unless amended.

3. ANNUAL AND NET RECEIPTS.

Proceeds available for the Local Streets and Roads Maintenance Program under the Expenditure Plan (herein referred to as "Local Streets and Roads Maintenance") shall be allocated in accordance with Ordinance No. 2024-01 and any amendments made to Measure U. Net Receipts Available for Agency Distribution (as hereinafter defined), plus interest earned on unobligated balances, shall be apportioned to the Jurisdictions' transportation improvement account on a quarterly basis in accordance with Ordinance No. 2024-01 and any amendments made to Measure U.

4. FINANCING.

"Pay-as-you-go" financing is the primary method used unless an Agency, with NVTA-TA's concurrence, determines and approves in advance that bond financing is a more appropriate alternative for the delivery of such Agency's own projects. The issuance of Agency Bonds (as hereinafter defined) may be subject to an Agency satisfying certain debt service coverage ratios that will be determined by the NVTA-TA Board prior to the issuance of the applicable Agency Bonds.

5. COST OF DEBT SERVICE ON BONDS.

In accordance with Measure U, the cost of debt issuance, debt service, and other costs relating to bonds or other evidence of indebtedness issued or incurred by NVTA-TA on behalf of an Agency for the purpose of financing such Agency's projects (the "Agency Bonds") will be borne by the individual Agency from Net Receipts Available for Agency Distribution otherwise apportioned to such Agency pursuant to Section 3 above. In addition, debt service on bonds or other evidence of indebtedness issued or incurred by NVTA-TA for purposes of financing Regional Transportation Enhancement Program projects (the "RTEP Bonds" and, collectively with the Agency Bonds, the "Bonds") will be deducted from Net Receipts (as hereinafter defined) in the manner described in Section 8 of this Agreement. Any Bonds or other financing instruments issued by NVTA-TA shall have priority in both lien and payment to the other applications of Net Receipts, as set forth in Section 12 of this Agreement.

6. PROJECT FUNDING SOURCES (7% Equivalent Funds).

Parties collectively must demonstrate that at least seven percent (7%) of the dollar amount of the allocations each year for the Local Streets and Roads Maintenance Program have been committed to the project development, construction, and maintenance of Class I and/or Class IV active transportation infrastructure project(s) identified in the adopted Countywide Active Transportation Plan (CTP), including any amendments thereof. NVTA will maintain and annually update a database of each jurisdiction's, including NVTA's, contributions towards the 7% Equivalent funds and calculate the collective commitment of funds.

Up to twenty percent (20%) of the requirement may be met by routine maintenance expenditures.

The base year for calculating the seven percent (7%) equivalent funds will be determined using the most recent audited year of Measure T revenues, FY2023-24 for each jurisdiction to calculate the Measure U 7% Equivalent Funds as seen in Table 1. Equivalent calculations for Measure U are based on the total proceeds received by each jurisdiction, less administrative costs, the Regional Transportation Enhancement Program, debt service, and other mandatory costs.

Funding for Class I and/or Class IV projects that are funded by philanthropy, state discretionary funding or federal discretionary funding shall not count toward the seven percent (7%).

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Table 1. Sales Tax Receipts

					---->>> MEASURE U		
Fiscal Year Ending June 30,	2022	2023	2024	2025	2026	2027	2028
Forecast Year	-3	-2	-1	0	1	2	3
Actual, Budget or Forecast	Actual	Actual	Actual	Projection	Projection	Projection	Projection
Sales Tax Receipts & Interest Earnings	24,824,105	25,551,011	25,237,575	25,200,000	25,830,900	26,476,600	27,138,700
Admin Costs - Sales Tax Program	0	0	0	0	(516,600)	(529,500)	(542,800)
NVTA-TA RTEP (Years 1-5)	-	-	-	-	(1,200,000)	(1,200,000)	(1,200,000)
Net Revenues For Distribution to Juridictions (Before Debt Service)	24,824,105	25,551,011	25,237,575	25,200,000	24,114,300	24,747,100	25,395,900
				Measure T	Measure U -->		
Actuals/Forecast	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
City of Napa	9,987,077	10,280,245	10,152,878	10,173,200	9,718,100	9,973,100	10,234,500
County of Napa	9,811,902	10,096,986	9,967,254	9,966,800	9,286,400	9,530,100	9,780,000
American Canyon	1,905,632	1,961,376	1,936,684	1,920,400	1,962,900	2,014,400	2,067,200
St. Helena	1,460,410	1,502,872	1,483,953	1,475,800	1,579,500	1,620,900	1,663,400
Calistoga	668,273	687,914	679,540	666,400	722,600	741,500	761,000
Yountville	668,273	687,914	679,540	666,400	844,000	866,100	888,900
NVTA Admin	248,631	257,879	257,685	252,000	516,600	529,500	542,700
NVTA RTEP	-	-	-	-	1,200,000	1,200,000	1,200,000
ITOC	73,907	75,825	80,041	79,000	-	-	-
	$ 24,824,105	$ 25,551,011	$ 25,237,575	$ 25,200,000	$ 25,830,100	$ 26,475,600	$ 27,137,700
Equivalent Calculation				Total Proceeds	$ 25,830,900	$ 26,476,600	$ 27,138,700
Net Revenues For Distribution to Juridictions				Net Proceeds	**$ 24,114,300**	**$ 24,747,100**	**$ 25,395,900**
TOTAL	13,513,046	3,723,903	3,548,444	0	$ 1,758,935	$ 1,767,540	$ 1,735,786
Accumluated Balance			11,820,008	11,820,008	10,061,073	8,293,533	6,557,747

7. PRIVATE SECTOR FUNDING.

Revenues provided from Measure U, shall not be used to replace private developer funding that has been or will be committed for any project to help alleviate the direct traffic impacts of any new or redeveloped residential, commercial, or industrial development in Napa County or its cities/towns.

8. EXPENDITURE PLAN SUMMARY.

Improvements identified on the Expenditure Plan as "projects" and "programs" as prescribed in Measure U, shall be funded by one-half of one percent (1/2%) transactions and use tax under Measure U.

The Net Receipts available for distribution to each Agency for the Local Streets and Roads Maintenance Program must be used for maintenance, reconstruction or rehabilitation of local streets, roads, and infrastructure within the public right-of-way. Up to five percent (5%) (herein referred to as "5% Flex Funds") of allocations distributed to each Agency may be used on other transportation projects including roadway capacity projects. The 5% Flex Funds is over the life of the Ordinance No. 2024-01 and will include all debt issuance costs associated with projects funded with the 5% Flex Funds.

The amount transmitted from the California Department of Tax and Fee Administration ("CDTFA") to the NVTA-TA will consist of the Measure U sales tax receipts collected by CDTFA, less any deduction for CDTFA's services in connection with the Measure U sales tax ("Net Receipts").

Net Receipts remaining following the deduction of (i) debt service payments on any RTEP Bonds and any other costs related to the RTEP Bonds, (ii) all administrative costs, including an allocation of no more than two percent (2.0%) of Net Receipts for NVTA administrative costs, and (iii) the RTEP Set-Aside amounts (the Net Receipts following such deductions are referred to herein as the "Net Receipts Available for Agency Distribution") shall be allocated to the Jurisdictions as follows: (A) the Cities of American Canyon, Calistoga, Napa, St. Helena, and the Town of Yountville will be allocated a percentage distribution based on the proportionate sales tax generation in each respective Agency, calculated using the average of the three most recent audited years of sales tax generations per Ordinance No. 2024-01 and (B) the County will be allocated an amount based on fifty percent (50%) sales tax generation within the unincorporated County calculate using the average of the three most recent audited years of sales tax generations and fifty percent (50%) proportionate lane miles in the unincorporated County.

An Agency will receive no less than three percent (3%) of the Local Streets and Roads Maintenance revenues. Once the percentage distributions are calculated, an adjustment will be applied to normalize the total annual program to one hundred percent (100%) of the revenues available for distribution to the Jurisdictions.

Local Street and Road Example Formula

Table 2. LSR Example Formula

Column Number	A	B	C	D	E	F	G
Jurisdiction	Return to Source Amount		Lane Miles		Sub-total	Final Distribution	**3% Floor**
	Value (in 1,000s)	%	Value	%	County = (B+D)/2; Cities=B	Normalize to 100%	
American Canyon	$ 3,261	8.9%	112.8	7.5%	8.9%	8.0%	**8.0%**
City of Napa	$ 16,493	45.0%	467.6	31.0%	45.0%	40.3%	**40.2%**
Yountville	$ 1,401	3.8%	16.6	1.1%	3.8%	3.4%	**3.4%**
St. Helena	$ 2,703	7.4%	51.5	3.4%	7.4%	6.6%	**6.6%**
County of Napa	$ 11,665	31.8%	828.7	55.0%	43.4%	38.9%	**38.8%**
Calistoga	$ 1,131	3.1%	30.6	2.0%	3.1%	2.8%	**3.0%**
Total	$ 36,654	100.0%	1,507.8	100.0%	111.6%	100.0%	**100.0%**

The above Local Streets and Road Formula is an illustrative example of the formula calculation and is subject to change upon the five-year update. See EXHIBIT F for FY26-FY30 Formula.

Total Sales Tax Data is derived from NVTA's consultant reports of the total sales tax generations in a quarter. The total sales tax is also known as the 1% Bradley Burns local sales and use tax. Transactional or other local taxes are not used in the formula calculations. The NVTA-TA will use the total sales taxes for FY 2024, FY 2023, and FY 2022 for the FY 2026-30 LSR Example percentage calculation.

Net Receipts Available for Agency Distribution shall be deposited in a special fund (the "Special Revenue Fund"), used solely for the identified improvements as prescribed in Measure U, and made available to the Jurisdictions responsible for the improvements in the Expenditure Plan.

9. EXPENDITURE PLAN PROCEDURES.

Beginning on July 1, 2025, then biennially thereafter from July 1, 2027, each Agency shall develop and submit to NVTA-TA a five-year list of projects to be funded with revenues made available for the Local Streets and Roads Maintenance Program and other transportation projects funded by 5% Flex Funds, in accordance with Measure U (each, an "Agency Expenditure Plan").

Each Agency shall conduct a public meeting and adopt a resolution substantially in the form of the resolution included as EXHIBIT C: Project List Adoption Resolution Template, in support of the proposed list of projects before submitting the project list to NVTA-TA. Jurisdictions must also identify in the five-year project list, those projects that require funds to be advanced through bonding, borrowing and/or funding exchange.

Prior to NVTA-TA approval, the Independent Taxpayer Oversight Committee (ITOC) shall consider each Agency's biennial five-year list of projects (EXHIBIT B) and make a finding that such projects are consistent with the intent of Measure U and make a recommendation on which of the items on those project lists should be approved to NVTA-TA. An Agency Expenditure Plan may be amended by an Agency by conducting a public meeting and adopting a revised resolution with the amended Agency Expenditure Plan.

Parties will be encouraged to purchase goods and services for the project(s) from Contractors/Consultants/Suppliers based in Napa County, unless restricted by regulations guiding other funding sources included in the project funding. Parties must also fully consider the needs of non-motorized travelers, including pedestrians, bicyclists, and persons with disabilities, in all planning, maintenance, construction, operations, and project development activities and products. Projects funded in full or in part with NVTA-TA revenues shall endeavor to not remove or reduce existing facilities for bicycling or pedestrians.

10. MAINTENANCE OF EFFORT.

To meet the Maintenance of Effort (MOE) requirement prescribed in Measure U, each Agency will expend, at a minimum, twenty percent (20%) of the Agency's most recent audited year local streets and roads sales tax revenue in local general fund revenues.

In each subsequent year after the initial year, the Agency must allocate 20% of its most recent audited fiscal year's receipts, not to increase by more than two percent (2%) of the prior year's MOE amount. The initial year of the MOE calculation is based on Measure T proceeds to the jurisdictions in the year ended June 30, 2024.

The 20% MOE calculation will be based on the most recent audited fiscal year available at the time of annual certification deadline by May 15th. This calculation accounts for deductions made before Net Receipts are allocated to the Jurisdictions, including NVTA's administrative allocation of up to 2% of Net Receipts, the $1.2 million per year for the first five years of the Regional Transportation Enhancement Program ($6 million total), and RTEP Bond related costs and debt service payments for up to $50 million aggregate principal amount of RTEP Bonds issued to deliver the Regional Transportation Enhancement Program.

Any Agency that does not meet its local MOE requirement for a five-year average period shall have its funding for the next year reduced by the amount the Agency did not meet its required average MOE level for the five years prior. Any funds not allocated due to the failure to meet the MOE requirement shall be reserved for the Agency until all MOE expenditures are fulfilled.

11. COOPERATIVE FUNDING EXCHANGE AGREEMENTS.

To maximize the effectiveness of the proceeds provided from Ordinance No. 2024-01, NVTA-TA and/or Agency may loan proceeds received, allocated or granted to any public agency party to this agreement provided that the percentage of proceeds allocated as provided is maintained over the duration of the Ordinance. Any exchange or loan agreement must include detailed repayment provisions, including appropriate interest earnings based upon the current treasury rate of interest. All loans and/or exchanges must be approved by NVTA-TA by a majority vote and shall be consistent with all rules approved by NVTA-TA relating thereto.

12. ALLOCATION & DISBURSEMENT OF MEASURE U RECEIPTS.

In accordance with Measure U, the Net Receipts received from the CDTFA will be disbursed in the following order:

1. Bonds: In the event that any Bonds are issued by NVTA-TA and for so long as any Bonds remain outstanding, costs related to the Bonds shall be paid and debt service on the Bonds shall be paid or set-aside at the times and in the amounts set forth in the indenture or other document pursuant to which such Bonds were issued or incurred or as set forth in any document relating to the Bonds, including any credit or liquidity facility documents.

    A. RTEP Bonds: As set forth in Section 8 of this Agreement, debt service on any RTEP Bonds and any costs related to the RTEP Bonds shall be deducted from Net Receipts for purposes of determining Net Receipts available for Agency distribution. The debt service payment schedule for RTEP Bonds will be determined prior to the time of issuance.

    B. Agency Bonds: In the event that an Agency causes NVTA-TA to issue Agency Bonds for the purpose of financing such Agency's projects, payments for costs associated with such Agency Bonds, other costs of financing and debt service on such Agency Bonds shall be deducted from the applicable Agency's annual Local Streets and Road Maintenance Allocation and such debt service costs will not be deducted from Net Receipts for purposes of determining the total amount of Net Receipts Available for Agency Distribution. The distribution of the Local Streets and Roads Allocation set forth in 4 below to an Agency that has any outstanding Agency Bonds will be net of the costs relating to such Agency Bonds and actual debt service paid or set-aside in accordance with the indenture or other documents relating to such Agency Bonds. The debt service payment schedule with respect to an issue of Agency Bonds will be determined prior to the time of issuance and must comply with the covenants and requirements within the indenture or other bond documents.

2. NVTA Administration: A deduction of two percent (2%) of Net Receipts will be withheld for administration purposes.

3. Regional Transportation Enhancement Program (RTEP Set-Aside)- Year 1 (FY2026) to Year 5 (FY2030): A deduction of $1,200,000 per year distributed in monthly installments for the five fiscal years beginning in Fiscal Year 2025-26 and ending in Fiscal Year 2029-30 for a total amount of $6,000,000.

4. Local Streets and Roads Maintenance Allocation: Following the disbursements outlined above, the remaining Net Receipts Available for Agency Distribution will be allocated—though not immediately distributed—to each Agency according to the current Local Streets and Roads funding formula, which is updated every five years. Distribution of funds will occur after debt service on the Agency Bonds has been paid or set-aside in accordance with the indenture or document pursuant to which such Agency Bonds were issued.

No other allocation shall occur.

The County Auditor-Controller (or bond trustee, if applicable) will receive Net Receipts from CDTFA on a monthly basis or as determined by CDTFA methodology for the distribution of receipts. The NVTA-TA will allocate the funds based on the current Measure U disbursement methodology stated in this Section and provide the County Auditor-Controller with a claim specifying the disbursement amounts for each jurisdiction. Jurisdictions will receive a quarterly letter indicating the full allocation of the Net Receipts available for Agency distribution and the amount of proceeds that each Agency will receive; net of any portion of an Agency's allocation of Net Receipts available for Agency distribution withheld for debt service and/or other mandatory fees relating to any Agency Bonds issued on behalf of such Agency.

Funds will be allocated to the Jurisdictions, as directed by NVTA-TA, on a calendar quarterly basis. Disbursements, including any accrued interest, will be made in a timely manner, but no later than the end of the following quarter. Each agency must deposit its Measure U revenues into a separate, interest-bearing Special Revenue Fund.

NVTA will provide the jurisdictions a five-year funding projection annually prior to the commencement of the new fiscal year.

In the event that any Bonds are issued, NVTA-TA may enter into an agreement with the CDTFA to provide for the direct transmittal of Net Receipts to the bond trustee for the Bonds. The bond trustee for any Agency Bonds or RTEP Bonds shall be the same institution.

13. ALLOCATION & DISBURSEMENT OF MEASURE T RECEIPTS.

Sales tax remittances from the CDTFA for the tax reporting period ending June 30, 2025, along with any interest earned for monies kept in the Treasury through June 30, 2025, will be allocated in accordance with the Measure T agreement. Subsequent collections and interest earnings beginning with sales tax remittances from CDTFA for tax periods starting July 1, 2025, will be allocated in accordance with this Agreement.

14. REGIONAL TRANSPORTATION ENHANCEMENT PROGRAM.

Regional funds may be used on any of the Regional Transportation Enhancement Programs and/or projects and may not exceed $56 million, excluding Low-Income Transit Subsidies, which will be paid for out of NVTA-TA's administrative allocation.

Project Name	**Amount**
SR 29/SR 12 – Intersection Improvements at SR 29 and Jameson Canyon/Airport Road and SR 12/Kelly Road	Costs for capital projects funded by the Napa Valley Transportation Improvement Act may not exceed $56 million.
SR 29-American Canyon – Operational Improvements on SR 29 between Napa Junction and American Canyon Road	
SR 29-SR 12/121 – Intersection Improvements at SR 29/Carneros Highway	
Highway Operations and Emergency Evacuation– may include highway system adaptive messaging signs and Vine Transit emergency evacuation operations, or other transportation projects related to emergency evacuation routes.	
Low Income Transit Subsidies	
Fares for Veterans, Persons with Disabilities, Seniors, and Students	Estimated annual cost of $10,000 and funded from NVTA-TA's 2% administrative allocation or other NVTA-TA revenues not derived from Measure U.

The distribution of funding for the Local Streets and Roads Maintenance Program percentage for FY26 to FY30 is based on Transaction and Use Tax for Fiscal Years 2021-22 (FY22), 2022-23 (FY23), and 2023-24 (FY24).

Project	Percentage Distribution
American Canyon	8.14%
Calistoga	3.00%
City of Napa	40.30%
Napa County	38.51%
St. Helena	6.55%
Yountville	3.50%
Total	100.0%

15. COST ELIGIBILITY.

Cost eligibility shall be determined by NVTA-TA based upon Jurisdictions' approved five-year project list. Funds may be expended only for streets and roads project(s) and 5% Flex Fund projects included on the Jurisdictions' approved five-year project list. Flex Fund projects must be included in an Agency's approved five-year project list and approved by the NVTA-TA Board to be eligible.

16. BUDGET AND SCOPE.
Jurisdictions shall maintain a project(s) or program budget. Jurisdictions shall carry out the project(s) and shall incur obligations against and make disbursements of Measure U sales tax receipts in conformity with the requirements of this Agreement and the budget.

17. PROJECT MANAGEMENT.
Jurisdictions shall be responsible for the project(s) and provide for the management of consultant and contractor activities for which Jurisdictions' contracts, including responsibility for schedule, scope, and budget.

18. PROJECT OVERSIGHT.
Jurisdictions shall cooperate with NVTA-TA staff or its consultants for project information and financial information necessary to fulfill the requirements outlined in Measure U.

19. ATTRIBUTION AND SIGNAGE.
If any portion of Measure U sales tax revenues is used for production of reports, acknowledgment of the NVTA-TA's role shall be included in the documents. If any project(s) funding receives $250,000 or more, Jurisdictions shall, upon initiation of field work or at the earliest feasible time, thereafter, install and maintain a sign or signs at the construction site, utilizing the adopted Measure U logo and text, identifying the Jurisdictions and NVTA-TA.

Jurisdictions shall demonstrate compliance with attribution and signage requirements as an indispensable condition for authorization of future Measure U allocations. Jurisdictions are encouraged, but not required to provide signage for projects with a value of less than $250,000.

20. COMPLIANCE WITH LAW.
In the performance of its obligations pursuant to this Agreement, Jurisdictions shall keep fully informed of the Federal, State, and local laws, ordinances and regulations in any manner affecting the performance of this Agreement, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

21. ENVIRONMENTAL COMPLIANCE.
Jurisdictions shall comply with the requirements under the California Environmental Quality Act (California Public Resources Code Sections 21000 *et seq.*; as implemented through California Code of Regulations Title 14, Chapter 3, Sections 15000 *et seq*.). Prior to commencement of any project included in the Expenditure Plan, any necessary environmental review required by CEQA shall be completed. Estimated costs in the Expenditure Plan include the cost of such environmental review.

22. FINANCES.
All costs charged to the project(s) shall be supported by properly prepared and documented time records, invoices, vouchers, or other documentation evidencing in detail the nature and propriety of the charges.

Jurisdictions shall provide a system generated general ledger, trial balance report and other detailed expenditure listing for the Special Revenue Fund. The reporting period for the trial balances will be September 30, December 31, March 31, and June 30. The Jurisdictions will provide the Trial Balances upon the quarterly close, or 30 days thereafter, whichever comes first.

23. RECORDS.
All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to the project(s) shall be maintained by the Jurisdictions for a period of five (5) years after project(s) closeout or termination of this Agreement. Such project(s) documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the project(s).

24. ELIGIBLE EXPENSES.
Jurisdictions shall expend funds only on eligible direct expenses as follows: operating costs, direct staff time (salary and benefits), material costs related to construction of improvements, consultants; right of way engineering and acquisition costs (including permitting), and competitively bid construction contracts. Indirect costs (as defined by OMB Circular A-87) will not be considered an eligible expense. Funds shall also be expended according to the applicable provisions of Measure U and of the Public Utilities Code Section 180000 et seq.

If during an audit or a semi-annual expenditure review it is determined that an ineligible expense(s) was made, the Jurisdictions will be required to transfer the amount of ineligible expense into the Special Revenue Fund from any source other than Measure U Funds.

NVTA-TA shall provide notice to Jurisdictions of any audit determination if any expenditure made by Jurisdiction(s) is found not to comply with this Agreement, the Expenditure Plan or Measure U promptly after NVTA-TA becomes aware of any such finding.

25. AUDITS AND REVIEWS
Jurisdictions shall cooperate with and allow NVTA-TA's financial auditor, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other financial or operational data and records regarding the Measure U projects, and to audit the books, records, and accounts of the Jurisdictions and its contractors for financial or operational compliance, if requested. Jurisdictions are subject to Accounting, Reporting and Auditing Guidelines (EXHIBIT G).

NVTA-TA reserves the right to request an informal review or formal financial, compliance, project or performance audit of other third-party contracts for any reason related to Measure U, the MOE methodology and calculation, or Equivalent Funds provisions. Copies of reviews or audits performed in fulfillment of such requirements will be provided from the NVTA-TA to the jurisdiction.

26. PROJECT REPORTING AND CLOSEOUT PROCEDURES.
Jurisdictions shall provide to NVTA-TA a Semi-Annual Update on Expenditures as outlined in Accounting, Reporting and Auditing Guidelines (EXHIBIT G).

27. INDEMNIFICATION.
To the fullest extent permitted by law, NVTA-TA and Jurisdictions shall each defend, indemnify and hold harmless each other as well as their respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement.

Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

28. INTEGRATION.
This Agreement represents the entire agreement of the Parties with respect to the subject matter thereof. No representations, warranties, inducements, or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

29. AMENDMENT.
Except as otherwise provided herein, this Agreement may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

30. INDEPENDENT AGENCY.
Agency performs the terms and conditions of this Agreement as an entity independent of NVTA-TA. None of Jurisdictions' agents or employees shall be agents or employees of NVTA-TA. No third parties have any rights or remedies under this Agreement.

31. ASSIGNMENT.
The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

32. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES.
This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of NVTA-TA or Jurisdictions, as may be the case. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

33. LEGAL EXPENSES.
Each party shall be solely responsible for and shall bear all of its own respective legal expenses in connection with any dispute arising out of this Agreement and the transactions hereby contemplated. Jurisdictions may not use Measure U funds, or other NVTA-TA or NVTA programmed funds, for the aforementioned purpose.

34. SEVERABILITY.
Should any part of this Agreement be declared unconstitutional, invalid, or beyond NVTA-TA of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the Parties.

35. ACCEPTANCE OF ALLOCATION.
Each Agency does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this Agreement are true and correct and does hereby accept NVTA-TA's allocations and agrees to all the terms and conditions of this Agreement. The Parties have executed this Agreement as of the date first written above, and it shall remain in effect until such time as no Measure U revenues remain available for expenditure, or until this Agreement is rescinded in accordance with this Agreement. For any disputes or difference in interpretation, the Ordinance shall supersede this Agreement and/or the Process and Procedures Manual.

36. FEDERAL AVIATION ADMINISTRATION REVENUE POLICY.
The Parties agree that Measure U sales tax collected on the sale of jet fuel at the Napa County Airport must be expended in compliance with Federal Aviation Administration's (FAA) Revenue Use Policy. The Parties responsibilities related to said compliance are set forth below:

The County's responsibilities:

- Allocate a portion of the Measure U funds as those funds are received by the County in an amount at least equivalent to the Measure U sales tax revenue on jet fuel at the Napa County Airport towards rehabilitation and maintenance of public roads that will meet the requirements of the FAA's Revenue Use Policy and Measure U.
- Report to NVTA-TA Measure U sales tax revenues generated on the sale of jet fuel at the Napa County Airport.

NVTA-TA's responsibilities:

- Submit reports to FAA when expressly requested by FAA in coordination with the NVTA Auditor on the use of Measure U funds in compliance with the FAA's Revenue Use Policy.

37. COMPLIANCE WITH TAX LAW REPORTING REQUIREMENTS

The Jurisdiction agrees to comply with all applicable state and federal tax laws, regulations, and reporting requirements, including but not limited to the timely filing of required tax forms, information returns, and disclosures. This includes compliance with Internal Revenue Service (IRS) reporting obligations, state tax reporting and disclosure requirements, federal tax reporting and disclosure requirements, and any other applicable governmental tax reporting standards. The Jurisdiction shall maintain accurate records and provide any documentation necessary to demonstrate such compliance upon request by the NVTA-TA. An Agency shall trace the proceeds and interest earnings on any Agency Bond proceeds received by it and comply with all tax covenants required by NVTA-TA or the Agency to ensure the interest on any tax-exempt bonds is excluded from gross income for federal and state income tax purposes.

38. EXHIBITS.

The following Exhibits are hereby referenced to provide guidance to the jurisdictions and Measure U Program Manual:

EXHIBIT A - Measure U Ordinance and Expenditure Plan

EXHIBIT B - Five-Year Project List Template

EXHIBIT C - Project List Adoption Resolution Template

EXHIBIT D - Progress Report Template

EXHIBIT E – Maintenance of Effort Certification Resolution Template

EXHIBIT F – Local Streets and Roads Funding Formula for FY26-FY30

EXHIBIT G – Accounting, Reporting, and Auditing Guidelines

EXHIBIT H – Equivalent Funds Certification Resolution Template

[This section left intentionally blank]

39. SIGNATURE PAGE- COUNTY OF NAPA

Napa Valley Transportation Authority – Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTA-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTA-TA Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTA-TA General Counsel

"JURISDICTION"

By: _____ Date: _____
Ryan Alsop, County Executive Officer

ATTEST:

By: _____ Date: _____
Name: _____County Clerk

APPROVED:

By: _____ Date: _____
Name: Thomas Zeleny, County of Napa Counsel

40. SIGNATURE PAGE- CITY OF NAPA

Napa Valley Transportation Authority – Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTA-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTA-TA Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTA-TA General Counsel

"JURISDICTION"

By: _____ Date: _____
Name: _____Mayor or City Manager

ATTEST:

By: _____ Date: _____
Name: _____City Clerk

APPROVED:

By: _____ Date: _____
Name: _____, Legal Counsel

41. SIGNATURE PAGE- CITY OF ST. HELENA

Napa Valley Transportation Authority – Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTA-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTA-TA Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTA-TA General Counsel

"JURISDICTION"

By: _____ Date: _____
Name: _____ Mayor or City Manager

ATTEST:

By: _____ Date: _____
Name: _____City Clerk

APPROVED:

By: _____ Date: _____
Name: Ethan Walsh, Legal Counsel

42. SIGNATURE PAGE- CITY OF AMERICAN CANYON

Napa Valley Transportation Authority – Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTA-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTA-TA Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTA-TA General Counsel

"JURISDICTION"

By: _____ Date: _____
Name: _____Mayor or City Manager

ATTEST:

By: _____ Date: _____
Name: _____City Clerk

APPROVED:

By: _____ Date: _____
Name: David Schwarz, Legal Counsel

43. SIGNATURE PAGE- TOWN OF YOUNTVILLE

Napa Valley Transportation Authority – Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTA-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTA-TA Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTA-TA General Counsel

"JURISDICTION"

By: _____ Date: _____
Name: _____Mayor or Town Manager

ATTEST:

By: _____ Date: _____
Name: _____Town Clerk

APPROVED:

By: _____ Date: _____
Name: _____, Legal Counsel

44. SIGNATURE PAGE- CITY OF CALISTOGA

Napa Valley Transportation Authority – Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTA-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTA-TA Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTA-TA General Counsel

CITY OF CALISTOGA

By: _____ Date: _____
Name: Laura Snideman, City Manager

ATTEST:

By: _____ Date: _____
Name: Yudiana Galvan, City Clerk

APPROVED:

By: _____ Date: _____
Name: Michelle M. Kenyon, Legal Counsel

45. SIGNATURE PAGE- Napa Valley Transportation Authority

Napa Valley Transportation Authority- Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTA-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTA-TA Board Secretary

APPROVED:

By: _____ Date: _____
Osman Mufti, NVTA-TA General Counsel

Napa Valley Transportation Authority (NVTA)

By: _____ Date: _____
Name: Danielle Schmitz, NVTA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTA Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTA General Counsel

TITLE

2025 Newell Open Space Management Plan

RECOMMENDATION

Adopt a Resolution approving the 2025 Newell Open Space Management Plan.

CONTACT

Alexandra Ikeda, Deputy City Manager

BACKGROUND & ANALYSIS

Executive Summary

The 2025 Newell Management Plan (NMP) (Attachment 1, Exhibit A) includes the Council-requested changes from its June 17, 2025 meeting. Specifically, Council requested "5 mph passing speed limit" be replaced with the following "use caution and reduce speed while passing" (NMP Rule 6). Additional photographs be incorporated to enhance clarity and identification within the plan.

Background

In December 1999, Jack and Bernice Newell donated a 640-acre property to the City of American Canyon. The donation was intended to permanently preserve the land as open space for the benefit of the American Canyon community and the broader region, while also protecting valuable agricultural and natural resources. The Land Trust of Napa County (Land Trust) holds the Deed of Conservation Easement (CE) (Attachment 2) over the property, now known as the Newell Open Space Preserve.

The first Newell Open Space Management Plan (2001 Plan) (Attachment 3) was adopted by the City Council on November 15, 2001. At that time, the property did not have public access, and the plan was developed primarily as a visionary document intended to shape the property's future use for public recreation and open space preservation.

In 2015, the City of American Canyon, with the help of many community members, successfully obtained public access to the Newell Open Space Preserve. However, the original 2001 Plan was not updated to reflect this significant milestone or to provide clear, actionable guidance for managing public use and maintaining the property in alignment with long-term conservation goals.

On December 20, 2022, the Council formed the Open Space, Active Transportation, and Sustainability (OSATS) Commission. Since 2023, updating the Newell Open Space Management Plan has been a key task in the Commission's annual Work Plan. As part of this effort, City staff and the City Manager met with the Land Trust to:

- Deepen understanding of the City's relationship with the Land Trust;
- Clarify the relationship between the Management Plan and the Conservation Easement;
- Evaluate current uses of the property compared to the original vision outlined in the 2001 Plan;
- Understand the Land Trust's expectations for property management and operations; and
- Confirm and communicate to the public the intended purpose and conservation value of the property.

In early 2023, the City also finalized a long-term Grazing License Agreement with the Azevedo family, who have been grazing cattle on the upper portion of the property for more than 50 years. Cattle grazing serves as a natural form of vegetation management, promotes ecological diversity, and supports the conservation values of the property. While the Grazing License itself is not included within the scope of the management plan update, its formalization represents an important management milestone, as no prior agreement with the Azevedo Livestock Company existed before 2023.

On September 6, 2023, the OSATS Commission acknowledged that the 2001 Plan was a valuable document. However, the Commission also recognized that it lacked critical guidance for operating and maintaining an agricultural open space property that includes active, year-round cattle grazing alongside public access for passive recreational use. Additionally, the 2001 Plan included several visionary concepts, such as an activated and restored barn, an overnight camping facility, a 50-car parking lot within the property with a bridge, utilities, and a carriage house. These elements, while aspirational at the time, did not align with the Conservation Easement's restrictions or the intended purpose of the property as protected open space. To date, only a small portion of the original plan, primarily the established public access, has been implemented. The more intensive construction and enterprise-oriented features proposed in the 2001 Plan are incompatible with the long-term conservation goals and allowable uses defined in the CE.

At the October 4, 2023, OSATS Commission meeting, the Commission memorialized the public access efforts that were achieved from 2015 to present day. This "baseline" document outlined the City's and the Land Trust's efforts in solidifying public access over the years within Newell Open Space Preserve and is consistent with the CE. At the February 7th, 2024 OSATS Commission meeting, the Commission reviewed and provided input on the draft Newell Open Space Standard Operating and Maintenance Procedures. Together, the baseline document and the Operating and Maintenance Procedures served as foundational resources for developing the NMP.

On July 15, 2024, the City formally requested approval from the Land Trust to permit the

recreational use of Class 1 electric bicycles (e-bikes) in Newell Open Space Preserve. On August 1, 2024, the Land Trust responded, confirming that recreational biking on the property is *"conditionally consistent with the intent and terms of the Conservation Easement."* They noted no significant difference between traditional pedal mountain bikes and Class 1 e-bikes. To comply with paragraph 4.7 of the CE, the City committed to implementing management, maintenance, and operational standards to support this use. This included updating bicycle rules, establishing trail maintenance practices, and reinforcing passive recreational guidelines across the property.

Subsequently, on October 2, 2024, the OSATS Commission reviewed and provided comments on the draft Newell Open Space Trail Standards, which formally defined the property's trail system as Class 2 Multi-Use, accommodating cyclists, equestrians, and pedestrians. The Trail Standards incorporated the updated bicyclist rules to accommodate the newly approved use of e-bikes within the property. At the same meeting, the Commission also reviewed and commented on the first draft of the NMP. Both the Trail Standards and the first draft were shared with the Land Trust in advance; their feedback and comments were part of the Commission's review.

Based on the Land Trust's recommendation to update the biological survey for mammals, amphibians, and birds, due to the surrounding development and the age of the previous survey, which was completed over 20 years ago, City staff engaged WRA Environmental Consultants. WRA, the same firm currently drafting the Jaeger Property Management Plan, was contracted to complete the updated biological survey and assist in drafting the NMP. The survey was completed in January 2025 and has been incorporated into the update. The OSATS Commission has reviewed and commented on the final draft two additional times: March 5 and May 7th, 2025.

On June 17, 2025, staff brought forward the proposed NMP for Council adoption. At that time, Council chose not to adopt the NMP and instead directed staff to make revisions. Specifically, Council requested that Rule Number 6 be revised to to remove the 5 mph passing speed limit and instead include language such as 'use caution and reduce speed while passing'. Council also requested that additional photographs be incorporated to enhance clarity and identification within the plan. Since then, staff have worked with the Land Trust to update Rule Number 6 and have added photos. The Land Trust has reviewed the NMP and confirmed that it is consistent with the CE and its intended public recreational use.

The development of the NMP reflects a comprehensive, multi-year, collaborative effort between City staff, the Commission, the Land Trust, environmental consultants, and the broader community. The updated plan provides clear, actionable guidance for managing public access, preserving natural resources, and maintaining agricultural operations, while ensuring ongoing alignment with the CE. It is intended to serve as a living document that will guide staff in the responsible management and operation of the property and help educate the community on the property's purpose, use, and long-term stewardship. Both the OSATS Commission and the Land Trust recommend that the Council adopt the NMP.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The cost for preparation of the 2025 Newell Management Plan is included in the FY 25/26 Budget.

ENVIRONMENTAL REVIEW

15378(b) - The action is not a "Project" subject to the California Environmental Quality Act ("CEQA") because it does not qualify as a "Project" under Public Resources Code Sections 21065 and 21080 and in Section 15378(b) of Title 14 of the California Code of Regulations.

COMMUNICATION

Level 3: Broad Communication

Information about rules and etiquette in the Newell Open Space will be transmitted broadly through social media channels. Additionally, physical signage at the Newell Open Space will reflect the rules and etiquette.

ATTACHMENTS:

1. Resolution - Newell Open Space Management Plan
2. Deed of Conservation Easement
3. 2001 Newell Management Plan

RESOLUTION NO. 2025 -

A RESOLUTION APPROVING THE 2025 NEWELL OPEN SPACE MANAGEMENT PLAN.

WHEREAS, American Canyon has consistently supported the preservation and enhancement of open space as an integral part of its Mission, Vision, and Values; and

WHEREAS, in 1999, Jack and Bernice Newell donated a 640-acre property to the City of American Canyon, intended to permanently preserve the land as open space for the benefit of the American Canyon community and the broader region, while also protecting the valuable agricultural and natural resources, now known as Newell Open Space Preserve; and

WHEREAS, the Land Trust of Napa County holds the Deed of Conservation Easement over the property; and

WHEREAS, on November 15, 2001, the City Council adopted the first Newell Open Management Plan to help guide the future of the property, including exploring opportunities for public recreational use and access; and

WHEREAS, in 2015, with the help of many community members, obtained public access to Newell Open Space Preserve; and

WHEREAS, in 2022, the Council formalized the Open Space Advisory Committee into the Open Space, Active Transportation, and Sustainability (OSATS) Commission; and

WHEREAS, since 2023, the OSATS Commission, as part of its annual Work Plan, has been working to update the Newell Open Space Management Plan to reflect modern-day recreational uses and ensure compatibility and alignment with the Conservation Easement, and have formal documentation of how the City will maintain and manage the property while supporting long-term preservation goals; and

WHEREAS, the City recognizes the importance of protecting and restoring sensitive habitats, supporting biodiversity, and enhancing the ecological health of Newell Open Space Preserve; and

WHEREAS, the City is committed to being responsible stewards of its natural resources by implementing sustainable land management practices that balance conservation with appropriate public access and passive recreation; and

WHEREAS, the City values the opportunity to connect people with nature, promote environmental education, and provide outdoor experiences that foster appreciation and care for the natural environment; and

WHEREAS, the 2025 Newell Open Space Management Plan, attached hereto and incorporated herein as Exhibit A, has been prepared as a living document intended to guide the long-term maintenance, enhancement, and public enjoyment of the Newell Open Space Preserve, while adapting to changing needs and priorities over time; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby approves and adopts the 2025 Newell Open Space Management Plan, attached hereto and incorporated herein as Exhibit A, memorializing its role as a living document and guiding framework for stewardship and sustainable management of the Newell Open Space Preserve.

PASSED, APPROVED, and **ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 2nd day of September 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Pierre Washington, Mayor

ATTEST:

_____
Taresa Geilfuss, City Clerk

_____
Teresa L. Highsmith, City Attorney

EXHIBIT A

2025 NEWELL OPEN SPACE PRESERVE
Management Plan

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- 1.2 Type of Property

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- 2.2 Land Ownership and Use
  - 2.2.1 City of American Canyon
  - 2.2.2 Land Trust of Napa County Deed of Conservation Easement
  - 2.2.3 PG&E Electrical Easement
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- 5.3 Soils
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  - 7.4.1 Wet Weather

7.4.2 Red Flag Warning
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Appendices

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B. Vascular plants occurring at Newell Canyon Open Space
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1.0 Newell Open Space Preserve

In December 1999, Jack and Bernice Newell donated 640 acres to the City of American Canyon (the City), dedicated as public open space for the American Canyon community and region to enjoy forever, and to protect valuable agricultural and natural resources. Newell Open Space Preserve (Preserve) shares a border with Lynch Canyon Open Space, where the Azevedo Livestock Company and Ranch graze both properties. The Land Trust of Napa County (Land Trust) holds a Conservation Easement, also donated in 1999 by the Newells to the Land Trust. In 2015, the American Canyon community obtained public access for passive recreational use under the Conservation Easement.

1.1 Property Map

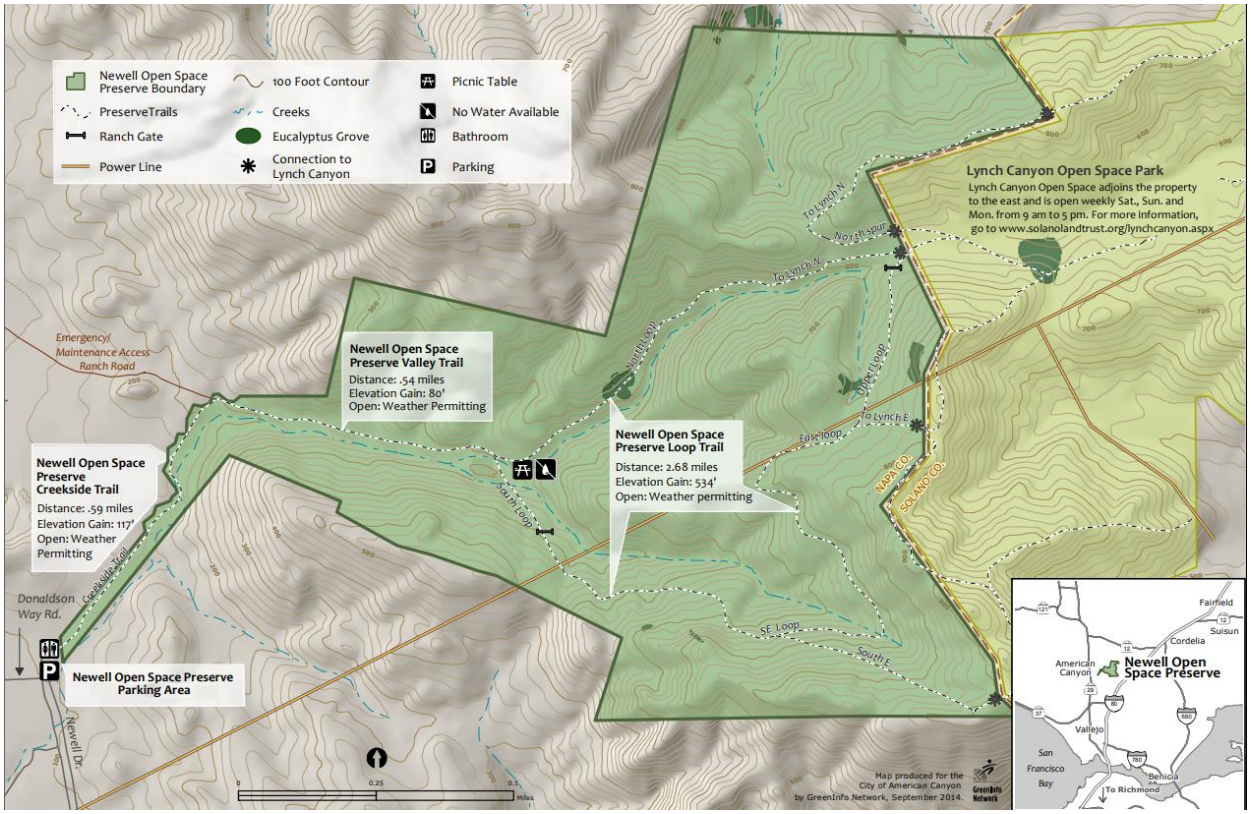

Figure 1

1.2 Type of Property

The Preserve is a scenic agricultural property where open and year-round cattle grazing occurs under a license with the neighboring Azevedo and Lynch Canyon properties. Open to the public for passive recreational use, the Preserve is carefully maintained in its natural state to protect its diverse habitats, wildlife, ecosystems, and biodiversity. Special care is taken to minimize environmental impacts on sensitive resources, including riparian habitats and native plant and animal species, some of which are special-status. This unique and cherished landscape offers the community a serene space to connect with nature and experience the beauty of a natural environment.

2.0 Overarching Management Plan

In November 2001, the City, in partnership with the Land Trust, adopted the original Newell Open Space Management Plan. The 2001 Plan served as a valuable and instrumental tool at the time; however, it was created before public access to the property was permitted, which was later achieved in 2015. The 2025 Plan will guide the City to continue supporting the active and passive management of the property, ensuring it aligns with the Conservation Easement, which are designed to preserve the overall functions and values of the property. The 2025 Plan supersedes the 2001 Plan.

2.1 Purpose of the Plan

The purpose of this long-term management plan is to ensure the City of American Canyon manages, monitors, and maintains the property in perpetuity in a manner consistent with the terms and conditions of the Conservation Easement. The Plan serves to conserve natural resources, balance land use between recreational opportunities and conservation goals, and ensure sustainable public access that does not negatively impact the environment. It includes maintenance and management practices, protects cultural and historical resources, and guides the long-term stewardship of the property to maintain its value and accessibility for future generations.

2.2 Land Ownership and Use

2.2.1 The City of American Canyon

The City of American Canyon owns, operates, and manages the Property for agricultural and public recreation use, adhering to the guidelines and conservation values of the Deed of Conservation Easement held by the Land Trust.

2.2.2 Land Trust of Napa County Deed of Conservation Easement

The City of American Canyon holds the Fee Title to the property, while the Conservation Easement is held by the Land Trust (Appendix A) over the entire property. The Easement grants the Land Trust the right to enter and monitor the property to ensure compliance with the protection of the conservation values. The values include natural, scenic, open space, historical, agricultural, educational, and recreational aspects that are of great importance to the city, the people of Napa County, and the people of the State of California. The Land Trust may restrict and prohibit the use of the property at any time if such use conflicts with the Conservation Easement.

2.2.3 PG&E Electrical Easement

PG&E has a major electrical transmission line and easement that bisects the site, highlighted in blue, as well as a 25-foot-wide road easement on the property, highlighted in yellow. A portion of the road easements serves as the main trail of the property. See figure 2 for PG&E Electrical Easement details.

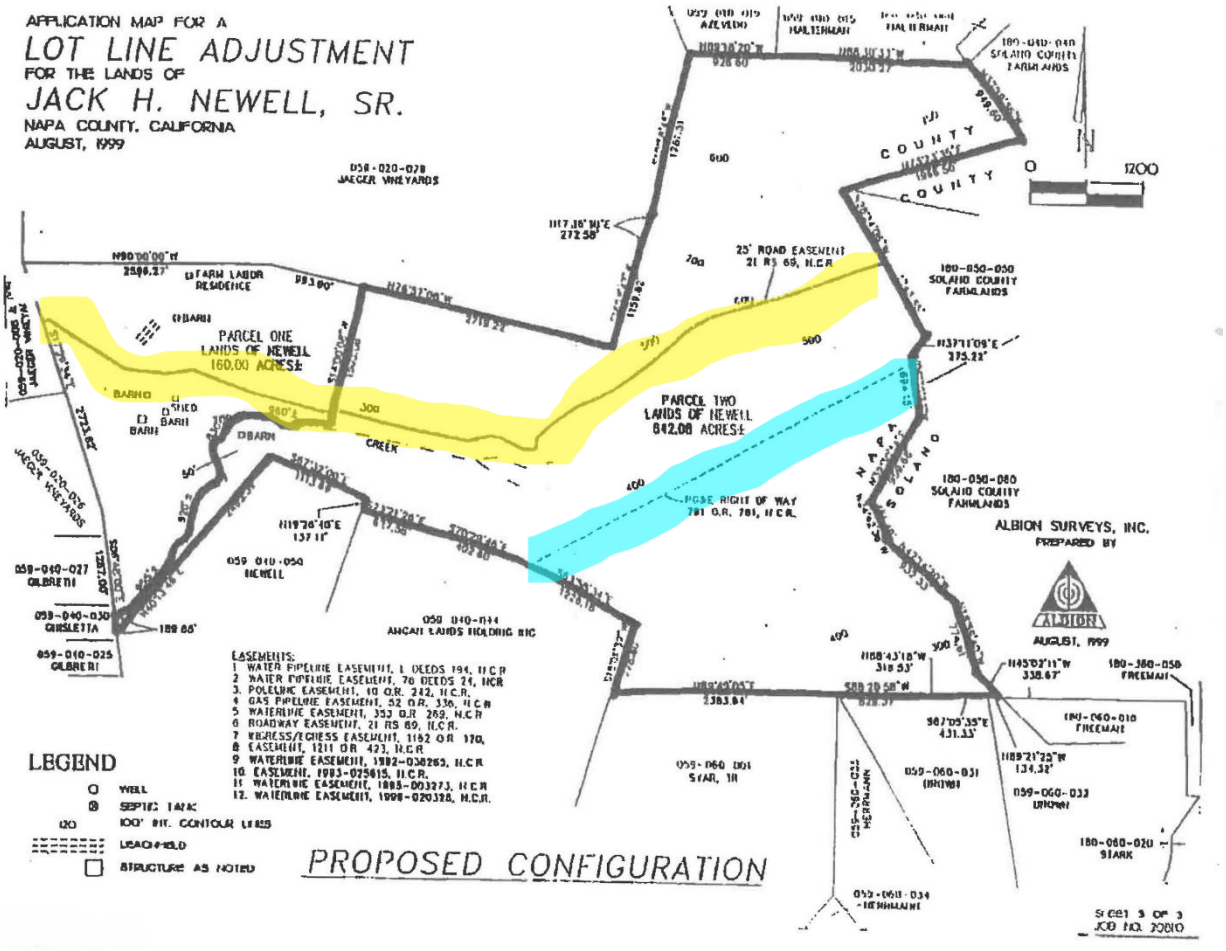

Figure 2

2.2.4 California Red-Legged Frog Mitigation Area

When the property was deeded to the City, Jack and Bernice Newell designated a portion of the land as habitat mitigation area for the federal listed (endangered) California red-legged frog (CRLF; *Rana draytonii*). Two nearby proposed residential development projects, Creekside Homes by Young California Homes L.P. and Village Green Homes by Hoffman Land Development Company, were set to impact the existing CRLF habitat. The developers proposed constructing mitigation habitat on the Newell property through an arrangement with Jack and Bernice Newell.

The U.S. Fish and Wildlife Service (USFWS), responsible for protecting the frog, determined the extent of the potential impact and necessary mitigation area and conditions, as part of the overall permit for work in federal wetland areas issued by the U.S. Army Corps of Engineers (USACE). On September 15, 2000, USFWS informed the development companies that 1.96 and 2.22 acres of respective habitat mitigation areas, or 4.14 acres total, would be required on the Newell property to mitigate for the impact to CRLF habitat on the development sites.

At a meeting on November 16, 2000, with representatives from the City, the Land Trust, and USFWS, the developers presented preliminary plans for creating shallow seasonal wetland ponds in the frog mitigation area along the existing creek. While the initial plan did not fully meet the direct habitat area requirements set by USFWS, it appeared feasible. A more significant issue was the USFWS requirements for a buffer zone – a 600-foot-wide by 3,000-foot-long area centered on the mitigation site. USFWS required this buffer zone to be fenced, within which land use or disturbance was prohibited. Due to the buffer

zone requirement and the proposed mitigation plans being less than the original required acreage, both developers paid mitigation fees in addition to the on-site mitigation to meet the CRLF requirements set forth by USFWS.

The Village Green subdivision constructed nine seasonal wetland ponds under USACE permit File Number 25055N. Five were constructed along the creek east of the barn, and 4 were constructed up on the ridge near the property boundary with Lynch Canyon. In October 2007, the five-year monitoring report showed there were 1.74 acres created, more than the required 1.11 acres originally required with the permit. The mitigation area is outlined in figure 3.

Figure 3

The Creekside subdivision created five seasonal wetland ponds in the panhandle portion of the property under USACE permit File Number 21819N. These ponds did not meet the buffer zone requirement for USFWS and were constructed for Wetland-loss mitigation only. The development paid into a mitigation fund for the loss of CRLF habitat. In August 2006, the five-year monitoring report showed there were 0.86 acres created, less than the 0.98 acres originally required with the permit. The report indicated that

remedial actions be completed to meet the regulatory requirements, however, there is no record of this being completed. The mitigation area is outlined in figure 4.

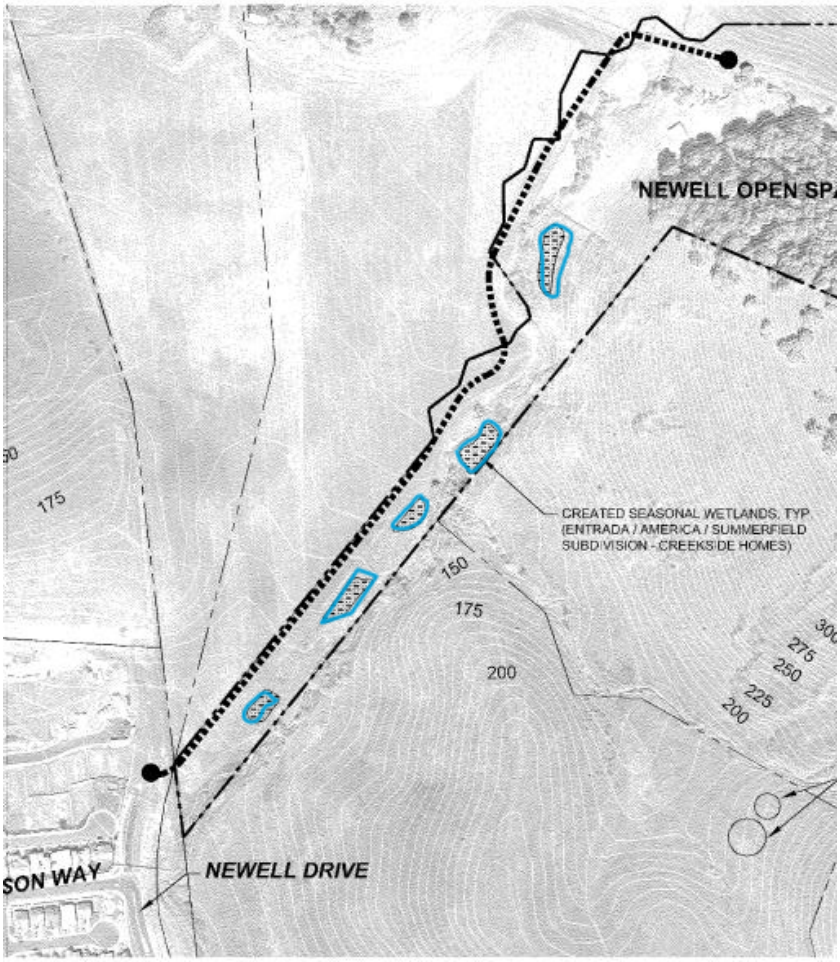

Figure 4

In July 2012, the City had a Biological Resource assessment for the CRLF as part of a study for allowing public access to the property. The biologist did not observe any presence of the species on the property but noted that Newell Creek may be used by wandering CRLF individuals. They also indicated that most of the created wetlands likely do not meet the criteria to be considered jurisdictional wetlands and do not meet the buffer zone requirements for CRLF mitigation. During a review of the site by WRA, Inc. (WRA) in January 2025, the five created seasonal wetlands were assessed as unlikely to provide aquatic habitat (including non-breeding aquatic habitat) for CRLF under typical circumstances; see additional comments below.

The conservation easement section 4.12 allowed Jack and Bernice Newell to retain mitigation rights only for these two developments if the work was completed before January 1st, 2005. The mitigation areas were described in Exhibit B of the Conservation Easement, and this area could be expanded with Land Trust approval. The land currently is recognized as a Wetlands Mitigation area and will need to remain as converted Wetlands.

2.25 Land Use Designations and Jurisdictions

The property is designated as "Agricultural, Watershed, and Open Space" in the Land Use Element of the Napa County General Plan and falls within the City of American Canyon's Sphere of Influence, as

indicated in the City's General Plan Land Use Map. It is also within the urban limit line and designated as Agriculture. Although the property is outside the city limits, the City owns it and may use and improve the property, subject to the conditions of the Conservation Easement, without having to obtain permits or approval from Napa County.

The Azevedo family, early settlers to the region, have been cattle grazing on the property and the adjacent Lynch Canyon Open Space in Solano County for the last 50 years. They currently hold a Grazing License with the City and pay an annual grazing fee to graze the upper portion of the property. The terms and conditions of the Azevedo's Grazing License are not part of this document.

3.0 Vegetation and Wildlife

The Preserve is a haven for a diverse range of flora and fauna, thanks to its unique geographical location between the Coast Range and Central Valley. This positioning creates a blended mosaic of interior and coastal vegetation, enhancing the Preserve's ecological richness. The landscape is primarily non-native annual grasslands, a result of historical wheat farming and long-term cattle grazing, interspersed with pockets of mixed hardwood forests, comprised mainly of Coast live oak (*Quercus agrifolia*), California bay laurel (*Umbellularia californica*), madrone (*Arbutus menziesii*), and two planted eucalyptus (*Eucalyptus* spp.) groves.

Water, a crucial element for wildlife, is abundant in the Preserve. Creeks, springs, and seeps provide vital hydration, breeding grounds, and habitat for various species. Water flows through the creeks for much of the year, while hillside springs and seeps often feature saturated soils and standing water, further supporting the Preserve's diverse ecosystem.

Botanical surveys conducted in 1988 for the proposed American Canyon Landfill Replacement Plan identified six distinct plant communities on the property. Further surveys in the spring 2001 reiterated these community descriptions and updated the inventory of plant species across the entire area. A comprehensive list of vascular plant species observed during 1988, 2001and updated by WRA in 2025 is available in Appendix B. WRA performed a field review of the Preserve on January 17, 2025. This review focused on the potential for special-status wildlife to occur within the site, including in the context of recent residential development nearby. [1] A list of common, potential and observed wildlife species can be found in Appendix C. A detailed description of observed bird nesting sites, along with an updated list of observed bird species, is available through the Audubon Society.

3.1 Non-Native Grassland

The site's soil's physical characteristics and local weather patterns have created a landscape predominantly covered by grassland, which accounts for over 80% of the Preserve. These areas are dominated by non-native, annual grasses that are abundant in the region. Historically, this was likely a native grassland community dominated by species such as purple needlegrass (*Stipa pulchra*), California oat grass (*Danthonia californica*), creeping rye (*Elymus triticoides*), and blue-eyed grass (*Sisyrinchium bellum*). The clay soil (Fagan Clay Loam), known for its slow area permeability and high plasticity, hinders the growth of trees and shrubs. This soil type remains saturated from fall through mid-spring, only to crack during the summer drought, making it difficult for most woody species to establish roots.

[1] The following designations included herein were considered special-status by WRA: Federal (Endangered Species Act) Threatened (FT), Federal Proposed for listing (FP), State (California Endangered Species Act) Threatened (ST), State Candidate for listing (SC), State Species of Special Concern (SSC), State Fully Protected Species (SFP), and Bald and Golden Eagle Protection Act species (BGEPA). Note that such designations shift over time; some species that were considered special-status at the time this Plan was originally drafted may no longer hold this designation.

Before Spanish colonization in the 1830s, the area may have supported scattered trees and small groves along seasonal drainages. Native American grinding stones on the adjoining Lynch Canyon property, located far from any oak trees, hints at more extensive woodlands in the past. Regular burning by Native Americans could have suppressed the recruitment of young trees and shrubs, and the introduction of perennial cattle grazing, which continues today, may have exacerbated this effect. As aging trees died without being replaced by younger ones, grazing gave a competitive advantage to non-native grasses and forbs, which now dominate the site.

Early in the spring season, the grassland is dominated by common non-native species such as wild oats (*Avena spp.*), ripgut brome (*Bromus diandrus*), winter vetch (*Vicia villosa*), and redstem filaree (*Erodium cicutarium*). As spring progresses, yellow and purple star thistle (*Centaurea solstitialis* and *C. calcitrapa*) – aggressive invasive species from the Mediterranean region - take over. These invasive thistles are particularly problematic, with star thistle becoming unpalatable to cattle once its spiny flowerheads form in mid-May. Another California Invasive Plant Council (Cal-IPC) rated moderately invasive species, cardoon or artichoke thistle (*Cynara cardunculus*) poses a significant threat to native vegetation if left uncontrolled. Other invasive exotics, including wild anise (*Foeniculum vulgare; Cal-IPC Moderate*), teasel (*Dipsacus sylvestris*; *Cal-IPC Moderate*), and horehound (*Marrubium vulgare*; *Cal-IPC Limited*), are also present in localized populations.

Common non-native plant species found on the property include Italian thistle (*Carduus pycnocephalus; Cal-IPC Moderate*), milk thistle (*Silybum marianum; Cal-IPC Limited*), cut leaf geranium (*Geranium dissectum; Cal-IPC Limited*), wild barley (*Hordeum spontaneum*), and soft brome (*Bromus hordeaceus*). Native forb species have been largely displaced, with only a few, such as erect evax (*Hesperevax sparsiflora*), succulent lupine (*Lupinus succulentus*), and common fiddleneck (*Amsinckia intermedia)*, maintaining a strong foothold. Historically, this community may have supported the federal listed endangered Indian clover (*Trifolium ammonium*), which was collected near Napa Junction (American Canyon) in 1891. This species preferred the rich grassy swales that exist in the lower, flat areas near the mouth of the canyon.

These grasslands support an array of avian species, including western meadowlark (*Sturnella neglecta*), say's phoebe (*Sayornis saya*), horned lark (*Eremophila alpestris*), and killdeer (*Charadrius vociferus*). The

special-status raptors white-tailed kite (*Elanus leucurus*; SFP), northern harrier (*Circus hudsonius*, SSC), and golden eagle (*Aquila chrysaetos*; BGEPA, SFP) utilize this habitat for foraging, hunting small mammals and other prey; all three species were observed on-site by WRA in January 2025. The state listed Swainson's hawk (*Buteo swainsoni*; ST) may also be present during the spring and summer (see additional comments on nesting below). Two special-status passerines may nest in on-site grasslands, Bryant's savannah sparrow (*Passerculus sandwichensis alaudinus*; SSC) and grasshopper sparrow (*Ammodramus savannarum*; SSC). The state listed tricolored blackbird (*Agelaius tricolor*; ST, SSC) may forage in the Preserve's grasslands, especially during the non-breeding season (winter). Burrowing owls (*Athene cunicularia*; SSC, SC) may also use on-site grasslands, sheltering in ground squirrel burrows or similar refugia at lower elevations (nesting by this species is unlikely overall).

Several common mammal species also inhabit these grasslands, including coyote (*Canis latrans*) and black-tailed (mule) deer (*Odocoileus hemionus columbianus*), as well as smaller species such as California ground squirrel (*Otospermophilus beecheyi*), black-tailed jackrabbit (*Lepus californicus*), Botta's pocket gopher (*Thomomys bottae*), and western harvest mouse (*Reithrodontomys megalotis*). The open grasslands provide excellent habitat for common reptiles like the gopher snake (*Pituophis catenifer*), western terrestrial garter snake (*Thamnophis elegans*), and western rattlesnake (*Crotalus oreganus*). The grasslands also have the potential to support overland movement by CRLF, which is known to travel up to 1 mile or more, during both dispersals to/from breeding sites and when seasonal aquatic habitat dries down; this species is known from lands adjacent to the Preserve, including documented breeding sites. Overland movement by CRLF is most likely to occur during or after rain events when conditions are moist.

3.2 Central Coast Riparian Forest (Coast Live Oak Series)

Central Coast riparian forests thrive along and adjacent to the stream banks, supported by perennial water availability. It is nearly continuous along the southern branch of Newell Creek but becomes fragmented along the norther branch and in the southwest part of the Preserve. Spanning approximately 14.5 acres, the community is dominated by Arroyo willow (*Salix lasiolepis*) and shining willow (*S. lasialandra*) along the south branch, with California bay and coast live oak being common, particularly in the upper reach. Here, the canopy reaches 100%, with trees spanning between 50 to 75 feet tall. The

understory is sparse or absent due to the inhibitory properties of bay tree litter, a condition worsened by cattle grazing and trampling.

Where the riparian community meets the Coast Live Oak Forest (middle reach), willows form an outer band, blending the live oak and bay elements into the adjacent forest canopy. In the lower reach, the distinction becomes clearer, with shining and Arroyo willow dominating. The understory, along with gaps in the canopy, hosts thickets of California blackberry (*Rubus ursinus*), poison oak (*Toxicodendron diversilobum)*, Santa Barbara sedge (*Carex barbarae)*, and creeping rye. Other common species include Common Snowberry (*Symphoricarpos albus),* California rose (Rosa californica), Douglas's mugwort (*Artemisia douglasiana)*, California figwort (*Scrophularia californica)*, and hoary nettle (*Urtica dioica ssp. holosericea)*. The adjacent grasslands along the lower reach remain saturated under normal winter conditions and have been heavily invaded by teasel. Notably, Victor's gooseberry (*Ribes victoris*), a special status species with a California Native Plant Society (CNPS) Rare Plant Rank (CRPR) of 4.3 and afforded some protection under CEQA, is found in the upper reach of this community, represented by eight individuals in three locations.

Given the presence of water, typically lush cover of shrubs and trees, and ecotones (transitional areas between two vegetation communities), riparian woodlands and forests are well known to provide important habitat for wildlife. Many locally common bird species use riparian areas for nesting, including California quail (*Callipepla californica*), Nuttall's woodpecker (*Picoides nuttallii*), black phoebe (*Sayornis nigricans*), spotted towhee (*Pipilo maculatus*), California towhee (*Melozone crissalis*), California scrub jay (*Aphelocoma californica*), and song sparrow (*Melospiza melodia*). Other birds frequent riparian zones during the winter period including golden-crowned and white-crowned sparrows (*Zonotrichia atricapilla* and *Z. leucophrys* respectively) and yellow-rumpled warbler (*Setophaga coronata*). Long-eared owls (*Asio otus*; SSC), a cryptic and locally rare species, have been observed wintering in the Preserve's riparian groves. These discrete and often isolated strands of woodland vegetation are also important for many species during spring and fall migrations, providing temporary (stopover) habitat and foraging resources.

Special-status birds that may use the Preserve's riparian trees for nesting include white-tailed kite, loggerhead shrike (*Lanius ludovicianus*; SSC) and State listed Swainson's hawk. The local breeding population of the latter species appears to be growing, and nesting within or adjacent to the Preserve may occur in the future, mostly likely in low-elevation "bottomland" settings. There is also the potential for two special-status, riparian-affiliated passerine birds to nest within the Preserve's riparian vegetation: yellow warbler (*Setophaga petechia*; SSC) and yellow-breasted chat (*Icteria virens*; SSC). Breeding by both species is locally uncommon. Yellow warblers have been observed within the Preserve during migratory periods; on-site nesting by both species is more likely if riparian woodland is allowed to increase in extent and vegetative density.

The riparian belts also provide habitat for common mammals including coyote, raccoon (*Procyon lotor*), striped skunk (*Mephitis mephitis*), long-tailed weasel (*Mustela frenata*), and ornate shrew (*Sorex ornatus*). Larger/older riparian trees with developed cavities and hollows (e.g., oaks) may support roosting by a variety of bats, including the special-status pallid bat (*Antrozous pallidus*; SSC) and fringed myotis (*Myotis thysanodes*; SSC). Relatively undisturbed cavities with sufficient internal thermal conditions may host bat maternity roosting (rearing of bat young by breeding females). Resident reptiles and amphibians may include gopher snake, garter snakes, ring-necked snake (*Diadophis punctatus*), southern alligator lizard (*Elgaria multicarinata*), western skink (*Plestiodon skiltonianus*), Pacific treefrog (*Pseudacris regilla*), and California slender salamander (*Batrachoseps attenuates*). The special-status northwestern (western) pond turtle (*Actinemys marmorata*; SSC, FP) has the potential to be present in Newell Creek, most likely seasonally in the lower reaches where the gradient is low and inundation/flow is most extensive; as observed by WRA in January 2025, in-stream elevational shifts (e.g., plunge pools) and the frequent incision of the channel would limit in-stream movement by turtles in areas above the lowest reaches.

Additionally, portions of Newell Creek are designated as habitat mitigation for CRLF. Riparian belts may be used by this species as non-breeding aquatic habitat (stream waters) and for terrestrial shelter including potential summer aestivation in moist refugia (riparian substrate and understory) if conditions encourage such.

3.3 Coast Live Oak Forest (Coast Live Oak Series)

On one north-facing slope within the Preserve, conditions favor a forest dominated by coast live oak. The soil here, coarser than that in the surrounding grassland (Millsholm loam, moderate permeability), and reduced sun exposure help retain moisture longer, extending the growing season. This community spans approximately 40-45 acres on steep to moderate slopes. Tree cover exceeds 75%, with several openings, particularly near the edges. Other trees within the forest include California Bay (35%), madrone (5-10%), and California black oak (*Quercus kelloggii;* 1%). The brushy understory is rich with species such as poison oak, Torrey's melicgrass (*Melica torreyana)*, and California woodfern (*Dryopteris arguta)*. This is one of the most diverse communities in the Preserve, hosting 78 of the 225 plant species identified on site.

The dense cover provided by trees and shrubbery in the forest and associated foraging resources provide habitat for many wildlife species. A wide variety of common birds use such forest stands year-round, including Cooper's hawk (*Astur cooperii*), great horned owl (*Bubo virginianus*), western screech-owl (*Megascops kennicottii*), multiple woodpecker species, and forest-affiliated passerines including Pacific-slope flycatcher (*Empidonax difficilis*), chestnut-backed chickadee (*Poecile rufescens*), Steller's jay (*Cyanocitta stelleri*), varied thrush (*Ixoreus naevius*; wintering), and many others. A special-status passerine with potential to nest in the forest stand is olive-sided flycatcher (*Contopus cooperi;* SSC), which favors forest stands wherein the largest trees feature elevated perches and snags near forest edges.

Various mammals are known to or presumably use the oak forest. As described for riparian habitat above, trees with developed cavities/hollows and areas of exfoliating bark may support roosting (including maternity roosting) by several bat species such as big brown bat (*Lasiurus cinereus*) and hoary bat (*Lasiurus cinereus*; foliage-roosting), in addition to the special-status species referenced above. Along with black-tailed deer, common terrestrial mammals including bobcat (*Lynx rufus*), gray fox (*Urocyon cinereoargenteus*), dusky-footed woodrat (*Neotoma fuscipes*), and California deermouse (*Peromyscus californicus*) likely inhabit this area. Resident reptiles and amphibians may include sharp-tailed snake

(*Contia tenuis*), rough-skilled newt (*Taricha granulosa*), ensatina (salamander) (*Ensatina eschscholtzii*), and Pacific treefrog.

Note that mountain lion (*Puma concolor*) likely occurs within the Preserve, at least periodically. There is an on-site record in iNaturalist (2025) which consists of the observation of scat (feces); for the purposes herein, this is considered not fully validated.[2] Coast live oak forest and other land covers within the Preserve provide suitable habitat for this large, wide-ranging species, particularly riparian areas with dense vegetation (for cover). See discussion on broader-scale wildlife movement in section 3.7.

3.4 Coastal Prairie (Idaho Fescue Series)

This community exhibits characteristics of both interior and coastal grassland ecosystems. The regular influence of coastal fog during the summer months and the presence of Idaho Fescue (*Festuca idahoensis*) and California oat grass (*Danthonia californica*) suggest it is a variant of the Coastal Prairie community. This area is a remnant of the vegetation community that likely once dominated the property but is now limited to the steeper slopes near the eastern and southern boundaries, roughly aligning with the Kreyenhagen Formation footprint described in the 1988 Landfill report.

Common species here include purple needlegrass, blue eye grass, California buttercup, Indian soap plant (*Chlorogalum pomeridianum)*, and wild oats. The ridge line features a discontinuous strand of sandstone outcrops that supports coastal scrub elements. Picturesque, wind-sculpted coast live oak, and California bay trees crown the ridge top. The Domengine Sandstone rocks support a unique assemblage of shrubs and perennials, including hairy golden aster (*Heterotheca villosa*), California mahonia (*Berberis pinnata)*, rock-loving daisy (*Erigeron petrophilus var. petrophilus*), California Indian pink (*Silene lacinata spp. californica*), and California Acaena (*Acaena californica*). Additionally, this community includes nine patches of California balsamroot (*Balsamorhiza macrolepis*), a rare and endangered listed with a CRPR of 1B.2 – Plants are rare, threatened, or endangered in California and elsewhere; fairly threatened in California. This member of the sunflower family is confined to the Bay Area region and is protected under CEQA.

This community provides wildlife habitat and resources similar to those found in the non-native grassland community, with the added benefit of brushy areas and rock outcrops that diversify the habitat and may support additional species.

[2] iNaturalist. 2025. Observation data from the Newell Open Space Preserve. Available from https://www.inaturalist.org. Accessed: March 2025.

3.5 Serpentine Bunchgrass (Purple Needlegrass Series)

A small portion of the property along the southern boundary features a unique grassland community shaped by the challenging conditions of serpentine soil. This area, approximately 12 acres in size, is part of a larger serpentine grassland extending southward into American Canyon. Due to the specific Calcium/Magnesium ratio (0.40 measured in American Canyon, K. Martin, 1987) in serpentine soils, many non-native species are excluded, allowing native annual and perennial species to thrive. Dominant species in this area include the California poppy (*Eschscholzia californica*), hayfield tarweed (*Hemizonia congesta*), and purple needlegrass. Other common native species in the area include naked-stem buckwheat (*Eriogonum nudum*), small-flowered needlegrass (*Stipa lepida*), and erect evax. Notably, this community is home to the Tiburon paintbrush (*Castilleja affinis var. neglecta*), a federally listed endangered species with a CRPR of 1B.2. The property supports approximately 5-10% of the Napa County population of this species, with an estimated 35 plants recorded in March 2011 by the Land Trust as part of the monitoring of this property.

This community provides wildlife resources similar to that described above for Non-native Grassland and Coastal Prairie. However, given the rock slopes and substrates present the area may support a higher density of reptiles. The unique conditions of the serpentine substrate (ultramafic rock – high levels of magnesium and iron) and the presence of diverse native plant species further enhance the ecological value of this habitat, making it an important refuge for various species adapted to these specific conditions.

3.6 Wetlands (Spikerush Series)

The dense clay-loam soils and rocky substrate of the Preserve give rise to several seasonal and perennial seeps and springs, where groundwater meets the soil surface. In addition to six seep areas and two springs onsite, the exposed bottoms of several steam channels, where they receive full sunlight, support a similar array of wetland species. A few seasonal ponds are also present within the Preserve. Dominant species in these wetland areas include brown-headed rush (*Juncus phaeocephalus*), Pacific bog rush (*Juncus effusus spp. pacificus*), bristly oxtongue (*Helminthotheca echioides*), winter cress *(Barbarea vulgaris*), clover (*Trifolium spp.*), curly dock (*Rumex crispus*), and Baltic rush (*Juncus balticus*).

This habitat provides essential water and forage for wildlife. Several on-site aquatic features may be used as non-breeding aquatic habitat for the federal listed CRLF; these include Newell Creek and associated riparian areas (particularly the lower reaches), and some of the higher-elevation ponds in the eastern and southeastern portions of the Preserve. During WRA's January 2025 site visit, none of the subject ponds appeared to have suitable hydrology for CRLF breeding, though when inundated these may provide refuge for frogs that are moving overland through the Preserve. The wetlands feed into the creek system, which exits the preserve through the designated habitat for the species, further enhancing the ecological importance of these areas. However, cattle grazing has significantly influenced the biomass of wetland plants and altered the composition of these habitats by facilitating the invasion of non-native species.

3.7 Species Observations

A list of wildlife species observed within the Preserve is provided in Appendix C; this list is based on the public databases eBird (2025) and iNaturalist (2025), as well as WRA's observations.[3][4] Given its location within the greater (continental scale) Pacific Flyway, the Preserve serves as an important location for many bird species transiting through the region during the spring and fall migratory periods, with some species overwintering. The site's various vegetation communities each provide shelter and resources applicable to different suites of birds. The Preserve is particularly attractive to raptors due to its elevated hills, location between the coast and Central Valley, distance from human disturbance, and the persistent, strong offshore westerly winds from spring to fall. These winds create wind inversion when they meet the hills, offering favorable soaring conditions. Raptor species known or likely to utilize the Preserve for at least some portions of the year include the various special-status species referenced previously, as well as bald eagle (*Haliaeetus leucocephalus*; BGEPA, SFP), ferruginous hawk (*Buteo regalis*), prairie falcon (*Falco mexicanus*), peregrine falcon (*F. peregrinus*), and other more common species.

Golden eagles are relatively abundant in vicinity of the Preserve, with the first recorded sightings dating back to 1966. These majestic birds are regularly observed foraging at nearby Lynch Canyon, and a golden eagle was observed by WRA soaring over the Preserve in January 2025. Golden eagles typically select nesting sites on cliffs or in large trees near ridge tops, often alternating between two or three nesting sites in different years. Historically there has been a rough triangle of three local golden eagle nesting sites. While one of these sites is located within the Preserve, the others are on adjacent lands which constitute portions of the greater local habitat complex for this species. The characteristics that make these sites desirable for nesting include clusters of trees on steep hillsides surrounded by open land, distance from human activity, and the availability of water. Protecting these nesting sites when they are in use by eagles is an important aspect of managing and operating the Preserve. Golden eagle pairs court between November and December, and raise their young for up to approximately nine months, from as early as December through August. To ensure their safety, we adhere to protections under the federal Bald and Golden Eagle Protection Act; this statute prohibits the taking, disturbing, possession, sale, purchase, barter, or transport of any bald or golden eagle, whether alive or dead, including any part, nest, or egg, without a permit.

Under the auspices of the City, the Preserve also follows regulations set out within the federal Migratory Bird Treaty Act, which forbids the taking, disturbing, killing, possession, transportation, or importation of all migratory birds, their eggs, parts, and nests unless authorized by a valid permit.[5] The California Fish and Game Code provides similar protections to native birds (and certain introduced game species).

[3] eBird. 2025. eBird: An online database of bird distribution and abundance [web application]. eBird, Ithaca, New York. Available at: http://www.ebird.org. Accessed: March 2025

[4] iNaturalist. 2025. Observation data from the Newell Open Space Preserve. Available from https://www.inaturalist.org. Accessed: March 2025.

[5] Note that this Act also covers native species that are locally non-migratory.

The Essential Connectivity Project (Caltrans 2010, CDFW 2025) maps the Preserve and adjacent open space lands as within an "Essential Connectivity Area;" such areas are defined as essential to long-term ecological conservation as they connect at least two "Natural Landscape Blocks" (relatively large, intact habitat blocks that support native biodiversity).[6,7] The Essential Connectivity Area including the Preserve connects it to mapped Natural Landscape Blocks respectively centered on the Petaluma River to the west, as well in the foothills east of Napa Valley and north of Suisun Bay. Connectivity at this scale is important for larger terrestrial wildlife including mountain lion and deer, though note that Highways 80 and 12 provide at least partial barriers and hazards to regular movement.

Overall, the expansion of residential and other urban development in the former Watson Ranch site to the west has likely altered movement opportunities and patterns for some wildlife species locally, including in the context of the Preserve. However, the composition of species using the Preserve is unlikely to have shifted notably since this Plan was originally drafted in 2001. Most of the Preserve is relatively remote and its habitats sheltered from disturbances associated with development. Adjacent open space and other undeveloped lands nearly surround the Preserve, and further contribute to the Preserve's ability to support diverse wildlife and other biological resources. If undeveloped private lands to the north, south, and/or east of the Preserve were to be proposed for development or other land use alternation (e.g., converted to vineyards), this assessment would need to be re-evaluated for some species and resources.

4.0 Cultural Resources

The natural beauty of the Preserve is immediately striking, with its majestic vistas of rolling hills, clusters of trees, and creek side vegetation. This landscape also holds a rich history of the people who have lived, worked, and raised families here.

[6] (Caltrans) California Department of Transportation. 2010. California Essential Habitat Connectivity Project: A Strategy for Conserving a Connected California. Prepared for California Department of Transportation, California Department of Fish and Game, and Federal Highways Administration. Available online at: https://www.wildlife.ca.gov/Conservation/Planning/Connectivity/CEHC. Most recently accessed: April 2025.

[7] (CDFW) California Department of Fish and Wildlife. 2025. Biogeographic Information and Observation System. Biogeographic Data Branch. Sacramento, California. Online at: https://wildlife.ca.gov/Data/BIOS; most recently accessed: April 2025.

In August 1988, the Cultural Resource Facility at Sonoma State University conducted a cultural resource field survey for the American Canyon Replacement Landfill Environmental Impact Report (EIR). The study revealed that the Preserve is located within the traditional territory of the Patwin, a Native American group whose language and culture once extended approximately 90 miles from Suisun Bay north to Princeton, and about 40 miles west from the Sacramento River. Within ten miles of the Preserve, five Patwin village sites have been recorded.

The Patwin people sustained a diversified economy based on fishing, hunting, and gathering, adapting their settlement and subsistence patterns to seasonal food availability. During the winter, the valley-dwelling Patwin inhabited permanent villages within the marshlands. In summer, they relocated to smaller tributaries on surrounding plains. The upland groups, in contrast, wintered near streams exiting into the valley or at other favorable streamside locations, moving to the surrounding hills in the summer.

The Preserve area would have been inhabited by the upland Patwin. Prehistoric sites in the Preserve are likely to have been winter village sites, characterized by middens with large quantities of shell and bone, specialized areas such as butchering stations, and seed and acorn grinding areas. The archaeological survey conducted on June 28, 1988, identified two prehistoric sites in the Preserve, designated as CA-NAP-751 and CA-NAP-752 in the EIR. These sites, considered together, represent potentially unique archaeological resources.

The Patwin way of life was rapidly disrupted following colonization by Euro-Americans. Some Patwin were removed from their villages by the Spanish missions, while others succumbed to malaria and smallpox epidemics in the 1830s. The few remaining Patwin were displaced with American settlement of the area in the 1850s and 1860s.

Early explorers, missionaries, and trappers reported the presence of pronghorn antelope, mule deer, elk, bear, mountain lions, and coyotes in the region. Herds as large as 1,000 to 2,000 elk and 3,000 antelope were recorded. However, elk, antelope, bears, and mountain lions were soon eliminated following Spanish and American settlement, while deer were heavily hunted but not entirely eradicated.

The demand for firewood led to the harvesting of native cottonwood and oaks. To address the diminishing wood supplies, landowners planted eucalyptus, an Australian import, as an alternative. Several eucalyptus still stand today visible in the Preserve.

In 1864, Mary and Richard James Falls settled in the Preserve area, which they named Fall Ranch. Richard James had acquired a bounty land certificate in New Orleans for a 40-acre parcel. The family cultivated wheat on the ranch and eventually expanded their holdings to approximately 170 acres. Their home was located in the clearing at the southwest entrance to the Preserve, where the old barn still stands. The Falls family continued to run the ranch until it was sold in 1900 to Charles Cantoni.

The Cantoni family operated a dairy farm on the ranch, and many longtime residents fondly remember their charming, white, old-fashioned two-story home in the same location as the Fall's family home. Locals recall visits to the Cantoni ranch to buy butter, eggs, and pick flowers for the May Day celebration. Over the years, the Cantoni family leased out various portions of the ranch.

From 1913 to 1964, part of the Preserve was owned by the Scally family, followed by Ted and Ruth Brown. In 1980, Jack and Bernice Newell purchased the ranch from the Cantoni and Brown families. They leased portions of the land to neighbors Ralph and Ron Azevedo for cattle grazing. The ranch was sold to the Tricounties Development Company in 1985, with plans for a replacement landfill. When these plans fell

through, the Newell's purchased the ranch in 1992. In 1999, the Newell family generously gifted the land to the City of American Canyon, creating what is now a cherished open space preserve.

5.0 Geology, Soils, and Hydrology

The Preserve is nestled within the Coast Range, a mountain system that stretches from the Oregon border to Southern California. The site is located east of the Napa River floodplain and features two main canyons along with two tributary canyons. For clarity, Geographic names have been assigned to these canyons and their associated drainages.

The lower main canyon drainage and creek refer to the westward-draining canyon, which splits eastward into two tributary canyons. The south tributary creek flows from the southeastern part of the site to its junction with the lower and upper main canyon creeks. The upper main canyon tributary drainage and creek lie above this junction. On the northeastern portion of the property, another drainage basin flows northward, referred to as the north canyon drainage and creek. Elevation on the site ranges from approximately 125 feet above mean sea level (msl) at the western edge of the property to over 950 feet above msl at the southeastern corner.

5.1 Petrology

In 1988, EMCON Associate conducted a geologic and hydrogeologic analysis of the site. Their findings documented Quarternary alluvium and landslide deposits (dating back as much as two million years), Eocene Markley Sandstone and Nortonville Shale members of the Kreyenhagen Formation, Eocene Domengine Sandstone, and Cretaceous to Jurassic-age bedrock units of the Great Valley Sequence and Franciscan Assemblage.

Alluvium, composed predominantly of clay with minor layers of silty sand, sand silt, and gravelly clay, occupies the drainage valleys of the main and tributary canyons. These alluvial deposits are eroded soils and bedrock debris laid down by the action of running water, rivers, and streams, forming the rich and varied geological features of the site.

Markley Sandstone underlies most of the site. This formation consists of medium to thick-bedded sandstone with interbeds of claystone, mudstone, and siltstone. The Markley Sandstone is moderately well-cemented and slightly fractured, with interbeds of crushed to intensely fractured claystone and mudstone.

The eastern and southern margins of the property are underlain by Nortonville Shale and Domengine Sandstone. Nortonville Shale is primarily composed of thinly bedded, intensely fractured claystone and mudstone, with some sandstone and siltstone interbeds. Domengine Sandstone consists of hard, slightly to intensely fractured sandstone with numerous pebbly layers, along with cobble and boulder conglomerate beds. The bedrock of the Franciscan Assemblage is exposed along the southern margin of the project site, consisting mostly of highly altered basalt known as greenstone. This rock is slightly to moderately fractured and has been altered locally into extremely hard silica carbonate rock.

5.2 Site Geological Structure

The site's geologic structure is primarily characterized by broad, northwest-to-west-trending folds. Faulting is relatively minor, with a few short faults likely caused by deformation associated with local folding. A 400-foot-wide, west-to-northwest-trending shear zone has been mapped along the southern margin of the site. This shear zone separates the Cretaceous Franciscan rocks to the south from the Eocene rocks to the north. It consists of a zone of mixed lithologies derived from adjacent in-place formations that have been sheared and faulted into contact with each other. EMCON Associates concluded that this fault zone has not been active for several years, and there are no known active faults passing through the Preserve. The closest active fault is the West Napa Fault. Other major San Francisco Bay Area faults that could generate ground shaking at the Preserve include the Green Valley Fault, located about four miles northeast, the Rodgers Creek-Healdsburg Fault, about 11 miles southwest, and the San Andreas Fault, approximately 31 miles southwest.

Notable geological features on the site include exposed Markley Sandstone rock faces above the eastern ridge at around 900 feet of elevation. Additionally, an exploratory mining tunnel, dug during World War II in a reported search for mineral magnetite, extends approximately 150 feet horizontally into a hillside near the southern boundary of the property. While the mine is an intriguing part of the natural history of the property, it is not open to the public for exploration.

5.3 Soils

The Soil Conservation Service (SCS, 1978) identified the majority of the proposed landfill area as consisting of Fagan series clay loam soils. These soils (designated as Fa, Fb, Fc) are characterized by slow permeability, rapid runoff, and moderate to high erosion hazard. In the southwestern portion of the area, Millsholm loam was mapped on a steep north-facing hillside. Millsholm loam is a moderately permeable soil with very rapid runoff and a high erosion hazard. Additionally, a small area of Hambright-Rock outcrop complex (HR) is located along the southern boundary of the Preserve. This soil type is also moderately permeable, with rapid to very rapid runoff and a high erosion hazard. Further descriptions of the soils series are provided below.

Fagan Series: This soil series consists of well drained clay loam soils formed in material from sandstone or shale at elevations ranging from 200 to 1,500 feet above sea level on slopes from 5 to 50 percent. These soils are not considered hydric with medium to rapid runoff and slow permeability. Natural vegetation is mostly annual grasses and forbs and a few oaks on north slopes.

Millsholm Series: This soil series consists of shallow, well drained loam soils formed in material from sandstone, mudstone, and shale at elevations ranging from 180 to 4,750 feet above sea level on slopes from 5 to 75 percent. These soils are typically found on hills and mountains and are considered not hydric

with low to very high runoff and moderate permeability. Natural vegetation is annual grasses with oaks, pines, and shrubs.

Hambright Series: This soil series consists of shallow, well drained soils formed in material from basic igneous rocks at elevations ranging from 300 to 3,000 feet above sea level on slopes of 2 to 75 percent. Hambright soils are often mapped in complex with rock outcrops and are considered not hydric with medium to very rapid runoff and moderate permeability. Natural vegetation is mostly annual grasses and forbs with oaks and shrubs.

In several tributary drainages on the site, problems such as "head cuts" or rotational slumps have been observed at the upper ends of draws, often leading to slope failures and gullying along the length of the draw. While these conditions are not directly caused by cattle activity, cattle may indirectly contribute by preventing the growth of woody vegetation that would otherwise stabilize these drainages.

The limited use of this site as an open space preserve is not expected to conflict with the soil characteristics of rapid runoff and moderate to high erosion hazards. This Management Plan ensures careful planning and execution of trail profiles, limits off-trail access, and actively monitors slope runoff conditions to effectively mitigate erosion and preserve the integrity of the landscape.

5.4 Hydrology

The site is situated in a hilly region that separates the alluvial basin of the Napa Valley to the west, drained by the Napa River, from the smaller Green Valley to the east, drained by the Cordelia Slough. The hills are composed of sedimentary and metamorphic rocks, which have low permeability. Due to this low permeability and the likelihood of trapped marine water, these hills are not considered significant as a groundwater reservoir resource.

The ridge line along the sites eastern boundary serves as the drainage divided between the Napa Valley and Green Valley basins. Two stream drainages, or basin subareas, have developed on the site, both draining into the Napa Valley basin. The larger subarea, covering 85% of the site, includes the main

canyon and the north and south canyons further east. The smaller subarea drains northward, originating north of the preserve. The site is located above the 100-year floodplain of the Napa River and is not subject to inundation (FEMA, 1980).

Due to direct cattle activity and the associated reduction of protective woody vegetation and tree roots, many of the stream banks on the site are experiencing significant erosion and failure caused by the impact of stream flow. The stream channels have become deeply undercut, with entrenched cascades that are gradually eroding upstream, contributing to steam siltation. The presence of vegetation growing within the channels indicates that these conditions have persisted for many years.

Intensive groundwater testing was conducted as part of the Environmental Impact Report (EIR) for the landfill. The U.S. Army Corps of Engineers, in collaboration with the Napa Flood Control and Water Conservation District, produced an isohyetal map for the Napa River basin. This map, derived from precipitation records collected between 1906 and 1956, predicts that the site receives an average annual precipitation of between 16 to 20 inches.

Groundwater levels at the site fluctuate throughout the year, primarily influenced by the amount of precipitation during the winter rainy season. Levels are highest during the winter and spring months when rainfall infiltrates and recharges the groundwater table in the bedrock. Conversely, groundwater levels are lowest in the autumn, just before the onset of the rainy season. During this period, spring discharge increases, and ephemeral springs and seeps develop at the bases of the landslide deposits.

The site features two perennial springs, likely resulting from the intersection of the groundwater table with the ground surface. These springs remain saturated throughout summer, continuing into October. As spring transitions into late spring, groundwater levels and perennial spring discharge begin to decrease. Additionally, short-lived ephemeral springs appear at the base of the landslide during the winter and spring, but these discharges cease in the summer as groundwater levels drop.

6.0 Operations

The Preserve's Operational Plan serves as a guiding document for the sustainable management, protection, and public enjoyment of this unique agricultural open space. Designed to balance year-round cattle grazing, habitat conservation, and passive recreational use, this plan outlines key operational practices, safety measures, and maintenance protocols. It establishes clear standards for trail use, weather-related closures, wildfire prevention, and habitat protection, ensuring that the Preserve remains a safe, enjoyable, and ecologically vibrant resource for the community. Through proactive monitoring, strategic partnerships, and routine maintenance, City staff aim to minimize environmental impacts, promote biodiversity, and provide a high-quality outdoor experience for visitors. This plan reflects the City of American Canyon's commitment to preserving the natural integrity of the Preserve while fostering opportunities for connection with nature and responsible stewardship of our shared open space.

6.1 Operational Hours

The Preserve operates year-round, seven days a week, from sunrise to sunset of each day. However, the Preserve may be temporarily closed under specific conditions, including scheduled maintenance activities, inclement weather, poor trail conditions, excessive heat advisories, or Red Flag Warnings.

In the event of a closure, City staff will make every effort to communicate updates promptly to the community through official communication channels. Clear closure notifications will be implemented, including locking and securing entrance gates and posting signage at the trailhead and main gate to inform visitors of closure. These measures are essential to prevent unauthorized access and ensure public safety during periods of heightened risk.

The Preserve will reopen only when City staff determine conditions are safe for public access. This decision will consider environmental factors, maintenance status, and overall public safety. These operational guidelines are designed to ensure sustainable management and accessibility of the Preserve while prioritizing safety, resource protection, and community communication.

6.2 Recreational Use

The Preserve offers opportunities for low-density, passive recreational use while honoring the values outlined in the Conservation Easement, which include natural, scenic, open space, historical, agricultural, educational, and recreation goals. Permitted recreational activities include, among others, hiking, horseback riding, bicycling, wildlife observation, nature study, environmental education, photography, kite flying, scenery painting, and meditation. These activities are designed to be compatible with the conservation objectives of the Preserve, ensuring minimal impact on its ecological and cultural resources.

It is important to note that overnight tent camping is not currently permitted within the property.

6.3 General Park Rules

To ensure the health, safety, and enjoyment of our community, and to ensure the protection and preservation of our natural habitats and protected species, the City of American Canyon, along with the Land Trust have established General Park Rules as outlined below.

1. Close all pedestrian and cattle gates.
2. All persons and their pets, including equestrians, and bicyclists shall remain on mapped and designed trail areas. Off-trail use is prohibited (Municipal Code 12.04.220).
3. Bicyclists under the age of 18 are required to wear a helmet (California Vehicle Code Section 21200 et seq).
4. Class 1 electric bicycles are permitted and must be clearly labeled with the manufacturer's label indicating the type of electric bicycle and wattage.
5. Class 1 electric bicyclists are required to follow all the same posted rules and regulations as a bicyclist.
6. Bicyclists may ride a max speed of 15 mph, and must use caution and reduce to a safe speed when passing or on blind turns, and when approaching people, wildlife and cattle.
7. Bicyclists must obey speed limits and maintain control and speed of the bicycle at all times (Municipal Code 12.04.220).
8. Bicyclists shall yield to pedestrians and horses, and pedestrians and bicyclists shall yield to horses (Municipal Code 12.04.220).
9. Stay out of the creek beds, wetlands, riparian areas, and waterways.
10. Pack in, pack out – including trash and dog feces.
11. No camping for overnight stays (Municipal Code 12.06.010).
12. Dogs are required to be always leashed with a maximum of a 6-foot leash (Municipal Code 12.04070) and are not permitted in the upper Cattle Pasture area.
13. Pedestrians with dogs are required to pick up after their pets.
14. Smoking, fires, or fireworks are prohibited.
15. Do not disturb or remove plants, shrubs, or trees.
16. Do not disturb, startle, feed, or approach any wildlife or animals. Maintain a safe distance from any cattle or wildlife.
17. No person shall disturb livestock or grazing animals (Municipal Code 12.04.220).
18. No person shall release any domesticated or wild animal, plant, flower, tree, seed, or other vegetation on trails.
19. Equestrians shall maintain control and speed of their animal at all times and are encouraged to wear a helmet while riding (Municipal Code 12.04.220).
20. No hunting, fishing, wading, or swimming.
21. Firearms and dangerous weapons are not permitted.

22. It is unlawful for any person to ride or drive any vehicle within any city park or open space without permission of the City Manager or designee (Municipal Code 12.04.110).

Visitors are expected to adhere to all posted rules, regulations, and warnings while visiting the Preserve. City staff reserves the right to issue warnings, fines, or even restrict access to certain areas. Failure to comply with the City of American Canyon's General Park Rules, regulations, and City Ordinances shall be asked to leave the Preserve and/or may be issued a citation by the City of American Canyon's Police Department Pursuant to American Canyon Municipal Code Section 1.24.010.

6.4 Trailhead and Parking

The Preserves has one designated public entrance and exit point, located at the trailhead in the parking lot. The parking lot is for day-use visitors only, overnight parking or camping is not permitted. Clear signage will communicate these rules, and City staff will monitor compliance to ensure the safety and proper use of the trailhead and parking area. Unauthorized vehicles may be cited or towed in accordance with local regulations.

6.5 Trail System

The Preserve's trail system is classified as Class 2, Multi-Use, accommodating cyclists, equestrians, and pedestrians. With its moderate terrain, the trail invites individuals of varying skill levels to explore and enjoy the natural surroundings, fostering a shared space for outdoor enthusiasts. Visitors must stay on designated trails at all times and are not permitted to go off trail or create new trails, as doing so can damage sensitive habitats, create erosion and water quality impacts and disrupt the natural ecosystem. While trails were originally old cattle roads, they are not designed or maintained as roads, but rather as recreational trails intended for safe and responsible public use. The trail system also connects to Lynch Canyon, offering visitors the opportunity to explore a separate open space property with its own set of rules and regulations.

7.0 Maintenance

The trail system at the Preserve is designed to provide safe, enjoyable, and sustainable experiences for a variety of recreational activities, including hiking, horseback riding, and bicycling. Maintaining this multi-use trail system requires careful management to balance the needs of different user groups while preserving the Preserve's natural environment and protected habitats. The following trail standards and maintenance outline the City's approach to managing and operating this open space property, ensuring that it remains safe, accessible, and in harmony with the Conservation Easement.

7.1 Trail Standards

Managing and operating a multi-use trail system can be difficult as each activity has its own needs and expectations. Multi-use trails represent a compromise between the different groups; this compromise can often result in less user satisfaction. The City of American Canyon will make every effort to provide a safe, usable, enjoyable, and sustainable trail system. However, trail conditions can vary depending on the time of year, the impact of rain and storms, nature, maintenance, and other occurrences. The trail system throughout the Preserve will remain in its natural condition, and in some cases, maintenance may be provided by the City of American Canyon to improve the visitor experience and safety and address erosion or runoff concerns. These improvements will not be at the cost of impacting the Preserve's natural environment, protected habitats, and species. Per the Preserve's Conservation Easement, any work to the property, including the trail system, will be required to be preapproved by the Land Trust before starting the work.

7.1.1 Trail Layout and Tread

The use of gravel as a surfacing material on the trail tread creates a durable, long-lasting surface. To maintain the sustainability of the multi-use trail, the City may add crushed rock aggregate to reinforce the trail tread, applying a minimum 3-inch layer of gravel that covers the full width of the trail. Where the multi-use trail runs adjacent to springs or other features impacting the tread conditions, the City may

employ rock armoring as part of the trail tread to reduce erosion impacts. The trail is presently maintained as a packed dirt base, approximately 10 to 14 feet wide.

7.1.2 Rolling Dip Inspections
In 2019, The City of American Canyon partnered with Napa County Resource Conservation District (NCRCD) to install rolling dips throughout the Preserve's trail system. This project was implemented to reduce trail-related sediment delivery using land-smart practices aimed at enhancing water quality, habitat, and riparian areas by mitigating erosion from the trails. As part of the agreement, the City will maintain the project for 10 years through the following actions:

- Allow NCRCD to inspect the site at the end of each rainy season, including water quality monitoring and photo documentation.
- Conduct annual checks of the trail system before the rainy season (by October 15 of each year) and following major storms to identify any significant alterations caused by erosion or settling. Ensure that rolling dips continue to function properly, dispersing runoff without causing erosion at the outlet.
- Maintain the rolling dips throughout the monitoring term, ensuring they are not removed or graded out.
- Notify NCRCD within 7 days if conditions arise that may require substantial repairs.

7.2 Evaluation

City staff will regularly evaluate the conditions of the Preserve's trail system and may increase inspections during adverse weather conditions. If any trail or section is deemed unsafe or unusable, the City will temporarily close the affected areas. City staff will follow appropriate procedures to address and repair any damage. The City's goal is to perform routine maintenance throughout the year to minimize resource impacts and ensure the safety and usability of the trail system.

7.2.1 Trail Inventory
To help manage the maintenance needs for the Preserve, City staff will create an inventory of the physical assets of the trail, including features along the trail like signage, seating, and special trail features. This inventory will be kept up to date on an annual basis.

7.2.2 Seasonal Inspections
City staff will inspect the Preserve's trail system and cross-check the inventory list on a seasonal basis: Summer, Fall, Winter, and Spring - with a minimum of four times a year. Additional checks may be conducted as needed. Work Orders will be a result of any issues, defects, or needs observed during the inspections.

7.2.3 Prioritizing Maintenance
Routine maintenance will be scheduled on a seasonal or annual basis depending on the scope of the work. Outside of the City's normal protocol, work will be prioritized from Low Priority, Medium Priority, High Priority, and Emergency.

- *Low Priority:* Tasks and work that need to be done but are not vital to the day-to-day operations. These tasks and work might include non-critical repairs.
- *Medium Priority:* Routine or preventive maintenance schedules. These tasks or work will affect operations eventually and need to be performed to maintain optimum production.
- *High Priority:* Will directly affect operations now or in the future.
- *Emergency:* Take priority over all other work and require immediate danger of life, health, safety, security, or operational damage to the Preserve.

7.3 Routine Maintenance

Routine maintenance is essential for preserving the safety, accessibility, and overall quality of the Preserve's trails and natural resources. It involves regularly scheduled inspections, repairs, and upkeep to

ensure that trails, vegetation, and other park elements are in optional condition. By conducting routine maintenance, the City of American Canyon aims to enhance the visitor experience, protect the environment, and minimize long-term resource impacts, ensuring the Preserve remains a safe and enjoyable space for the community.

7.3.1 Trail Maintenance Window
Maintenance to the Preserve will occur from March to November of each year – dependent on weather, and state and local regulations.

7.3.2 Grading and Maintenance Window
Grading will only occur during the dry months (generally May 15 through October 15), when associated erosion will be reduced to the maximum extent possible. Grading trails can disrupt the seed bank below the soil, allowing more non-native and invasive species to grow on the trail. Grading to the trail system will only occur on an as-needed basis.

7.4 Weather-Related Closures

Extreme weather activity can create resource damage such as trail washout, oversaturation, flooding, and instances of hill slides. This presents a level of risk to park visitors and a potential need for Emergency Medical Service professionals that can be best mitigated by closing the Preserve until conditions are safe to enter and use. The conditions of the Preserve are monitored by City staff; City staff will be responsible for the opening and closing of the Preserve and may be at the direction of outside agencies like the American Canyon Fire Protection District, Napa County, etc.

7.4.1 Wet Weather
The Preserve may close at any time due to inclement weather. City staff will utilize the National Weather Service website for predictions and assistance throughout the year. In cases where the City of American Canyon experiences ½" or more of rainfall within 12 hours – the Preserve will be closed. For every ½" of rainfall equals one (1) day of closure unless otherwise noted by City staff. Closure may exceed this formula due to trail conditions.

7.4.2 Red Flag Warning
The Preserve may close at any time due to a Red Flag Warning. Red Flag Warnings may be issued by the American Canyon Fire Protection District, Napa County, Cal Fire, and the National Weather Services. Preserve will be closed for the full duration of the warning, and will reopen once the warning is lifted. The minimum standard observed is 80/20/20 (+80 degrees / +20 mph winds / -20% humidity).

7.4.3 Air Quality
Air pollution can cause serious health issues and local air quality can affect our daily lives. Like the weather, air quality can change from day to day and/or be impacted by air pollution, wildfires, and other emergencies. The Preserve may close at any time for an Air Quality Index (AQI) of 101 to 200; the Preserve will remain closed until the air quality improves. The City of American Canyon measures AQI through Air Now.

7.5 Grazing

For over 150 years, the Preserve has served as agricultural land, with cattle grazing playing a key role in resource management for the past 50 years. Since 1999, the Azevedo Livestock Company has been a dedicated partner of the City, continuing a longstanding tradition of conservation grazing alongside the Newell family. Today, Azevedo Livestock Company's cattle primarily graze the upper pasture of the property, with open, year-round grazing access between the Azevedo property, the Preserve, and Lynch Canyon Open Space. The lower portion of the property is grazed by other animals seasonally or on an as-needed basis as part of targeted grazing efforts to reduce fine fuels and target non-native species. City staff regularly evaluate and monitor grazing practices, collaborating closely with the Azevedo family and the Land Trust to balance effective resource management while preserving a positive experience for all park visitors.

7.5.1 Benefits of Grazing Animals

Conservation grazing is a vital land management tool that supports healthy grassland ecosystems, enhances habitat diversity, and plays a critical role in wildlife protection. Without grazing, grassland areas would become overrun by weedy, undesirable, and invasive plants. Grazing reduces the cover of annual grasses, creating opportunities for wildflowers and native grasses to thrive. Well-managed conservation grazing also fosters habitat diversity, supporting numerous wildlife species, including endangered ones. Beyond the ecological benefits, grazing significantly reduces wildfire risks by controlling flammable vegetation. While cattle are effective in managing grasslands in the upper portion of the property, goats and sheep are often deployed in the lower portions of the property getting in hard-to-reach areas like creek beds and steep hillsides. These proactive measures not only slow the spread and intensity of wildfires but also prevent grasslands from transitioning into more flammable shrublands, giving firefighters a better chance to control and contain fires.

7.5.2 What To Do Around Cattle

Cattle grazing in the Preserve plays an essential role in managing the property's grasslands, reducing wildfire risks, and supporting native habitats. However, sharing the Preserve with grazing animals requires visitors to be mindful of their presence, especially during calving season from August to October. While calves may be adorable, human interaction with them poses risks to both people and animals. Additionally, cattle can cause trail damage during the rainy season, produce manure, and may react defensively if startled or threatened. Visitors are welcome to hike through the cattle pasture, but its important to remain mindful and respectful to these animals. Cattle are not familiar with people, and they are actively working on the landscape. Here are guidelines for visitors:

- Dogs are not permitted in the grazing pasture.
- Admire calves from a distance. Do not approach, touch, or attempt to relocate calves, even if they appear to be alone. Mother cows are often grazing nearby and will return. Getting between a calf and its mother can cause stress, injury, or even death to a calf or person.
- Give cattle space. If cattle are blocking the trail, approach slowly, speak calmly, and allow them time to move away. If necessary, walk around them or briefly step off the trail.
- Close pedestrian gates. Always close pedestrian gates behind you to prevent livestock from wandering into unintended areas.

7.6 Weed Management & Invasive Species

Weed management and invasive species control are critical components of maintaining the health and sustainability of an open space preserve. Invasive species can be relentless, leading to the extirpation of native plants and animals, destroying biodiversity, and altering wildlife habitats. Their spread negatively impacts the environment, and both human and animal health and safety. The Preserve is home to several invasive species, which are actively address throughout the year. However, one of the most common challenges for visitors is the presence of various thistles, which are focused on in management to maintain the integrity of the landscape and ensure a positive experience for all who enjoy the area.

7.6.1 Thistles

Artichoke thistle, along with yellow and purple start thistle, are particularly prevalent, emerging from November to August. To mitigate this issue, City staff work to manage thistle populations along and within the trail system on a regular basis. This includes tactics such as blading or dragging the trail to remove thistle, as well as utilizing an herbicide spray that is safe for wildlife and cattle. These measures are part of an ongoing effort to reduce the spread of these invasive species and protect the Preserve's natural environment. Herbicide spraying should be coordinated with any grading efforts to ensure the best possible reduction in overall species.

7.6.2 Brush

When brush grows or is forced into the trail corridor, trail damage often occurs as trail users are forced off

the established trail tread and onto the berm. The removal of all living or dead vegetation from the trailway will occur on an as-needed basis for resource protection, safe trail access, and the protection of the trail.

7.7 Wildfire Prevention

The vegetation within the Preserve plays a vital role in controlling erosion, managing stormwater, filtering pollutants, and providing aesthetic value to the natural landscape. It is essential to protect desirable trees, shrubs, and grasses as they contribute to oxygen production, nutrient cycling, and improve water quality. In recent years, California has experienced more frequent and intense wildfires, driven by factors such as drought, human activity near wildlands, longer summers, fire suppression history, water shortages, and the effects of climate change. Vegetation management is crucial in mitigating wildfire risks by reducing the spread of fires, managing invasive species, and promoting ecological health through controlled vegetation thinning.

To address these risks, the City of American Canyon has implemented proactive wildfire prevention measures, including conservation grazing, mowing, and strategic partnerships, all aligned with our resource management goals to enhance native plant diversity and protect the natural environment.

7.7.1 Conservation Grazing

Livestock grazing is a science-based management tool used to maintain grassland habitats, promote the growth of native plants, and reduce wildfire risk. The City of American Canyon has a Grazing License with the Azevedo Family for the upper portions of the Preserve known as the Grazing Pasture. This grazing method is year-round or continuous with little to no restrictions and occurs simultaneously on the adjacent Azevedo Property and Lynch Canyon Open Space. Additional grazing methods may be used on the lower portions of the property, outside of the Grazing Pasture throughout the year. This type of grazing may occur along the Preserve's trail system, and picnic and barn areas.

7.7.2 Mowing

To maintain vegetation along trails and reduce fire risk, mowing is scheduled during the Trail Maintenance Window (March through November). The California Department of Fish and Wildlife defines bird nesting season as February 1st through August 15th, during which mowing may be restricted. Before mowing, City staff will coordinate with a third-party company to conduct a biological survey.

- *Negative Survey:* If the survey results are negative, mowing can proceed within two weeks, with the requirement that the work continues uninterrupted until completed. If work stops and resumes at a later date, a new Biological Survey must be completed.
- *Positive Survey:* If a survey identifies nesting birds, mowing is prohibited, and the City must wait for a specified period before resubmitting a new Biological Survey.

7.7.3 Partnerships

The City collaborates with the American Canyon Fire Protection District and CalFire to safeguard open space areas within American Canyon. These partnerships strengthen our ability to manage and prevent wildfires and mitigate risks effectively.

8.0 Conservation Monitoring

The Land Trust conducts annual conservation monitoring of the property to assess its ecological health and ensure adherence to conservation values. The City works closely with the Land Trust to strike a balance between conservation and public access, ensuring the property is managed and operated in alignment with the Conservation Easement. This collaboration ensures that public access and recreational use remain compatible with the conservation objectives and values, maintaining the integrity of the property's natural and cultural resources while providing meaningful opportunities for the community to enjoy and appreciate the Preserve.

9.0 Restoration

The City will actively collaborate with the Land Trust to implement restoration efforts focused on removing invasive plants, planting native species, restoring habitats, and managing wildlife populations. All restoration projects will adhere to best practices and standards, including consulting with professionals to ensure proper planning, implementation, and maintenance of the work. Efforts will include targeted projects such as weed removal along and on the trails, tree plantings in strategically planned locations, and habitat enhancement efforts. Of particular importance is the enhancement of aquatic resources to encourage CRLF use of the wetlands on the Preserve for breeding and non-breeding habitat. In addition, the restoration of riparian habitat through stream system management that addresses channel incisions and head-cuts and the expansion of native riparian vegetation would benefit a variety of wildlife species, including special-status northwestern pond turtles and nesting birds.

10.0 Conclusion

The Preserve's Management Plan serves as a comprehensive guide to ensuring the long-term sustainability, ecological integrity, and community values of this vital natural resource. By balancing our conservation efforts with public access and education, this plan fosters a deeper connection between people and the environment while protecting sensitive habitats, species, and property.

The strategies outlined in this plan emphasize adaptive management, stakeholder collaboration, and our commitment to preserving the unique ecological and cultural features of the preserve. Through ongoing monitoring, resource stewardship, and community engagement, this plan aims to create a legacy of responsible management that will benefit future generations.

With a clear framework for maintenance, restoration, and visitor access, this plan provides the foundation of achieving the dual goal of conservation and recreation, ensuring that the preserve remains a cherished and thriving part of our community.

EXHIBIT A

1999-0039134

Recorded
Official Records
County Of
NAPA
JOHN TUTEUR
Recorder

REC FEE 73.00

EV
08:52AM 28-Dec-1999 Page 1 of 23

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

NAPA COUNTY LAND TRUST
1040 Main Street, Suite 203
Napa, California 94559
Telephone: (707) 252-3270

APN 059-030-002 & PTN 001

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT (the "Deed of Easement") is made as of the date of recordation in the Napa County Recorder's office by JACK H. NEWELL, SR., and BERNICE NEWELL, Trustees of the Jack and Bernice Newell Family Trust, created on November 25, 1991 ("Grantors"), having an address at 285 American Canyon Road, American Canyon, California 94589, in favor of the NAPA COUNTY LAND TRUST, a California nonprofit corporation (the "Trust"), having an address at 1040 Main Street, Suite 203, Napa, CA 94559.

RECITALS

A. Grantors are the sole owners in fee simple of certain real property in Napa County, California, designated as all of Assessor's Parcel Number 059-030-002 and an approximately 145.42-acre portion of Assessor's Parcel Number 059-030-001 on the Napa County Assessor's Maps currently in effect, collectively consisting of a total of approximately six hundred forty-two (642) acres, and more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property").

B. The Property possesses natural, scenic, open space, historical, agricultural, educational, and recreational values (collectively, the "Conservation Values") of great importance to Grantors, the people of Napa County, and the people of the State of California.

C. In particular, the Property constitutes part of the eastern backdrop of the City of American Canyon and extends to the Solano County line, providing for invaluable preservation of open space, viewshed, and wildlife habitat. The property also contains a rare population of the federally endangered Tiburon paintbrush (*Castilleja affinis spp. neglecta)*, as well as important natural habitat

for a variety of birds and mammals, including an important wintering area for a significant population of Golden Eagles. In addition, the Property contains an important Coast Live Oak forest that is over 200 years old.

D. The specific Conservation Values of the Property are further documented in an inventory of relevant features of the Property, dated December 17, 1999, on file at the offices of the Trust and incorporated by this reference (the "Baseline Documentation"), consisting of reports, maps, photographs, and other documentation which the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which are intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this grant.

E. Grantors intend that the Conservation Values of the Property be preserved and maintained by permitting only those uses of the Property that do not significantly impair or interfere with the Conservation Values.

F. Napa County has a long-standing conservation policy to provide for the preservation of lands both for agricultural production and for watershed for that production by using, whenever possible, exclusive agricultural or agricultural watershed zoning. The Property is presently zoned "Agricultural Watershed."

G. Grantors further intend, as owners of the Property, to convey to the Trust the right to preserve and protect the Conservation Values of the Property in perpetuity.

H. The Trust is a publicly supported, tax-exempt nonprofit organization, and a qualified organization under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Internal Revenue Code"), whose primary purpose is the preservation, protection, and enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open-space condition.

I. Immediately following this grant of a conservation easement, Grantors intend to donate the underlying fee simple interest in the Property to the City of American Canyon in order to create the "Jack and Bernice Newell Open Space" (the "Open Space"). It is the intention of Grantors that the Open Space be passively used by the public for hiking, horseback riding, bicycling, picnicking, and other passive recreational uses so long as such uses do not diminish or impair other Conservation Values.

J. The City of American Canyon ("City"), since its incorporation in 1992, has formulated and implemented policies which are consistent with conservation, open space and compatible recreational use of interests in real property which it has acquired either adjacent to, or near, its prescribed limits for development. Specifically, the land use element of the City's General Plan calls for the City to "Cooperate with appropriate agencies and property owners in the establishment of a regional park in the eastern foothills and canyons of the City and establish open space linkages."

NOW, THEREFORE, the parties hereto agree as follows:

1. Grants and Purpose. In consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of California and in particular California Civil Code Section 815 et seq. (the Conservation Easement Act of 1979) and Government Code Section 51070 et seq. (the Open-Space Easement Act of 1974), Grantors hereby voluntarily grant and convey to the Trust a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth. The purpose of this Deed of Easement is to assure that the Property will be retained forever predominantly in its natural, scenic, historical, agricultural, forested, and open space condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. Grantors intend that this Deed of Easement will confine the use of the Property to such activities, including, without limitation, those involving cattle grazing and passive recreation, as are consistent with the purpose of this Deed of Easement.

2. Rights of Trust. To accomplish the purpose of this Deed of Easement, the following rights are conveyed to the Trust by Grantors:

2.1. To preserve and protect the Conservation Values of the Property;

2.2. To enter upon the Property, at reasonable times and upon prior reasonable notice to Grantors, in order to monitor compliance with and otherwise enforce the terms of this Deed of Easement; provided that the Trust shall not in any case unreasonably interfere with Grantors' use and quiet enjoyment of the Property; and

2.3. To enjoin any activity on or use of the Property that is inconsistent with the purpose of this Deed of Easement and to require the

restoration of such areas or features of the Property as may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Paragraph 6.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Deed of Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as expressly permitted in Paragraph 4 or as qualifiedly permitted in this Paragraph 3. If Grantors are uncertain whether an activity or use may have an adverse impact upon the Conservation Values that this Deed of Easement is intended to protect, Grantors shall seek the prior approval of the Trust as set forth in Paragraph 5.

3.1. The legal or de-facto subdivision of the Property, including through the granting of certificates of compliance or lot line adjustment for any purpose, except a subdivision and/or lot line adjustment of the Property and/or an adjoining parcel also owned by Grantors may be permitted for the sole purpose of facilitating a public school site adjacent to the Property. In no event, however, shall the Property, after said subdivision and/or lot line adjustment, be less than 640 acres in size.

3.2. The placement or construction of any new buildings, structures, or other improvements of any kind (including, without limitation, fences, roads, parking lots or mobile homes), except as permitted in a limited manner by Paragraphs 4.1, 4.4, 4.6, 4.9, and 4.10.

3.3. Any agricultural, commercial or industrial use of, or activity on, the Property, except for the grazing permitted by Paragraph 4.11.

3.4. Any recreational use of, or activity on, the Property, except for those passive recreational uses and activities permitted by Paragraph 4.5.

3.5. The placement of any signs or billboards on the Property, except to advertise the Property for sale or rent, to post the Property to control unauthorized entry or use, to post notice of the Deed of Easement, or to provide information to those making passive recreational use of the Property.

3.6. The installation of new, or extensions of existing, utilities (including, without limitation, water, sewer, power, fuel, and communication lines and related facilities), except to provide utilities to any caretaker's residence that may be constructed pursuant to Paragraph 4.9 or except to accommodate the passive recreational uses as set forth in Paragraphs 4.5 and 4.6.

3.7. Hunting or trapping, except with the prior written consent of the Trust, such consent to be given only to the extent necessary to allow ecological research or to maintain the ecological balance in the area of the Property, or as reasonably necessary for agricultural purposes.

3.8. The operation of any motorized vehicle for any purpose, except for emergency use, permitted agricultural or residential uses, or for maintenance of the Property or permitted facilities.

3.9. The pruning, felling, or other destruction or removal of dead or living native trees, except as necessary to control or prevent hazards, disease, or fire.

3.10 Any alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod.

3.11. Mining, drilling, exploration for, or extraction of minerals, hydrocarbons, steam, soils, or other materials on or below the surface of the Property, except as may be necessary to carry out the permitted uses set forth in Paragraph 4.

3.12. Any use or activity that causes or is likely to cause soil degradation or erosion, or pollution of any surface or subsurface waters.

3.13. The alteration or manipulation of any water courses located on the Property, or the creation of any new water impoundments or water courses, for any purpose other than for agricultural uses of the Property permitted herein or for protection of sensitive plant or animal habitat, including, but not limited to the provisions of Paragraphs 4.12 and 4.13.

3.14. The dumping or other disposal of wastes, refuse, and debris on the Property, except that which is generated by agricultural and passive recreational activities permitted herein and disposed of in a lawful manner.

3.15. The shooting of guns (except for purposes of the exceptions to Paragraph 3.7), explosives, or fireworks.

4. Reserved Rights. Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in, all uses of the Property that are neither expressly prohibited

herein nor inconsistent with the purpose of this Deed of Easement. In addition, Grantors are permitted to engage in the following activities, whether or not they are inconsistent with the purpose of this Deed of Easement, but, when doing so, Grantors shall make a good-faith effort to minimize consequences that would impair or interfere with the Conservation Values of the Property.

4.1. To maintain or construct fencing necessary for establishment of the perimeter of the Property, for the grazing purposes permitted by Paragraph 4.11, for the equestrian center permitted by Paragraph 4.6, so long as the fencing does not inhibit the free movement of wildlife, or for the enhancement and/or protection of riparian corridors or other sensitive habitats.

4.2. To prevent entry on the Property by unauthorized persons.

4.3. To maintain in their present condition and width roads and trails currently existing on the Property, if necessary for agricultural and passive recreational uses of the Property permitted herein.

4.4. To construct new trails, if necessary for agricultural and passive recreational uses of the Property permitted herein; provided, however, that such construction is subject to the prior written approval of the Trust pursuant to the provisions of Paragraph 5.

4.5. To engage in and permit others to engage in the following recreational uses and activities of a low-density, passive nature: hiking; horseback riding; bicycling; overnight tent camping; casual picnicking; wildlife observation, nature study, and environmental education; photography; kite flying; scenery painting; and meditating. Up to three (3) non-commercial events may be held annually to assist in raising funds to be used in the operation and maintenance of the Property. No other recreational uses or activities shall be permitted without the prior written consent of the Trust pursuant to the provisions of Paragraph 5. All such non-commercial events and recreational uses and activities shall be subject to whatever terms, conditions, restrictions, and limitations may be set forth in the plan referred to in Paragraph 4.7.

4.6. To construct, maintain, repair, and replace the following improvements in order to accommodate the passive recreational uses and activities permitted in Paragraph 4.5: a paved parking lot with a maximum capacity of 50 vehicles; sanitary facilities; and primitive campsites. Subject to the plan set forth in Paragraph 4.7, an equestrian center, not to exceed 2 acres in size, may also be constructed on the Property, which may include an indoor arena and boarding

stables. No other accommodating improvements shall be permitted without the prior written consent of the Trust pursuant to the provisions of Paragraph 5.

4.7. To develop a plan setting forth the terms and conditions on which members of the public may make use of the Property for permitted passive recreational activities, including, without limitation, restrictions and limitations on the hours of use, the areas of use, and the number of people who may come onto the Property to engage in such permitted activities at any given time; provided, however, that said plan, and any amendments thereto, are subject to the prior written approval of the Trust pursuant to the provisions of Paragraph 5; and provided further that development of the Property for any amusement or theme park, golf course, tennis courts, swimming pools, playing fields, or similar active recreational uses is prohibited; and provided further that any uses otherwise permitted that would require more than two percent (2%) of the total land area to be paved or developed with impervious surfaces (including, but not limited to, roads, parking lots, roofs, and similar improvements), excluding impervious surfaces existing as of the date of this Deed of Easement, are also prohibited. The plan also will examine possible restrictions on the use of bicycles on the Property, with consideration being given to such factors as the potential threat of erosion and other harm to the terrain, the nature of the proposed uses, and the ability of Grantors to afford the cost of mitigating any damage to the Property or injury to other users of the Property that might be caused by such proposed bicycle uses.

4.8. To restore land damaged by fire, flood, earthquake, wind, or other forces.

4.9. To construct a single-family residence no greater than two thousand (2,000) square feet for use as a caretaker's residence.

4.10. To maintain, repair, replace, and/or improve the existing barn, so long as it remains in its present location and does not increase in height or size.

4.11. To graze any species, provided that a "custom range land inventory" and a "proper grazing use plan" or a future equivalent as approved by the USDA Natural Resource Conservation Service, or any successor or equivalent agency, are obtained and complied with.

4.12. For the benefit of the original Grantors and at the original Grantors' sole expense, to preserve, enhance, restore, or create habitat for off-site mitigation associated with the Village Green Homes and Creekside Homes Development's U. S. Corps of Engineers, Title 26, Nationwide Permit for wetland

mitigation, for the California Red-Legged Frog (*Rana aurora draytonii*). Said habitat shall be in the location described in Exhibit B, which is attached hereto and incorporated by this reference. In the event that this off-site mitigation does not take place prior to January 1, 2005, this reserved right shall terminate. At the Trust's sole discretion, additional land may be added to the land described in Exhibit B at the request of the original Grantors.

4.13. At Grantors' sole expense, to preserve, enhance, restore, or create habitat on the Property in compliance with any requirements imposed upon Grantors by a governmental agency pursuant to applicable laws regarding endangered or threatened species which exist on the Property; provided, however, that Grantors shall use their best efforts to utilize no more of the Property for said purposes than is necessary to comply with such requirements.

5. Notice and Approval.

5.1. Notice of Intention to Undertake Certain Activities or Uses. The purpose of requiring Grantors to notify the Trust prior to undertaking certain activities or uses, as provided in the third sentence of Paragraph 3, is to afford the Trust an adequate opportunity to consider the proposed activities or uses to determine whether or not they are permitted under this Deed of Easement and, if it is determined that they are permitted, to monitor said activities or uses to ensure that they are designed and carried out in a manner that is consistent with the purpose of this Deed of Easement, as well as to enable Grantors to engage in permitted activities without concern as to unintended violations of this Deed of Easement. Whenever notice is required, or Grantors wish confirmation that they may proceed with an activity or use, Grantors shall solicit the approval of the Trust. Grantors shall submit a written description of the proposed activity or use, which shall be referred to herein as an "application," describing the nature, scope, design, location, timetable, and any other material aspect of the proposed activity or use in sufficient detail to permit the Trust to make an informed judgment as to its consistency with the purpose of this Deed of Easement. Within thirty (30) days after the receipt of the application, the Trust shall inform Grantors in writing whether the application is complete or whether additional, specified information is required for a complete application. In the event that the Trust reasonably determines that the advice of a consultant such as an engineer, ecologist, attorney, or surveyor is necessary to determine whether an application is complete and/or to assist the Trust in reviewing the application, a fee based upon an estimate to cover such costs will be required as part of the application.

5.2. Trust's Approval. When the Trust's approval is required or sought as set forth herein, the Trust shall grant or deny its approval in writing within sixty (60) days after receipt of Grantors' complete application. Criteria that the Trust may consider include, without limitation, compliance with the provisions of this Deed of Easement, the capability of the proposed activity or use to preserve and enhance the Conservation Values protected by this Deed of Easement, the manner in which the proposed activity or use is to be carried out, and the likely effect of the proposed activity or use upon the Conservation Values of the Property. The Trust's approval may be withheld upon a reasonable determination by the Trust that the activity or use as proposed would be inconsistent with the purpose of this Deed of Easement. The Trust acknowledges and agrees that the Property is intended to be used for passive recreational uses, and that the preservation of the Property for passive recreation by the general public is one of the conservation purposes of this Deed of Easement. Failure of the Trust to respond to a notice within sixty (60) days of receipt of that notice shall constitute a denial unless Grantors send a second notice by certified mail return, postage prepaid, return receipt requested, and an additional thirty (30) days have expired without a response, in which case the request is deemed approved.

6. Trust's Remedies.

6.1. Notice of Violation; Corrective Action. If the Trust determines that a violation of the terms of this Deed of Easement has occurred or is threatened, the Trust shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Deed of Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Trust.

6.2. Injunctive Relief. If Grantors fail to cure the violation within 10 days after receipt of notice thereof from the Trust or under circumstances where the violation cannot reasonably be cured within a 10-day period, fail to begin curing such violation within the 10-day period, or fail to continue diligently to cure such violation until finally cured, the Trust may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Deed of Easement, to enjoin the violation, ex parte if necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

6.3. Damages. The Trust shall be entitled to recover damages for violation of the terms of this Deed of Easement or injury to any of the

Conservation Values protected by this Deed of Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantors' liability therefor, the Trust, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

6.4 Emergency Enforcement. If the Trust, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, the Trust may pursue its remedies under this Paragraph 6 without prior notice to Grantors or without waiting for the period provided for cure to expire.

6.5. Scope of Relief. The Trust's rights under this Paragraph 6 apply equally in the event of either actual or threatened violations of the terms of this Deed of Easement. Grantors agree that the Trust's remedies at law for any violation of the terms of this Deed of Easement are inadequate and that the Trust shall be entitled to the injunctive relief described in Paragraph 6.2, both prohibitive and mandatory, in addition to such other relief to which the Trust may be entitled, including specific performance of the terms of this Deed of Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Trust's remedies described in this Paragraph 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6. Costs of Enforcement. All reasonable costs incurred by the Trust in enforcing the terms of this Deed of Easement against Grantors, including, without limitation, costs of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Deed of Easement shall be borne by Grantors; provided, however, that if Grantors ultimately prevail in a judicial enforcement action, Grantors shall be entitled to reimbursement for costs of suit and reasonable attorneys' fees.

6.7. Forbearance. Forbearance by the Trust to exercise its rights under this Deed of Easement in the event of any breach of any term of this Deed of Easement by Grantors shall not be deemed or construed to be a waiver by the Trust of such term or of any subsequent breach of the same or any other term of this Deed of Easement. No delay in or omission of the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

6.8. Waiver of Certain Defenses. Grantors hereby waive any defense of laches, waiver, estoppel, or prescriptive rights associated with any notice of violation, or any delay in notice of violation, under this Deed of Easement.

6.9. Acts Beyond Grantors' Control. Nothing contained in this Deed of Easement shall be construed to entitle the Trust to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. Access. Use of the Property by members of the public for the passive recreational activities permitted herein is subject to whatever terms, conditions, restrictions, and limitations may be set forth in the plan referred to in Paragraph 4.7. Should such use become inconsistent with the purpose of this Deed of Easement or impair or interfere with, or threaten to impair or interfere with, the Conservation Values of the Property public access may be denied. Should the Trust disseminate to the public any materials regarding public access to the Property, the Trust shall include a statement to the effect that public access is subject to certain terms and conditions and shall, if so requested by Grantors, include a telephone number (which shall be provided to the Trust by Grantors) for prospective visitors to call if they wish information about said terms and conditions.

8. Costs, Liabilities, Taxes, and Environmental Compliance.

8.1. Costs, Legal Requirements, and Liabilities. Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including, without limitation, the maintenance of adequate liability insurance coverage. Grantors remain solely responsible for obtaining any applicable government permits and approvals for any construction or other activity or use permitted by this Deed of Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantors shall keep the Property free of any liens arising out of any work performed for or materials furnished to Grantors.

8.2. Taxes. Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed

against the Property by competent authority (collectively "taxes"), including, without limitation, any taxes imposed upon, or incurred as a result of, this Deed of Easement, and shall furnish the Trust with satisfactory evidence of payment upon request.

8.3. Representations and Warranties. Grantors represent and warrant that, after reasonable investigation and to the best of their knowledge:

8.3.1. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any other way harmful or threatening to human health or the environment, exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, under, from, or across the Property;

8.3.2. There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

8.3.3. Grantors and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;

8.3.4. There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and

8.3.5. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantors might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

8.4. Remediation. If, at any time, there occurs, or has occurred, a release in, on, from, under, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any other way harmful or threatening

to human health or the environment, Grantors agree to take all steps necessary to assure its containment and remediation, including, without limitation, any cleanup that may be required, unless the release was caused by the Trust, in which case the Trust shall be responsible therefor.

8.5. Control. Nothing in this Deed of Easement shall be construed as giving rise, in the absence of judicial decree, to any right or ability in the Trust to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantors' activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and similar federal and state laws.

8.6. Hold Harmless. Grantors hereby release and agree to hold harmless, indemnify, and defend (with counsel reasonably acceptable to the Trust) the Trust and its members, trustees, officers, directors, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively, the "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with:

8.6.1. Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties;

8.6.2. The violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and similar state and federal laws, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property;

8.6.3. The presence or release, in, on, from, under, or about the Property at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating the air, water, or soil, or in any other way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and

8.6.4. The obligations, covenants, representations, and warranties of Paragraphs 8.1 through 8.5.

9. Extinguishment and Condemnation.

9.1. Extinguishment. If circumstances arise in the future that render the purpose of this Deed of Easement impossible to accomplish, this Deed of Easement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which the Trust shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Deed of Easement, or proportionate part thereof, as determined in accordance with Paragraph 9.2.

9.2. Valuation. This Deed of Easement constitutes a real property interest immediately vested in the Trust, which, for the purposes of Paragraph 9.1, the parties stipulate to have a fair market value determined by multiplying (1) the fair market value of the Property unencumbered by the Deed of Easement (minus any increase in value after the date of this grant attributable to improvements) by (2) the ratio of the value of the Deed of Easement at the time of this grant to the value of the Property, without deduction for the value of the Deed of Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code. For the purposes of this Paragraph 9.2, the ratio of the value of the Deed of Easement to the value of the Property unencumbered by the Deed of Easement shall remain constant.

9.3. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Deed of Easement in whole or in part, Grantors and the Trust shall act jointly to recover the full value of the interests in the Property subject to the taking or in-lieu purchase and all direct and incidental damages resulting therefrom. All expenses reasonably incurred by Grantors and the Trust in connection with the taking or in-lieu purchase shall be paid out of the amount recovered. The Trust's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Paragraph 9.2.

9.4. Application of Proceeds. The Trust shall use any proceeds received under the circumstances described in this Paragraph 9 in a manner consistent with the Trust's conservation purposes, which are exemplified by this grant.

10. Assignment. This Deed of Easement is transferable, but the Trust may assign its rights and obligations under this Deed of Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code or any successor provision then applicable, and authorized to acquire and hold conservation easements under California Civil Code Section 815.3 or any successor provision then applicable or the laws of the United States. As a condition of such transfer, the Trust shall require that the conservation purposes that this grant is intended to advance continue to be carried out. The Trust agrees to give written notice to Grantors of an assignment at least 10 days prior to the date of such assignment. The failure of the Trust to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Deed of Easement or limit its enforceability in any way.

11. Subsequent Transfers. Grantors agree to incorporate the terms of this Deed of Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property or by which they grant to a third party a right or privilege to use the Property, including, without limitation, any easement, any leasehold interest, and any license agreement. Grantors further agree to give written notice to the Trust of the transfer of any such interest or the granting of any such privilege at least thirty (30) days prior to the date of such transfer or grant. The failure of Grantors to perform any act required by this Paragraph 11 shall not impair the validity of this Deed of Easement or limit its enforceability in any way.

12. Amendment. If circumstances arise under which an amendment to or modification of this Deed of Easement would be appropriate, Grantors and the Trust are free to jointly amend this Deed of Easement; provided, however, that no amendment shall be allowed that will affect the qualification of this Deed of Easement or the status of the Trust under any applicable laws, including Section 815 et seq. of the California Civil Code or Section 170(h) of the Internal Revenue Code, and any amendment shall be consistent with the purpose of this Deed of Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the Official Records of Napa County, California. This Deed of Easement is not otherwise subject to amendment of any sort.

13. Estoppel Certificates. Upon receipt of a written request by Grantors, the Trust shall within thirty (30) days thereafter execute and deliver to Grantors, or to any person designated by Grantors, any document, including an estoppel certificate, which certifies, to the best of the Trust's knowledge, Grantors' compliance with any obligation of Grantors contained in this Deed of Easement or otherwise evidences the status of this Deed of Easement. Such certification shall be limited to the condition of the Property as of the Trust's most recent inspection. If Grantors request more current documentation, the Trust shall conduct an inspection, at Grantors' expense, within 30 days of receipt of Grantors' written request therefor.

14. Subordination. Any financing lien or encumbrance shall be subordinate to this Deed of Easement, and the parties agree to execute such documents as may be reasonably required by Grantors' lender or lenders to accomplish such subordination.

15. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, postage prepaid, return receipt requested, or delivered by a nationally recognized overnight delivery service such as Federal Express or United Parcel Service, charges prepaid or charged to the sender's account. Addresses for purpose of giving notice are as follows:

To Grantors:

Jack H. Newell, Sr., and Bernice Newell
Trustees of the Jack and Bernice Newell Family Trust
285 American Canyon Road
American Canyon, CA 94589
Telephone: (707) 553-8925

To the Trust:

Napa County Land Trust
1040 Main Street, Suite 203
Napa, CA 94559
Telephone: (707) 252-3270

or to such other address as either party from time to time shall designate by written notice to the other. When personally delivered, notice is effective upon delivery. When mailed, certified mail, postage prepaid, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt. When delivered by an overnight delivery service, notice is effective on delivery, if delivery is confirmed by the delivery service.

16. Recordation. The Trust shall record this instrument in timely fashion in the Official Records of Napa County, California, and may re-record it at any time as may be required to preserve the Trust's rights in this Deed of Easement.

Jack H. Newell, Sr., and Bernice Newell
Trustees of the Jack and Bernice Newell Family Trust
285 American Canyon Road
American Canyon, CA 94589
Telephone: (707) 553-8925

Napa County Land Trust
1040 Main Street, Suite 203
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or to such other address as either party from time to time shall designate by written notice to the other. When personally delivered, notice is effective upon delivery. When mailed, certified mail, postage prepaid, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt. When delivered by an overnight delivery service, notice is effective on delivery, if delivery is confirmed by the delivery service.

16. Recordation. The Trust shall record this instrument in timely fashion in the Official Records of Napa County, California, and may re-record it at any time as may be required to preserve the Trust's rights in this Deed of Easement.

17. Negation of Partnership. Nothing in this Deed of Easement or its performance shall be construed to create between the Trust and Grantor, or any of their respective affiliates, a partnership or joint venture or the relationship of master and servant or principal and agent.

18. General Provisions.

18.1. Controlling Law. The interpretation and performance of this Deed of Easement shall be governed by the laws of the State of California.

18.2. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed of Easement shall be liberally construed in favor of the grant to effect the purpose of this Deed of Easement and the policy and purpose of Section 815 et seq. of the California Civil Code. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Deed of Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

18.3. Severability. If any provision of this Deed of Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed of Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

18.4. Entire Agreement. This Deed of Easement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all

18.8. Termination of Rights and Obligations. A party's rights and obligations under this Deed of Easement terminate upon transfer of the party's interest in the Deed of Easement or the Property, except that liability for acts or omissions occurring prior to transfer and the obligations in Paragraph 8 shall survive transfer.

18.9. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto the Trust, its successors and assigns, WITNESS the following signatures.

GRANTORS

Dated: 12/23/99

Jack H. Newell Sr.
JACK H. NEWELL, SR., Trustee
of the Jack and Bernice Newell Family Trust,
created on November 25, 1991

Dated: 12/23/99

Bernice Newell
BERNICE NEWELL, Trustee
of the Jack and Bernice Newell Family Trust,
created on November 25, 1991

THE TRUST

NAPA COUNTY LAND TRUST
A California Nonprofit Corporation

Dated: December 19, 1999

By: Ann Taylor Schwing
ANN TAYLOR SCHWING
Its: President

STATE OF CALIFORNIA }
}ss
COUNTY OF NAPA }

On 12/23/99 before me, Tami M. Robles, Notary Public of the State of California, personally appeared Jack H. Newell SR. & Bernice Newell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature Tami M. R

Seal

TAMI M. ROBLES
COMM. # 1211704
NOTARY PUBLIC-CALIFORNIA
NAPA COUNTY
COMM. EXP. FEB. 26, 2003

STATE OF CALIFORNIA }
}ss
COUNTY OF NAPA }

On Dec. 19, 1999 before me, Martha A. Wise, Notary Public of the State of California, personally appeared Ann Taylor Schwing, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Martha A. Wise

Seal

MARTHA A. WISE
COMM. #1154174
NOTARY PUBLIC - CALIFORNIA
NAPA COUNTY
My Comm. Expires SEP 02, 2001

SCHEDULE OF EXHIBITS

A. Metes and Bounds Description of Property Subject to Deed of Easement (see Recital A)

B. Metes and Bounds Description of Off-Site Mitigation Habitat Location (see Paragraph 4.12)

EXHIBIT "A"

All that real property situate in Sections 19 and 20 in Township 4 North, Range 3 West, Mount Diablo Base and Meridian, in Napa County, California, and being all of Parcel Two and a portion of Parcel One as said Parcels are described in the deed to Jack H. Newell, Sr. and Bernice Newell, Trustees of The Jack and Bernice Newell Family Trust recorded January 25, 1993 as Document Number 1993-002405 in the Office of the Recorder, said Napa County, and more particularly described as follows:

Beginning at the most southeasterly corner of the tract of land shown as surveyed on the map of record in Book 21 of Surveys at page 69 in said Recorder's office and running thence South 63°58'34" East 1226.18 feet to a fence corner; thence following said fence, South 18°01'37" West 778.80 feet to a rebar monument; thence North 89°49'05" East 2383.64 feet to the most westerly corner of Parcel 3 as it is shown on the map of record in Book 13 of Parcel Maps at page 11 in said Recorder's office; thence following the northerly line of said Parcel 3, North 88°20'58" East 829.37 feet; thence South 88°43'18" East 316.53 feet; thence South 87°05'35" East 431.33 feet; thence South 89°21'25" East 134.32 feet to the Napa-Solano County line; thence following said County line North 45°02'08" West 338.67 feet to a stone monument; thence North 18°59'40" West 774.61 feet; thence North 47°14'20" West 932.33 feet to a stone monument; thence North 24°42'36" West 451.49 feet to a stone monument; thence North 32°30'14" East 959.68 feet; thence North 6°30'33" West 694.19 feet to a stone monument; thence North 37°11'09" East 275.22 feet to a stone monument; thence North 28°34'06" West 1743.55 feet; thence North 73°23'35" East 1966.50 feet; thence North 37°19'36" West 949.60 feet to the most southerly corner of Parcel C as it is shown on the map of record in Book 10 of Parcel Maps at pages 87-88 in said Recorder's office; thence following last said Parcel's southerly line North 88°30'33" West 2030.27 feet; thence North 89°18'20" West 926.60 feet to a fence corner; thence South 12°58'45" West 1761.51 feet; thence South 17°36'30" West 272.58 feet; thence South 16°18'47" West 1159.62 feet to a fence corner, last said fence corner bearing North 12°57'09" East 1236.18 feet and North 30°26'33" East from the point of beginning of this description; thence from last said fence corner North 76°57'08" West 2473.67 feet to a point, said point bearing South 76°57'08 East 1207.34 feet from an angle iron fence post; thence from said point South 13°02'52" West 1164.17 feet; thence due West 827.94 feet; thence South 50°48'37" West 84.28 feet to a line running parallel to a creek, paralleling the meanderings thereof, and 50.00 feet north and northwesterly therefrom; thence along said parallel line the following courses and distances:

North 82°36'04" West 58.74 feet,
North 52°14'07" West 110.24 feet,
South 80°13'59" West 49.39 feet,
South 23°21'19" West 92.39 feet,
South 69°46'26' West 74.55 feet,
North 81°53'58" West 84.69 feet,
South 25°20'00" West 150.31 feet,
South 1°50'52" West 143.25 feet,
North 88°15'48" West 81.67 feet,
South 15°56'58" West 94.29 feet,
South 55°14'13" West 83.12 feet,
South 0°43'01" East 126.71 feet,
South 27°13'07" West 100.83 feet,
South 34°49'17" East 210.64 feet,

Legal Description
(Continued)

South 14°29'48" East 37.36 feet,
South 48°21'11" West 58.55 feet,
South 27°02'46" West 44.76 feet,
South 68°12'38" West 144.46 feet,
South 18°35'31" West 85.23 feet,
South 52°13'56" West 121.06 feet and
South 10°25'54" East 91.68 feet to the intersection of said parallel line with a line running parallel to, and 170.00 feet northwesterly therefrom, the southeasterly line of said Parcel One as described in the aforesaid Document Number 1993-002405; thence along last said parallel line South 38°42'00" West 1302.56 feet to the intersection thereof with the western line of said Parcel One; thence along said western line South 6°48'00" East 238.35 feet, more or less, to the most southern corner thereof, said southern corner being also the most western corner of a tract of land described in the Deed to Bernice Newell recorded September 10, 1986 in Book 1465 at page 276 of Official Records in said Recorder's office; thence North 38°42'00" East 2549.64 feet to a fence corner; thence South 67°32'00" East 1113.69 feet to a rebar monument; thence South 19°26'40" West 137.11 feet to a fence corner; thence South 73°31'26" East 627.56 feet; thence South 74°47'05" East 420.45 feet; thence South 70°29'46" East 402.60 feet; thence South 73°39'24" East 168.16 feet; thence South 64°27'00" East 232.98 feet to the point of beginning.

END OF DOCUMENT

EXHIBIT B
(Description of Mitigation Area for the California Red-Legged Frog)

All that real property situate in Section 19 in Township 4 North, Range 3 West, Mount Diablo Base and Meridian, in Napa County, California, and being a portion of Parcel One as said Parcel is described in the deed to Jack H. Newell, Sr. and Bernice Newell, Trustees of The Jack and Bernice Newell Family Trust recorded January 25, 1993 as Document Number 1993-002405 in the Office of the Recorder, said Napa County, and more particularly described as follows:

Beginning at the most southern corner of the aforesaid Parcel One, said southern corner being also the most western corner of a tract of land described in the Deed to Bernice Newell recorded September 10, 1986 in Book 1465 at page 276 of Official Records in said Recorder's office; thence North 38°42'00" East 2549.64 feet to a fence corner; thence North 21°00'12" West 530.03 feet to a line running parallel to a creek, paralleling the meanderings thereof, and 50.00 feet north and northwesterly therefrom; thence along said parallel line the following courses and distances:
South 69°46'26' West 74.55 feet,
North 81°53'58" West 84.69 feet,
South 25°20'00" West 150.31 feet,
South 1°50'52" West 143.25 feet,
North 88°15'48" West 81.67 feet,
South 15°56'58" West 94.29 feet,
South 55°14'13" West 83.12 feet,
South 0°43'01" East 126.71 feet,
South 27°13'07" West 100.83 feet,
South 34°49'17" East 210.64 feet,
South 14°29'48" East 37.36 feet,
South 48°21'11" West 58.55 feet,
South 27°02'46" West 44.76 feet,
South 68°12'38" West 144.46 feet,
South 18°35'31" West 85.23 feet,
South 52°13'56" West 121.06 feet and
South 10°25'54" East 91.68 feet to the intersection of said parallel line with a line running parallel to, and 170.00 feet northwesterly therefrom, the southeasterly line of said Parcel One as described in the above mentioned Document Number 1993-002405; thence along last said parallel line South 38°42'00" West 1302.56 feet to the intersection thereof with the western line of said Parcel One; thence along said western line South 6°48'00" East 238.35 feet, more or less, to the point of beginning.

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Appendix B.

Vascular Plants Occurring at Newell Canyon Open Space

SCIENTIFIC NAME	COMMON NAME
PTERIDOPHYTES - FERNS AND ALLIES	
Adiantum jordanii	California maidenhair fern
Dryopteris arguta	California wood fern
Equisetum laevigatum	Braun's scouring rush
Equisetum telmateia* ssp. *braunii	giant horsetail
Pentagramma triangularis* ssp. *triangularis	goldenback fern
Polypodium glycyrrhiza	Polypody
***Polystichum imbricans* ssp.**	sword fern
Pteridium aquilinum* var. *pubescens	western bracken
ANTHOPHYTES - FLOWERING PLANTS	
Toxicodendron diversilobum	poison oak
Angelica californica	California angelica
Heracleum lanatum	cow parsnip
Lomatium macrocarpum	large-fruited lomatium
Lomatium nudicaule	pestle parsnip
Lomatium utriculatum	foothill lomatium
Osmorhiza chilensis	mountain sweet cicely
Perideridia kelloggii	Kellogg's yampah
Sanicula bipinnatifida	purple sanicle
Sanicula crassicaulis	pacific snakeroot
Scandix pectin-veneris	Spanish needles *
Torilis nodosa	knotted hedge parsley *
Aristolochia californica	dutchman’s pipe
Achillea millefolium	common yarrow
Agoseris grandiflora	large-flowered agoseris
Artemisia douglasiana	Douglas's mugwort
Artemisia californica	California sagebrush
Baccharis pilularis	coyote brush
Balsamorhiza macrolepis* ssp. *macrolepis	California balsamroot
Carduus pycnocephalus	Italian thistle *
Centaurea calcitrapa	purple star thistle *
Centaurea solstitialis	yellow star thistle *
Cirsium vulgare	bull thistle *
Cotula coronopifolia	brass buttons *
Erigeron petrophilus* ssp. *petrophilus	rock daisy
Eriophyllum lanatum* var. *achillaeoides	woolly sunflower
Gnaphalium canescens* ssp. *beneolens	slender cudweed
Gnaphalium purpureum	purple cudweed
Gnaphalium stramineum	cotton-batting plant
Hemizonia congesta* ssp. *luzulifolia	hayfield tarweed
Hesperevax sparsiflora* var. *sparsiflora	erect hesperevax
Heterotheca sessiliflora* ssp. *bolanderi	Bolander's hairy golden aster
Lagophylla ramosissima	common hareleaf
Madia gracilis	slender madia
Picris echioides	prickly ox-tongue*
Silybum marianum	milk thistle *
Sonchus oleraceus	sow thistle *
Wyethia angustifolia	narrow-leaved mule ears

SCIENTIFIC NAME	COMMON NAME
Wyethia glabra	glossy mule ears
Berberis pinnata* ssp. *pinnata	California mahonia
Corylus cornuta* var. *californica	California hazelnut
Amsinckia menziesii* ssp. *intermedia	common fiddleneck
Cynoglossum grande	grand hound's tongue
Brassica niger	black mustard*
Cardamine californica* ssp. *californica	California milkmaids
***Erysimum capitatum* var.**	wallflower
Rorippa nasturtium-aquaticum	watercress
Sisymbrium officianale	hedge mustard*
Lonicera hispidula* var. *vacillans	hairy honeysuckle
Sambucus mexicana	desert elderberry
Symphoricarpus albus* ssp. *laevigatus	common snowberry
Silene californica	California Indian pink
Silene gallica	windmill pink *
Stellaria media	common chickweed *
Calystegia subacaulis* ssp. *subacaulis	hill morning glory
***Calystegia* ssp.**	morning glory
Dudleya cymosa* ssp. *cymosa	live forever
Marah fabaceus	California manroot
Dipsacus sativus	Fuller's teasel *
Arbutus menziesii	madrone
Lathyrus jepsonii* ssp. *californicus	Jepson's pea
Lathyrus vestitus* var. *vestitus	hillside pea
Lotus corniculatus	bird's foot trefoil *
Lupinus bicolor	miniature lupine
Lupinus succulentus	succulent lupine
Medicago arabica	black medic *
Medicago polymorpha	bur clover*
Trifolium dubium	shamrock*
Trifolium hirtum	rose clover
Trifolium subterraneum	subterranean clover *
Vicia americana* var. *americana	American vetch
Vicia sativa* ssp. *nigra	winter vetch *
Vicia sativa* ssp. *sativa	spring vetch *
Erodium botrys	long-beaked filaree *
Erodium cicutarium	red-stemmed filaree *
Geranium dissectum	cut-leaved geranium *
Geranium molle	dove's foot geranium *
Ribes victoris	Victor’s gooseberry
Aesculus californica	buckeye
Phacelia distans	common phacelia
Phacelia imbricata	imbricate phacelia
Nemophila heterophylla	woodland nemophila
Marrubium vulgare	horehound*
Mentha pulegium	pennyroyal *
Monardella villosa* ssp. *villosa	coyote mint
Stachys ajugoides* var. *ajugoides	hedge nettle
Stachys ajugoides* var. *rigida	rigid hedge nettle
Umbellularia californica	California bay
Lythrum hyssopifolia	hyssop-leaved loosestrife *
Eucalyptus globules	blue gum *
Epilobium brachycarpum	panicled willowherb

SCIENTIFIC NAME	COMMON NAME
Zauschneria californica	California fuchsia
Eschscholzia californica	California poppy
Platystemon californicus	cream cups
Plantago erecta	dwarf plantain
Plantago subnuda	Mexican plantain
Plantago lanceolata	English plantain *
Eriogonum nudum* var. *oblongifolium	nudestem buckwheat
Rumex acetosella	sheep sorrel *
Rumex crispus	curly dock*
Claytonia perfoliata* ssp. *perfoliata	miner's lettuce
Anagallis arvensis	scarlet pimpernel *
Ranunculus californicus	California buttercup
Ranunculus muricatus	prickleseed buttercup *
Rhamnus californica* ssp. *californica	California coffeberry
Acaena pinnatifida* var. *californica	California acaena
Holodiscus discolor	ocean spray
Malus sylvestris	apple*
***Potentilla glandulosa* ssp.**	sticky cinquefoil
Rosa californica	California rose
Rosa spithamea	ground rose
Rubus discolor	Himalayan blackberry
Rubus ursinus	California blaclkberry
Galium aparine	cleavers*
Galium murale	wall bedstraw *
Galium porrigens* ssp. *porrigens	climbing bedstraw
Salix exigua	sandbar willow
Salix lasiolepis	arroyo willow
Salix lucida* ssp. *lasiandra	red willow
Lithophragma affine	woodland star
Bellardia trixago	bellardia *
Castilleja affinis* ssp. *affinis	coast paintbrush
Castilleja affinis* ssp. *neglecta	Tiburon paintbrush
Castilleja exserta* ssp. *exserta	purple owl's clover
Castilleja rubicundula* ssp. *lithspermoides	cream sacs
Mimulus aurantiacus	sticky monkeyflower
Mimulus guttatus	seep-spring monkeyflower
Scrophularia californica ssp.	California figwort
Triphysaria pusilla	dwarf owl's clover
Veronica americana	American brooklime
Solanum americanum	small flowered nightshade
Solanum umbelliferum	blue witch
Urtica dioca* ssp. *holsericea	hoary nettle
Viola pedunculata	Johnny jump-ups
Phoradendron macrophyllum	long-spiked mistletoe
Carex barbarae	Santa Barbara sedge
Carex deweyana* var. *leptopoda	short-scaled sedge
Cyperus eragrostis	yellow-nutsedge
Eleocharis macrostachya	creeping spikerush
Scirpus koilolepis	keeled clubrush
Scirpus americanus	American bulrush
Iris macrosiphon	bowl-tubed iris
Sisyrinchium bellum	blue-eyed grass
Juncus balticus	Baltic rush

SCIENTIFIC NAME	COMMON NAME
Juncus effusus* var. *pacificus	pacific bog rush
Juncus mexicanus	Mexican rush
Juncus xiphioides	Iris-leaved rush
Luzula subsessilis	common wood rush
Allium serra	serrated onion
Calochortus luteus	gold nuggets
Chlorogalum pomeridianum* var. *pomeridianum	Indian soap
Dichelostemma capitatum* ssp. *capitatum	blue dies
Dichelostemma congestum	ookow
Disporum hookeri	Hooker's fairy bells
Smilacina stellata	star false solomon·s seal
Trillium chloropetalum	giant trillium
Zigadenus fremontii	Fremont's star lily
Corallorhiza striata	striped coral root
Avena barbata	wild oats*
Bromus carinatus* var. *carinatus	California brome
Bromus daindrus	rip-gut grass *
Bromus hordeaceus	soft chess*
Bromus laevipes	woodland brome
Cynsurus echinatus	dogtail grass *
Elymus elymoides* ssp. *elymoides	bottlebrush squirrel-tail
Elymus glaucus* ssp. *glaucus	western rye grass
Elymus multisetus	big squirrel-tail
Hordeum brachyantherum* ssp. *brachyantherum	meadow barley
Hordeum marinum* ssp. *gussoneanum	Mediterranean barley *
Leymus triticoides	alkali rye
Lolium multiflorum	Italian rye *
Melica californica	California melica
Nassella lepida	small-flowered neddlegrass
Nassella pulchra	purple needlegrass
Poa annua	annual bluegrass *
Poa secunda* ssp. *secunda	pine bluegrass
Phalaris paradoxa	paradox canary grass *
Polypogon monspeliensis	rabbit's foot*
Typha angustifolia	Narrow-leaved cat-tail
** Non-native species*	

Appendix C.

Wildlife species observed in and around Newell Canyon Open Space

SCIENTIFIC NAME	COMMON NAME	STATUS[1]	SOURCE	
			DATABASE[2]	WRA[3]
Mammals				
Canis latrans	coyote (scat)		X	X
Lepus californicus	black-tailed jackrabbit		X	
Microtus californicus	California vole		X	
Odocoileus hemionus columbianus	black-tailed deer (tracks, scat)		X	X
Birds				
Accipiter cooperii	Cooper's hawk		X	
Accipiter striatus	sharp-shinned hawk		X	
Aeronautes saxatalis	white-throated swift		X	
Agelaius phoeniceus	red-winged blackbird		X	X
Aimophila ruficeps	rufous-crowned sparrow		X	
Ammodramus savannarum	grasshopper sparrow	SSC	X	
Anas acuta	northern pintail		X	
Anas crecca	green-winged teal		X	
Anas platyrhynchos	mallard		X	
Anas strepera	gadwall		X	
Anser albifrons	greater white-fronted goose		X	
Anthus rubescens	American pipit		X	
Aphelocoma californica	California scrub-jay		X	X
Aquila chrysaetos	golden eagle	GBEPA	X	X
Ardea alba	great egret		X	

SCIENTIFIC NAME	COMMON NAME	STATUS[1]	SOURCE	
			DATABASE[2]	WRA[3]
Ardea herodias	great blue heron		X	
Baeolophus inornatus	oak titmouse		X	
Bombycilla cedrorum	cedar waxwing		X	
Branta canadensis	Canada goose		X	
Branta hutchinsii	cackling goose		X	
Bubo virginianus	great horned owl		X	
Bucephala clangula	common goldeneye		X	
Buteo jamaicensis	red-tailed hawk		X	X
Buteo lagopus	rough-legged hawk		X	
Buteo lineatus	red-shouldered hawk		X	
Buteo regalis	ferruginous hawk		X	
Buteo swainsoni	Swainson's hawk	ST	X	
Butorides virescens	green heron		X	
Callipepla californica	California quail		X	X
Calypte anna	Anna's hummingbird		X	X
Cardellina pusilla	Wilson's warbler		X	
Cathartes aura	turkey vulture		X	X
Catharus guttatus	hermit thrush		X	
Catharus ustulatus	Swainson's thrush		X	
Certhia americana	brown creeper		X	
Ceryle alcyon	belted kingfisher		X	
Charadrius vociferus	killdeer		X	

SCIENTIFIC NAME	COMMON NAME	STATUS[1]	SOURCE	
			DATABASE[2]	WRA[3]
Chen caerulescens	snow goose		X	
Chondestes grammacus	lark sparrow		X	
Circus cyaneus	northern harrier	SSC	X	X
Cistothorus palustris	marsh wren		X	
Colaptes auratus	northern flicker		X	X
Columba livia	rock pigeon (*non-native*)		X	X
Contopus cooperi	olive-sided flycatcher	SSC	X	
Contopus sordidulus	western wood-pewee		X	
Corvus brachyrhynchos	American crow		X	
Corvus corax	common raven		X	X
Cyanocitta stelleri	Steller's jay		X	
Elanus leucurus	white-tailed kite	SFP	X	X
Empidonax difficilis	western flycatcher		X	
Empidonax traillii	willow flycatcher		X	
Eremophila alpestris	horned lark		X	
Euphagus cyanocephalus	Brewer's blackbird		X	
Falco columbarius	merlin		X	
Falco mexicanus	prairie falcon		X	
Falco peregrinus	peregrine falcon	X	X	
Falco sparverius	American kestrel		X	X
Fulica americana	American coot		X	
Gallinago delicata	Wilson's snipe		X	

SCIENTIFIC NAME	COMMON NAME	STATUS[1]	SOURCE	
			DATABASE[2]	WRA[3]
Geothlypis trichas	common yellowthroat	SSC	X	
Haemorhous mexicanus	house finch		X	X
Haemorhous purpureus	purple finch		X	
Hirundo rustica	barn swallow		X	
Hydroprogne caspia	Caspian tern		X	
Icterus bullockii	Bullock's oriole		X	
Icterus cucullatus	hooded oriole		X	
Ixoreus naevius	varied thrush		X	
Junco hyemalis	dark-eyed junco		X	
Lanius ludovicianus	loggerhead shrike	SSC	X	
Larus smithsonianus	American herring gull		X	
Larus californicus	California gull		X	
Larus delawarensis	ring-billed gull		X	
Larus occidentalis	western gull		X	
Megascops kennicottii	western screech-owl		X	
Melanerpes formicivorus	acorn woodpecker		X	
Melanerpes lewis	Lewis's woodpecker		X	
Meleagris gallopavo	wild turkey (*non-native*)		X	
Melospiza lincolnii	Lincoln's sparrow		X	
Melospiza melodia	song sparrow		X	X
Melozone crissalis	California towhee		X	X
Mimus polyglottos	northern mockingbird		X	

SCIENTIFIC NAME	COMMON NAME	STATUS[1]	SOURCE	
			DATABASE[2]	WRA[3]
Molothrus ater	brown-headed Cowbird		X	
Myadestes townsendi	Townsend's solitaire		X	
Myiarchus cinerascens	ash-throated flycatcher		X	
Numenius americanus	long-billed curlew		X	
Nycticorax nycticorax	black-crowned night-heron		X	
Oreothlypis celata	orange-crowned warbler		X	
Oreothlypis ruficapilla	Nashville warbler		X	
Pandion haliaetus	osprey		X	
Passer domesticus	house sparrow (*non-native*)		X	
Passerculus sandwichensis	savannah sparrow		X	X
Passerella iliaca	fox sparrow		X	X
Passerina amoena	lazuli bunting		X	
Passerina caerulea	blue grosbeak		X	
Patagioenas fasciata	band-tailed pigeon		X	
Pelecanus erythrorhynchos	American white pelican (flyover)	SSC	X	
Petrochelidon pyrrhonota	cliff swallow		X	
Phalacrocorax auritus	double-crested cormorant		X	
Phalaenoptilus nuttallii	common poorwill		X	
Phasianus colchicus	ring-necked pheasant		X	
Pheucticus melanocephalus	black-headed grosbeak		X	
Picoides nuttallii	Nuttall's woodpecker		X	
Picoides pubescens	downy woodpecker		X	X

SCIENTIFIC NAME	COMMON NAME	STATUS[1]	SOURCE	
			DATABASE[2]	WRA[3]
Picoides villosus	hairy woodpecker		X	
Pipilo maculatus	spotted towhee		X	X
Piranga ludoviciana	western tanager		X	
Poecile rufescens	chestnut-backed chickadee		X	
Polioptila caerulea	blue-gray gnatcatcher		X	
Pooecetes gramineus	vesper sparrow		X	
Porzana carolina	sora		X	
Psaltriparus minimus	bushtit		X	
Rallus limicola	Virginia rail		X	
Regulus calendula	ruby-crowned kinglet		X	X
Regulus satrapa	golden-crowned kinglet		X	
Salpinctes obsoletus	rock wren		X	
Sayornis nigricans	black phoebe		X	X
Sayornis saya	Say's phoebe		X	X
Selasphorus rufus	rufous hummingbird		X	
Selasphorus sasin	Allen's hummingbird		X	
Setophaga coronata	yellow-rumped warbler		X	X
Setophaga nigrescens	black-throated gray warbler		X	
Setophaga occidentalis	hermit warbler		X	
Setophaga petechia	yellow warbler	SSC	X	
Sialia mexicana	western bluebird		X	X
Sitta canadensis	red-breasted nuthatch		X	

SCIENTIFIC NAME	COMMON NAME	STATUS[1]	SOURCE	
			DATABASE[2]	WRA[3]
Sitta carolinensis	white-breasted nuthatch		X	
Sphyrapicus ruber	red-breasted sapsucker		X	
Spinus lawrencei	Lawrence's goldfinch		X	
Spinus pinus	pine siskin		X	
Spinus psaltria	lesser goldfinch		X	X
Spinus tristis	American goldfinch		X	X
Spizella passerina	chipping sparrow		X	
Stelgidopteryx serripennis	northern rough-winged swallow		X	
Streptopelia decaocto	Eurasian collared-dove (*non-native*)		X	
Sturnella neglecta	western meadowlark		X	X
Sturnus vulgaris	European starling (*non-native*)		X	X
Tachycineta bicolor	tree swallow		X	
Tachycineta thalassina	violet-green swallow		X	
Thryomanes bewickii	Bewick's wren		X	
Tringa melanoleuca	greater yellowlegs		X	
Troglodytes aedon	house wren		X	
Turdus migratorius	American robin		X	
Tyto furcata	American barn owl		X	
Vireo cassinii	Cassin's vireo		X	
Vireo gilvus	warbling vireo		X	
Vireo huttoni	Hutton's vireo		X	
Zenaida macroura	mourning dove		X	X

SCIENTIFIC NAME	COMMON NAME	STATUS[1]	SOURCE	
			DATABASE[2]	WRA[3]
Zonotrichia atricapilla	golden-crowned sparrow		X	X
Zonotrichia leucophrys	white-crowned sparrow		X	X
Reptiles				
Elgaria multicarinata	southern alligator lizard		X	
Pituophis catenifer	gopher snake		X	
Sceloporus occidentalis	western fence lizard		X	
Thamnophis atratus	aquatic garter snake		X	
Thamnophis elegans	western terrestrial garter snake		X	
Amphibians				
Batrachoseps attenuatus	California slender salamander		X	
Pseudacris regilla	Pacific treefrog (chorus frog)		X	X
Taricha torosa	California newt		X	

[1] *GBEPA = Golden and Bald Eagle Protection Act species; SFP = State Fully Protected Species; SSC = State Species of Special Concern; ST = State Threatened.*

[2] *Listed compiled from a review of eBird (2025) and iNaturalist (2025).*

[3] *Observations restricted to WRA's January 17, 2025 site visit.*

1999-0039134

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County Of
NAPA
JOHN TUTEUR
Recorder

08:52AM 28-Dec-1999

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Page 1 of 23

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

NAPA COUNTY LAND TRUST
1040 Main Street, Suite 203
Napa, California 94559
Telephone: (707) 252-3270

APN 059-030-002 & PTN 001

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT (the "Deed of Easement") is made as of the date of recordation in the Napa County Recorder's office by JACK H. NEWELL, SR., and BERNICE NEWELL, Trustees of the Jack and Bernice Newell Family Trust, created on November 25, 1991 ("Grantors"), having an address at 285 American Canyon Road, American Canyon, California 94589, in favor of the NAPA COUNTY LAND TRUST, a California nonprofit corporation (the "Trust"), having an address at 1040 Main Street, Suite 203, Napa, CA 94559.

RECITALS

A. Grantors are the sole owners in fee simple of certain real property in Napa County, California, designated as all of Assessor's Parcel Number 059-030-002 and an approximately 145.42-acre portion of Assessor's Parcel Number 059-030-001 on the Napa County Assessor's Maps currently in effect, collectively consisting of a total of approximately six hundred forty-two (642) acres, and more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property").

B. The Property possesses natural, scenic, open space, historical, agricultural, educational, and recreational values (collectively, the "Conservation Values") of great importance to Grantors, the people of Napa County, and the people of the State of California.

C. In particular, the Property constitutes part of the eastern backdrop of the City of American Canyon and extends to the Solano County line, providing for invaluable preservation of open space, viewshed, and wildlife habitat. The property also contains a rare population of the federally endangered Tiburon paintbrush (*Castilleja affinis spp. neglecta)*, as well as important natural habitat

for a variety of birds and mammals, including an important wintering area for a significant population of Golden Eagles. In addition, the Property contains an important Coast Live Oak forest that is over 200 years old.

D. The specific Conservation Values of the Property are further documented in an inventory of relevant features of the Property, dated December 17, 1999, on file at the offices of the Trust and incorporated by this reference (the "Baseline Documentation"), consisting of reports, maps, photographs, and other documentation which the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which are intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this grant.

E. Grantors intend that the Conservation Values of the Property be preserved and maintained by permitting only those uses of the Property that do not significantly impair or interfere with the Conservation Values.

F. Napa County has a long-standing conservation policy to provide for the preservation of lands both for agricultural production and for watershed for that production by using, whenever possible, exclusive agricultural or agricultural watershed zoning. The Property is presently zoned "Agricultural Watershed."

G. Grantors further intend, as owners of the Property, to convey to the Trust the right to preserve and protect the Conservation Values of the Property in perpetuity.

H. The Trust is a publicly supported, tax-exempt nonprofit organization, and a qualified organization under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Internal Revenue Code"), whose primary purpose is the preservation, protection, and enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open-space condition.

I. Immediately following this grant of a conservation easement, Grantors intend to donate the underlying fee simple interest in the Property to the City of American Canyon in order to create the "Jack and Bernice Newell Open Space" (the "Open Space"). It is the intention of Grantors that the Open Space be passively used by the public for hiking, horseback riding, bicycling, picnicking, and other passive recreational uses so long as such uses do not diminish or impair other Conservation Values.

J. The City of American Canyon ("City"), since its incorporation in 1992, has formulated and implemented policies which are consistent with conservation, open space and compatible recreational use of interests in real property which it has acquired either adjacent to, or near, its prescribed limits for development. Specifically, the land use element of the City's General Plan calls for the City to "Cooperate with appropriate agencies and property owners in the establishment of a regional park in the eastern foothills and canyons of the City and establish open space linkages."

NOW, THEREFORE, the parties hereto agree as follows:

1. Grants and Purpose. In consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of California and in particular California Civil Code Section 815 et seq. (the Conservation Easement Act of 1979) and Government Code Section 51070 et seq. (the Open-Space Easement Act of 1974), Grantors hereby voluntarily grant and convey to the Trust a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth. The purpose of this Deed of Easement is to assure that the Property will be retained forever predominantly in its natural, scenic, historical, agricultural, forested, and open space condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. Grantors intend that this Deed of Easement will confine the use of the Property to such activities, including, without limitation, those involving cattle grazing and passive recreation, as are consistent with the purpose of this Deed of Easement.

2. Rights of Trust. To accomplish the purpose of this Deed of Easement, the following rights are conveyed to the Trust by Grantors:

2.1. To preserve and protect the Conservation Values of the Property;

2.2. To enter upon the Property, at reasonable times and upon prior reasonable notice to Grantors, in order to monitor compliance with and otherwise enforce the terms of this Deed of Easement; provided that the Trust shall not in any case unreasonably interfere with Grantors' use and quiet enjoyment of the Property; and

2.3. To enjoin any activity on or use of the Property that is inconsistent with the purpose of this Deed of Easement and to require the

restoration of such areas or features of the Property as may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Paragraph 6.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Deed of Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as expressly permitted in Paragraph 4 or as qualifiedly permitted in this Paragraph 3. If Grantors are uncertain whether an activity or use may have an adverse impact upon the Conservation Values that this Deed of Easement is intended to protect, Grantors shall seek the prior approval of the Trust as set forth in Paragraph 5.

3.1. The legal or de-facto subdivision of the Property, including through the granting of certificates of compliance or lot line adjustment for any purpose, except a subdivision and/or lot line adjustment of the Property and/or an adjoining parcel also owned by Grantors may be permitted for the sole purpose of facilitating a public school site adjacent to the Property. In no event, however, shall the Property, after said subdivision and/or lot line adjustment, be less than 640 acres in size.

3.2. The placement or construction of any new buildings, structures, or other improvements of any kind (including, without limitation, fences, roads, parking lots or mobile homes), except as permitted in a limited manner by Paragraphs 4.1, 4.4, 4.6, 4.9, and 4.10.

3.3. Any agricultural, commercial or industrial use of, or activity on, the Property, except for the grazing permitted by Paragraph 4.11.

3.4. Any recreational use of, or activity on, the Property, except for those passive recreational uses and activities permitted by Paragraph 4.5.

3.5. The placement of any signs or billboards on the Property, except to advertise the Property for sale or rent, to post the Property to control unauthorized entry or use, to post notice of the Deed of Easement, or to provide information to those making passive recreational use of the Property.

3.6. The installation of new, or extensions of existing, utilities (including, without limitation, water, sewer, power, fuel, and communication lines and related facilities), except to provide utilities to any caretaker's residence that may be constructed pursuant to Paragraph 4.9 or except to accommodate the passive recreational uses as set forth in Paragraphs 4.5 and 4.6.

3.7. Hunting or trapping, except with the prior written consent of the Trust, such consent to be given only to the extent necessary to allow ecological research or to maintain the ecological balance in the area of the Property, or as reasonably necessary for agricultural purposes.

3.8. The operation of any motorized vehicle for any purpose, except for emergency use, permitted agricultural or residential uses, or for maintenance of the Property or permitted facilities.

3.9. The pruning, felling, or other destruction or removal of dead or living native trees, except as necessary to control or prevent hazards, disease, or fire.

3.10 Any alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod.

3.11. Mining, drilling, exploration for, or extraction of minerals, hydrocarbons, steam, soils, or other materials on or below the surface of the Property, except as may be necessary to carry out the permitted uses set forth in Paragraph 4.

3.12. Any use or activity that causes or is likely to cause soil degradation or erosion, or pollution of any surface or subsurface waters.

3.13. The alteration or manipulation of any water courses located on the Property, or the creation of any new water impoundments or water courses, for any purpose other than for agricultural uses of the Property permitted herein or for protection of sensitive plant or animal habitat, including, but not limited to the provisions of Paragraphs 4.12 and 4.13.

3.14. The dumping or other disposal of wastes, refuse, and debris on the Property, except that which is generated by agricultural and passive recreational activities permitted herein and disposed of in a lawful manner.

3.15. The shooting of guns (except for purposes of the exceptions to Paragraph 3.7), explosives, or fireworks.

4. Reserved Rights. Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in, all uses of the Property that are neither expressly prohibited

herein nor inconsistent with the purpose of this Deed of Easement. In addition, Grantors are permitted to engage in the following activities, whether or not they are inconsistent with the purpose of this Deed of Easement, but, when doing so, Grantors shall make a good-faith effort to minimize consequences that would impair or interfere with the Conservation Values of the Property.

4.1. To maintain or construct fencing necessary for establishment of the perimeter of the Property, for the grazing purposes permitted by Paragraph 4.11, for the equestrian center permitted by Paragraph 4.6, so long as the fencing does not inhibit the free movement of wildlife, or for the enhancement and/or protection of riparian corridors or other sensitive habitats.

4.2. To prevent entry on the Property by unauthorized persons.

4.3. To maintain in their present condition and width roads and trails currently existing on the Property, if necessary for agricultural and passive recreational uses of the Property permitted herein.

4.4. To construct new trails, if necessary for agricultural and passive recreational uses of the Property permitted herein; provided, however, that such construction is subject to the prior written approval of the Trust pursuant to the provisions of Paragraph 5.

4.5. To engage in and permit others to engage in the following recreational uses and activities of a low-density, passive nature: hiking; horseback riding; bicycling; overnight tent camping; casual picnicking; wildlife observation, nature study, and environmental education; photography; kite flying; scenery painting; and meditating. Up to three (3) non-commercial events may be held annually to assist in raising funds to be used in the operation and maintenance of the Property. No other recreational uses or activities shall be permitted without the prior written consent of the Trust pursuant to the provisions of Paragraph 5. All such non-commercial events and recreational uses and activities shall be subject to whatever terms, conditions, restrictions, and limitations may be set forth in the plan referred to in Paragraph 4.7.

4.6. To construct, maintain, repair, and replace the following improvements in order to accommodate the passive recreational uses and activities permitted in Paragraph 4.5: a paved parking lot with a maximum capacity of 50 vehicles; sanitary facilities; and primitive campsites. Subject to the plan set forth in Paragraph 4.7, an equestrian center, not to exceed 2 acres in size, may also be constructed on the Property, which may include an indoor arena and boarding

stables. No other accommodating improvements shall be permitted without the prior written consent of the Trust pursuant to the provisions of Paragraph 5.

4.7. To develop a plan setting forth the terms and conditions on which members of the public may make use of the Property for permitted passive recreational activities, including, without limitation, restrictions and limitations on the hours of use, the areas of use, and the number of people who may come onto the Property to engage in such permitted activities at any given time; provided, however, that said plan, and any amendments thereto, are subject to the prior written approval of the Trust pursuant to the provisions of Paragraph 5; and provided further that development of the Property for any amusement or theme park, golf course, tennis courts, swimming pools, playing fields, or similar active recreational uses is prohibited; and provided further that any uses otherwise permitted that would require more than two percent (2%) of the total land area to be paved or developed with impervious surfaces (including, but not limited to, roads, parking lots, roofs, and similar improvements), excluding impervious surfaces existing as of the date of this Deed of Easement, are also prohibited. The plan also will examine possible restrictions on the use of bicycles on the Property, with consideration being given to such factors as the potential threat of erosion and other harm to the terrain, the nature of the proposed uses, and the ability of Grantors to afford the cost of mitigating any damage to the Property or injury to other users of the Property that might be caused by such proposed bicycle uses.

4.8. To restore land damaged by fire, flood, earthquake, wind, or other forces.

4.9. To construct a single-family residence no greater than two thousand (2,000) square feet for use as a caretaker's residence.

4.10. To maintain, repair, replace, and/or improve the existing barn, so long as it remains in its present location and does not increase in height or size.

4.11. To graze any species, provided that a "custom range land inventory" and a "proper grazing use plan" or a future equivalent as approved by the USDA Natural Resource Conservation Service, or any successor or equivalent agency, are obtained and complied with.

4.12. For the benefit of the original Grantors and at the original Grantors' sole expense, to preserve, enhance, restore, or create habitat for off-site mitigation associated with the Village Green Homes and Creekside Homes Development's U. S. Corps of Engineers, Title 26, Nationwide Permit for wetland

mitigation, for the California Red-Legged Frog (*Rana aurora draytonii*). Said habitat shall be in the location described in Exhibit B, which is attached hereto and incorporated by this reference. In the event that this off-site mitigation does not take place prior to January 1, 2005, this reserved right shall terminate. At the Trust's sole discretion, additional land may be added to the land described in Exhibit B at the request of the original Grantors.

4.13. At Grantors' sole expense, to preserve, enhance, restore, or create habitat on the Property in compliance with any requirements imposed upon Grantors by a governmental agency pursuant to applicable laws regarding endangered or threatened species which exist on the Property; provided, however, that Grantors shall use their best efforts to utilize no more of the Property for said purposes than is necessary to comply with such requirements.

5. Notice and Approval.

5.1. Notice of Intention to Undertake Certain Activities or Uses. The purpose of requiring Grantors to notify the Trust prior to undertaking certain activities or uses, as provided in the third sentence of Paragraph 3, is to afford the Trust an adequate opportunity to consider the proposed activities or uses to determine whether or not they are permitted under this Deed of Easement and, if it is determined that they are permitted, to monitor said activities or uses to ensure that they are designed and carried out in a manner that is consistent with the purpose of this Deed of Easement, as well as to enable Grantors to engage in permitted activities without concern as to unintended violations of this Deed of Easement. Whenever notice is required, or Grantors wish confirmation that they may proceed with an activity or use, Grantors shall solicit the approval of the Trust. Grantors shall submit a written description of the proposed activity or use, which shall be referred to herein as an "application," describing the nature, scope, design, location, timetable, and any other material aspect of the proposed activity or use in sufficient detail to permit the Trust to make an informed judgment as to its consistency with the purpose of this Deed of Easement. Within thirty (30) days after the receipt of the application, the Trust shall inform Grantors in writing whether the application is complete or whether additional, specified information is required for a complete application. In the event that the Trust reasonably determines that the advice of a consultant such as an engineer, ecologist, attorney, or surveyor is necessary to determine whether an application is complete and/or to assist the Trust in reviewing the application, a fee based upon an estimate to cover such costs will be required as part of the application.

5.2. Trust's Approval. When the Trust's approval is required or sought as set forth herein, the Trust shall grant or deny its approval in writing within sixty (60) days after receipt of Grantors' complete application. Criteria that the Trust may consider include, without limitation, compliance with the provisions of this Deed of Easement, the capability of the proposed activity or use to preserve and enhance the Conservation Values protected by this Deed of Easement, the manner in which the proposed activity or use is to be carried out, and the likely effect of the proposed activity or use upon the Conservation Values of the Property. The Trust's approval may be withheld upon a reasonable determination by the Trust that the activity or use as proposed would be inconsistent with the purpose of this Deed of Easement. The Trust acknowledges and agrees that the Property is intended to be used for passive recreational uses, and that the preservation of the Property for passive recreation by the general public is one of the conservation purposes of this Deed of Easement. Failure of the Trust to respond to a notice within sixty (60) days of receipt of that notice shall constitute a denial unless Grantors send a second notice by certified mail return, postage prepaid, return receipt requested, and an additional thirty (30) days have expired without a response, in which case the request is deemed approved.

6. Trust's Remedies.

6.1. Notice of Violation; Corrective Action. If the Trust determines that a violation of the terms of this Deed of Easement has occurred or is threatened, the Trust shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Deed of Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Trust.

6.2. Injunctive Relief. If Grantors fail to cure the violation within 10 days after receipt of notice thereof from the Trust or under circumstances where the violation cannot reasonably be cured within a 10-day period, fail to begin curing such violation within the 10-day period, or fail to continue diligently to cure such violation until finally cured, the Trust may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Deed of Easement, to enjoin the violation, ex parte if necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

6.3. Damages. The Trust shall be entitled to recover damages for violation of the terms of this Deed of Easement or injury to any of the

Conservation Values protected by this Deed of Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantors' liability therefor, the Trust, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

6.4 Emergency Enforcement. If the Trust, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, the Trust may pursue its remedies under this Paragraph 6 without prior notice to Grantors or without waiting for the period provided for cure to expire.

6.5. Scope of Relief. The Trust's rights under this Paragraph 6 apply equally in the event of either actual or threatened violations of the terms of this Deed of Easement. Grantors agree that the Trust's remedies at law for any violation of the terms of this Deed of Easement are inadequate and that the Trust shall be entitled to the injunctive relief described in Paragraph 6.2, both prohibitive and mandatory, in addition to such other relief to which the Trust may be entitled, including specific performance of the terms of this Deed of Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Trust's remedies described in this Paragraph 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6. Costs of Enforcement. All reasonable costs incurred by the Trust in enforcing the terms of this Deed of Easement against Grantors, including, without limitation, costs of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Deed of Easement shall be borne by Grantors; provided, however, that if Grantors ultimately prevail in a judicial enforcement action, Grantors shall be entitled to reimbursement for costs of suit and reasonable attorneys' fees.

6.7. Forbearance. Forbearance by the Trust to exercise its rights under this Deed of Easement in the event of any breach of any term of this Deed of Easement by Grantors shall not be deemed or construed to be a waiver by the Trust of such term or of any subsequent breach of the same or any other term of this Deed of Easement. No delay in or omission of the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

6.8. Waiver of Certain Defenses. Grantors hereby waive any defense of laches, waiver, estoppel, or prescriptive rights associated with any notice of violation, or any delay in notice of violation, under this Deed of Easement.

6.9. Acts Beyond Grantors' Control. Nothing contained in this Deed of Easement shall be construed to entitle the Trust to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. Access. Use of the Property by members of the public for the passive recreational activities permitted herein is subject to whatever terms, conditions, restrictions, and limitations may be set forth in the plan referred to in Paragraph 4.7. Should such use become inconsistent with the purpose of this Deed of Easement or impair or interfere with, or threaten to impair or interfere with, the Conservation Values of the Property public access may be denied. Should the Trust disseminate to the public any materials regarding public access to the Property, the Trust shall include a statement to the effect that public access is subject to certain terms and conditions and shall, if so requested by Grantors, include a telephone number (which shall be provided to the Trust by Grantors) for prospective visitors to call if they wish information about said terms and conditions.

8. Costs, Liabilities, Taxes, and Environmental Compliance.

8.1. Costs, Legal Requirements, and Liabilities. Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including, without limitation, the maintenance of adequate liability insurance coverage. Grantors remain solely responsible for obtaining any applicable government permits and approvals for any construction or other activity or use permitted by this Deed of Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantors shall keep the Property free of any liens arising out of any work performed for or materials furnished to Grantors.

8.2. Taxes. Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed

against the Property by competent authority (collectively "taxes"), including, without limitation, any taxes imposed upon, or incurred as a result of, this Deed of Easement, and shall furnish the Trust with satisfactory evidence of payment upon request.

8.3. Representations and Warranties. Grantors represent and warrant that, after reasonable investigation and to the best of their knowledge:

8.3.1. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any other way harmful or threatening to human health or the environment, exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, under, from, or across the Property;

8.3.2. There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

8.3.3. Grantors and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;

8.3.4. There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and

8.3.5. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantors might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

8.4. Remediation. If, at any time, there occurs, or has occurred, a release in, on, from, under, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any other way harmful or threatening

to human health or the environment, Grantors agree to take all steps necessary to assure its containment and remediation, including, without limitation, any cleanup that may be required, unless the release was caused by the Trust, in which case the Trust shall be responsible therefor.

8.5. Control. Nothing in this Deed of Easement shall be construed as giving rise, in the absence of judicial decree, to any right or ability in the Trust to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantors' activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and similar federal and state laws.

8.6. Hold Harmless. Grantors hereby release and agree to hold harmless, indemnify, and defend (with counsel reasonably acceptable to the Trust) the Trust and its members, trustees, officers, directors, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively, the "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with:

8.6.1. Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties;

8.6.2. The violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and similar state and federal laws, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property;

8.6.3. The presence or release, in, on, from, under, or about the Property at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating the air, water, or soil, or in any other way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and

8.6.4. The obligations, covenants, representations, and warranties of Paragraphs 8.1 through 8.5.

9. Extinguishment and Condemnation.

9.1. Extinguishment. If circumstances arise in the future that render the purpose of this Deed of Easement impossible to accomplish, this Deed of Easement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which the Trust shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Deed of Easement, or proportionate part thereof, as determined in accordance with Paragraph 9.2.

9.2. Valuation. This Deed of Easement constitutes a real property interest immediately vested in the Trust, which, for the purposes of Paragraph 9.1, the parties stipulate to have a fair market value determined by multiplying (1) the fair market value of the Property unencumbered by the Deed of Easement (minus any increase in value after the date of this grant attributable to improvements) by (2) the ratio of the value of the Deed of Easement at the time of this grant to the value of the Property, without deduction for the value of the Deed of Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code. For the purposes of this Paragraph 9.2, the ratio of the value of the Deed of Easement to the value of the Property unencumbered by the Deed of Easement shall remain constant.

9.3. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Deed of Easement in whole or in part, Grantors and the Trust shall act jointly to recover the full value of the interests in the Property subject to the taking or in-lieu purchase and all direct and incidental damages resulting therefrom. All expenses reasonably incurred by Grantors and the Trust in connection with the taking or in-lieu purchase shall be paid out of the amount recovered. The Trust's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Paragraph 9.2.

9.4. Application of Proceeds. The Trust shall use any proceeds received under the circumstances described in this Paragraph 9 in a manner consistent with the Trust's conservation purposes, which are exemplified by this grant.

10. Assignment. This Deed of Easement is transferable, but the Trust may assign its rights and obligations under this Deed of Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code or any successor provision then applicable, and authorized to acquire and hold conservation easements under California Civil Code Section 815.3 or any successor provision then applicable or the laws of the United States. As a condition of such transfer, the Trust shall require that the conservation purposes that this grant is intended to advance continue to be carried out. The Trust agrees to give written notice to Grantors of an assignment at least 10 days prior to the date of such assignment. The failure of the Trust to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Deed of Easement or limit its enforceability in any way.

11. Subsequent Transfers. Grantors agree to incorporate the terms of this Deed of Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property or by which they grant to a third party a right or privilege to use the Property, including, without limitation, any easement, any leasehold interest, and any license agreement. Grantors further agree to give written notice to the Trust of the transfer of any such interest or the granting of any such privilege at least thirty (30) days prior to the date of such transfer or grant. The failure of Grantors to perform any act required by this Paragraph 11 shall not impair the validity of this Deed of Easement or limit its enforceability in any way.

12. Amendment. If circumstances arise under which an amendment to or modification of this Deed of Easement would be appropriate, Grantors and the Trust are free to jointly amend this Deed of Easement; provided, however, that no amendment shall be allowed that will affect the qualification of this Deed of Easement or the status of the Trust under any applicable laws, including Section 815 et seq. of the California Civil Code or Section 170(h) of the Internal Revenue Code, and any amendment shall be consistent with the purpose of this Deed of Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the Official Records of Napa County, California. This Deed of Easement is not otherwise subject to amendment of any sort.

13. Estoppel Certificates. Upon receipt of a written request by Grantors, the Trust shall within thirty (30) days thereafter execute and deliver to Grantors, or to any person designated by Grantors, any document, including an estoppel certificate, which certifies, to the best of the Trust's knowledge, Grantors' compliance with any obligation of Grantors contained in this Deed of Easement or otherwise evidences the status of this Deed of Easement. Such certification shall be limited to the condition of the Property as of the Trust's most recent inspection. If Grantors request more current documentation, the Trust shall conduct an inspection, at Grantors' expense, within 30 days of receipt of Grantors' written request therefor.

14. Subordination. Any financing lien or encumbrance shall be subordinate to this Deed of Easement, and the parties agree to execute such documents as may be reasonably required by Grantors' lender or lenders to accomplish such subordination.

15. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, postage prepaid, return receipt requested, or delivered by a nationally recognized overnight delivery service such as Federal Express or United Parcel Service, charges prepaid or charged to the sender's account. Addresses for purpose of giving notice are as follows:

To Grantors:

Jack H. Newell, Sr., and Bernice Newell
Trustees of the Jack and Bernice Newell Family Trust
285 American Canyon Road
American Canyon, CA 94589
Telephone: (707) 553-8925

To the Trust:

Napa County Land Trust
1040 Main Street, Suite 203
Napa, CA 94559
Telephone: (707) 252-3270

or to such other address as either party from time to time shall designate by written notice to the other. When personally delivered, notice is effective upon delivery. When mailed, certified mail, postage prepaid, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt. When delivered by an overnight delivery service, notice is effective on delivery, if delivery is confirmed by the delivery service.

16. Recordation. The Trust shall record this instrument in timely fashion in the Official Records of Napa County, California, and may re-record it at any time as may be required to preserve the Trust's rights in this Deed of Easement.

Jack H. Newell, Sr., and Bernice Newell
Trustees of the Jack and Bernice Newell Family Trust
285 American Canyon Road
American Canyon, CA 94589
Telephone: (707) 553-8925

Napa County Land Trust
1040 Main Street, Suite 203
Napa, CA 94559
Telephone: (707) 252-3270

or to such other address as either party from time to time shall designate by written notice to the other. When personally delivered, notice is effective upon delivery. When mailed, certified mail, postage prepaid, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt. When delivered by an overnight delivery service, notice is effective on delivery, if delivery is confirmed by the delivery service.

16. Recordation. The Trust shall record this instrument in timely fashion in the Official Records of Napa County, California, and may re-record it at any time as may be required to preserve the Trust's rights in this Deed of Easement.

17. Negation of Partnership. Nothing in this Deed of Easement or its performance shall be construed to create between the Trust and Grantor, or any of their respective affiliates, a partnership or joint venture or the relationship of master and servant or principal and agent.

18. General Provisions.

18.1. Controlling Law. The interpretation and performance of this Deed of Easement shall be governed by the laws of the State of California.

18.2. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed of Easement shall be liberally construed in favor of the grant to effect the purpose of this Deed of Easement and the policy and purpose of Section 815 et seq. of the California Civil Code. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Deed of Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

18.3. Severability. If any provision of this Deed of Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed of Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

18.4. Entire Agreement. This Deed of Easement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all

18.8. Termination of Rights and Obligations. A party's rights and obligations under this Deed of Easement terminate upon transfer of the party's interest in the Deed of Easement or the Property, except that liability for acts or omissions occurring prior to transfer and the obligations in Paragraph 8 shall survive transfer.

18.9. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto the Trust, its successors and assigns, WITNESS the following signatures.

GRANTORS

Dated: 12/23/99

Jack H Newell Sr
JACK H. NEWELL, SR., Trustee
of the Jack and Bernice Newell Family Trust,
created on November 25, 1991

Dated: 12/23/99

Bernice Newell
BERNICE NEWELL, Trustee
of the Jack and Bernice Newell Family Trust,
created on November 25, 1991

THE TRUST

NAPA COUNTY LAND TRUST
A California Nonprofit Corporation

Dated: December 19, 1999

By: Ann Taylor Schwing
ANN TAYLOR SCHWING
Its: President

STATE OF CALIFORNIA }
}ss
COUNTY OF NAPA }

On 12/23/99 before me, Tami M. Robles, Notary Public of the State of California, personally appeared Jack H. Newell SR. & Bernice Newell personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature Tami M. R

Seal

TAMI M. ROBLES
COMM. # 1211704
NOTARY PUBLIC-CALIFORNIA
NAPA COUNTY
COMM. EXP. FEB. 26, 2003

STATE OF CALIFORNIA }
}ss
COUNTY OF NAPA }

On Dec. 19, 1999 before me, Martha A. Wise, Notary Public of the State of California, personally appeared Ann Taylor Schwing, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Martha A. Wise

Seal

MARTHA A. WISE
COMM. #1154174
NOTARY PUBLIC - CALIFORNIA
NAPA COUNTY
My Comm. Expires SEP 02, 2001

SCHEDULE OF EXHIBITS

A. Metes and Bounds Description of Property Subject to Deed of Easement (see Recital A)

B. Metes and Bounds Description of Off-Site Mitigation Habitat Location (see Paragraph 4.12)

EXHIBIT "A"

All that real property situate in Sections 19 and 20 in Township 4 North, Range 3 West, Mount Diablo Base and Meridian, in Napa County, California, and being all of Parcel Two and a portion of Parcel One as said Parcels are described in the deed to Jack H. Newell, Sr. and Bernice Newell, Trustees of The Jack and Bernice Newell Family Trust recorded January 25, 1993 as Document Number 1993-002405 in the Office of the Recorder, said Napa County, and more particularly described as follows:

Beginning at the most southeasterly corner of the tract of land shown as surveyed on the map of record in Book 21 of Surveys at page 69 in said Recorder's office and running thence South 63°58'34" East 1226.18 feet to a fence corner; thence following said fence, South 18°01'37" West 778.80 feet to a rebar monument; thence North 89°49'05" East 2383.64 feet to the most westerly corner of Parcel 3 as it is shown on the map of record in Book 13 of Parcel Maps at page 11 in said Recorder's office; thence following the northerly line of said Parcel 3, North 88°20'58" East 829.37 feet; thence South 88°43'18" East 316.53 feet; thence South 87°05'35" East 431.33 feet; thence South 89°21'25" East 134.32 feet to the Napa-Solano County line; thence following said County line North 45°02'08" West 338.67 feet to a stone monument; thence North 18°59'40" West 774.61 feet; thence North 47°14'20" West 932.33 feet to a stone monument; thence North 24°42'36" West 451.49 feet to a stone monument; thence North 32°30'14" East 959.68 feet; thence North 6°30'33" West 694.19 feet to a stone monument; thence North 37°11'09" East 275.22 feet to a stone monument; thence North 28°34'06" West 1743.55 feet; thence North 73°23'35" East 1966.50 feet; thence North 37°19'36" West 949.60 feet to the most southerly corner of Parcel C as it is shown on the map of record in Book 10 of Parcel Maps at pages 87-88 in said Recorder's office; thence following last said Parcel's southerly line North 88°30'33" West 2030.27 feet; thence North 89°18'20" West 926.60 feet to a fence corner; thence South 12°58'45" West 1761.51 feet; thence South 17°36'30" West 272.58 feet; thence South 16°18'47" West 1159.62 feet to a fence corner, last said fence corner bearing North 12°57'09" East 1236.18 feet and North 30°26'33" East from the point of beginning of this description; thence from last said fence corner North 76°57'08" West 2473.67 feet to a point, said point bearing South 76°57'08 East 1207.34 feet from an angle iron fence post; thence from said point South 13°02'52" West 1164.17 feet; thence due West 827.94 feet; thence South 50°48'37" West 84.28 feet to a line running parallel to a creek, paralleling the meanderings thereof, and 50.00 feet north and northwesterly therefrom; thence along said parallel line the following courses and distances:

North 82°36'04" West 58.74 feet,
North 52°14'07" West 110.24 feet,
South 80°13'59" West 49.39 feet,
South 23°21'19" West 92.39 feet,
South 69°46'26' West 74.55 feet,
North 81°53'58" West 84.69 feet,
South 25°20'00" West 150.31 feet,
South 1°50'52" West 143.25 feet,
North 88°15'48" West 81.67 feet,
South 15°56'58" West 94.29 feet,
South 55°14'13" West 83.12 feet,
South 0°43'01" East 126.71 feet,
South 27°13'07" West 100.83 feet,
South 34°49'17" East 210.64 feet,

Legal Description
(Continued)

South 14°29'48" East 37.36 feet,
South 48°21'11" West 58.55 feet,
South 27°02'46" West 44.76 feet,
South 68°12'38" West 144.46 feet,
South 18°35'31" West 85.23 feet,
South 52°13'56" West 121.06 feet and
South 10°25'54" East 91.68 feet to the intersection of said parallel line with a line running parallel to, and 170.00 feet northwesterly therefrom, the southeasterly line of said Parcel One as described in the aforesaid Document Number 1993-002405; thence along last said parallel line South 38°42'00" West 1302.56 feet to the intersection thereof with the western line of said Parcel One; thence along said western line South 6°48'00" East 238.35 feet, more or less, to the most southern corner thereof, said southern corner being also the most western corner of a tract of land described in the Deed to Bernice Newell recorded September 10, 1986 in Book 1465 at page 276 of Official Records in said Recorder's office; thence North 38°42'00" East 2549.64 feet to a fence corner; thence South 67°32'00" East 1113.69 feet to a rebar monument; thence South 19°26'40" West 137.11 feet to a fence corner; thence South 73°31'26" East 627.56 feet; thence South 74°47'05" East 420.45 feet; thence South 70°29'46" East 402.60 feet; thence South 73°39'24" East 168.16 feet; thence South 64°27'00" East 232.98 feet to the point of beginning.

END OF DOCUMENT

EXHIBIT B
(Description of Mitigation Area for the California Red-Legged Frog)

All that real property situate in Section 19 in Township 4 North, Range 3 West, Mount Diablo Base and Meridian, in Napa County, California, and being a portion of Parcel One as said Parcel is described in the deed to Jack H. Newell, Sr. and Bernice Newell, Trustees of The Jack and Bernice Newell Family Trust recorded January 25, 1993 as Document Number 1993-002405 in the Office of the Recorder, said Napa County, and more particularly described as follows:

Beginning at the most southern corner of the aforesaid Parcel One, said southern corner being also the most western corner of a tract of land described in the Deed to Bernice Newell recorded September 10, 1986 in Book 1465 at page 276 of Official Records in said Recorder's office; thence North 38°42'00" East 2549.64 feet to a fence corner; thence North 21°00'12" West 530.03 feet to a line running parallel to a creek, paralleling the meanderings thereof, and 50.00 feet north and northwesterly therefrom; thence along said parallel line the following courses and distances:
South 69°46'26' West 74.55 feet,
North 81°53'58" West 84.69 feet,
South 25°20'00" West 150.31 feet,
South 1°50'52" West 143.25 feet,
North 88°15'48" West 81.67 feet,
South 15°56'58" West 94.29 feet,
South 55°14'13" West 83.12 feet,
South 0°43'01" East 126.71 feet,
South 27°13'07" West 100.83 feet,
South 34°49'17" East 210.64 feet,
South 14°29'48" East 37.36 feet,
South 48°21'11" West 58.55 feet,
South 27°02'46" West 44.76 feet,
South 68°12'38" West 144.46 feet,
South 18°35'31" West 85.23 feet,
South 52°13'56" West 121.06 feet and
South 10°25'54" East 91.68 feet to the intersection of said parallel line with a line running parallel to, and 170.00 feet northwesterly therefrom, the southeasterly line of said Parcel One as described in the above mentioned Document Number 1993-002405; thence along last said parallel line South 38°42'00" West 1302.56 feet to the intersection thereof with the western line of said Parcel One; thence along said western line South 6°48'00" East 238.35 feet, more or less, to the point of beginning.

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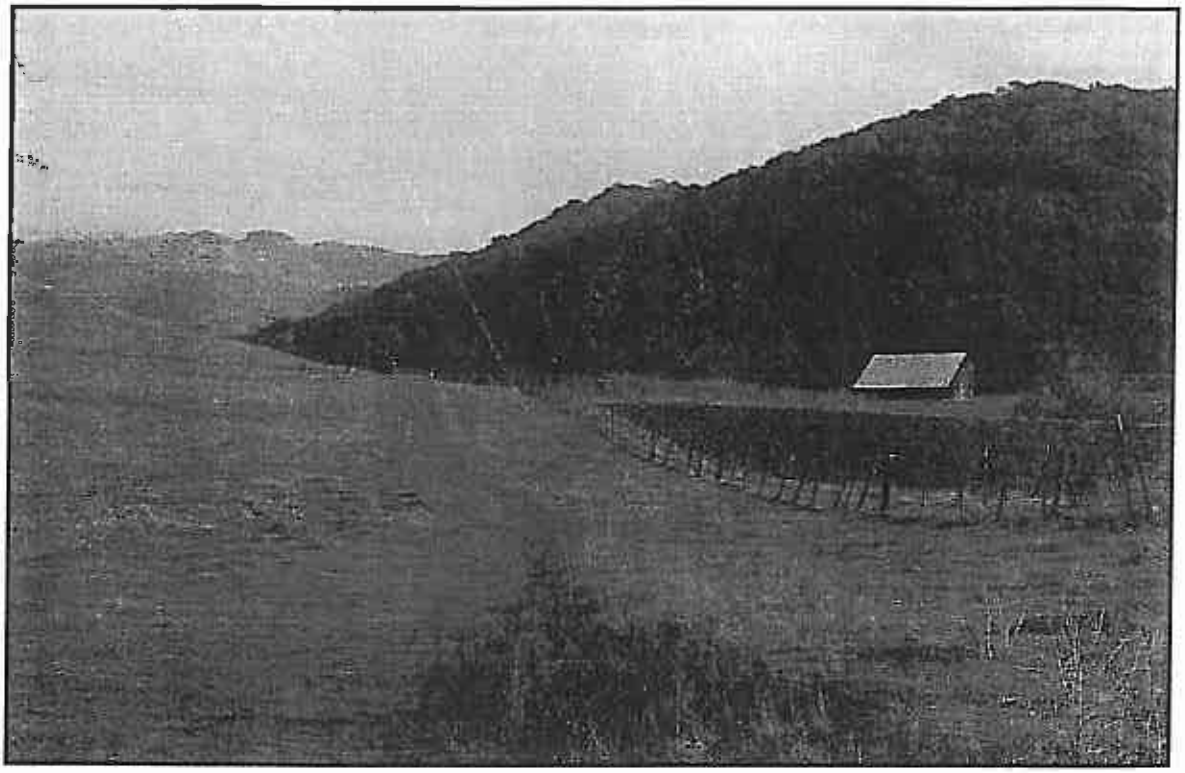
MANAGEMENT PLAN
JACK AND BERNICE NEWELL
OPEN SPACE PRESERVE

City of American Canyon
The Land Trust of Napa County



Prepared for:
The Land Trust of Napa County
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With:
Napa Biological Services
Natural Resources Conservation Service, Napa County
Matt Freeman. GIS Consultant

August, 2001

Revised and Adopted: November 2001

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Revised and Adopted: November 2001

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Section A: Introduction and Summary

In December 1999, Jack and Bernice Newell donated a scenic 640 acre property (see Figure 1) to the City of American Canyon, to be dedicated as public open space for the citizens of the City and the region to enjoy forever, and to protect valuable agricultural and natural resources. With assistance from the Land Trust of Napa County, which holds a conservation easement over the property, and grant support from the State Coastal Conservancy's Bay Area Program, a long-term management plan is being prepared for Newell Open Space Preserve.

Project Objectives

The primary objectives of the management plan are to:

1. Evaluate and document site conditions and resources:
   - vegetation
   - wildlife
   - soils, hydrology, geology
   - cultural and archaeological resources
   - adjacent land uses and plans (especially the adjoining Lynch Canyon Preserve in Solano County)

2. Protect and restore resources:
   - native vegetation protection and enhancement
   - wildlife protection and habitat enhancement
   - grazing and grassland management to support continued agricultural use

3. Provide for public use and enjoyment:
   - designated trail system; special use and protected areas
   - improvements to roads, bridges, fences, signs, barn area; possible caretaker's residence
   - site and recreational use management plans

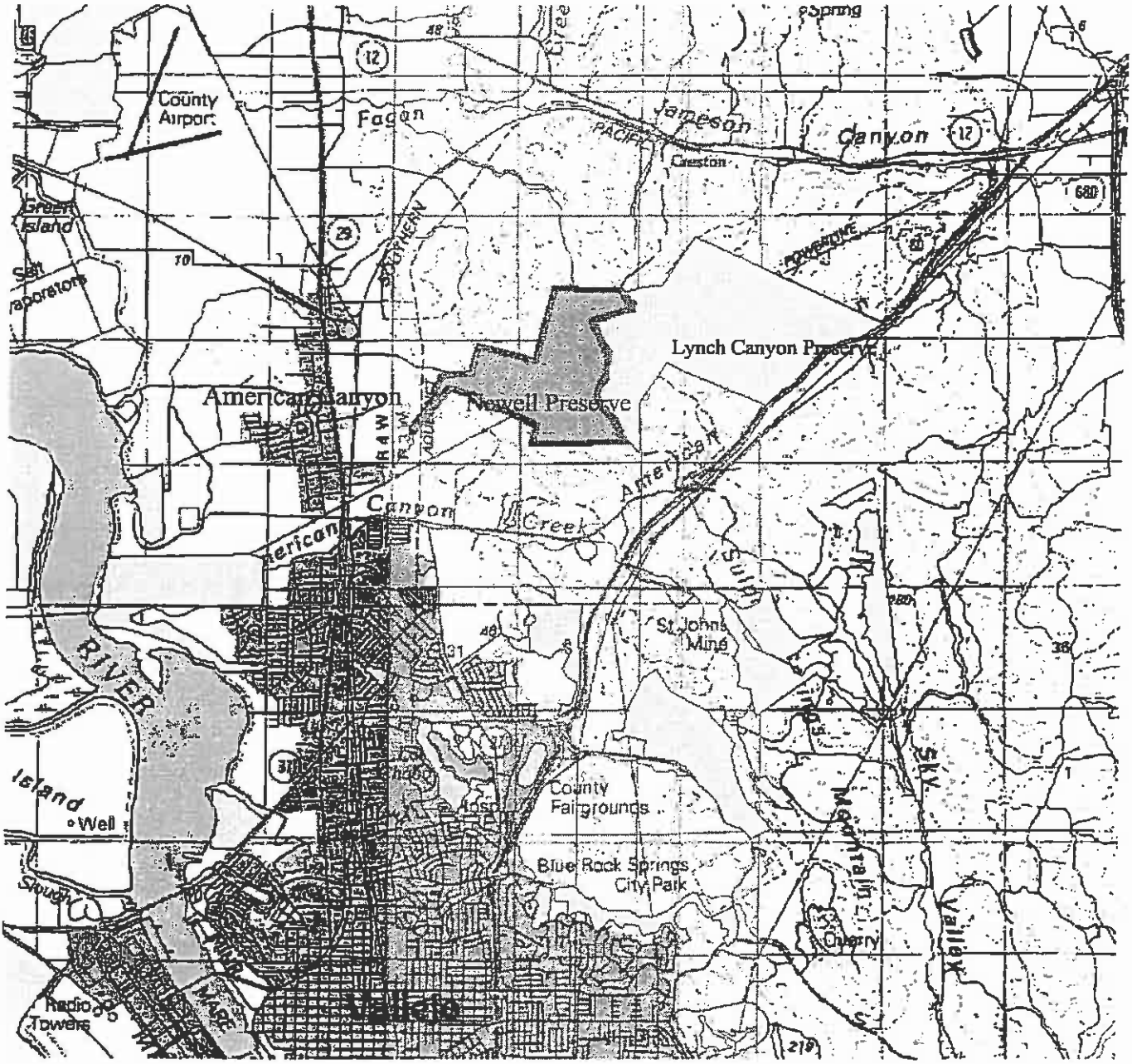


Figure 1
Regional Location Map

Project Phases and Plan Organization

The Part One of the Management Plan documents current site conditions and identifies opportunities, needs and constraints.

Part Two is the Use and Management Program, defining what uses, activities and improvements are appropriate for the site, and generally where and when they should occur. These decisions are based on the Part One findings, and on input from the owners, managers, the general public, and specific stakeholder groups.

The third and final portion of the Management Plan is the Plan Summary and Estimate. This provides a complete list and a very general estimate of the management and improvement projects and tasks, identifying specific requirements, responsibilities, cost, funding or other means of implementation, and general priorities and timing.

The technical appendices, in a separate document, include background and detailed information for the Plan.

Site Overview

The Newell Open Space Preserve site consists of 640 acres of steep hills just east of the limits of the City of American Canyon (see Figure 2). The site is located near the far southeastern corner of Napa County, and the eastern boundary of the site is generally consistent with the Napa-Solano County line.

The site is geographically and environmentally important and unique for a number of reasons. It lies at the crest of the eastern branch of the Coast Range, at the division between the San Francisco Bay and the Central Valley. This location results in dynamic wind and fog conditions almost year-round, spectacular views in both directions, and unique site geology and vegetation. The site provides habitat for federally listed threatened and endangered animal species (Golden eagles and Red-legged frogs), and plant species (Tiburon paintbrush). The site also presents important recreational opportunities, including a key segment of the regionally-adopted Bay Area

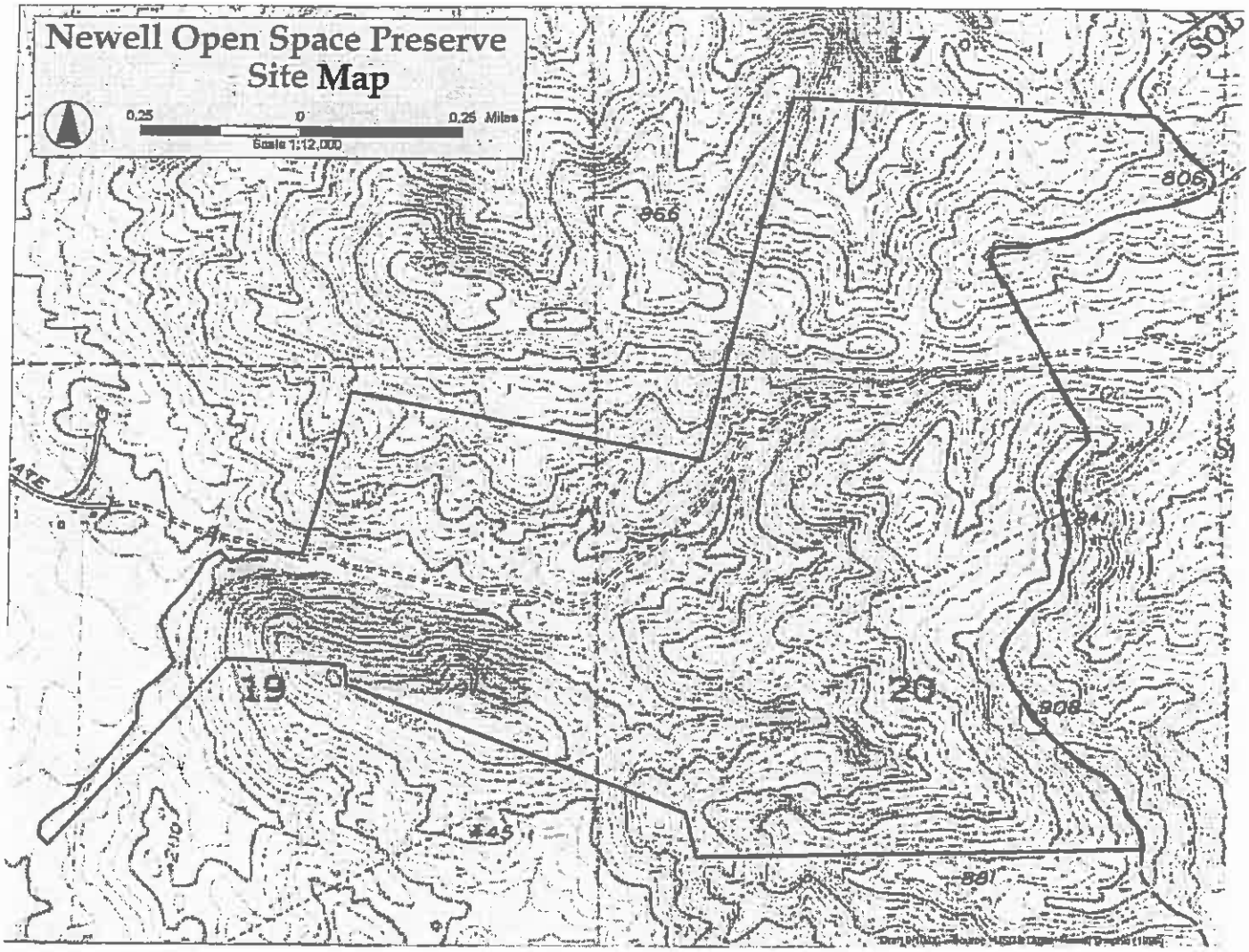


Figure 2 - Site Overview Map

Ridge Trail and opportunity for important east-west trail connection between Solano County and Napa County.

A landfill project, proposed by the American Canyon Development Company during the 1980s, would have created a major solid waste landfill on what is now the Preserve site. The project proponents had purchased the property from Mr. Newell. When the project did not prove to be feasible, Mr. Newell subsequently purchased the land including the preserve site back at auction.

The site is part of a region of productive agricultural lands within Napa and Solano County that have been designated as important resources for protection by both counties (per *Napa County General Plan Land Use Element and Zoning Map, Solano County General Plan Land Use and Circulation Element*). The site is adjacent to, and is currently grazed as a unit with, the 1039 acre Lynch Canyon Open Space Preserve, owned by the Solano County Farmlands and Open Space Foundation. The Lynch Canyon site is part of a complex of 10,000 acres of existing and proposed open space in western Solano County that the Foundation and other local agencies and organizations are actively working to protect.

The Newell Preserve and the Lynch Canyon Preserve are at the cross roads of major regional trail connections envisioned by the respective county General Plans, the General Plans of American Canyon and other cities in the region, and in particular by the Bay Area Ridge Trail Council, an organization working to implement a trail system ringing the entire nine-county Bay region.

Project Team and Approach

The project team for the Management Plan includes:

- Bruce Randolph Anderson & Associates, Planners and Landscape Architects – overall project management, site assessment, resource management and recreational use planning; Randy Anderson, Principal; Jane Buxton, Associate;
- Jake Ruygt, Botanist, Napa Biological Services – vegetation and wildlife assessment;
- Phillip Blake, U.S. Department of Agriculture, Natural Resource Conservation Service, Napa County Office – grazing management, erosion control and stream bank protection;

- Keith Caldwell, Chief of the American Canyon Fire Protection District - fire management and site management;
- Matt Freeman, Consultant - geographic information systems (GIS) mapping.

Documentation of existing conditions has drawn heavily from information contained in the *Draft Environmental Impact Report for the American Canyon Replacement Landfill Project*, prepared in February, 1989 by EIP Associates for the Napa County Conservation, Development and Planning Department.

The Landfill EIR contains extensive useful information about the site, particularly in the areas of geology, soils and hydrology. This section of the current report is basically condensed directly from the EIR text, with added observations regarding stream conditions related to the impact of cattle.

Vegetation, wildlife and cultural resources sections have been updated and expanded based on the EIR sections.

The other sections of this report are primarily entirely new information.

Resource Management Plan for Lynch Canyon Open Space Preserve, prepared in 1999 by Resource Management International, Inc. contains useful information about the site due to the site's adjacency and similarity to the Lynch Canyon Preserve.

Summary of Part One Conclusions

Table A-1 presents the conclusions of the site assessment, organized by subjects consistent with the report. Overall, the site is an open space gem, with unique resources for all three major purposes envisioned for the property: natural resource protection, agricultural production and public recreation. In each case there are some significant needs to realize the full potential of the resource and to ensure that the three purposes are compatible. With planning and commitment, these goals appear to be achievable. The most significant issues identified during phase one include:

- Need and opportunity for restoration of grassland resources;

- Need for protection and restoration of riparian areas and tributary drainages;

- Need for protection of endangered plants and rare habitat in Serpentine bunchgrass area;
- Need for protection of nesting sites for endangered eagles and potentially red legged frog habitat;
- Need and opportunity for coordination of use and management with the adjacent Lynch Canyon Open Space Preserve;
- Need for resolution of access route(s) and physical improvements for public access

Table A-1: Opportunities, Needs and Constraints Summary

General Environment

Issue or Condition	Significance	Related Text
Site is part of a region designated for agricultural and open space protection in two counties; backs up to Solano County Lynch Canyon Open Space Preserve	Protection and enhancement of the site supports important environmental and planning objectives on local, regional and state-wide bases.	Pages 1-3, 1-16
Site is on designated route of Bay Area Ridge Trail, and potential east-west regional trails; Lynch Canyon is being improved for docent-led access in spring 2001	Trail development has regional importance and potential funding opportunities.	Pages 1-16, 1-39 Fig. 7 Appendix E
Dynamic climate caused by location on ridge between Bay and Central Valley creates wind, fog conditions that support biological diversity	Helps shape unique site resources. A constraint to use at some times, but also adds to variety of experiences, illustrates regional weather dynamics.	Page 1-3 Fig. 1
Close proximity to urban areas, diverse habitats, existing road/trail system, stunning views, picturesque rock outcroppings and wind-sculpted trees.	The site offers fine opportunities for public enjoyment and appreciation of nature, and is likely to ultimately be very popular, putting pressure on resources and managers.	Pages 1-4, 1-16 Fig. 5,6

Ownership and Easements

Issue or Condition	Significance	Related Text
Location of property boundaries, fencing	Precise location of site boundaries not located in field, no fence on e. or w. property line, other boundary fences not necessarily on property line.	Pages 1-14, 1-44 Fig. 4, 7
Conservation easement to the Land Trust of Napa County	Uses on the property shall not significantly impair or interfere with Conservation Values; CVs shall be preserved and protected in perpetuity. Allows 50 car parking, sanitary facilities, primitive camping, equestrian facilities up to 2 acres, caretaker residence up to 2,000 s.f.	Page 1-14, Appendix A

Ownership and Easements (continued)

Issue or Condition	Significance	Related Text
Public access to the site	Current access is a private road. Need to resolve arrangements for ongoing use, improvement and maintenance with other property owners.	Pages 1-16, 1-17, 1- 37 Fig. 5, 6, 8, 9
Other's rights on the site: There are recorded water, access and utility easements, may be unrecorded rights of access based on long-term practice	Easements and rights need to be confirmed and accommodated in future planning and management.	Pages 1-14, 1-15 Fig. 3
PG&E electrical transmission easement and line	PG&E regularly uses at least parts of road system, doesn't actively maintain or contribute. PG&E projects sometimes impact habitat or public use.	Page 1-14 Fig. 3, 7
Frog mitigation area	Right is retained to do mitigation project on "dog leg" portion of site for off-site project impacts on frog. Potentially may be proposal to use other portions of site for this purpose	Pages 1-14, 1-15 Fig. 4 Appendix B

Current Land Use

Issue or Condition	Significance	Related Text
Grazing lease status: Grazed for approximately 50 years by Azevedo family, part of a ranching unit including Lynch Canyon, adjacent Azevedo land. Resource management/grazing plan prepared for Lynch but not yet put into effect in lease.	New grazing lease needs to be arranged consistent with preserve use and management, coordinated with Lynch Canyon lease arrangements. Ongoing grazing use requires careful planning, design and management of recreational uses.	Page 1-16, Fig. 3
Lynch Canyon use and plans: Solano County Farmlands & Open Space Foundation has $236,000 grant for trail development, and environmental programs through Bay Area Ridge Trail Council. Includes trails connecting to and on Newell.	Need to coordinate on trail construction, use designations and management.	Pages 1-16, 1-39 Fig. 7 Appendix E

Land Use Plans and Jurisdiction

Issue or Condition	Significance	Related Text
Agriculture, Watershed and Open Space designation in Napa County General Plan	Consistent with open space preserve use. County Measure J requires voter approval to change; constrains potential land use of adjacent areas to west, north and south.	Pages 1-16, 1-17
American Canyon General Plan – Flosden and Eucalyptus Road extensions and Town Center plans	Provides for future development of public railroad crossing, road and path connections to site.	Pages 1-17, 1-37, Fig. 8
City-owned land outside city limits	State law and legal precedent allows City to use and improve site without being subject to County General Plan, zoning or permitting process (but may be subject on the current access road).	Page 1-17

Vegetation

Issue or Condition	Significance	Related Text
80% of site is grassland which has been heavily grazed, invaded by exotic species, especially yellowstar thistle	Current grassland condition detracts from quality of grazing, habitat and aesthetics/experience for users.	Page 1-23 Fig. 7 Appendix C
Great diversity, including many native perennial grass and forb species remains on site, including federally-listed Tiburon paintbrush	Opportunity for remnant species to be re-invigorated through grazing/grassland management.	Pages 1-24 – 1-27
Significant areas of riparian and oak woodland, some seasonal wetlands; support diverse and unique plants. Riparian and wetland vegetation has been impacted by cattle in many locations.	Support unique and potentially threatened species, can be improved and protected through grazing management.	Pages 1-24, 1-25 Fig. 7 Appendix C

Wildlife

Issue or Condition	Significance	Related Text
Site supports large deer population and likely many other native species, potentially federally listed endangered red-legged frog	Important to regional biological diversity and health, and a positive feature for preserve users and supporters.	Pages 1-22 – 1-26; 1-28 Appendix D
Non-native Red fox observed on site	potential threat to native animals and birds	Page 1-24
Site is noted for hosting diverse bird species; populations of raptors, including federally listed golden eagles	Indicates importance and quality of site as part of regional habitat. May require monitoring and potential control of public access during critical breeding periods	Pages 1-27, 1-28 Appendix D

Cultural Resources

Issue or Condition	Significance	Related Text
Native American use sites identified	Need to preserve sites and features. Opportunity to study and expand knowledge. Provides a sense of history and relationship to environment for current park users.	Page 1-30
Early history of site known	Provides opportunity for cultural history interpretation and education, sense of connection for local residents and park users.	Page 1-31
Old barn remains on site	Picturesque, a potential focal point for Preserve activities, environmental education center, storage.	Pages 1-31, 1-44 Fig. 10

Geology, Soils and Hydrology

Issue or Condition	Significance	Related Text
Rugged topography reflects local folding, faulting and uplift – steep slopes subject to slumps and slides.	Requires careful planning and management of uses to avoid problems. Provides interesting view, environments, hikes, illustration of earth resources and processes.	Pages 1-33, 1-34 Fig. 7

Geology, Soils and Hydrology (continued)

Issue or Condition	Significance	Related Text
Clay loam soils are potentially highly productive, exhibit compaction, erosion, especially gullying in drainages	Requires careful design of roads and related drainage, needs to be taken into account in grazing management plans, may limit use of roads and trails in wet conditions.	Pages 1-34, 1-35
Creek channels down cut, entrenched cascading areas, banks eroding, de-vegetated	Reduces habitat quality on site and potentially downstream. Can impact roads and drainage facilities. Requires attention in grazing management plans.	Pages 1-35, 1-36 Fig. 7
Perennial water available at springs and creek bottoms, plus seasonal seeps, pools, some already developed for cattle water	Related to diversity and quality of vegetation. Aids development of alternative water sources for cattle to reduce impact on creeks.	Page 1-36 Fig. 7 Road Inventory and Assessment

Access and Circulation

Issue or Condition	Significance	Related Text
Access is via private road crossing railroad switchyard, road is narrow and in poor condition; unimproved beyond Newell driveway	Significant road and related fencing and drainage improvements required for full public access.	Pages 1-37, 1-38 Fig. 8, 9 Road Inventory and Assessment
3.36 mile system of internal ranch roads generally in good condition, but with site-specific problem areas (identified in Road Inventory and Assessment); some too steep or poorly located for use as trails	Provide good ready-made trail system, patrol and maintenance vehicle access with site specific-repairs and improvements.	Pages 1-38, 1-39 Fig. 7 Road Inventory and Assessment
Network of cattle trails throughout property	May tend to encourage development of unauthorized trails	Page 1-39

Facilities and Infrastructure

Issue or Condition	Significance	Related Text
Relatively level area of approximately 2 acres near preserve entrance	Provides opportunity to accommodate visitor parking, caretaker, picnic sites; primary staging and activity center for Preserve	Pages 1-44, 1-45 Fig. 10
Barn structure is deteriorated but could be improved for interpretive/ storage purposes	Need to design and implement improvements to preserve structure and accommodate public use.	Pages 1-44, 1-45
No bridge crossing of creek remains	Need to provide vehicular bridge and trail crossing.	Page 1-44 Fig. 10
No sanitary sewers available	Need to develop septic system for permanent use, potentially pit toilets and/or portables for visitors.	Page 1-45
Raw and potable water lines located within 1500 feet of potential improvement area	Allows extension for on-site water supply for public, caretaker, fire fighting, and potentially cattle.	Page 1-45 Fig. 8, 10
Electrical and phone lines located within 1500 feet of potential improvement area	Allows extension of service for public and caretaker.	Page 1-45 Fig. 8, 10
Fences and gates are in marginal condition at property boundaries, mostly disappearing on cross-fence lines; no fencing on boundary with Lynch or retained private Newell property.	Need to improve or install in coordination with grazing management plan, design fences, gates and stiles to work with public access plan.	Pages 1-37, 1-38 Fig. 7 Road Inventory and Assessment

Section B: Land Ownership, Use and Designations

Land Ownership and Easements

Approximate boundaries, adjacent parcels, and easements on the site are noted on Figure 3. Figure 4 is the recorded parcel map of the Preserve (Parcel Two), including the associated frog mitigation portion. While calculated for the parcel map, property boundaries have not been located in the field. The east and west boundaries are not fenced, and portions of the north and south boundary fencing diverge from the apparent property lines. Fee title to the Preserve is held by the City of American Canyon, while a conservation easement (see Appendix A) is held by the Napa County Land Trust over the entire property. The easement gives the Trust the right to enter and monitor the property to determine compliance with protection of conservation values. The easement allows uses typical to an agricultural and open space preserve, including development of a paved parking area for up to 50 cars, an equestrian center of up to two acres, and a caretaker's residence of up to 2,000 square feet.

A major PG&E electrical transmission line and easement bisects the site, as does a 25 foot wide road easement following the existing east-west running main road (see Figure 3). The western portion of the site is subject to an aviation and hazard easement to Napa County.

Red-Legged Frog Mitigation Area

When the Newell Preserve property was deeded to the City of American Canyon the right was retained by Jack and Bernice Newell to allow use of a portion of the property for habitat mitigation area for the federally-listed threatened California red-legged frog. Though related to wildlife habitat, the mitigation area is discussed in this section because it is a private property right held on the Preserve land, and its use is based on off-site habitat issues. The mitigation area is delineated on Figure 4. Two nearby proposed residential development projects, Creekside Homes by Young California Homes L.P. and Village Green Homes by Hoffman Land Development Company, will have impacts on existing red-legged frog habitat. The developers are proposing to construct habitat mitigation on the Newell Preserve, through an arrangement with Jack and Bernice Newell.

The U.S. Fish and Wildlife Service (USFWS) has the responsibility for protection of the frog, including determination of the extent of potential impact and the necessary mitigation area and conditions, as part of an overall permit for work in federal wetlands areas issued by the U.S. Army Corps of

Engineers (COE). In a letter to COE dated September 15, 2000 (see Appendix B), USFWS informed the development companies that 1.96 and 2.22 acres of respective habitat mitigation area, or 4.14 acres total, would be required on the Newell Preserve property in order to mitigate for the impacts on frog habitat on the development sites.

At a meeting with representatives of the City of American Canyon, the Napa County Land Trust and USFWS on November 16, 2000, the developers' representatives showed preliminary plans for shallow seasonal wetland ponds to be created in the frog mitigation area on either side of the existing creek. The preliminary plan did not provide all the direct habitat area required by USFWS, though it appeared that the entire requirement could be achieved. A more significant issue arose related to the buffer area required by USFWS around the mitigation areas, which is to be a 600 foot wide by 3000 foot long zone centered on the mitigation area. The buffer zone is to be fenced and no land use or disturbance is to be allowed within the zone.

The proposed buffer zone is incompatible with the potential use and improvement of the preserve because it would extend from the mitigation area well beyond the barn and entry area, which is anticipated to be the most intensely used and improved portion of the entire preserve. This condition is not a part of the mitigation rights retained on the property. In any case, establishing and protecting this buffer zone would require the developers to secure property rights on large strips of private land on either side of the existing mitigation area. Because of these constraints there does not appear to be a feasible current proposal to use the frog mitigation area.

The potential was discussed at the November 16 meeting for using other portions of the preserve, for example areas near the confluence of the main and south canyon streams, for additional or alternative frog habitat. Issues related to this concept are the direct impacts of constructing the shallow ponds, which are likely to be minor, and more significantly, the ability to provide a fenced buffer around the ponds that is satisfactory to the USFWS and does not unduly interfere with public access or grazing operations. Finally, there will be the issue of the property value of the right to create and maintain the mitigation area, which has a relationship to the value the developers would be able to realize on their site, and the cost of obtaining an alternative site. The developers were encouraged to raise such proposals soon if they anticipated doing so, so they could be considered in the context of the preserve management plan. As of this writing no such proposals have been received.

Land Use

The site and all the adjacent lands are used for cattle grazing, although there is some vineyard development on the western portion of the parcel to the north owned by Jaeger Vineyards. The site has been leased by the Newell's to Ron and Ralph Azevedo for cattle grazing for approximately 20 years, and the Azevedos have grazed the property for over 50 years total. Jack Newell collected monthly rent on the annual grazing lease. Lease payments are now made bi-annually to the City of American Canyon.

The Azevedos, early settlers and major property owners and ranchers in the region, also lease the adjacent Lynch Canyon Open Space Preserve in Solano County, which is owned by the Solano County Farmlands and Open Space Foundation. The Lynch Canyon Preserve is being planned and improved for limited public access through a grant from the Bay Area Ridge Trail Council, as discussed further in Section G. Beyond cattle grazing and limited public trail use, the only current use adjacent to the site is a residence owned by the Newell's, which is located in the center of Parcel One approximately ¼ mile to the west of the Preserve, and shares the access road.

Land Use Designations and Jurisdictions

The site is designated as "Agricultural, Watershed and Open Space" in the Land Use Element of the Napa County General Plan. It is zoned "Agricultural Watershed" with an Airport Compatibility overlay on the western portion. Adjacent lands to the north, west and south have the same designation. Adjacent lands to the east are designated as "Extensive Agriculture" (generally grazing lands) in the Solano County General Plan Land Use Element.

The site is within the City of American Canyon Sphere of Influence, as indicated on the City's General Plan Land Use Map (see Figure 5). The City General Plan includes the entire western portion of the site within the proposed urban limit line, but the majority of that portion is designated as "Agriculture". The "dog leg" portion of the site set aside as potential red-legged frog mitigation area, and lands to the south and west, including the remaining Newell property up to the future Flosden Road alignment, are designated as "Residential Estate". Beyond the proposed Flosden Road Extension is the planned Town Center, which is to feature higher density office, commercial and housing at the Eucalyptus Drive extension (see areas M and N on Figure 6), and high to low-density housing to the north and south (areas A and A). The remaining Newell property west of the Preserve (area

F), is designated as a "Regional Park Gateway", with low-density and residential estate uses.

Passage of Napa County Measure J some years ago imposed the requirement for approval of County voters to change any land designated as agricultural or watershed in the County General Plan to an urban designation. The Napa County Local Agency Formation Commission (LAFCO) has approved a Sphere of Influence amendment by the City of American Canyon which allows urban uses up to the future alignment of Flosden Road. Areas to the east of Flosden are subject to the requirements of Measure J. Development of areas M and N and the associated Eucalyptus Drive Extension crossing of the railroad is not subject to any County requirements because these areas are already within the City limits.

Even though it is outside the city limits, because the Preserve site is owned by the City of American Canyon, the City may use and improve the property, subject to the conditions of the conservation easement, without obtaining permits or approvals from Napa County, which would otherwise have jurisdiction over the site (under authority of Government Code Section 53090 et. seq., and *Lawler vs. City of Redding*, 9 Cal. Rptr.2d 392 (1992)).

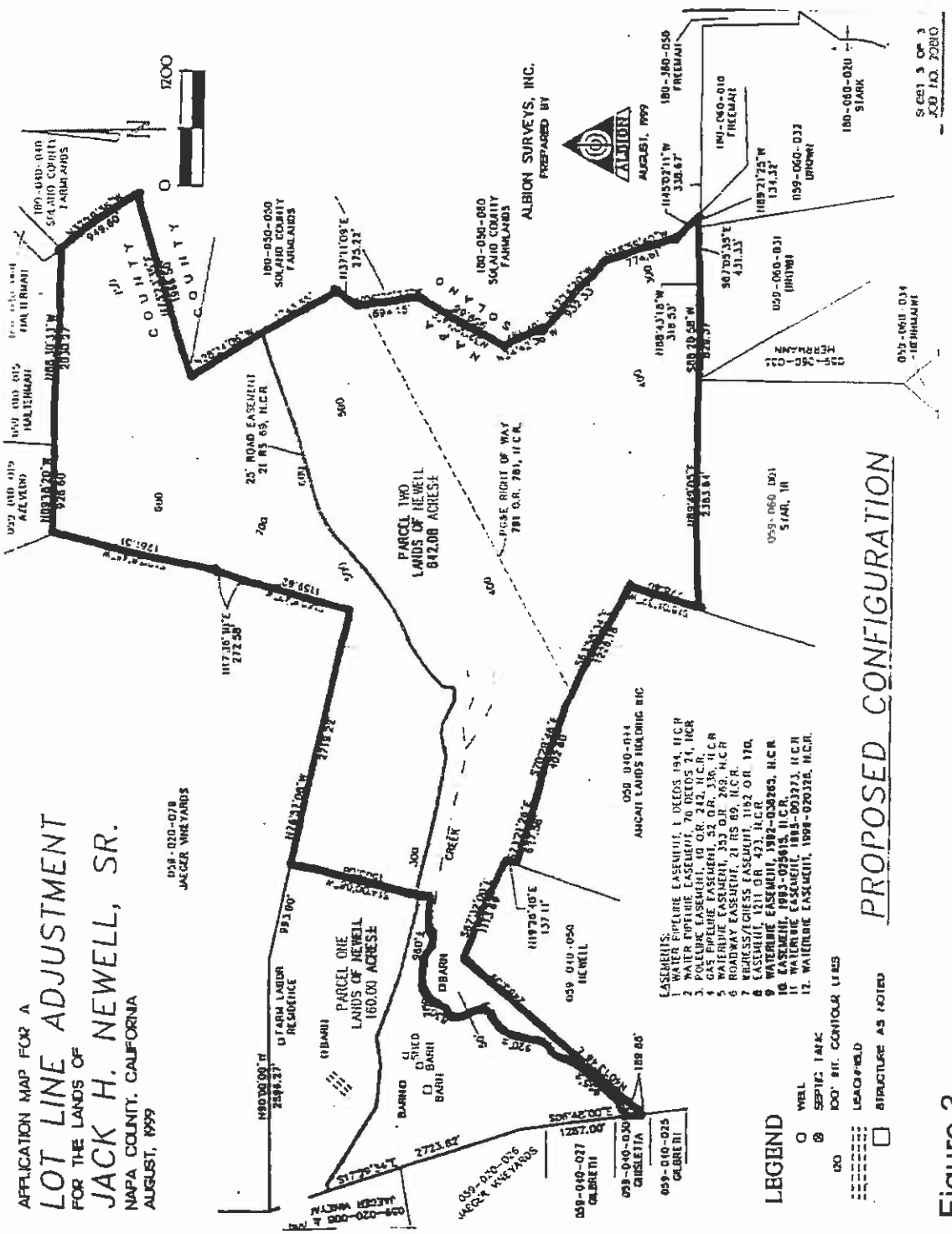


Figure 3
Lot Line Adjustment Map

(not the final property configuration - see Figure 4)

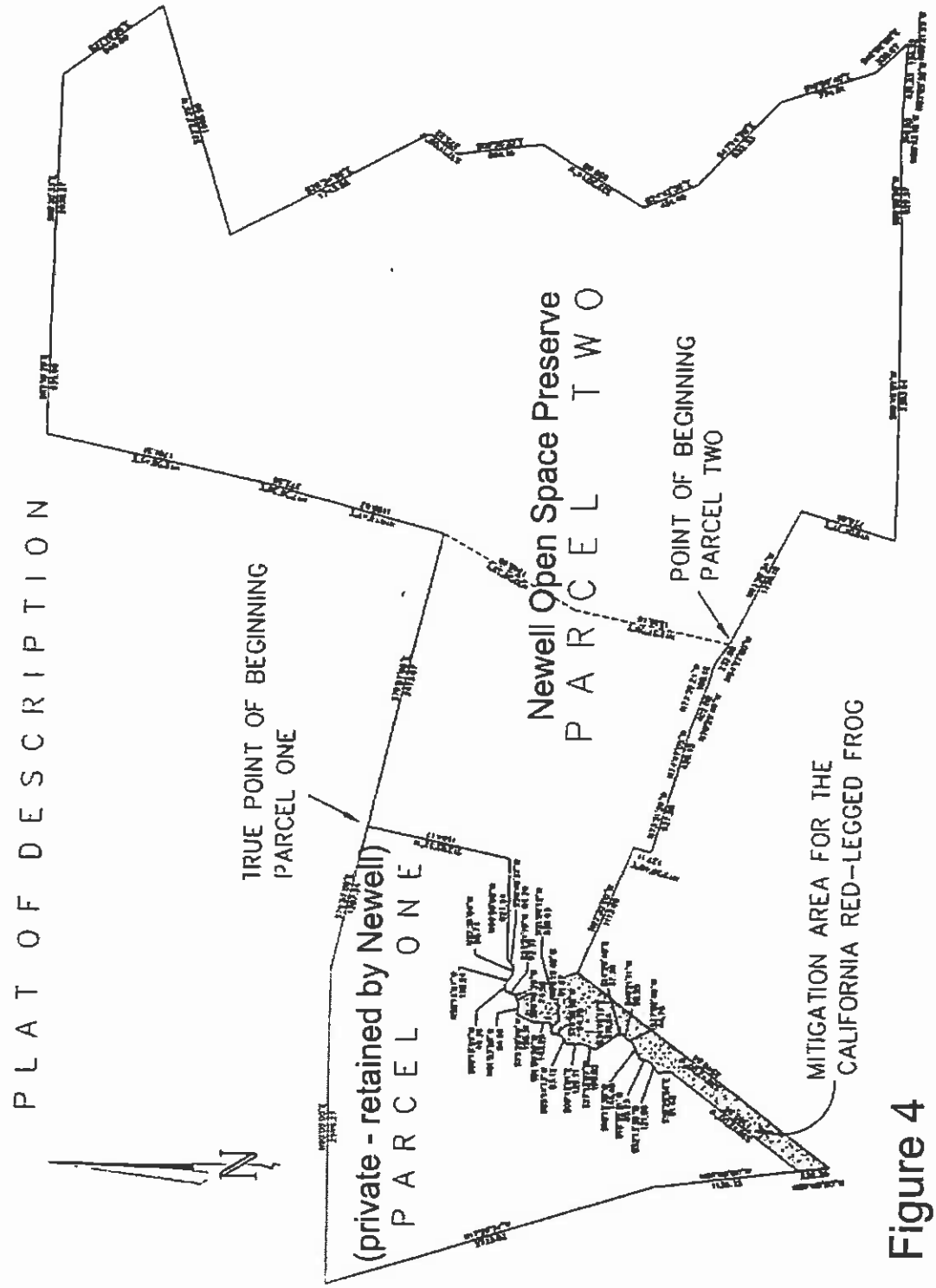
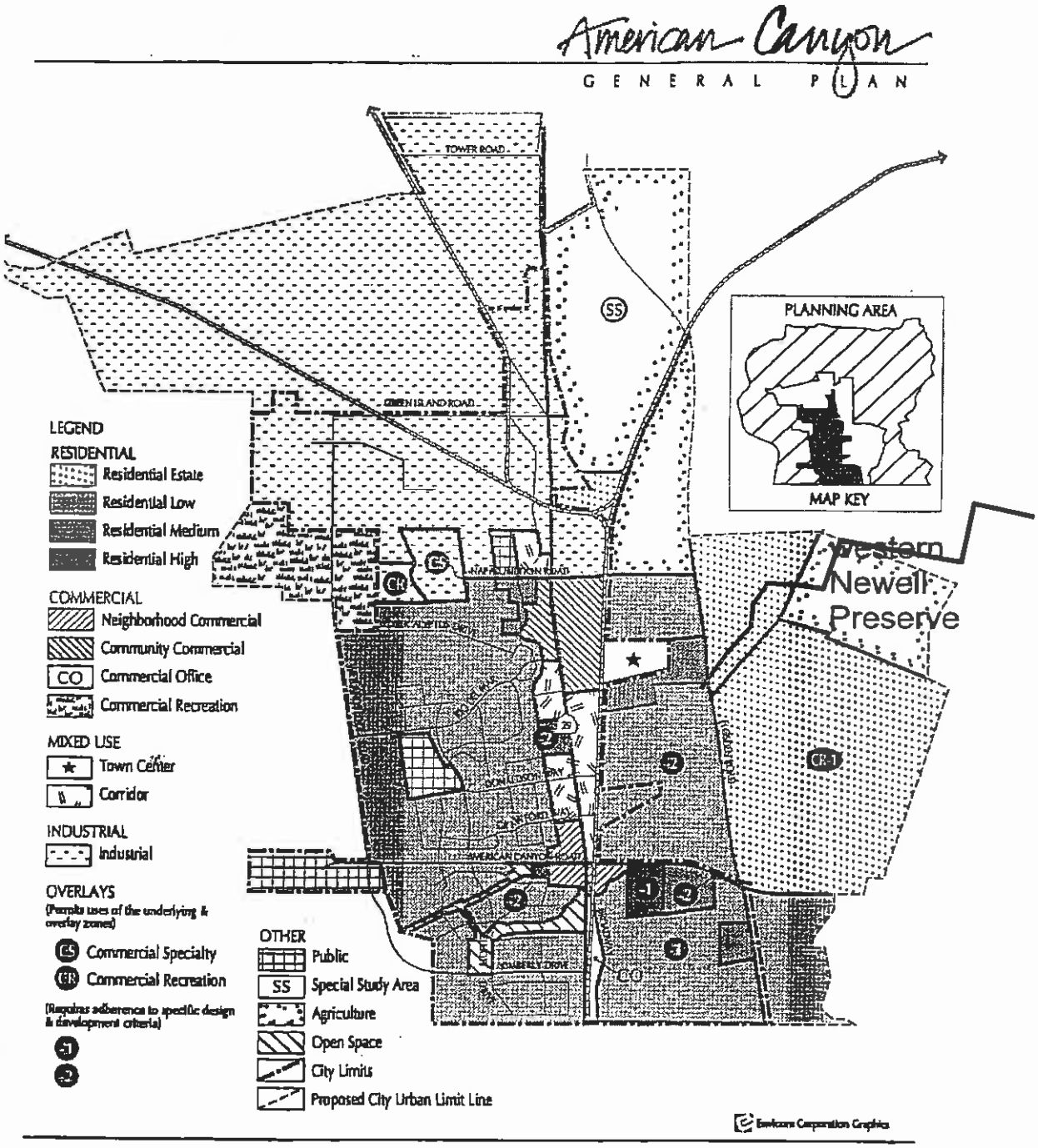
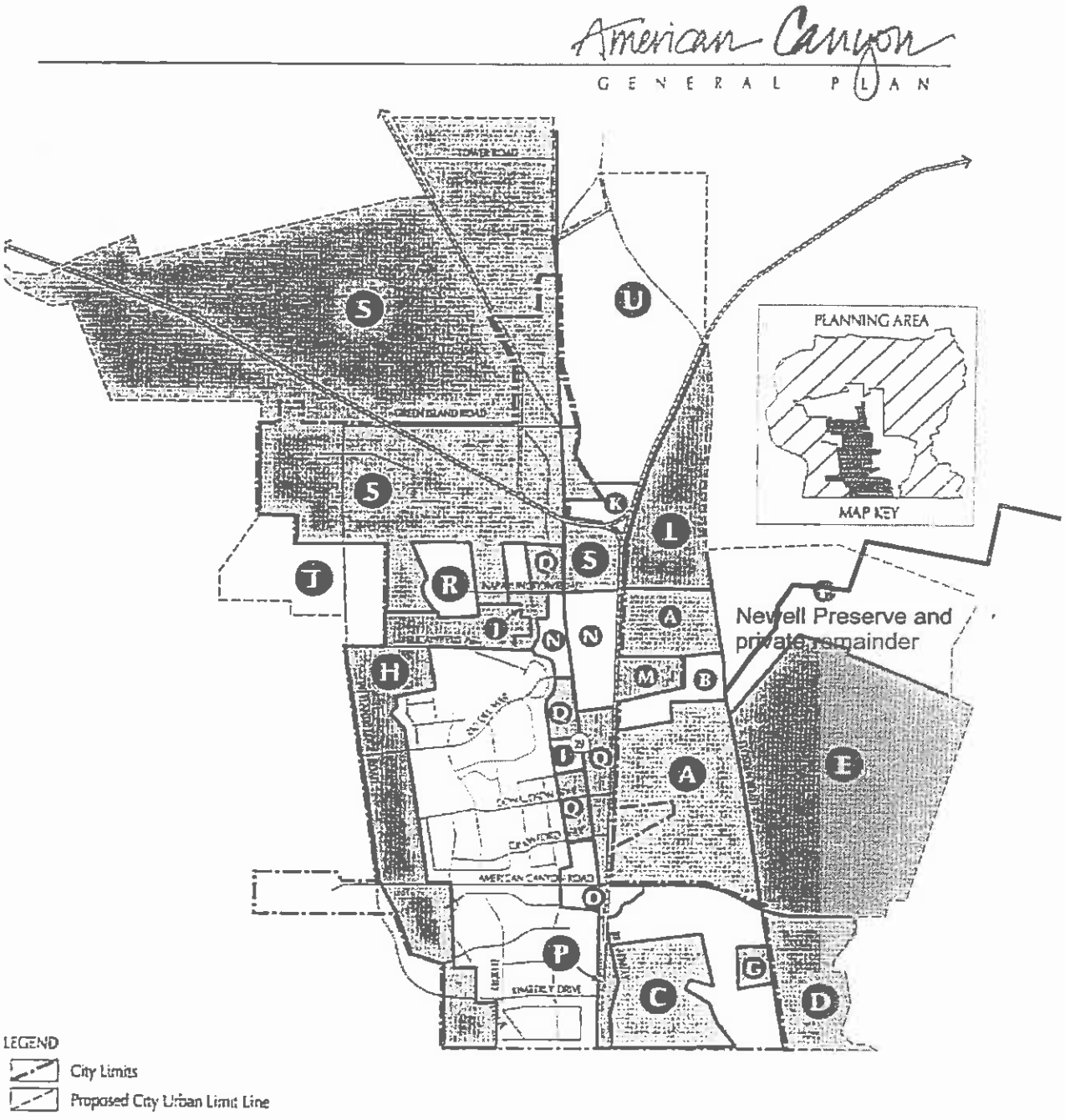


Figure 4
Preserve Plat Map



LAND USE PLAN

Figure 5
General Plan Land Use Map



PLANNING SUB AREA MAP

Figure 6
General Plan Land Use Subareas

Section C: Vegetation and Wildlife

Newell Open Space Preserve has several qualities that make it very attractive to a rich collection of flora and fauna. It is geographically located in the region between the coast range and the Central Valley and has a mix of both interior and coast vegetation. The Preserve is mostly non-native grassland resulting from early farming for wheat and long-term use for cattle grazing. There are pockets of oak-bay woodlands as well as eucalyptus trees.

Water is a critical habitat element for wildlife and is used for drinking, hydration and breeding. The preserve has water in the creeks and at numerous springs and seeps. Water appears to be present throughout much of the year in sections of the creeks. Saturated soils and standing water are also sometimes present at the hillside springs and seeps. Nearby Napa Marsh and Suisun Marsh are also attractive and accessible bodies of water for birds.

Botanical surveys conducted in 1988 as part of the proposed American Canyon Landfill Replacement Plan identified six plant communities existing on the property. Further surveys conducted in spring 2001 served to refine and bring community descriptions up to date and to complete the inventory of plant species for the entire property. The general plant communities shown in Figure 4.5-1 of the *American Canyon Replacement Landfill Draft EIR* (EIP Associates, 1989) have been shown on Figure 7 in this report, along with new information providing greater detail of sensitive botanical resources. Labels applied to the communities are retained from the EIP document with the attachment of more recent classification (A Manual of California Vegetation (Sawyer and Keeler-Wolf, 1995) included in parentheses. This was done because descriptions in the later document have "lumped" communities in broad series, which would lead to the loss of detail in the descriptions included here. A complete list of vascular plant species encountered during 1988 and 2001 surveys to date can be found in Appendix C.

A description of wildlife species and habitat is integrated into the plant communities to provide greater clarity in habitat management. The site was assessed by a wildlife biologist in 1988 for the Landfill EIR document. Table 4.6-1 on page 4-88 of the EIR indicates rare, endangered or threatened wildlife species known to occur in the project region. The federally-listed threatened California red-legged frog is one wildlife species that should be added to the list, based on identification on nearby sites, as detailed in Appendix B of the current report. A list of common, potential and observed wildlife species can be found in Appendix C-1 of the Landfill EIR, which is reproduced in this report in Appendix D, which also includes a list of observed bird species complied by the Audubon Society. A more detailed

description of observed nesting sites and updated list of observed bird species is included, based on information from the Audubon Society.

Non-Native Grassland (California Annual Grassland Series)

Physical characteristics of the soils on the site, coupled with local weather patterns support a landscape dominated by grassland. Over 80% of the park is covered by grassland. Historically, this was probably a native grassland community (similar to Coastal Bald Hills Prairie) dominated by purple-needlegrass, California oatgrass, creeping rye and blue-eyed grass. The clay soil (Fagan Clay Loam, slow permeability) tends to inhibit tree and shrub growth due to high plasticity. This soil remains saturated for prolonged periods between fall and mid-spring and then cracks under summer drought conditions. This is problematic for the roots of most woody species. However, prior to Spanish colonization in the 1830's, this area may have supported some scattered individual trees or small groves along seasonal drainages. The presence of Indian grinding stones on the Lynch Canyon property, situated distant from oak trees, suggests more extensive woodlands in the past. Regular burning by Native Americans could also have suppressed recruitment of young trees and shrubs. This could also have been the net effect of perennial grazing by cattle as occurs to date. Aging trees could have died, not to be replaced by young recruits. Grazing has helped to give a competitive edge to a number of exotic grasses and forbs, which now dominate the site.

Early season dominant species include wild oats, ripgut grass, winter vetch and redstem filaree. Late in spring the grassland becomes dominated by yellow star thistle and purple star thistle, both extremely aggressive species from the Mediterranean region. Star thistle is unpalatable to cattle after the formation of spines on the flower heads in mid-May. Another Cal EPA listed noxious species, cardoon could pose a serious threat to native vegetation if not controlled. Three other invasive exotics, wild anise, teasel and horehound also occur in localized populations. Other associated species that are common in this community include: Italian thistle, milk thistle, cut-leaved geranium, wild barley and soft cheat. The only native species that retain a strong foothold are erect evax, succulent lupine and common fiddleneck. This community may have historically supported showy Indian clover (*Trifolium amoenum*), which was collected near Napa Junction (American Canyon) in 1891. This Rare and Endangered species (CNPS List 1B) prefers rich grassy swales such as may have existed near the lower, flat area near the mouth of the canyon.

These grasslands support a host of dependant avian species such as meadowlark, say's phoebe, northern shrike, horned lark, savannah sparrow

and killdeer. The horned lark is on the Department of Fish and Game Special Concern list. White tailed kite, northern harrier and golden eagles, all special status species, may utilize this habitat as they prey on small mammals. Eagles are regularly seen in the area and nest within the region. Several mammal species utilize this habitat including pocket gophers, ground squirrels, field mice, blacktail jackrabbit, coyote and mule deer. The open grassland may also provide excellent habitat for western rattlesnake, gopher snake and western terrestrial garter snake. The non-native Red fox has been observed on the site, which may have an adverse impact on native animals, especially on ground nesting birds.

Central Coast Riparian Forest (Coast Live Oak Series)

This is a linearly arranged plant community dependant on the conditions afforded by the stream bank and perennial water. It is nearly continuous along the southern branch of Newell Creek but is fragmented along the northern branch and in the southwest part of the park. This community covers approximately 14.5 acres. Arroyo willow and shining willow are dominant species along the south branch with California bay and coast live oak common especially along the upper reach. In this reach the canopy cover is 100% with trees from 50 to over 75 ft in height. There is little or no understory, which is due to the strong inhibitive properties of bay tree litter. This is also exacerbated by cattle grazing and trampling. Where the riparian community contacts the Coast Live Oak Forest (middle reach), the willows form an outside band and the live oak/bay component blends into the adjacent forest canopy. Through the lower reach of the stream the distinction becomes more obvious with a clear dominance by the shining and arroyo willows. In the understory and between breaks in the canopy there are thickets of California blackberry, poison oak, Santa Barbara sedge and alkali rye. Other common associated species include, common snowberry, California rose, Douglas's mugwort, California figwort and hoary nettle. The adjacent grassland along the lower reach remains saturated under normal winter conditions and has become densely invaded by fuller's teasel. One special status species Victor's gooseberry (*Ribes victoris*) occurs in the upper reach of this community, represented by 8 individuals in three locations. This species is on the watch list of the California Native Plant Society and accorded some protection under CEQA.

Many birds such as, Nuttall's woodpecker, northern flicker, black phoebe, spotted towhee, scrub jay, golden crowned sparrow, song sparrow, and yellow-rumped warbler frequently utilize the riparian community. These isolated strands of woody vegetation are vitally important during spring and fall migration to many species including the special status yellow warbler. This is also habitat for raccoon, skunk, coyote, weasel, and ornate shrew.

The resident amphibians and reptiles may include pacific tree frog, garter snake, ring-necked snake, slender salamander and alligator lizard. Western pond turtle, a special status species, is likely to occur along the lower reaches of the streams. The lower reach of Newell Creek has been designated as a potential habitat mitigation area for the federally-protected red-legged frog.

Coast Live Oak Forest (Coast Live Oak Series)

Conditions on one north-facing slope favor a forest dominated by coast live oak. The soil here is coarser (Millsholm loam, moderate permeability) than that found in the grassland communities. Less sun exposure on north faces lead to the retention of moisture for a longer period of time, effectively extending the growing season. This community covers about 40-45 acres on steep to moderate slopes. Tree cover is greater than 75 % with a number of openings present, especially near the outer edges. Common associated trees include California bay (35%), madrone (5-10%) and black oak (1%), Species such as poison oak, hazelnut, common snowberry, Torrey's melica and California wood fern are common in the brushy understory. This is the most diverse community in the preserve including 78 of the 225 taxa identified on site. No special status plant species were found here but striped coral root (*Corallorhiza striata*), which occurs here in low numbers, is considered rare in Napa County (Napa Valley Chapter, CNPS records).

The dense cover afforded by trees and brush provide habitat for bird species such as great horned owl, pacific slope flycatcher, northern flicker, chestnut-backed chickadee, Steller's jay, and California towhee. A number of mammals may use this habitat including big-brown bat, hoary bat, pallid bat, dusky-footed woodrat, Audubon's cottontail and gray fox. The bat species are species of special concern utilizing tunnels and hollows in trees for roosts. Resident reptiles and amphibians may include tiger salamander, rough-skinned newt, ensatina, pacific treefrog, southern alligator lizard and common kingsnake. A number of special status bird species may utilize this habitat include Cooper's hawk, golden eagle, sharp-shinned hawk, and prairie falcon.

Bald Hills Prairie (Purple Needlegrass Series)

This community shows elements of both interior and coastal grassland communities. The regular influence of coast fog during the summer months and the presence of blue flag (*Festuca idahoensis*) and California oatgrass (*Danthonia californica ssp. californica)* indicate that this is a variation of the Bald Hills Prairie community. This is a remnant of the vegetation community that is likely to have dominated the property historically and is

now confined to the steeper slopes near the eastern and southern boundaries of the site, approximately following the footprint of the Kreyenhagen Formation as mapped on Fig. 4.1-1 of the 1988 Landfill report. Common species here include purple needlegrass, blue eyed grass, California buttercup, Indian soap and wild oats. The ridge line includes a discontinuous strand of sandstone outcrops that supports elements of coastal scrub. A number of picturesque wind-sculpted coast live oak and California bay crown the ridge top. The rocks comprised of Domengine Sandstone also support a locally unique assemblage of shrubs and perennials including hairy golden aster, California mahonia, rock-loving daisy, California Indian pink and California Acaena. The Newell preserve may support as much as 90% of this plant association type occurrence in Napa County. This community also includes (nine) patches California balsamroot (*Balsamorhiza macrolepis ssp. macrolepis*) in the preserve which is listed as a rare and endangered plant by CNPS (List 1B). This member of the sunflower family is confined to the bay area region and protected under CEQA.

This community provides habitat for bird and wildlife species comparable to the Non-native Grassland Community with addition of brushy habitat and rock outcrops, which may support a few additional species. This habitat may be utilized by a number of special status species including northern harrier, rough-legged hawk, golden eagle and ferruginous hawk. Bald eagle and peregrine falcon are rare visitors to this community.

This ridge top offers outstanding scenic opportunities for park visitors including views of Mt. Tamalpias, Mt. Diablo, Mt. St. Helena, Snow Mountain and the Sierra Nevada. Siting of trails including Bay Area Ridge Trail should seek to provide the best hiking experience without impacting biologic values. Rare plant habitat should be avoided by placement of trails a minimum of 25 ft from populations of California balsamroot. Other plants including hairy golden aster and California Acaena are not protected by CEQA but are known to be rare in Napa County. These should likewise be protected from trampling and overgrazing

Serpentine Bunchgrass (Foothill Needlegrass Series)

A small portion of the property, along the southern boundary, supports a grassland community influenced by the difficult growing conditions exacted by serpentine substrate (Ultramafic rock meaning high levels of magnesium and iron). This small area of about 12 acres is part of a community covering more extensive acreage to the south in American Canyon. Serpentine soils tend to exclude many exotic species depending on the severity of the Calcium/Magnesium ratio (0.40 measured in American Canyon, K. Martin, 1987). The dominant species are native annual and perennial species

including California poppy, hayfield tarweed and purple needlegrass. Other common associates include naked-stem buckwheat, small-flowered needlegrass, soft cheat and erect evax. Most noteworthy in this community is the presence of Tiburon paintbrush (*Castilleja affinis ssp. neglecta*), which is a federally listed endangered species. The property supports approximately 5-10 % of the Napa County population of this species (35 plants, March 2001).

This community provides similar wildlife habitat to that described above under Bald Hills Prairie and Non-native Grassland. The area may provide habitat for burrowing owls and higher density of reptiles among the rocky slopes.

Wetlands (Spikerush Series)

The dense clay-loam soils and rock substrate of the preserve give rise to a number of seasonal and perennial seeps and springs where the groundwater intercepts the soil surface. In addition to six seep areas and two springs present on the site, the bottom of several stream channels, where exposed to full light, support a similar assemblage of wetland species. A few seasonal ponds also occur on the preserve. Dominant species here include brown-headed rush, pacific bog rush, bristly ox-tongue, winter cress, clover and curly dock. Other common associated species include Baltic rush, Mexican rush, iris-leaved rush, bird's foot trefoil, American bulrush, and Mexican plantain. This last species is uncommon in Napa County.

This habitat provides water and forage to wildlife species and may provide critical habitat for the red-legged frog. These wetlands feed into the creek system, which exits the preserve through red-legged frog habitat. Cattle grazing has greatly influenced the biomass of wetland plants and altered composition of these areas by opening the habitat to non-native species.

Bird Species Observations

The preserve provides a resting place for birds during migration in the spring, fall and sometimes winter. As a result, a number of the bird species observed on site, while not rare, are unusual for this location, including varied thrush (*Ixoreus naevius*), stellars jay (*Cyanocitta stelleri*), and merlin (*Falco columbarius*), one of the more rare falcons. During the winter, long eared owls use the Preserve's dense grove for refuge during the day. (Mike Rippey, personal communication)

This setting is especially attractive to raptors due to the height of the hills, the location between the coast and Central Valley, the distance from human disturbance and the persistent, strong off-shore westerly winds from spring to fall. As the winds meet the hills a wind inversion takes place, providing favorable soaring conditions.

The existing habitats probably provide for occasional use by such protected bird species as the bald eagle (*Haliaeatus leucocephalus*), peregrine falcon (*Falco peregrinus*) and possibly other raptors. Several bird species of special concern to the Department of Fish and Game could be expected to occur on or near the property. Bird counts by the Solano and Napa County Audubon Society Chapters document the use of the area by prairie falcons (*Falco mexicanus*), white-tailed kite and sharp-shinned hawks (*Accipter striatus*) hawks, which are both Species of Special Concern in California. A northern harrier (*Circus cyaneus*), a Species of Special Concern Priority #2, was observed during the wildlife survey for this report. Habitat suitable for nesting is available on site for several of these species, as indicated in Table 4.6-1 of the 1989 EIR.

Golden eagles (*Aquila chrysaetos*) are considered to be fairly abundant in this area. The first recorded sightings of golden eagles here occurred in 1966. They are regularly observed foraging at adjacent Lynch Canyon. Golden eagles typically select nest sites on cliffs or in large trees near ridge tops. Eagles nest in alternate years and usually alternate between two or three nesting sites (Mike Rippey, personal communication).

There is a triangle of three golden eagle nesting sites or recently active nesting sites in the nearby area. While only one of the nesting sites is located in the Newell Preserve, the other sites are part of the same habitat complex. The characteristics of these sites that make them desirable nesting habitat include cluster of trees on steep hillsides surrounded by open land, distance from human activity, and water availability.

The protection of the nesting sites when in use by eagles is of primary concern in planning for use and management of the Newell Open Space Preserve. Golden eagles court from November to December and raise their young for approximately nine months from December through August. To avoid disturbing their nesting activities, it may be necessary to close the trail (segment D) that passes by active nesting sites and route visitors to and from the ridge via segment F or F(1).

In addition to protection under the Endangered Species Act and California rare, threatened, and endangered lists, two federal acts protect the eagles, one of which protects other migratory birds. The Bald and Golden Eagle Protection Act provides for the protection of the bald and golden eagle by

prohibiting the take, possession, sale, purchase, barter, offer to sell, purchase or barter, transport, export or import, of any bald or golden eagle, alive or dead, including any part, nest, or egg, unless allowed by permit. The Migratory Bird Treaty Act prohibits the taking, killing, possession, transportation and importation of all migratory birds, their eggs, parts and nests except as authorized under a valid permit.

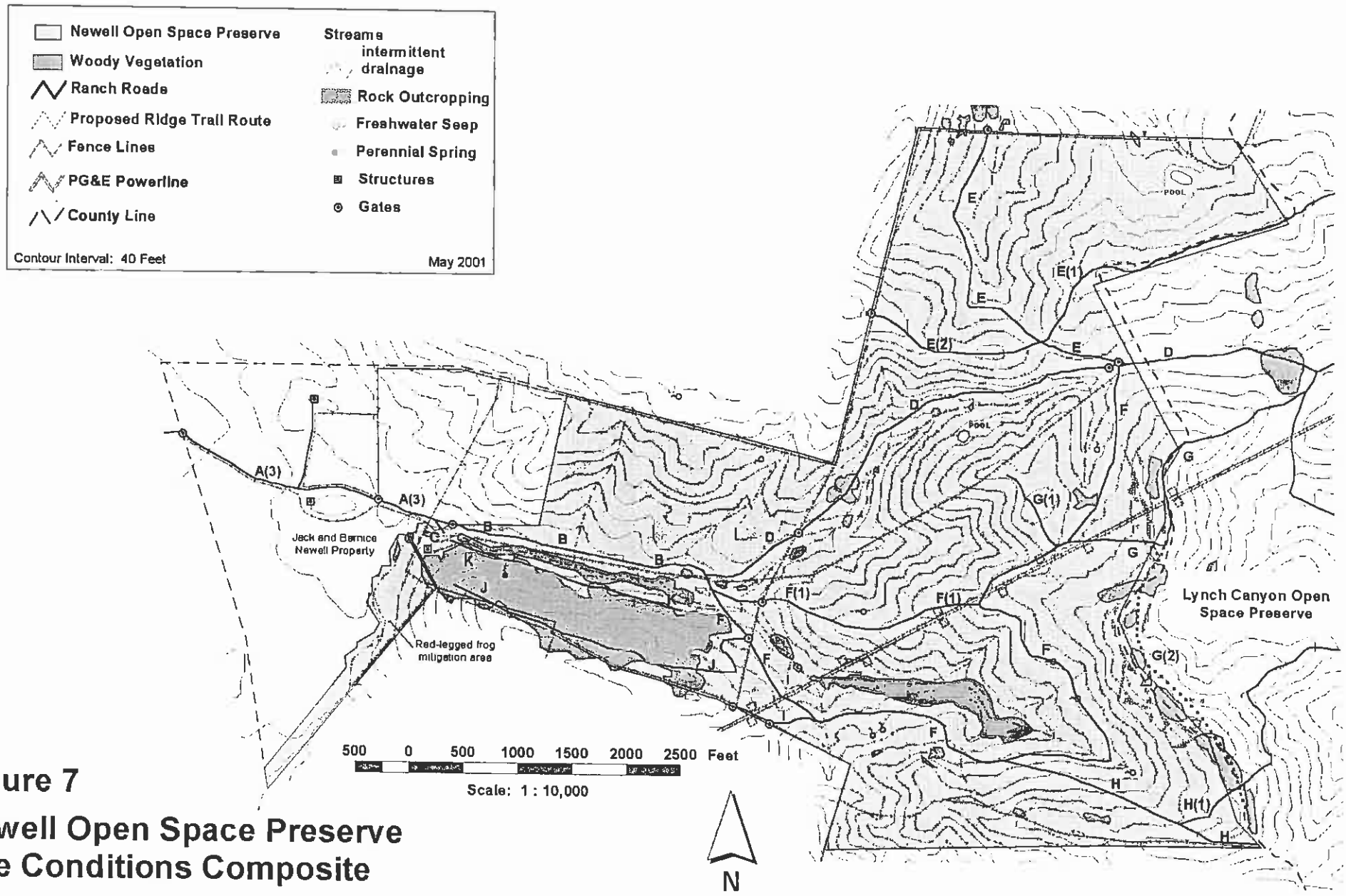


Figure 7

Newell Open Space Preserve
Site Conditions Composite

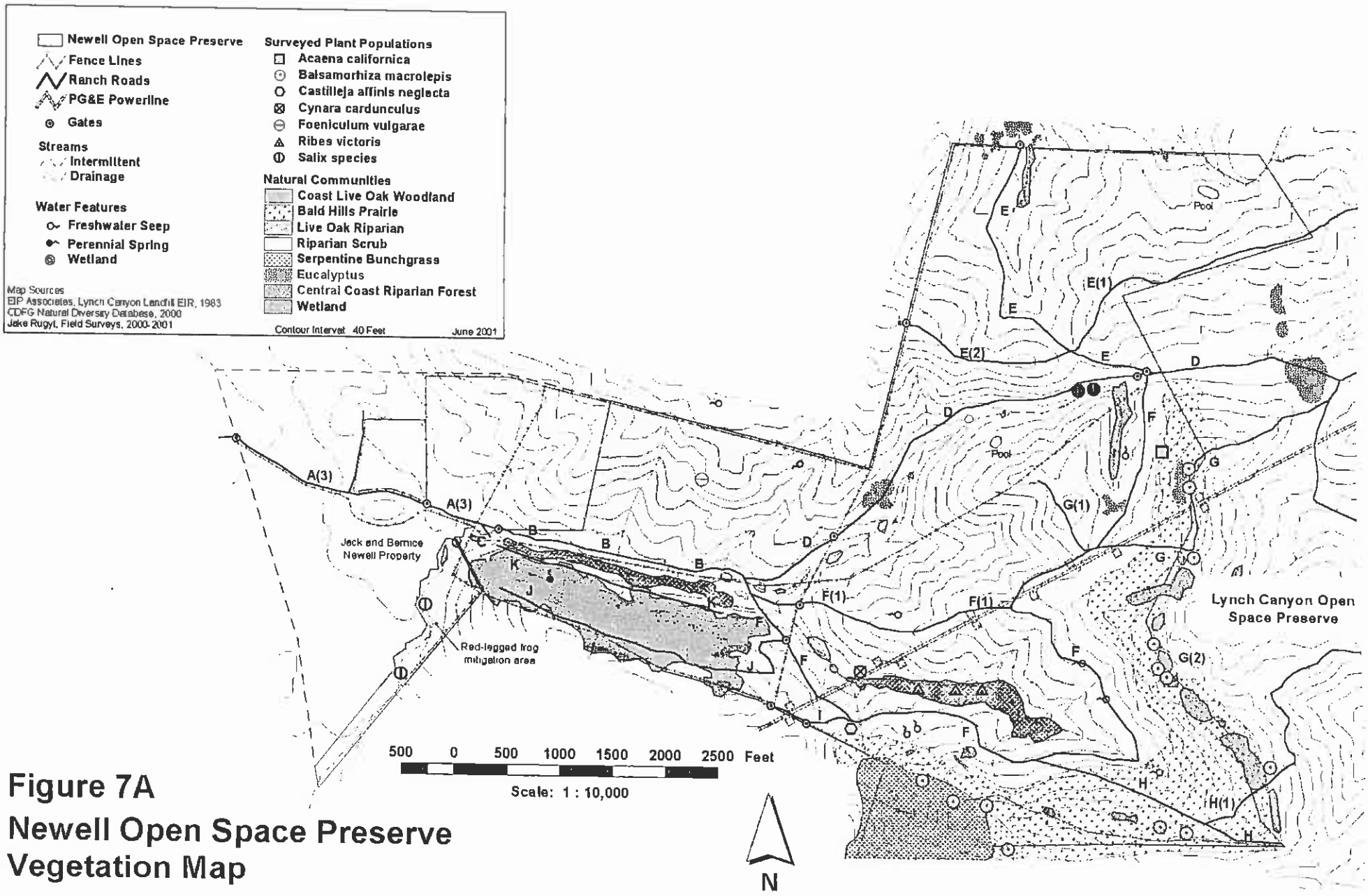


Figure 7A
Newell Open Space Preserve Vegetation Map

Section D: Cultural Resources

The natural beauty of the Newell Open Space preserve is evident immediately. There is a stately grandeur in the clear vistas of rolling hills, clusters of trees and creek vegetation. But there is also a fascinating history of people who have lived, worked, raised families and left the site.

In August 1988, the Cultural Resource Facility at Sonoma State University conducted a cultural resources field survey for the American Canyon Replacement Landfill EIR. According to that study, the Newell Open Space Preserve is part of an area once inhabited by Native American speakers of the Patwin language. Their territory extended approximately 90 miles from Suisun Bay north to Princeton, and about 40 miles west from the Sacramento River. Five village sites have been recorded within ten miles of the Preserve.

The Patwin maintained a diversified fishing, hunting and gathering economy based on the seasonal availability of food. They utilized two distinct settlement/subsistence patterns according to geographic location. During the winters, the valley peoples occupied permanent villages within the marshland and relocated to smaller tributaries on the surrounding plains during the summer. The upland groups wintered where streams exited into the valleys or at other favorable streamside locations. During the summer, they moved from these areas into the surrounding hills.

The upland Patwin would have inhabited the Newell Preserve area. Prehistoric sites in the preserve would likely be winter village sites characterized by middens with large amounts of shell and bone, specialized areas such as butchering stations and seed or acorn grinding areas. The archaeological survey of the preserve area of July 28, 1988 revealed two prehistoric archaeological sites. They have been recorded and designated as sites CA-NAP-751 and CA-NAP-752. (Refer to Appendix D of the EIR). These sites, taken together, could be unique archaeological resources.

Patwin life was rapidly disturbed following contact with Euro-Americans. Some people were removed from the Patwin villages by the Spanish missions, others succumbed to the malaria and smallpox epidemics of the 1830s. The few remaining Patwin were displaced with the American settlement of the area in the 1850s and 1860s.

Early explorers, missionaries and trappers to the area reported the existence of pronghorn antelope, mule deer, elk, bears, mountain lions and coyotes. Herds as great as 1,000-2,000 elk and 3,000 antelope were recorded. Elk, antelope, bears and mountain lions were eliminated soon after the Spanish and Americans first settled the area. Deer were heavily hunted but not eliminated.

The demand for firewood throughout the region resulted in the harvest of the native cottonwoods and oaks. Land owners planted eucalyptus, an Australian import, as an alternative to the rapidly diminishing native wood supplies. Several stands of eucalyptus can still be seen at the Newell Preserve.

In 1864 Mary and Richard J. Falls moved to the Preserve area, which they then called the Falls Ranch. Richard James had acquired a bounty land certificate in New Orleans for the 40-acre parcel. The family grew wheat on the ranch and eventually owned approximately 170 acres. The family home was located in the clearing at the southwest entrance to the preserve, where the old barn is still standing. The children of Mary and Richard Falls continued to run the ranch until it was sold in 1900 to Charles Cantoni.

The Cantoni family had a dairy farm at the ranch. Several current residents of the area recall that the Cantonis had a lovely, white, old-fashioned, two-story house located in the same clearing as the Falls family house. A local resident also remembers going to the Cantoni ranch as a child to purchase butter and eggs and to pick flowers for the grade school May Day celebration. The Cantoni family leased out portions of the ranch at various times.

A portion of the preserve property was owned by the Scally family from about 1913 to 1964, then by Ted and Ruth Brown.

Jack and Bernice Newell purchased the ranch from the Cantonis and Browns in 1980. They leased it to neighbors Ralph and Ron Azevedo for cattle grazing. The ranch was sold to the Tricounty Development Company in 1985 and plans were made for using the site for a replacement landfill operation. When this project plan did not go forward, the Newell's repurchased the ranch in 1992. The Newell family gave the land to the City of American Canyon in 1999 for use as an open space preserve.

The collection and display of historic information and artifacts from the people who have lived in the area would greatly enrich visitors' experience and appreciation of the preserve. A visitors/education center on site provides an ideal environment for these materials. Information about the Patwin way of life, native flora and fauna, and early farming and ranching operations could all be included. Additional planning may be required to protect the Patwin winter settlement sites noted in the cultural resources field study conducted by Sonoma State University.

Information on past use of the site was obtained from local residents Catherine Bonato and Donna Reid Connell (granddaughters of former

owners), Alma Negri and Mary Sanders. John Welker, Assistant Chief Title Officer for Napa Land Title Company, provided chain of title information.

Conclusions

The identified archaeological resources should be protected, and areas of any significant new use or improvements should be investigated for the potential presence of archaeological resources. The old barn, while not historically significant in its own right, offers a focal point and link to the historic use of the site, and could be useful as shelter and storage for site activities. Photos, documents, and stories of historical interest related to the site are available from local descendents of the original European settlers. These should be identified or collected and potentially used as part of interpretive exhibits at the barn.

Section E: Geology, Soils and Hydrology

Geology

The Newell Open Space Preserve is located within the Coast Range, which extends from the Oregon border to Southern California. The site is located east of the Napa River flood plain and is comprised of two main canyons and two tributary canyons. For convenience, names have been assigned to the canyons and drainages. The *lower main canyon drainage and creek* refers to the westward-draining canyon, which divides eastwardly into two tributary canyons. The *south tributary creek* extends from the southeast portion of the site to the junction of the lower and upper main canyon creeks. The *upper main canyon tributary drainage and creek*, lies above the junction with the south tributary creek. On the northeast portion of the property, a second drainage basin drains to the north. This will be referred to as the *north canyon drainage and creek*. Site elevations range from about 125 feet above mean sea level (msl) to the western limit of the property to over 950 feet above msl at the southeastern corner of the site. (EMCON Associates, 1988).

EMCON Associates conducted a geologic and hydrogeologic analysis of the site in 1988. They recorded Quarternay (as old as to two million years) alluvium and landslide deposits; Eocene Markley Sandstone and Nortonville Shale members of the Kreyenhagen Formation; Eocene Domingine Sandstone; and Cretaceous to Jurassic age bedrock units of the Great Valley Sequence and Franciscan Assemblage. (see figure 4.1-1 in the 1989 EIR document)

Alluvium occupies the drainage valleys of the main and tributary canyons. Alluvial deposits are eroded soils and bedrock debris laid down by running waters, rivers, or streams. Alluvium on the site consists predominantly of clay with minor layers of silty sand, sandy silt, and gravelly clay.

Bedrock formations: Markley Sandstone underlies most of the site. This formation consists of medium to thick bedded sandstone with interbeds of claystone, mudstone, and siltstone. The Markley Sandstone is moderately well cemented and slightly fractured with crushed to intensely fractured claystone and mudstone interbeds.

The eastern and southern margins of the property are underlain by the Nortonville Shale and Domengine Sandstone. The Nortonville Shale consists primarily of thinly bedded, intensely fractured claystone and mudstone with some sandstone and siltstone interbeds. The Domengine Sandstone consists of a hard, slightly to intensely fractured sandstone with numerous pebbly layers and some cobble and boulder conglomerate beds.

Bedrock of the Franciscan Assemblage is exposed along the southern margin of the project site. This unit consists mostly of a highly altered basalt known as greenstone. This rock is slightly to moderately fractured and has been altered locally to an extremely hard silica carbonate rock.

Site Geologic Structure: Site geologic structure is dominated by broad, northwest to west-trending folds. Faulting is minor with a few relatively short faults that are thought to be caused by deformation associated with local folding. A 400-foot wide, west-to northwest-trending shear zone was mapped along the southern margin of the site. This shear zone separates the Cretaceous Franciscan rocks, to the south, from the Eocene rocks, to the north. It consists of a zone of mixed lithologies derived from adjacent in-place formations that were sheared and placed into fault contact with each other. EMCON Associates concluded that this fault zone had not been active for several years. No known active faults pass through the site. The closest active fault is the West Napa fault, which passes about one mile west of the project site. Other major San Francisco Bay faults which could generate groundshaking at the site include the Green Valley fault located about four miles northeast, the Rodgers Creek-Healdsburg fault and the San Andreas fault respectively located about 11 and 31 miles southwest (Jennings, 1975)

Numerous landslides of various sizes, ages, depths and states of activity have been mapped on the site (refer to Figure 4.1-2 in the 1989 EIR document). Specific recent and current slope movement and erosion affecting roads are noted in section G. These areas of instability should be considered when planning the placement of preserve roads, bridges, culverts and trails.

There are exposed Markely Sandstone rock faces above the eastern ridge of the site around an elevation of 900 feet. The outcroppings are scenic and may also attract rock climbers. An exploratory mining tunnel dug during World War II in a reported search for the mineral magnetite runs approximately 150 feet horizontally into a hillside located near the southern boundary of the property (Phillip Blake, NRCS, personal conversation). The mine may become a point of historic interest for preserve visitors but may also be a potential danger or magnet for undesirable activities for unsupervised visitors.

Soils

The Soil Conservation Service (SCS, 1978) mapped the majority of the proposed landfill area as clay loam soils of the Fagan series (Figure 4.1-3). The Fagan clay loams (Fa, Fb, Fc) are slowly permeable soils with rapid runoff and a moderate to high erosion hazard. In the southwestern portion of the area, SCS mapped Millsholm loam on a steep north-facing hillside. The Millsholm loam (M) is a moderately permeable soil with very rapid

runoff and a high erosion hazard. There is a small area of Hambright-Rock outcrop complex (HR) in the southern boundary of the preserve. This soil is moderately permeable with rapid to very rapid runoff and a high erosion hazard.

Problems were observed in many of the tributary drainages on the site in the form of "head cuts", or rotational slumps at the upper end of the draw, often leading to slope failures and gullying the length of the draw. These conditions are not directly caused by cattle activity, but may be indirectly caused by cattle through their removal or prevention of woody vegetation that would otherwise protect these drainages (Phillip Blake, NRCS, personal conversation).

The limited use of this site as an Open Space Preserve should not conflict with the soil characteristics of rapid runoff and moderate to high erosion hazard. Recommended management practices will include careful planning and execution of trail and road profiles, limiting off-trail access and ongoing monitoring and management of slope and runoff conditions.

Hydrology

The site is located in a hilly area that separates the alluvial basins of the Napa Valley to the west, drained by the Napa River, from the smaller Green Valley to the east, drained by the Cordelia Slough. The hills are composed of sedimentary and metamorphic rocks with low permeability. They are considered insignificant as a groundwater reservoir resource because of their low permeability and because they are likely to contain trapped marine water (Thomasson, et. al., 1960).

The ridge line along the eastern boundary of the site is the drainage divide between the Napa Valley and Green Valley basins (Figure 4.2.1 of the 1989 EIR). Two stream drainages (basin subareas) have developed at the site. Both drain into the Napa Valley basin. The larger subarea, covering 85% of the site, contains the main canyon and the north and south canyons further east. The smaller subarea drains northward and originates north of the north canyon (refer to Figure 4.2-1 of the 1989 EIR). The site is located above the 100-year floodplain for the Napa River and is not subject to inundation. (FEMA, 1980).

Due to direct activity by cattle, and related reduction of protective woody vegetation and tree roots, many of the stream banks are exhibiting erosion and failure from the impact of stream flow. Many of the stream channels are deeply downcut, with entrenched cascades that are gradually eroding upstream and adding to stream siltation. Vegetation growing in the channel

indicates that these conditions have been present for many years (Phillip Blake and Leonard Jolley, NRCS, personal communication).

Intensive groundwater testing was done for the landfill EIR. The U.S. Army Corps of Engineers derived an isohyetal map for the Napa River Basin from precipitation records gathered between 1906 and 1956, and from information provided by the Napa Flood Control and Water Conservation District. This map indicates average annual precipitation for the site to be between 16 and 20 inches. (Refer to Figure 4.2-2 of the 1989 EIR)

Groundwater levels at the site fluctuate throughout the year and are controlled principally by the amount of precipitation at the site during the winter rainy season. The levels are highest during the winter and spring months as infiltration from rainfall reaches the groundwater table in the bedrock and are lowest in late autumn prior to the rainy season. (EMCON, 1988). During these months, spring discharge increases and ephemeral springs and seeps develop at the bases of the landslide deposits. There are two perennial springs on site, which are interpreted as resulting from the intersection of the groundwater table with the ground surface. Ground at the perennial springs was saturated through the summer into the month of October. (refer to Figure 4.2-1 of the 1989 EIR) Groundwater levels and perennial spring discharge begin to decrease in the late spring. Additional short-lived ephemeral springs are known to occur at the base of the landslides during the winter and spring (EMCON, 1988).) Ephemeral spring discharges cease in the summer months as groundwater levels drop.

Conclusions

The site's varied and unique geologic structure has led to a similarly unique assemblage of plants. Preservation of the geologic features goes hand in hand with protection of these plant communities.

The steep, unstable and erosion-prone slopes require careful placement and ongoing maintenance of roads, trails and any structures. Tributary drainages are experiencing slope failures and erosion that may be related to absence of woody vegetation, especially in wetter areas.

Creek banks along the main canyons are eroding due to the impact of cattle grazing and need to be protected and restored. In the future, creeks and springs should be protected from the impacts of cattle and trail users.

The existing roads and trails require improvement to address numerous instances of bank failures and gullying. This subject is addressed in detail in Section F and the Road Inventory and Assessment.

The rock outcroppings along the ridgeline may attract climbers, and the mine tunnel may attract explorers, especially children. Such use could become a nuisance or liability, and could impact adjacent sensitive resources.

Section F: Access and Circulation

Site Access

There are three potential alternative routes for short-term access to the site (see Figure 8). All three alternatives involve crossing and making road improvements on land owned by Jaeger Vineyards and Jack and Bernice Newell:

- The current access via Napa Junction Road, which crosses through the switchyard of the California Northern Railroad at a private crossing.

- South Napa Junction Road, which crosses a single track at a private crossing approximately ½ mile south of Napa Junction Road and leads to an equipment storage area and an old quarry owned by Jaeger Vineyards.

- Watson Lane, which is a public road crossing of a single track approximately a half mile north of Napa Junction Road.

The Management Program, (Part Two of this Plan) and the Summary and Estimate in Part Three provide recommendations for general and site-specific improvements.

Current vehicular access to the site is from Highway 29 via Napa Junction Road. The current route is described in three segments:

Segment A(1), (see Photo F-1) is a paved, two-lane County-maintained public road approximately 1150 feet in length. Napa Junction Road serves several residences and businesses, including Lena's Tavern, a metal recycling facility, and the switchyard and engine house of the California Northern Railroad. It is controlled by a stop sign at Highway 29.

Segment A(2) (see Photo F-2) is a private road extending from end of Napa Junction Road to the Newell property line. The surface is a combination of rock and deteriorated pavement. Similarly-surfaced roads extend to the north and south serving adjacent businesses west of the railroad tracks. The access road extends through California Northern Railroad switching yard and across its main north-south line, crossing five tracks about 1260 feet beyond the end of Napa Junction Road. The crossing is offset to the south approximately 50' from alignment of Napa Junction Road. A "private railroad crossing" sign is the only control - no other fencing or signing exists to control access across the tracks or into adjacent areas. According to

City of American Canyon staff the train speed limit on these tracks is 10 mph and trains run through the area approximately three times per week.

Beyond the railroad crossing is a cattle guard and a non-operational wood gate. The road extends about 1680 feet from this point through cultivated land owned by the Jaeger Vineyard Company. The road is single lane, with shallow ditches on both sides, and no fencing. The road has a surface of very deteriorated paving and base rock. The land and the road itself are low-lying and appear liable to poor drainage in wet weather. The road surface generally drains into the wheel tracks, which have settled from long use and inadequate subgrade. A dirt road crosses north-south just before the Newell property line. At this point the access road climbs in elevation slightly and the surface is in slightly better condition. This is the future alignment of Flosden Road, as indicated on the City of American Canyon General Plan Circulation Plan (see Figure 8). The Flosden Road extension, and planned extensions of east-west roads across the railroad at Eucalyptus Drive and Donaldson Way are important opportunities to provide public crossings of the railroad. Currently the nearest public crossing is at American Canyon Road, approximately 2700 feet to the south, where there is a signalized crossing with traffic arms. These road improvements are associated with the planned Town Center (see Section B, Land Use, Ownerships and Designations for more information). Flosden Road is planned as a four lane arterial, while Eucalyptus is planned as a two lane collector road. Both roads are planned to include bicycle and paths and/or sidewalks per the General Plan.

Segment A(3) (see Photo F-3) begins at the Newell property line, at a cattle guard and a chain link gate (typically open) in a cattle fence line. The fence is down on the north side. The road extends in a similar condition to A(2) approximately 1250 l.f. to a driveway turning off to the north to the residence. The former ranch homestead site and associated barn and storage building are located on the south side at this point. The driveway itself has more recent, but deteriorating, chip seal surface. The access road to the site, extending 750 l.f. east from this point to Gate G1 (see cover photo), is an unsurfaced dirt road, but it is sloped well for drainage, and is generally in good condition for access when dry, except as noted in the Inventory Chart. Both sides of the road are fenced for pasture up to Gate 1, which is a pipe and chain link "sheep gate" in fair condition, maintained closed. Beyond Gate G1 the road consists only of wheel tracks extending 500 l.f. through gently-sloping pasture, and is fenced only on the south side. This segment is also in good condition for access in dry conditions. Gate G2 is a galvanized steel channel 12' wide, in good condition, maintained closed.

Photo F-1: Napa Junction Road from near R.R. looking west – A(1)

Photo F-2: private Napa Junction Road from near R.R. looking east – A(2)

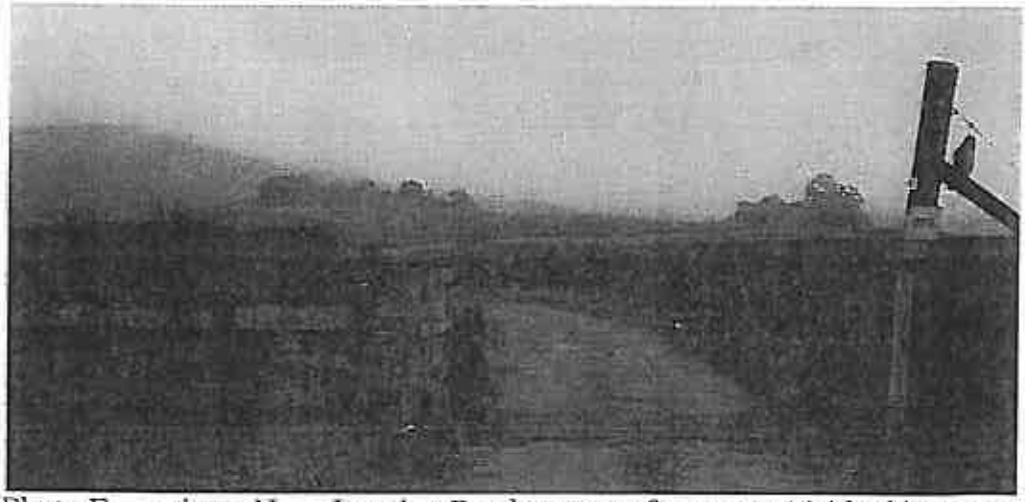


Photo F-3: private Napa Junction Road at start of segment A(3) looking east

A potential alternative to the current access is South Napa Junction Road, a public road extending approximately 800 l.f. from Highway 29 to the railroad, where it becomes a private road crossing a single track (see Photos F-4, F-5, and F-6). It provides access to commercial and residential uses west of the railroad. Beyond the railroad it provides access to an area used for storage of trucks and materials, and a former cement plant and quarry on property owned by Jaeger vineyards. If this route is to be used for access to the Preserve, in addition to permission from Jaeger Vineyards, improvements would need to be made to approximately 3,000 l.f. of existing unpaved roads to connect to the north to segment A3 of Napa Junction Road at the approximate alignment of the future Flosden Road extension.

The second alternative to the current access is Watson Lane, a public road located approximately 2200 l.f. north of Napa Junction Road, and accessible from Highway 29 via Paoli Loop Road (see Photos F-7, F-8, and F-9). Watson Lane provides access to residential and agricultural uses, and crosses the railroad at a single track at a public crossing. The public road ends approximately 800 l.f. east of the railroad at an improved private road on Jaeger Vineyard property that serves agricultural and residential building complexes to the north and south. If this route is to be used for access to the Preserve, in addition to permission from Jaeger Vineyards, improvements would need to be made to approximately 1800 l.f. of existing unpaved roads to connect to the south to segment A3 of Napa Junction Road at the approximate alignment of the future Flosden Road extension.

Preserve Road System

Internal circulation on the site is provided by a system of unpaved ranch roads comprising a total of approximately 3.36 miles (see Figure 7). Roads on the Open Space Preserve site are described in detail in the Road Inventory and Assessment Chart in Part Three. For convenience, roads are given "placeholder" names and assigned segment numbers. Each road segment is covered in the chart with general recommendations, and site-specific recommendations as appropriate. **This Inventory and Assessment is for general planning purposes only. All findings and recommendations are preliminary and should be subject to review and confirmation or correction by qualified engineers.**

The Preserve roads have historically been used for cattle ranching operations and for access to the PG&E transmission towers. Road connections onto adjacent properties (in addition to the main access) are located at five points around the perimeter of the site as indicated on Fig. 7.

Photo F- 4: South Napa Junction Road at Highway 29 (looking west)

Photo F- 5: South Napa Junction Road near R.R. (looking west)

Photo F- 6: South Napa Junction Road at R.R. (looking east)

Photo F- 7: Watson Lane at Paoli Loop (looking east)

Photo F- 8: Watson Lane approaching R.R. crossing (looking east)

Photo F- 9: looking south from end of Watson Lane across Jaeger Vineyards

The road system is generally in good condition, with exceptions as noted in the Road Inventory and Assessment, and most roads are navigable by passenger vehicles during dry conditions. The good condition of the roads can be attributed to a large extent to very low use levels. Many of the roads have vegetation growing across the entire surface, which greatly reduces erosion.

From both functional and aesthetic standpoints the roads are well adapted to use as a public trail system. They afford access to most areas of the site, are generally adequately designed and constructed, and provide enjoyable views and experiences for trail users. A few segments are too steep and/or are routed straight down hillsides, making control of runoff and erosion difficult. Other segments dead-end at private property or steep hillsides. These segments are recommended for abandonment, as noted in the Inventory, and alternative alignments are recommended for trail connections where required. Generally, construction of new roads should not be necessary, and new trails are required only in limited locations to provide connections or as alternatives to road segments with undesirable configurations.

Much of the site, including steep slopes and creek banks, is laced with cattle trails. These trails are highly susceptible to use and expansion by Preserve visitors. While some of the cattle trails may be in appropriate locations and may ultimately become part of the designated trail system, many are locations where expanded use could lead to environmental damage or user safety issues.

The soils on the site (described specifically in Section E) are heavy clay loams, which are extremely slick and sticky when wet, and highly susceptible to slope or bank failure when saturated. While the roads are nearly all passable to passenger vehicles when dry, they are impassible even to four wheel drive vehicles when saturated, at least without risking significant damage to the road surface, and subsequently to the road structure. In wet conditions the roads are also impassible, or at least impractical, for use by bicycles and horses, which can each damage the surface with ruts or hoof prints, respectively. Although pedestrians are less likely to cause surface damage than horses and bikes, they will also experience adverse conditions in wet weather. Judging when the roads are wet enough to cause damage from different types of users requires careful monitoring and experience.

Ridge Trail Planning Studies and Grants

One aspect of road use and trail planning related to the Newell Preserve is proceeding on a separate track from the Management Plan. The Bay Area Ridge Trail Council is a private non-profit organization dedicated to implementation of a regional multi-use public trail ringing the nine Bay Area

counties. Through the State Coastal Conservancy, the Ridge Trail Council has provided a $236,000 grant to the Solano County Farmlands and Open Space Foundation to develop a section of the Ridge Trail, an overall Preserve trail system, a public trail staging area including parking, signage and sanitary facilities, and an environmental education program at the Foundation's Lynch Canyon Preserve. The Ridge Trail Council has also committed grant funding for trail and related public access improvements at the Newell Open Space Preserve.

The plan for trail development and designation for Lynch Canyon (see Appendix E) includes construction of a new trail segment on the east side of the ridge between Lynch and Newell (G (1) on Figure 7), connecting from roads designated as segments D and H in this report, and utilizing a portion of roads G, E and E(1). The Route Study map also shows possible future Ridge Trail use of the remainder of road segment E. The Route Study shows that portions of these trails, including the proposed new trail, are on the Newell property.

The trails were constructed in Spring, 2001. Access on a docent-led basis is to continue, expanding on a limited program already begun by the Foundation. Overall, the Ridge Trail planning and grant support is a tremendous boon to the public access objectives of both the Newell and Lynch Preserves. However, careful coordination of improvements and use will be required, since the areas are managed by different organizations, while the sites are physically one unit, and any uses that occur on one site will inevitably occur on the other.

Conclusions

Any of the three alternative access routes to the site will require agreements with Jaeger Vineyards and the Newell's, and significant improvement to provide a surface suitable for public access. The Watson Lane alternative presents the best physical access situation with the least improvements required. A better public crossing of the railroad and closer access to the site will be created when the Flosden Road and Donaldson Way extensions are completed.

The existing roads on the site are in good condition except for problem areas primarily along segment D and the southern portion of segment F. Except for a few overly steep or dead-end segments the roads, and a few needed connections, the existing road system provides a complete public trail system to serve the Preserve.

Roads that are to be used for public vehicle access at any time, and roads that need to be accessible in wet weather for patrol, emergency or agricultural purposes should have an all-weather surface; at minimum compacted base rock.

Careful attention should be paid to the use designation, improvement and maintenance of roads and trails and related drainage facilities, as no other site feature is likely to have as significant cost, or environmental impact if it fails.

Figure 8
Site Vicinity and Access Map

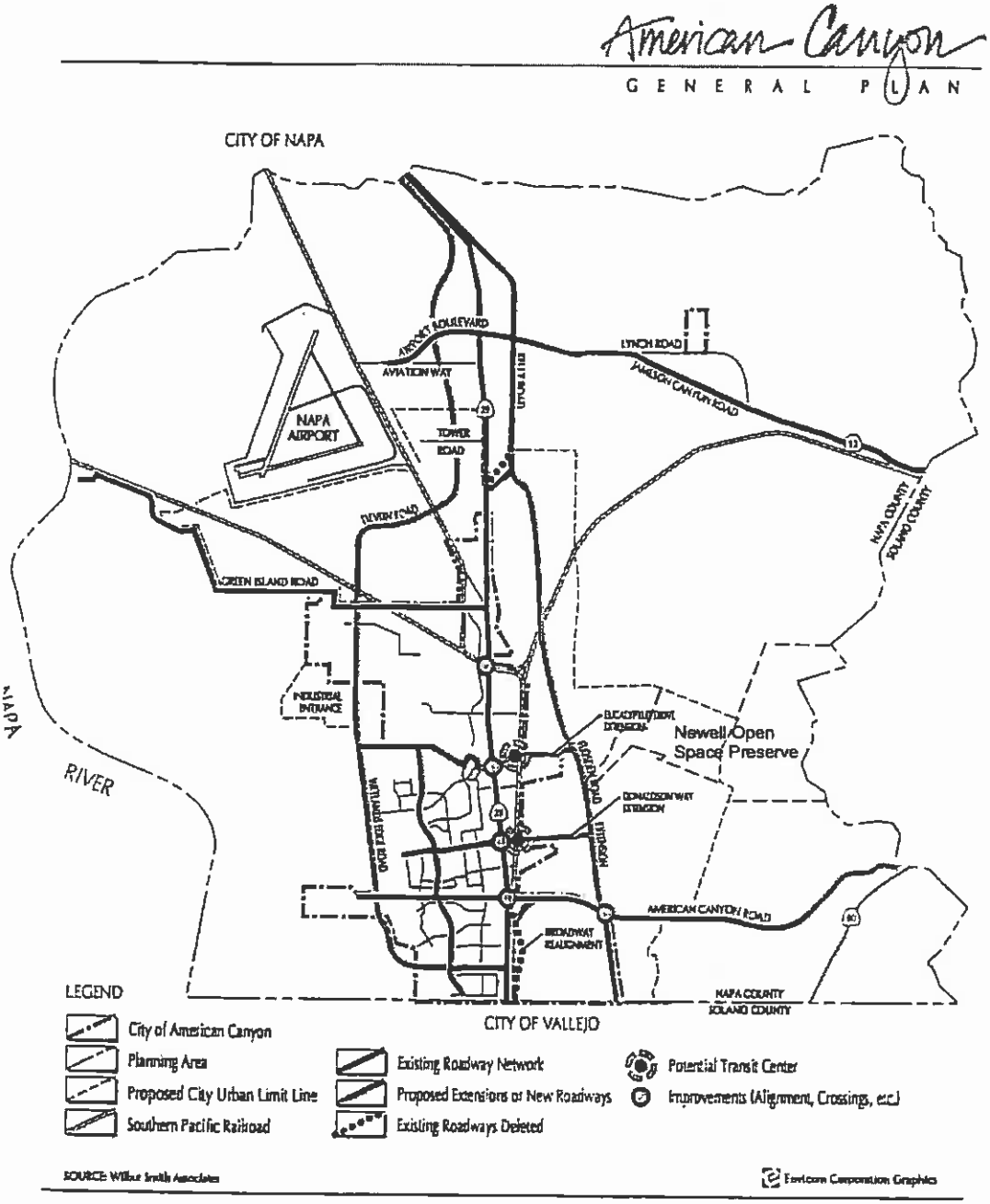


Figure 9
General Plan Circulation Map

Section G: Facilities and Infrastructure

The Newell Open Space Preserve will remain mostly undeveloped, in accordance with its purpose to preserve and protect the area's flora and fauna, as well as for public hiking and equestrian use. The one remaining structure on the site, an old barn, is in the only area that is anticipated and suited for development of significant facilities (see Figure 10). This site is located near the entrance to the Preserve, south of the lower canyon creek.

The creek in this area lies between eroded banks rising approximately five to eight feet above the creek bed. There is a margin of vegetation on either side of the creek comprised primarily of Coast Live Oak (*Quercus agrifolia*), red willow (*Salix lasiolepis*) and Blackberry (*Rubus ursinus*). In the past there was a bridge crossing the creek just downstream from a large mass of three oaks.

On the southern side of the lower canyon creek is a relatively level area that has historically been the site of dwellings and agricultural buildings. It lies between the lower canyon creek and a steep wooded hillside to the south, and features a long vista to the west. Near the barn remnants of foundations are apparent from two previous dwellings. It was in this clearing that Mary Falls and Richard James built their house when they established their homestead in 1853 (see Section D, Cultural Resources). At least as late as the 1960s there was an intact home in this area where the Lopez family lived. (Mike Rippey).

Approximately half of the total level area around the barn is within the frog mitigation area described in Section B of this report. The boundary of the mitigation area and the Preserve property lines have been roughly approximated on Figure 10. They should be located accurately by qualified surveyors before detailed planning of facilities is undertaken. The remaining usable area around the barn is approximately 2 acres, which may be a constraint depending on the extent of desired parking and facilities.

The wooden barn, while still standing, is not in good structural condition. It is approximately 53 feet wide by 46 feet long with a steeply sloped aluminum roof that is badly damaged, especially on the south side. The barn has an earth-floored central bay approximately 18 feet wide where the feed was presumably stored and forked into the feed troughs, and open cattle feeding areas under the eaves on the north and south sides. These feeding areas have deteriorated concrete floor surfaces. The low eaves on the open sides have sagged further as the structure has aged, such that the eaves on both sides are less than six feet clear of the ground. The barn structural members appear to have been protected from the weather and appear to be sound. The barn should be inspected by a structural engineer or other qualified person to advise on condition and requirements to stabilize and improve the structure.

It is possible that the barn could remain as a historic relic, and be improved upon to become the preserve visitors/education center.

This area may also be the site of a future caretaker's home. A caretaker could function to monitor the condition of roads and trails as well as provide a presence on site to encourage visitors' compliance with preserve regulations. This area is well suited for the visitors' center and caretakers home because it is close to the preserve property boundary and the entry road, and is relatively close to water and power services.

Access to water is available from City of Vallejo water mains. Both potable water and raw water lines are available approximately 1500 feet west of the Barn area, crossing the access road near the Newell's driveway. Access to electric power and phone service is also at this point, which is the extension serving the Newell residence. Figure 8 notes the location of the power and water lines. There are no sanitary sewer facilities located on or near the site, and waste disposal would have to be provided by septic system(s) or vault toilets.

The only other facilities or infrastructure on the site are PG&E transmission towers, ranch roads and related drainage structures, fences and gates, and rudimentary water collection systems for the cattle operation. These facilities are located on Figure 7 and are described in Section F and Road Inventory and Assessment, the Road Inventory.

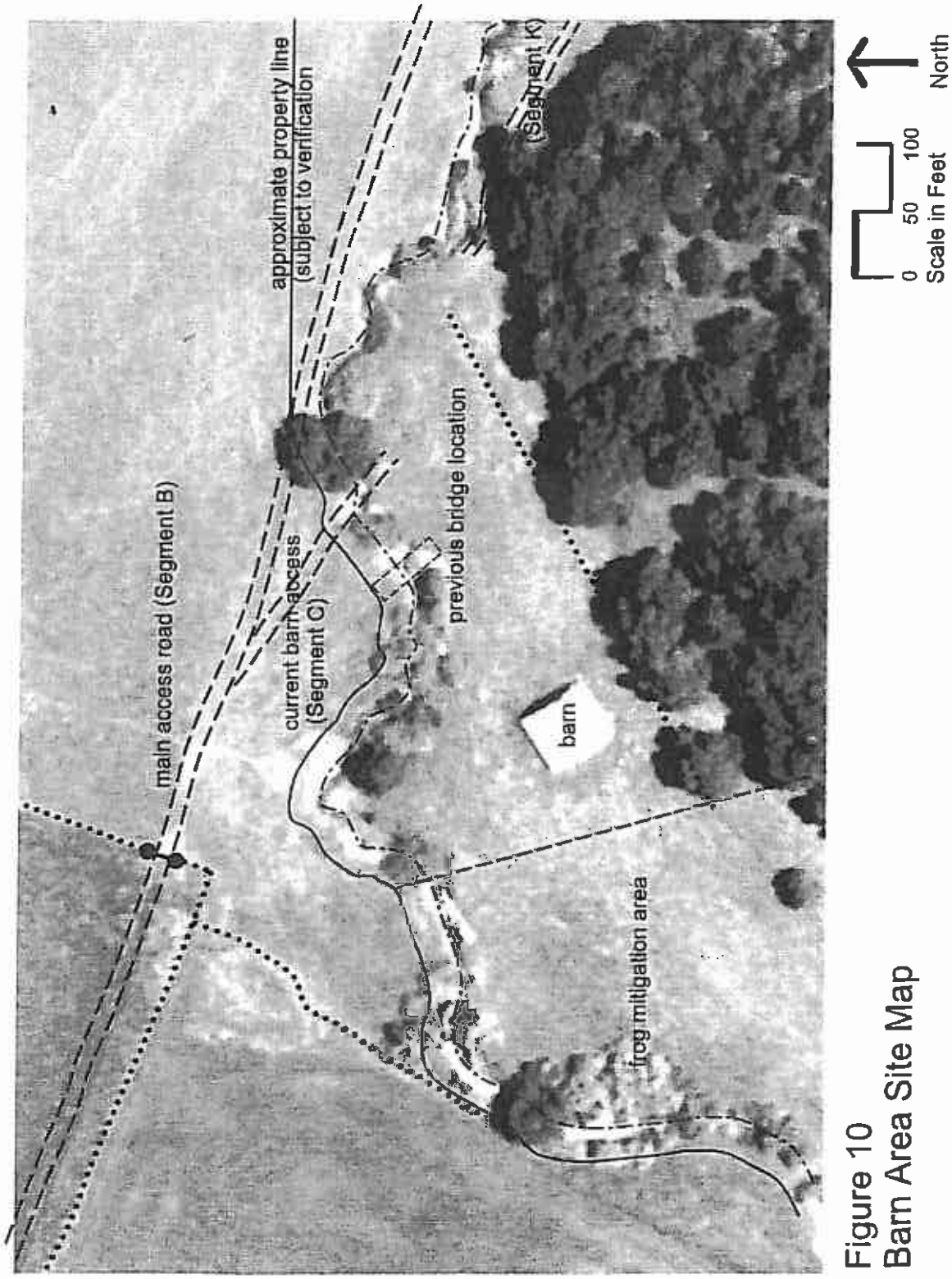


Figure 10
Barn Area Site Map

Overview

Part Two of the Management Plan specifies the policies and actions for management, improvement, and public use of the Preserve. Once adopted by the City of American Canyon and accepted by the Napa County Land Trust, these measures become the official policy and plan for use and management of the Preserve. The Use and Management Program, except for the Grazing Management Plan, is presented in outline form for easier reference. Section A addresses Resource Protection and Restoration, which is the priority goal for the Preserve. This includes the Grazing Management Plan contributed by the Natural Resources Conservation Service, as grazing is an integral part of the resource management approach. Section B addresses Site Use and Improvement: policies for management of public use and implementation of related improvements and facilities. These policies and measures have been designed to support the Resource policies. Section C, Site Management, addresses the tasks and arrangements necessary to effectively administer and manage the site in accordance with the Resource and Site Use and Improvement policies.

Section A: Resource Protection and Restoration

The overall goal is to restore the Preserve to a diverse and relatively natural biological condition, to the extent possible. Given the historical conversion of grassland to dominance by non-native annuals, and the long-term alteration of the landscape by grazing and prior manipulation by Native Americans using fire and rudimentary agriculture, there is no absolute "natural" condition, and even an unaltered landscape evolves and adapts to climatic and biological changes over the long term..

The primary focus of specific resource protection and restoration efforts will be on grazing/grassland management, including fencing and water supply improvements to provide opportunities to rotate cattle and protect creeks; creek bank and creek bed restoration and protection measures, and measures to protect and restore tributary drainage gullies; and protection of rare and sensitive plant species, including serpentine bunchgrass, and Tiburon paintbrush, and animal species including burrowing owls, eagles, and other raptor species that congregate on the site during fall migrations.

1. Native Vegetation

a. Monitoring and Management

1) Develop an agreement with the California Native Plant Society, Natural Resources Conservation Service, local universities, and/or other qualified botanists to annually monitor and report on the condition of native plant populations and habitat, and help identify and coordinate needed protection and restoration action.

2) Coordinate monitoring and management efforts with Solano County Farmlands and Open Space Foundation, managers of Lynch Canyon Open Space Preserve.

3) Conduct a fine scale survey of soils to help identify sites suitable for tree planting.

4) Arrange that consistent scientific study methods are used and records are maintained for future reference and assessment

b. Rare and Sensitive Plant Species

1) Protect habitat of Tiburon paintbrush from grazing by fencing and monitoring population/habitat on a regular basis. Use controlled short-term grazing and/or other management practices to maintain and improve the health of this plant community. Minimize impact to this community by excluding this area from trail construction, but permit casual entry for photography and other forms of passive recreation or study.

2) Regularly monitor the population of Ribes victoris and other special status or unusual plants on site and determine if protection or restoration action is needed.

3) Isolate riparian corridors or create setbacks from cattle grazing areas to improve water quality, minimize erosion and vegetation trampling. Actively restore degraded riparian vegetation.

c. Plant Habitats and Communities

1) Minimize grading to minimize erosion and reduce vulnerability to weed invasions.

2) Install fencing to control grazing access to the Serpentine bunchgrass plant community to maximize quality of sensitive plant habitat (see A.3., Grazing Management). Use controlled short-term grazing and/or other management practices to maintain and improve the health of this plant community.

3) Minimize impact to the Serpentine bunchgrass plant community by excluding this area from trail construction, and providing docent-led access to enhance public appreciation.

4) Install fencing to control grazing access to riparian areas and take action to protect and restore riparian vegetation (see A.5.b., Riparian Areas, for specific protection and restoration measures).

5) Encourage native grasses and forbs by controlled grazing and/or burning, and potentially by collection and planting of seed from existing plants on-site.

6) Prevent erosion along trails, gullies and roads by restoring with perennial ground cover (*Leymus triticoides* and *Carex barbarae*) and shrubs (*Symphoricarpus albus, Rubus ursinus*). Use only locally collected seeds or cuttings for restoration projects.

d. Invasive Plants

1) Control yellow and purple star thistle, teasel, fennel, cardoon, horehound and other invasive plants in grassland areas through careful management of grazing and/or controlled burning (see A.3., Grazing/Grassland Management, and C.1.e., Fire Protection).

2) Control invasive plants in public use areas and other non-grazed portions by hand or machine mowing, pulling, and use of herbicides in an environmentally sound manner in accordance with best management practices.

3) Control weed invasion along streams, particularly Himalayan blackberry, by annual monitoring and if needed, executing a program to control or eliminate where possible.

4) Monitor the Eucalyptus groves on and near the site and remove seedlings as necessary to control the spread of these trees. These eucalypts provide desirable nesting and roosting sites for raptors, and have value as cultural/aesthetic features, but can be invasive if not controlled over the long term. The very long-term objective is to replace these non-native trees with native trees, such as oaks.

5) Remove dead wood from the Eucalyptus grove to reduce potential for falling limbs.

2. Wildlife and Wildlife Habitat

a. Monitoring and Management

1) Work with the Audubon Society, the U.S. Fish and Wildlife Service, local universities, and/or other qualified biologists to monitor and report on the condition of native animal populations and habitat, and help identify and coordinate needed protection and restoration action.

2) Arrange that consistent scientific study methods are used and records are maintained for future reference and assessment. The Land Trust of Napa County will be responsible for reviewing and approving scientific study methods.

3) Monitor and potentially manage populations of feral and non-native animals that may impact preserve resources, such as cats, dogs, red fox, and wild pigs. Cooperate with adjacent property owners, County Animal Control, and state and federal wildlife agencies with regard to any significant control measures.

4) Coordinate monitoring and management efforts with Solano County Farmlands and Open Space Foundation, managers of Lynch Canyon Open Space Preserve.

b. Sensitive Species, Habitats

Regulate traffic or isolate portions of the park during season of ground nesting birds. Specifically protect the colony of burrowing owls located in the southeast corner of the site.

c. Red-Legged Frog Mitigation

Work with US Fish and Wildlife Service to improve habitat for red-legged frog. This may include development of shallow seasonal ponds in the designated mitigation area, and/or along portions of the lower main canyon creek.

d. Eagle Nesting and Other Raptor Protection

Close or limit use of trails that pass near active nests during nesting season of protected raptor species and potentially during heavy fall raptor migration activity. Coordinate with Audubon Society and U.S. Fish and Wildlife Service regarding monitoring and protection methods, and combine efforts to control access with public information and education.

3. Cultural Resources

a. Archaeological Resources

1) Protect existing archaeological sites and features from disturbance, potentially including fencing of the grinding rock along trail K.

2) Use qualified archaeologists to survey any sites to be developed or disturbed prior to initiating work, if the site has not been previously surveyed.

3) Do not publish the location of known archaeological sites in order to protect them.

4) Include information about Native American use of the site in interpretive materials and programs (see 7.c.1), Barn Area Use and Improvements).

b. Historical Resources

1) Continue to collect and maintain information about the history of use of the Newell Preserve site and adjacent areas and make it available to current residents and visitors.

2) Include information about history of the site and the region in interpretive materials and programs (see 7.c.1), Barn Area Use and Improvements).

4. Geology, Soils and Hydrology

Many of the slope failures and eroded gullies on the site are located along road segment D and the parallel creek drainage to the south. Fencing cattle out of the area between the road and the ridge south of the creek as proposed in the grazing management plan will aid the protection and restoration efforts outlined below. The references outlined below provide general guidance. Repair methods should be specified for each particular problem area by a qualified engineer or scientist.

a. Landslides and Bank Failures

Many of these failures are related to down-cutting of stream channels or cuts created during road construction. Other slope failures have occurred naturally and will stabilize and re-vegetate on their own.

1) For slides that are impacting roads on moderate slopes, re-grade the road through the area while minimizing cut or fill slopes.

2) Facilitate drainage of water from the slope by installing subsurface drains similar to the diagram *Surface and Subsurface Drainage to Increase Soil Shear Strength*, USDA, Natural Resource Conservation Service, 1998.

3) Use bio-engineered slope stabilization methods outlined under Riparian Areas (b.5) for very steep or unstable slopes.

b. Riparian Areas

1) Isolate riparian corridors partially or completely from cattle to improve water quality, minimize erosion and trampling (flash grazing may be useful for vegetation management purposes).

2) Monitor the south canyon tributary creek for impacts of cattle. The Grazing Management Plan includes fencing and development of new water supplies that will allow cattle to be fenced out of riparian areas along the entire upper and lower main canyon. The south tributary creek will remain accessible to cattle. It is well vegetated and does not display the impacts of the main canyon creek. It should be monitored and cattle fencing should be considered if impacts are identified.

3) Construct grade control structures (brush or rock dams or hard points) in creek beds as needed to stabilize downcuts. Specific details for construction are contained in *Groundwork, A Handbook for Erosion Control in North Coastal California*, Marin County Resource Conservation District, 1987, pages 21 and 22. Straw bale check dams should be avoided in creeks because they break down too easily.

4) Plant bare and eroding creek banks with native vegetation, i.e. willows and other native riparian plants, preferably collected from material on-site. Use fiber mats or other mulch as necessary to protect slopes until plants become established.

5) For actively eroding and slumping creek banks, use bio-engineered bank protection methods detailed in the *Field Engineering Handbook, Chapter 16, Streambank and Shoreline Protection*, USDA, Natural Resources Conservation Service, 1996, pages 13 – 21 and pages 31 and 32 Use of rock bank protection should generally be limited to the toe of slope on tight apexes of curves where scour will occur.

6) Remove old portions of water systems left in creeks. Reconstruct if necessary in conjunction with improvement of cattle water supply

c. Tributary Drainages

Stabilize and repair eroding gullies through the following methods, which are detailed in *Groundwork, A Handbook for Erosion Control in North Coastal California*, Marin County Resource Conservation District, 1987, pages 6 - 21:

1) Reduce soil compaction by eliminating or rotating grazing activity.

2) Reshape eroding head cuts and gullies by hand or light machine grading. Disturbed areas will require protection with straw mulch or fiber mats until vegetation is re-established. Large and/or steep re-graded areas or slope failures may require slope retention measures as outlined under 5.b.

3) Replant with herbaceous cover (broadcast or hydroseeded native seed mix), and/or with woody vegetation (ideally cuttings from native willows if there is enough soil moisture to support them).

4) Replant north-facing gullies with native oaks, bays and buckeyes to provide cover and slope stabilization.

5) Install rock or brush check dams and rock riprap in particularly steep down-cutting channels.

d. Wetlands

1) Reduce impact to wetlands by controlling grazing and providing alternate water sources.

2) Avoid impacts by keeping trails out and away from wetlands.

e. Unique Geological Features

The rock outcroppings at the southeastern boundary of the Preserve should be protected from potential damage by climbing activities (see Site Use and Improvement, B.3.e)).

5. Grazing Management Plan

Introduction/Setting

During the fall and spring of 2000-2001 NRCS staff began assessing the Newell Open Space Preserve, (NOSP) property, at the request of the City of American Canyon, the Land Trust of Napa County, and planning consultant Randy Anderson. NRCS was requested to prepare a physical assessment of the NOSP and a grazing management plan with the current lessees Ron and Ralph Azevedo. The following natural resource assessment and plan recommendations were prepared following on-site reconnaissance, meetings with the Azevedo brothers and others, and reviews of existing resource information available for the NOSP and neighboring Lynch Canyon lands.

The 648 acres of preserve lands have a long history of farming and ranch use. Livestock grazing has been the dominant use of the land for the last 150 past years or more, (personal communication with Ralph and Ron Azevedo).

About 80% of the land area consists of annual grasslands. The majority of the remainder of the preserve includes bay laurel-oak woodlands and two groves of Eucalyptus. Most lands are steep in terrain with isolated pockets of gentle slope and canyon bottom lands and ridge lines soil types generally differentiate the various vegetation areas. The 1978 SCS Napa County Soil Survey maps most of the grasslands as Fagan clay loams, within two slope phase designations. The bay laurel-oak woodland in the southwestern corner of NOSP is mapped as Millsholm loam 30-75% slope. Two prominent rocky ridgelines consist of Hambright-rock outcrop complexes, and an inclusion of serpentinitic soil along a portion of the southern property boundary.

Fagan soils are generally associated with Markley formation sandstone parent materials. Fagan soils have a high soil moisture holding capacity, owing to a high clay content in both the topsoil and subsoil. Landslides and earth flow instabilities are common occurrences in Fagan-dominated landscapes. NOSP grasslands and riparian areas are heavily pock marked with earthen rotational slumps, landslides, and gullies, throughout much of the uplands. Stream bottom degradation and bank erosion are common along most of the upper riparian area reaches. Fine sediment deposits in lowland riparian areas represent a small fraction of the erosion emanating from hillslopes and down-cutting headwater stream reaches.

Photo 2 -1. Looking northwest from NOSP. Typical hillside landscape of Fagan series. Note recent landslide activity in the background.

Ranch access roads, road culvert outlets, and grazed riparian areas in various areas of NOSP exhibit active concentrated flow, gully, and headcut erosion that has been accelerated by land management practices. Restoration plans will clearly need to focus on protecting these areas from overuse, to allow for vegetation to establish and provide adequate stabilization.

Grazing

Forage production on Mediterranean annual grasslands is highly variable, both on a total annual and seasonal basis. Precipitation, soil type, land slope and aspect, canopy overstory, and forage type/condition, influence the amount, quality, and seasonal availability of feed. High soil moisture capacity and cool, foggy conditions combine to create potential for excellent annual grass and for production in the Jamieson/American Canyon lands of southern Napa County. This potential must be evaluated and balanced with additional considerations with steep slopes, soil compaction, and the presence of yellow star thistle, *Centaurea solstitialis* and purple star thistle, *Centaurea calcitrapa.* Climate, physical conditions and plant community composition alone do not fully determine the productive capacity of the land. Grazing strategies and tools including stocking rate, season of use, watering and mineral supplement location, and paddocks development/ management also significantly influence short and long term feed production and sustenance of desired plant species.

Grazing capacity is defined as forage production available for grazing on a given site. Expressed as animal unit months or AUMs, (the amount of forage needed to support one adult cow with calf for one month), available forage is factored minus that which

should be left as residue at the end of the grazing season. Properly calculated for the site, stocking rate provides a measure of the number of livestock that can be grazed without damage to forage productivity or decline in condition of the land.

Site Productivity Estimation

Because detailed site-specific grazing history and forage production records are not available for the preserve, various sources of information were consulted to determine estimated carrying capacity production. Estimates for the neighboring Lynch Canyon property were examined, but productivity estimates based on short-term plot data appeared to be somewhat high.

Based on local experience in the Jamieson Canyon/ American Canyon area, well-managed ranches have been able to carry an animal unit, (AU) equivalent on 3 to 6 acres, per typical 5 to 6 month grazing season, (NRCS staff long-term observation and experience). County SCS soil survey range site productivity figures for Fagan "fine loamy" range sites place grazing capacity estimates roughly within this estimate in "favorable" vs. "unfavorable" rainfall years. The UC Davis "Estimated Grazing Capacity Scorecard" was consulted, but not used, as precipitation and geographic ranges do not fit well with conditions in southern Napa County.

SCS soil range site descriptions were used for NOSP estimates, as figures closely match long-term productivity observations, and allow for production based on soil and rainfall variables. In years of average to above average rainfall and favorable rain distribution, the survey lists 3,200 pounds of annual air dry production potential per acre. In dryer, less favorable conditions only 1,600 pounds of production are estimated.

A second "Shallow course loamy" range site description is mapped for bay laurel-oak woodland lands in the south west portion of the NOSP. Because this area will be precluded from grazing, acreage and production estimates were precluded from the analysis. In addition, because sensitive plant communities, erosion prone lands, and most riparian areas are being recommended for exclusion from regular grazing, a total area of 460 acres is estimated to be available for forage production. Of these lands, approximately 30%, or 138 acres are moderately sloping with the remaining 322 acres in strongly to steeply sloping terrain. Different grazing utilization factors as well as 2 residual dry matter, (RDM) factors, were used based on terrain variables previously noted. These are reflected in the following NOSP grazing capacity estimate summary:

Table 2-1

Fine-loamy SCS Range Site Production Estimates For NOSP Grazable Lands

		Favorable Years				Less Favorable Years	
	Moderate Lands		Steep Lands		Moderate Lands		Steep Lands
*Total Production	441,600		824,320		220,800		515,200
Recomm'd. RDM *	103,500		322,000		103,500		322,000
Total Avail. Production*	338,100		502,320		117,300		193,200
Total AUM's Available		840				311	

* Figures are in pounds

The above figures were based on an estimated 460 acres of net grazable land. The Grazing Management plan map details locations of pastures, and designated grazing exclusion areas used in the analysis. Computations included higher required residual dry matter, (RDM) levels for steeper lands and a 20% reduced forage use factor for lands less accessible for animal use. Maintaining minimal prescribed levels of RDM throughout NOSP will be an important tool to assess proper grazing use. It is recommended that a minimum of 750 lbs. per acre be left on moderately-sloping land, and 1,000 lbs. per acre retention on the steepest lands. In addition to RDM measurements, visual assessments of plants species composition, and range trend analysis will provide an ongoing measure of grassland restoration and grazing management effectiveness. More detail is provided in the "Monitoring" section of this plan.

Current Grazing Program

The Azevedo's currently graze NOSP lands in combination with other adjacent properties, where they run a diversified cow/calf and stocker operation on their own ranch and other adjoining lands. The NOSP, portions of Lynch Canyon, and the Jaeger ranch, (about 1,500 acres total) are mainly utilized to carry yearlings. The cattle are brought onto the land in mid to late fall and graze into the month of June. Perimeter fencing between NSOP and Jaeger lands is in poor repair, and no fencing is in place between NSOP and the Lynch Canyon Parcel. In January 2001, about 250 yearlings

were grazing NSOP and plans called for keeping the animals on the land through the grazing season, (personal communication with Ralph and Ron Azevedo).

Assuming that the 250 yearlings stay mostly on the NOSP through May, forage demand would roughly equal 1,125 AUM's, (250 x 0.75 AU x 6). Assuming a six-month grazing season, with no winter supplementation of hay, this value exceeds the "favorable" year production estimates by about 33%. It should be noted that these production estimates are based on a future net loss of 20% of currently grazable land, as previously noted. The use of, or need for supplemental hay feed inputs and grazing drift due to lack of fencing control between ranches are management issues that should be clarified prior to implementing a grazing plan agreement between the city and the Azevedos.

Although production estimates for carrying capacity are rough at this point, they do point to the fact that stocking rates and past grazing season range conditions should be closely monitored to evaluate for any needed adjustments. The preliminary analysis strongly suggests that stocking rates would need to be significantly reduced to prevent overgrazing in less favorable rainfall years.

Fencing and other rangeland improvements should be put in place to improve grazing control on the NOSP. Once necessary perimeter fences, cross fencing, and water developments are complete, yearly post-grazing RDM measurements and pasture condition and trend observations will provide information to fine tune stocking rates, and evaluate grassland restoration goals. Applied properly, prescribed grazing management practices should reduce upland erosion rates, help control star thistle, reduce water quality impairment, and improve overall plant species composition. Exclusion fencing of sensitive riparian and upland erosion problem areas, coupled with revegetation and other stabilization measures will be important additional components of the restoration package.

Rangeland Improvements

Currently, NOSP lands have minimal facilities to control and manage livestock grazing. Perimeter fencing between the property and adjacent lands grazed by Azevedo's should be repaired or installed as noted on the plan map. Water development and pasture cross fencing are also lacking, allowing cattle to roam freely throughout the NOSP without the benefit of pasture rotational rest periods. Resting of pasture units will be essential to achieving restoration, production, and management goals.

Photo 2-2. Proposed South Pasture, (Looking northwest)

In addition to grazing management control, certain fences will also create exclusion zones to protect riparian areas, sensitive plant habitat, and the Southern Woodland area. Based on monitoring results, it may be beneficial to periodically introduce short-term "flash" grazing of these sites to manage mediterranean annual weeds and allow for establishment of introduced trees and shrubs.

Wherever possible, fencing should be located downslope from ridgelines to reduce visual impacts. Fencing should also be constructed where maintenance access will be possible. Fencing should also be kept as far away as possible from gullies, landslides and other active erosional areas. Public use of the area precludes building electric cross fencing. The conservation easement calls for "wildlife friendly" fencing with the following specifications:

- Height of fence should be a maximum of 42 inches;
- Smooth (barbless) top wire;
- At least 12 inches between the top two wires;
- Smooth bottom wire at least 16 inches above the ground.

(Source: Colorado Division of Wildlife, Hot Sulphur Springs, CO; (970) 725-3557

Gates and access-through points will be designed for public passage where necessary. NRCS will supply specifications for construction of fences and bracing systems.

Development of watering locations, as noted on the map, will be necessary to replace riparian watering areas along the northern and main-stem creek channels. It will also assist with more efficient, uniform distribution of grazing. It is recommended that the city extend a pressurized water line up the main road, as shown on the map, to feed 2 main troughs in the west and south pastures, (to be created with cross fencing). A third

trough, (spring fed) should be restored in the location noted in the south pasture. NRCS will be available to assist with design of the systems when trough siting is finalized. Water for the north pasture and uplands of the south pasture will source from the Lynch Ranch, and a seasonal pool in the northeast corner of the NOSP. Watering locations will need to be fully developed and operational prior to cross fencing the pastures. If additional paddock units are fenced in the west pasture for yellow star thistle management, one or two additional troughs should be placed west of the one shown on the plan map.

Costs

Cross-fencing required to create the 3 pastures and grazing exclusion areas totals approximately 11,500 feet, (based on the scaled plan map). Based on conversations with Ron and Ralph Azevedo, about 12,900 feet of perimeter fence needs to be replaced as well. Developing the two trough watering locations will require about 3,600 feet of pipe, in addition to the water troughs and appurtenant fixtures. The following table summarizes estimated costs, factoring labor as well as materials for fencing and water improvements.

Table 2-2. Cost Estimate

Item	Extent	Unit Cost	Total
Cross-fencing	11,500 ft.	$2.00 per foot	$23,000.00
Trough Pipe System (1 ¼ in. sch. 40 PVC)	3,600 ft.	$1.80 per foot	$6,480.00
Watering Troughs	3 units	$500.00	$1,500.00
Perimeter Fencing	12,900 ft.	$2.00 per foot	$25,800.00
Spring Development Restoration	1 Development	$1,000.00	$1,000.00
Sum Total Cost	—	—	**$57,780.00**

Various grants or cost-sharing programs may be available to help defray some of the range improvement costs. The USDA's "Environmental Quality Incentives Program", (EQIP) may be a potential source of cost sharing assistance, if the City of American Canyon is deemed to be an eligible sponsor, (this is currently being investigated). Other programs such as the USDA "Wildlife Habitat Improvement Program", (WHIP) may also be a funding vehicle for riparian exclusion fencing and associated habitat improvements.

Photo 2-3. Spring development in need of repair, (South Pasture)

Grazing Monitoring

To achieve grazing production and grassland restoration goals, regular monitoring of range condition should be conducted. This monitoring could be performed by the property caretaker or volunteers, who could be trained by the NRCS. Maintenance of adequate RDM levels will ensure that ground surface conditions enhance control of soil erosion, minimization of soil compaction, and desired plant performance.

Visual gauging tools such as the Wildland Solutions "Residual Dry Matter Monitoring Photo Guide" provide an excellent, practical resource for judging adequacy of RDM levels, and further refinement of stocking rates. Observations of soil capping and crusting, runoff patterns and plant specie composition add to the analysis of grazing effect on the land.

Several visual photo points should be established in each pasture unit to provide yearly comparisons of RDM levels, surface conditions, and trends in general plant community composition. These observation methods should be combined with yearly weather data, stocking records, weaning weights, and animal performance to determine optimum stocking rates, stock density, and season-of-use strategies for the various pastures.

Weed Management

It is proposed that the west pasture be considered as a special management area for yellow star thistle, (YST) control. This weed infests vast areas of annual rangeland in California, and is a troublesome invader in the NOSP.

A great deal of research on YST control has been carried out by the University of California and others. Currently, no single control strategy has emerged as a "silver bullet" for managing the weed. Various methods have been examined, including herbicides, fire, mowing, tillage, and grazing pressure. For the NOSP setting, herbicides and planned grazing timing are the most appropriate management methods. A combination of both methods will likely be the best approach.

A major goal of the grazing management program will be to maximize the distribution and overall stand density of native perennial grasses. Vigorous stands of perennial plants have also been observed to suppress the extent and density of YST infestations in various Napa County rangeland settings. NRCS and the University of California Extension Service will be able to provide further guidance on YST control, as cross fence and water developments enable more intensive management of NOSP pastures.

Critical Erosion Areas

Soil erosion problems are common in the hillside landscapes and upstream riparian areas. Excluding these areas from grazing is an important first step in the restoration process. The eastern-most grazing exclusion area noted on the plan map should be considered a priority, as stream channel erosion as well as active landslides discharge high rates of sediment to the stream, and preclude establishment of needed vegetation and habitat.

A combination of small, in-stream structures, native tree and shrub plantings, and vegetative revetments are recommended to reduce stream bank erosion problems and check head-cut erosion in the stream bottom, and adjacent landslides and gullies. Most measures can be installed with minimal use of heavy equipment and disturbance to fragile in-stream habitat. Typically termed "bio-engineered" treatments, these practices feature maximum use of plant materials, and minimal use of hard-armoring materials such as rock rip-rap. Selection of practices, and installation detail are specifically designed to re-establish stable, stream geometry, in keeping with natural, historic morphological characteristics. Because riparian areas are resilient ecosystems, biological functions and values can typically be restored relatively quickly, as compared to upland habitats.

Photo 2-4. Active head-cut erosion advances upstream in this reach alongside the access road. As the stream down-cuts, stream banks, road embankment, and adjacent hillsides are weakened and made more erosion-prone. Use of placed rock, native willow plant material, and plantings of trees, shrubs, grasses, and grass-like plants should be used to check head-cuts, stabilize stream banks, and restore shade and habitat.

Approximately 5,000 feet of riparian area is in need of erosion control and habitat planting. Most of the serious problems, requiring grade control and extensive plantings occur in the uppermost reach of stream in the grazing exclusion zone, (about 3,000 lineal feet).

No specific cost estimates have been developed, but similar restoration work on streams of this type range from about $50.00 per lineal foot to $80.00 per lineal foot. It is recommended that work be staged to treat lower stream reaches first, working restoration treatments gradually up stream, with in-stream grade control installations performed ahead of stream bank stabilization measures.

Photo 2- 5. Willow Revetment- Willow revetments are a very effective, low cost means of controlling stream bank erosion. On most sites, they can be built without the need for heavy equipment, just able-bodied labor. Collection of dormant plant material should be conducted as near to the planting site as possible. Trained volunteer crews, the California Conservation Corp., or private restoration firms are capable of performing the work, depending on the complexity of treatment needed.

The NRCS will be available to assist the City of American Canyon with further assessment of NOSP conservation needs, and also maintains a listing of qualified professional consultants and local suppliers of materials described and recommended in this plan.

Section B: Site Use and Improvement

This section provides policies and actions for management of public use and implementation of related improvements and facilities. These policies and measures have been designed to support the Resource policies, and to provide opportunities for public to enjoy, appreciate and take part in protection of the natural, historic, aesthetic, and recreational resources of the site.

1. Designated Trail System

a. Designate the trails A through K shown on the Site Conditions Composite map (Figure 7) as the Preserve trail system, with exceptions and additions as noted.

b. Designate the main canyon trail (segments A, B, and D) and/or the south canyon trail (segments F, G, H, and H1) as Community Connector Trails between the Ridge Trail and the City of American Canyon and the Bay Trail.

c. Segments F(1), E(2), G(1), H east of H(1) and the easternmost, switchback portion of J shall not be designated for public trail use due to steep slopes and/or dead ends at private property.

d. Sign segment E north of Segment E(1) to note that it is not a through trail and that there is private property ahead.

e. Designate and sign segments J and K for hiking only on a docent-led basis to ensure protection and appreciation of the more sensitive riparian and woodland habitat accessed by these trails.

2. Designated Trail Uses/Seasonal Limits

a. General

1) Trails shall be open to public use as specified in these policies. No other trail uses shall be allowed except by specific written permission of the City and the Trust.

2) All use will be restricted to designated trails and use areas to protect sensitive resources and minimize disturbance of cattle.

3) Access to specific use groups depends on their compliance with Preserve policies and regulations, suitable environmental and

safety conditions, and the ability of the City to provide adequate management and maintenance.

4) Where specific types of trail use conflict with resource management or agricultural objectives, they may be temporarily or permanently limited or excluded.

5) Trails may be closed to certain uses, or all use, seasonally, days of the week, or times of the day in order to protect resources and manage trail uses for safety and to avoid user conflicts.

b. Hiking

1) Hiking, walking and running shall be allowed on all designated trails subject to Preserve hours and specific trail closures for resource management or safety purposes.

2) Trail Segments K and J shall be designated for hiking use only, to allow a short loop, close to the staging area for families and nature observation.

c. Persons with Disabilities

1) Trails B and C and access within the Preserve staging area shall be improved to accommodate wheelchairs per state and federal standards.

2) All other trails are in natural terrain with slopes and conditions that do not allow improvement to these standards. However, gates, stiles, and other improvements on all trails shall be designed to allow wheelchair access wherever feasible.

d. Bicycles

Bicycles shall be allowed on all designated trails except Segments J and K, subject to Preserve hours, seasonal closures for wet conditions, and specific closures for resource management or safety purposes.

e. Horses and Other Riding and Pack Animals

Horses, mules, llamas and other riding or pack animals shall be allowed on all designated trails, subject to Preserve hours, seasonal closures for wet conditions, and specific closures for resource management or safety purposes.

f. Dogs

The City will carefully monitor and manage access to dogs to protect sensitive natural resources (particularly ground nesting birds), cattle grazing operations, and other public access uses, and to maintain consistency with policies for the adjacent and interconnected Lynch Canyon Open Space Preserve.

3. Designated Use Areas, Programs

a. Picnicking

1) Formal picnic facilities (tables) will be provided at the Preserve staging area and at the group camping area (see Fig. 11, Site Plan, and Fig. 12, Staging Area Improvements). No open fires will be permitted. Cook stoves and grills will be permitted.

2) Tables at the group camping area may be used informally by hike-in visitors when not used by campers, but shall not be available for public drive-in picnic use.

3) Reservation of the picnic tables at the staging area will be allowed for local groups. At least 2 tables will be reserved for public use when other tables are reserved for group use.

b. Hike-in, Group Camping

1) A hike-in/drop off group camping area for up to 20 persons will be provided near the junction of trails B, F, and K (ideally as a cooperative project with a youth organization).

2) The area will be available for use by local residents on a reservation/permit basis through the City Parks and Recreation Department. Basic facilities (water, toilet, tables, and designated sleeping sites) will be provided.

3) No open fires will be permitted. Cook stoves and grills will be permitted for authorized camping groups only on picnic tables or in designated cleared areas. No trash receptacles will be provided – users are to remove everything that they bring.

c. Environmental Education/Docents

1) Formation of a docent group to provide interpretive talks, hikes and rides will be encouraged. If formed, the docent group will be organized and coordinated by the Parks and Recreation Department.

2) A brochure corresponding to labeled stops may be created for docent-guided tours along the forest trail (Segments J and K). A booklet on native plants and animals may be prepared and sold to support environmental education program costs.

d. Stable Facilities

If sufficient and appropriate land becomes available in close proximity to the Staging Area, then stable facilities, including an Arena, may be developed.

e. Old Mine

1) A steel security gate shall be constructed over the entrance to the mine to prevent unauthorized entry.

2) No entry to the mine shall be permitted until the mine is inspected by an engineering geologist or other qualified professional to determine if it is safe for entry, and any recommendations for reinforcement or other safety precautions are implemented.

f. Non-motorized Model Gliders

Subject to the terms and conditions imposed by the Land Trust, non-motorized radio-controlled model gliders may be allowed in designated areas within the Preserve.

4. Facilities and Fixtures

a. Restrooms

1) Restrooms shall be provided at the Preserve staging area, and at the group camping area.

2) Initially, restrooms shall be portable units, to be replaced by prefabricated toilet buildings with concrete holding vaults when funding permits.

3) All temporary and permanent toilets shall be handicapped accessible.

b. Benches and Tables

1) Picnic tables shall be designed and installed to provide handicapped access.

2) Benches may be provided in the locations specified in Fig. 11 and Fig. 12. Generally, the number of benches should be limited to maintain a natural open space appearance.

3) Picnic tables and benches shall be of a consistent, rustic, heavy-duty design, constructed of wood or recycled plastic material.

c. Trash Receptacles

Trash/recycling receptacles will be provided at the staging area. They should be emptied regularly by the Caretaker or other responsible party to avoid attracting undesirable animals and/or animal activity.

d. Fences, Gates and Stiles

1) Fences near the staging area and group camp shall use smooth wire, rather than barbed wire, to avoid a hazard to young visitors.

2) Use split rail fence as required to delineate public use areas and direct trail traffic.

3) Install vehicle/cattle control gates at the locations shown on Figure 12. Vehicular gates shall be steel "Powder River" gates, or equivalent, minimum 12 foot width, on hinge posts set in concrete. Locks and chains shall be hardened steel.

4) Install trail styles and gates at the locations shown on Figures 11 and 12. Stiles and gates shall be designed to allow passage of trail users while preventing the passage of cattle. "Block" stiles will be provided for pedestrian, bicycle and wheelchair access, and "three log" stiles or self-closing gates will be provided for equestrian access.

e. Signs and Maps

1) A map board of approximately five feet high by four feet wide shall be provided at the Preserve staging area, to include a map of the preserve trails, Preserve policies and regulations, special events and notices, and a map box for a published map and brochure.

2) Informational and regulatory signs for the Preserve shall be constructed of durable material compatible with the natural setting (i.e. painted wood, painted aluminum, or recycled plastic).

3) Signs shall be of a consistent design, coloring and lettering style.

4) Necessary signs may include:
   - Preserve regulations
   - Trail names, segment letters and distances
   - Private property ahead: do not trespass
   - Preserve boundary plaques
   - Speed limits
   - Trail rights of way
   - Closed area (area closed for restoration)
   - Trail use signs
   - Informational and interpretive signs
   - Temporary signs for road and trail closures

5) Develop a map/brochure for the Preserve to show the designated trail system, resource and historical information, and basic policies and regulations (Fig. 11 may provide the basis for the map).

6) Develop a brochure for a self-guided tour along a forest trail to correspond to labeled stops.

7) Adopt names for the trails and geographic features for use on the maps, to replace or augment the alpha-numeric system used for the Management Plan.

5. Internal Road/Trail Improvements

Generally the existing road system provides good maintenance and visitor trail access. Construction of new roads must be limited to access and circulation in the staging area, per the terms of the conservation easement. All road and structural designs and specifications should be prepared by a qualified engineer; standards are provided in this Plan for guideline purposes only. New trail construction is limited to new connections or alignments for segments J and K.

a. Construct new trails using the following standards (refer to *California State Parks Trails Handbook* for additional design details):

1) Flag proposed trail alignments and have them checked by a qualified resource management specialist prior to construction to confirm that sensitive resources will not be impacted.

2) Construct trails with a tread width of 4 to 6 feet, depending on the cross-slope (narrower on steeper slopes).

3) Typical maximum grade of trails should be 10%, but short stretches of 15 – 20% are acceptable if necessary. Avoid constructing switchbacks on visible slopes and steep slopes, if possible.

4) Construct trails with cross-slope from 2 – 4% to the outside edge to avoid concentration of runoff.

5) Install culverts at significant drainages, using details similar to road construction.

b. Improvements to Existing Preserve Roads

Refer to *Handbook for Forest and Ranch Roads*, Mendocino County Resource Conservation District, and other references noted in the Bibliography for design details and standards.

1) Grade the road surface annually or as required to smooth the surface and correct drainage patterns.

2) Install rolling dips at regular intervals on new and existing roads to avoid concentration of runoff.

3) Install rock checks and willow plantings on banks at discharge of drain ditches and dips to prevent erosion in the locations noted in Part 3, in the Road Inventory and Assessment

4) Install new or improved culverts at the locations noted in Part 3, in the Road Inventory and Assessment

c. Retaining Walls, Slope Protection

1) Adapt the slope retention methods indicated for creek banks under 5.b.5) where necessary to restore existing bank failures and

protect the road or trail in the locations noted in Part 3, in the Road Inventory and Assessment.

2) For very steep banks, the geogrid, or live cribwall details may be adapted from the *Field Engineering Handbook, Chapter 16, Streambank and Shoreline Protection*, USDA, Natural Resources Conservation Service, 1996, pages 23 – 27.

d. Surfacing

1) If necessary to control erosion on steep road segments, install hardened surface of compacted, engineered-size bedded rock.

2) Based on availability of funding, provide an all-weather surface of a minimum of 4" of compacted base rock on the main canyon road (segments B and D).

3) Use compacted base rock to surface short segments of trail that tend to stay muddy when other trails have generally dried out.

e. Erosion Control

1) Prevent erosion along trails, gullies and roads by seeding disturbed areas with native annual seed mixes, and by planting native perennial ground cover and shrubs.

2) Protect disturbed areas with slopes over 20% with straw mulch, hydroseeded mulch or fiber mats until vegetation is re-established.

6. Vehicle Access and Circulation

a. Short-Term Access Route and Improvements

1) Secure agreement for use of one or more of three alternative routes for short-term access to the site (see Figure 8). All three alternatives involve crossing and making road improvements on land owned by Jaeger Vineyards and Jack and Bernice Newell.

- The current access via Napa Junction Road, which crosses through the switchyard of the California Northern Railroad at a private crossing.

- South Napa Junction Road, which crosses a single track at a private crossing approximately ½ mile south of Napa Junction

Road and leads to an equipment storage area and an old quarry owned by Jaeger Vineyards.

- Watson Lane, which is a public road crossing of a single track approximately a half mile north of Napa Junction Road.

2) Improve roads used for public vehicular access with a surface of a minimum of 4" of compacted base rock over compacted native soil.

3) The minimum interim improved road width shall be 12 feet

4) Construct improved turnouts at intervals of no less than 500 feet along the access road to allow vehicles to pass. Turnouts shall be a minimum of 8 feet wide and 20 feet long, plus transitions.

b. Long-Range Access Route and Improvements

1) Use the Flosden Road extension for public access to the site when it is developed as indicated on Figures 5, 6, and 8.

2) When funding permits, improve roads used for public vehicular access to an all weather surface of a minimum of 3 inches of asphaltic concrete (a.c.) over 6 inches of compacted base rock over compacted native soil.

3) Minimum improved road width shall be 20 feet, plus shoulders.

4) As part of long-range road improvements, place barriers to prevent vehicle access off the access road, consisting of heavy-duty split rail, telephone poles, steel bollards, A.C. or concrete curbs or other substantial barrier.

c. Parking Area and Vehicular Circulation

1) Construct or improve roads for public and service vehicle access (segments A, C, and staging area circulation) with a minimum width of 20 feet and an improved surface of a minimum of 6 inches of compacted base rock over compacted native soil. When funding permits, the surface shall be improved to a minimum of 3 inches of asphaltic concrete (a.c.) over 6 inches of base rock.

2) Develop parking spaces for 12 cars (minimum space 8.5' by 18') and three pull-through horse trailers spaces (minimum space 11' by 30') at the Preserve staging area, generally in the configuration shown in Fig. 12. At least two spaces shall be

designed and signed for handicapped access. Trailer spaces can each accommodate two cars as head-in parking when not needed for trailers. Ultimately the parking may be expanded as noted on Figure 12 and in Part 3.

3) Surface the parking area and roads initially with 6 inches of compacted base rock over compacted native material.

4) Delineate individual parking spaces using half-buried peeler cores, or plastic street reflectors, staked in place. Use telephone pole, log, recycled plastic or concrete wheel stops, staked in place.

5) As part of long-term improvements, when funding permits, the parking and road surface shall be improved to a minimum of 3 inches of asphaltic concrete (a.c.) over 6 inches of base rock. Parking spaces shall be delineated with painted stripes and markings.

6) As part of long-term improvements, when funding permits, provide barriers to prevent vehicle access beyond the parking area and access roads, consisting of heavy-duty split rail, telephone poles, steel bollards, A.C. or concrete curbs or other substantial barrier.

d. Bridge

A recycled rail car vehicular bridge shall be placed across the creek in the location indicated on Figure 12, Staging Area Improvements. The bridge will be founded on undisturbed native soil. The bridge will be fitted with both vehicular bumpers or guardrails and pedestrian railings.

7. Barn Use and Improvements

a. General Use and Improvement Program

The existing barn shall be repaired and improved to provide space for environmental interpretation, storage of tools and materials, and potentially a shaded area for resting and picnicking.

b. Roof Replacement

The damaged barn roof shall be replaced with similar corrugated aluminum material.

c. Structural Improvements

1) A qualified engineer shall evaluate the structure and prepare plans for stabilization and improvement.

2) Barn structural members and foundation shall be replaced and reinforced as required to stabilize the structure.

3) Barn siding shall be repaired or replaced and additional weathered siding used to enclose the central bay for storage.

4) As part of long-range improvements, when funding permits, existing deteriorated concrete pads on either side of the barn shall be removed and replaced with new pads – a minimum of 4" concrete on 4" compacted base rock. The central bay of the barn may be improved by installation of concrete pad, plywood walls and ceiling, lighting and electrical systems (this will be necessary if valuable equipment and materials will be stored in the barn, and/or it is to be used as a base for significant resource management or environmental education efforts, as discussed below).

d. Environmental Education

If an environmental education program is developed, use the barn as a location for exhibits of Preserve and regional history and ecology. If exhibits are simple and relatively weather and vandal-proof, they can be mounted on the outsides of the proposed enclosed central bay. As a long-range project more complicated or fragile exhibits could be stored and/or exhibited inside the improved central bay.

e. Storage

The central bay of the barn may be used for storage of equipment and materials, depending on the need and level of improvement, as discussed above. As a long-range project, if the barn is ultimately used for significant environmental education activities, a separate storage building may be needed.

8. Utilities and Services

a. Water

1) A water meter will be installed and a 4" to 6" water line extended along the main access road from the existing City of Vallejo water

main at approximately the Newell residence driveway to the Preserve staging area/caretaker's residence. A fire hydrant will be installed near the barn and caretakers residence.

2) A lateral water line approximately 1 1/4" dia. will be extended from the new water main near the staging area to the group hike-in camp and to nearby water troughs to be developed for cattle (see Grazing Management Plan).

3) Basic water faucets (with auto-shutoff) and drinking fountains, consisting of standpipes with backing post and rock drain areas, will be installed at the barn/staging area and the hike-in camp.

b. Electrical and Phone Service

1) Electrical and telephone service will be extended to the caretaker's residence and the barn on overhead lines along the main access road from the existing pole at the Newell driveway.

2) As an alternative or supplement to electrical service, the City may consider installation of wind and/or solar energy systems.

3) A pay phone may be provided at the staging area when public use levels warrant.

4) As part of long-range improvements, when funding permits, electrical and phone service will be installed underground.

9. Caretaker's Residence

a. Size and Location

1) A caretaker's residence of up to 2000 square feet may be developed in the area specified in Figure 12.

2) The caretaker's residence improvements within the designated yard area of approximately 10,000 square feet may include parking, deck or patio area(s), garden and landscape areas.

3) Additional structures may include a garage/storage building of up to 400 square feet, and a propane tank and enclosure.

b. Site Improvements

1) A septic system will be developed for the caretaker's residence, generally in the area designated on Figure 12.

2) The residence drive and parking area shall be improved initially with a base rock surface, and ultimately paved, as per other roads and parking.

3) The residence and yard may be fenced and screened for privacy with native landscaping, smooth wire and/or rustic wood fencing.

4) Landscaping shall be drought tolerant, fire resistant native species except in designated garden areas.

10. Public Access and Use

a. Initial Public Use

Initial public access and use will be limited due to problems associated with access to the site, and limited staffing (both paid and volunteer). As these constraints are removed, greater public participation should be expected and encouraged. On the other hand, the Preserve may be closed during inclement weather, such as during the winter months.

b. Coordination with Lynch Canyon Open Space Preserve

Because the Preserve is adjacent to the Lynch Canyon Preserve, public access should be coordinated between the two sites. For example, if Lynch Canyon is open to the general public one weekend per month, then Newell Open Space Preserve should be opened the same weekend. Joint access and use agreements should also be executed between the two entities to facilitate a cooperative working relationship.

c. Other Public Access Opportunities

The Preserve should also be open to the general public during any organized event or activity sponsored or co-sponsored by the City. Use of the Preserve at any other time would be by arrangement with the City's Community Services Department.

d. Public Use of the Staging Area

The Staging Area is intended to accommodate the greatest level and intensity of public uses, such as BBQ's and picnics, special events, or

educational meetings/activities. Beyond the Staging Area, however, more passive uses, such as hiking or horseback riding, are intended.

Section C: Site Management

1. Patrol and Public Safety

a. Caretaker Role

1) The Caretaker shall be responsible for opening and closing gates, basic maintenance, informing visitors of Preserve policies and regulations and encouraging compliance, monitoring resource conditions, public use and grazing activities, and coordinating with the City (see C.2.a. for additional detail).

2) The Caretaker shall be entitled to quiet use of the designated residence area.

b. Volunteer Patrol

1) Formation of a volunteer patrol for the Preserve shall be encouraged. The patrol may include members from any of the permitted Preserve user groups.

2) The volunteer patrol may be organized and managed by the City parks and Recreation Department or by the Caretaker. However, management of the volunteer patrol shall not be a requirement of the Caretaker position.

3) The volunteer patrol shall be responsible for observing conditions, informing visitors and encouraging compliance with Preserve policies and regulations.

4) Volunteer patrol members will be instructed in Preserve natural and cultural history, regulations and policies, basic trail and outdoor safety, first aid, CPR and techniques of public contact.

c. Policies and Regulations

1) Policies for management of the preserve shall be as defined in this Management Plan.

2) Specific Preserve regulations shall be developed and adopted by the City, sufficient to allow enforcement by designated officers. Necessary regulations may include:

- Preserve hours of use

- Consumption of alcoholic beverages
- Protection of natural and cultural resources (killing or harassing wildlife, collection of plants or rocks, etc.)
- Prohibition of fires, smoking, fireworks, and firearms
- Speed limit for vehicles, bikes, and horses (15 mph suggested)
- Prohibition of use off designated trails or entry into closed areas
- Prohibition of dogs and other animals
- Prohibition of camping outside designated areas

d. Law Enforcement

1) If the Caretaker is a sworn public officer, the Caretaker may directly enforce regulations as part of their duties, subject to the specific provisions of the Caretaker agreement.

2) The American Canyon Police Department and the Napa County Sheriffs Department will provide law enforcement service to the Preserve.

3) Long-term use levels of the Preserve in conjunction with use and development of the adjacent Lynch Canyon Preserve and other nearby lands may warrant consideration of a cooperative agreement to share professional ranger staff.

e. Fire Protection

The American Canyon Fire Protection District will provide fire protection services for the Preserve, in coordination with the California Division of Forestry.

2. Property Management and Maintenance

a. Basic Site Management Tasks

Chapter Three of the Management Plan provides an Action Plan, Cost Estimate and Funding Strategy for basic improvements to the Preserve. In addition to managing the planning and completion of these public access and resource management projects and arrangements, there will be many ongoing responsibilities for operation and management of the Preserve. Although volunteers can provide a great deal of assistance, staff will need to take the primary responsibility for these tasks.

Based on staffing levels of other Bay Area regional park and open space agencies, tasks to manage this Preserve will occupy at least the equivalent of a full-time position, plus support on accounting, public information materials, and overall property management and policy direction. Site management tasks will tend to require more than full-time attention in the summer, and less in the winter. Time demands will tend to be heaviest on weekends and in the afternoon during summer.

It is not feasible for a caretaker with other employment to accomplish all these management tasks. Therefore, responsibilities should be assigned to City staff and arrangements for carrying them out should be made well in advance of full public access and use.

1) Patrol and monitor the site for resource protection, public safety, and education and enforcement of policies and regulations, and to facilitate visitor enjoyment.

2) Maintain the trail and road surface and drainage structures, including annual grading, surface prep and drain clean-out

3) Check and clear road and trail drainage systems before, during and after storms.

4) Plan, organize and coordinate projects for resource management and facilities construction or improvement, including volunteer participation.

5) Coordinate resource monitoring and studies.

6) Clean-up litter and remove trash.

7) Control poison oak and encroaching vegetation along trails.

8) Clean, maintain and repair facilities and fixtures.

9) Monitor cattle grazing operations and coordinate with grazing tenants, potentially assist with maintenance of fencing and water supply.

10) Coordinate public use, such as group reservations for camping and picnicking, and special events, collection of parking fees.

11) Post maps, brochures and special information.

12) Maintain basic equipment and ordering and stocking supplies.

13) Pay bills and manage service and supply contracts (i.e. restroom pump-out).

14) Organize, coordinate and support environmental education docents and volunteer trail patrol groups.

b. Caretaker Agreement

1) A written agreement shall be developed between the Caretaker and the City specifying respective responsibilities, investments, private use areas and limits, and other terms as appropriate.

2) The agreement shall specify duties and the number of hours during various seasons and time periods the Caretaker is to spend actively managing or patrolling the Preserve.

c. Agreements with Adjacent property Owners and Easement Holders

1) Prepare a memorandum of understanding with the Solano County Farmlands and Open Space Foundation regarding respective use and management polices and procedures, and methods for communication and coordinating.

2) Develop an agreement with PG&E (or other future owner of utility lines) regarding arrangements for notification of utility work, restoration of any impacts on the Preserve, and sharing of responsibility/costs for road maintenance and repair.

3) Resolve arrangements and legal rights for access and extension of utilities, and new boundary fencing with Jack and Bernice Newell, Jaeger Vineyards, and other adjacent property owners if applicable.

4) Maintain contact with other adjacent property owners who share boundaries and may hold easements over the Preserve. Clarify respective rights and expectations.

3) Revenue Generation Opportunities and Arrangements

a. Donations

1) Donations for the improvement and management of the Preserve will be encouraged. The Trust may act as conduit for donations,

or a separate non-profit organization may be designated or created to receive donations. It may be desirable to install an "iron ranger" payment box on site to handle donations from visitors.

2) Donations will be directed toward projects and purposes identified in this Management Plan unless specifically desired by the donator and determined by the City and the Trust to be consistent with the policies of this Plan.

b. Cattle Grazing Lease

Prepare a new grazing lease to reference the management practices, standards, and arrangements of the Grazing Management Plan. The lease shall be administered by the City of American Canyon City Manager or his designee. The lease shall be reviewed and approved by the Land Trust of Napa County

c. Land Trust Approval

Third party uses or events will be subject to approval of the Land Trust, per the terms of the conservation easement.

d. Communications Leases

Consider communication facility site leases as a revenue source, provided they can be designed and sited to avoid impact on resources and preserve users. Communication leases can be a significant source on revenue for operation and maintenance (a communication facility lease on the Lynch Canyon Preserve generates $10,000 per year).

e. Other Agricultural Uses

Agricultural use other than grazing is specifically prohibited by the Conservation Easement.

f. Other Commercial Use and Special Events

Commercial filming and photography is sometimes proposed, or occurs without permission, on open space preserves. Special events may be commercial or social activities, and may include running, bicycling, orienteering, and equestrian races and rallies.

1) Require permits for all commercial use and special events (defined as an advertised or organized event involving 10 or more

persons). Require sufficient information as part of the permit application to determine that the use is compatible with the open space status of the Preserve.

2) Charge commercial use and special events fees to cover the cost of staff time to ensure that the impacts on resources and other users are avoided.

g. Grants

Research grant programs, and apply for and follow-up on specific grants. Grants are expected to be an important source of funding for the improvement and management of the Preserve, although basic operation and maintenance costs will be borne by the City. Management projects are matched with specific potential grant sources in Part Three of this Management Plan.

h. City of American Canyon Financial Resources

Use of the City's General Fund (or other City taxes, fees and revenues) may be used, but should be limited to those facilities and services that are essential to allow public access to the site or for health and safety reasons. Generally, City funds should be used to leverage grants and other outside funds as much as possible.

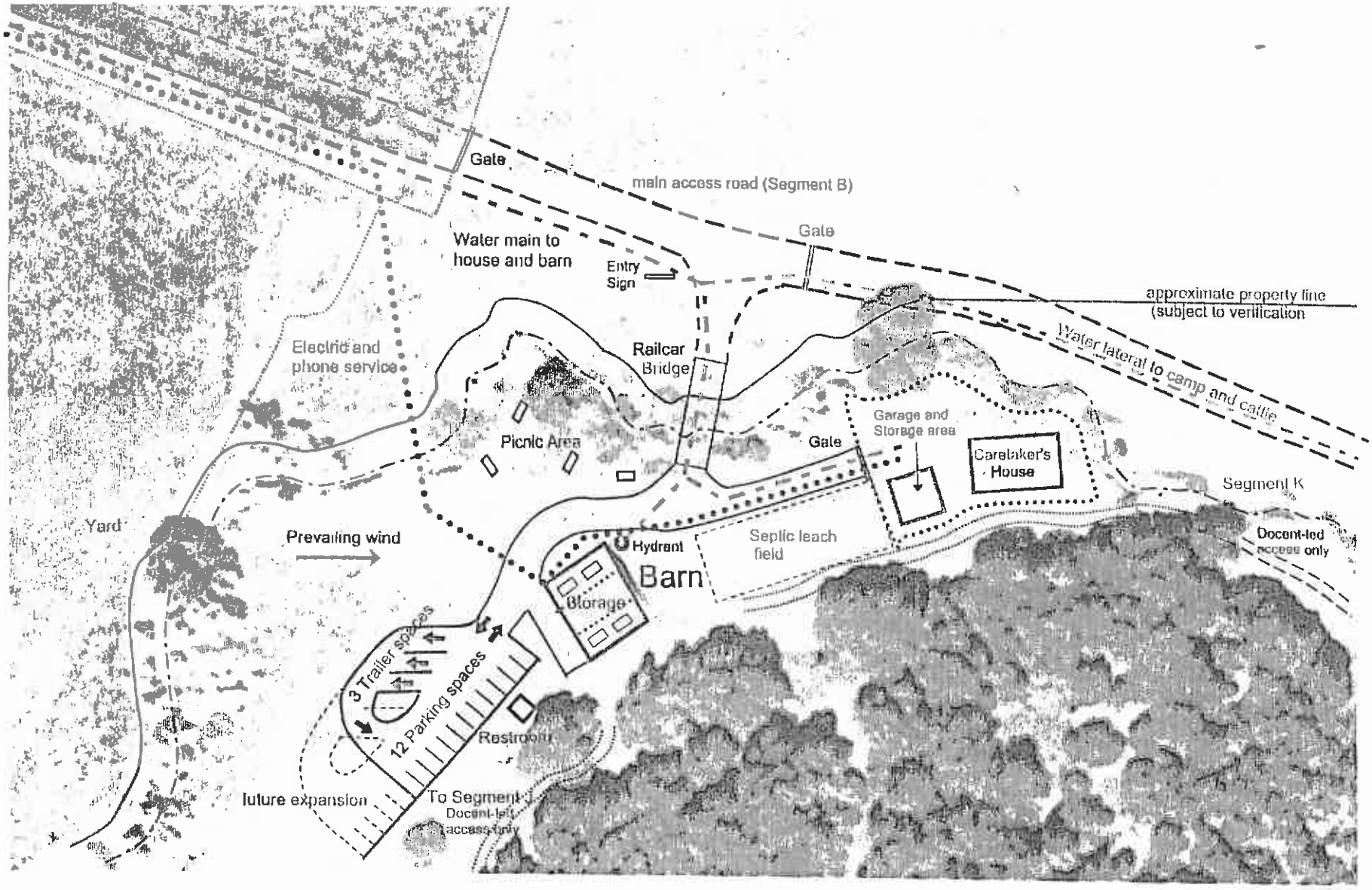


Figure 12
Staging Area Site Improvements

Overview

This summary and estimate table covers the key steps and expenditures to implement the Use and Management Program outlined in Part Two. The detail of each proposed project or improvement is contained in the referenced paragraph in Part Two. Detail for the internal road improvement costs is contained I n the Road Inventory and Assessment Tables. **This summary is not intended to be a specific plan or accurate estimate for implementation, but a tool for future planning and decision-making.**

These estimated costs are very general, as most of the projects are only conceptually defined, and costs are highly variable depending on how and when the project is undertaken. The costs should be considered "placeholder" amounts for budgeting subject to development of more specific plans, estimates and bids.

Specifications, standards and details for most of the fixtures and improvement projects may be found in the reference documents from other park and open space agencies listed in the Bibliography. A copy of these documents has been provided to the City and the Trust in conjunction with this Management Plan.

The "Initial" stage of projects and costs defined in the Summary is the assumed desirable "baseline" of improvements and facilities to open the Preserve to regular public use and begin to actively manage the resources. This stage may take more than one year to accomplish. The total estimated cost for the initial stage of improvement is approximately $861,000 for one-time capital costs, plus approximately $6,000 annually for equipment, supplies and other operating costs.

The "Long Term" stage of projects and costs defined in the Summary is the assumed ultimate extent of improvement and facilities to accommodate public use and efforts to restore and protect the resources. The estimated total long-term improvement cost is approximately $1,063,000 to $1,393,000 for one-time capital costs, plus approximately $20,000 annually for equipment, supplies and other operating expenses.

These costs are in 2001 dollars and should be adjusted for inflation when projecting into the future. These costs do not include the cost for staff time spent in planning, improving, and operating the site. These costs will be partly offset through grazing lease revenues, and through potential participation by the caretaker in the cost of developing the caretaker residence. Many of these costs may be funded through grants, including some which have already been awarded or submitted (the proposed USDA grazing management improvements grant is reflected in the costs, for example). Application for and administration of grant projects is an important part of the ongoing management program.

Vehicle Access and Circulation Improvement Estimate Notes

Improvements to existing access roads and construction of a new road and parking areas for the public and the caretaker residence are a significant part of the initial and long-term costs. These notes provide greater detail on the calculations and assumptions made for these estimates.

I. Initial road and parking design

The proposed initial road width is 12', plus turnouts as noted. The existing road, route, or site would be stripped, ripped, and graded for compaction and positive drainage (roadside ditches). The overall budget and contingency is also expected to cover a number of culverts under the road. The proposed surface is 6" of compacted base rock (Caltrans Class II aggregate base).

A. Initial access road improvements:

1. From end of Watson Lane to new bridge on Newell Preserve:
approx. 12,350 lineal feet (l.f.) x 12' wide = 148,000 square feet (s.f.)

2. Turnouts for above road at 500' intervals: (each turnout 8' wide x 20' long plus transitions 16' long = 288 s.f. per turnout) x 24 turnouts
= 6,912 s.f.

Total s.f. = 154,912 @ $1.50 per s.f. = **$232,368**

B. Initial parking and circulation improvements:

1. Access road from bridge to parking and caretaker's residence:
approx. 450 l.f. x 12' wide = 5,040 s.f.

2. Turn aprons: approx. 650 s.f. per set x 2 sets = 1,300 s.f.

3. Caretaker's parking/turnaround: approx. 50' x 50' = 2,500 s.f.

4. Parking area for 12 cars, 3 trailers: approx. 90' x 120' = 10,800 s.f.

Total s.f. = 19,640 @ $1.50 per s.f. = **$29,460**

Total Initial road and parking improvements cost (A+B) = **$261,828**

II. Long-term road and parking design:

The proposed long-term road width is 20'. The additional road, route, or site would be stripped, ripped, and graded for compaction and positive drainage (roadside ditches). The overall budget and contingency is also expected to cover a number of culverts under the road. The proposed surface is 3" of asphaltic concrete (a.c.) over 6" of compacted base rock (Caltrans Class II aggregate base). The roads and parking would have a.c. curbs or rustic split rail barriers a noted. If curbs are constructed, openings must be provided at regular intervals to allow the road and parking areas to drain.

Two scenarios are estimated for the required grading and base rock:

1. Assume initial base rock road and parking is in good condition, can be used for expanded road and parking.
2. Assume initial base rock road and parking cannot be used and entire road and parking area must be built from scratch. In this case the old base rock would be ripped, stripped and re-compacted as part of the sub-base of the new road.

A. Long-term access road improvements:

20' wide paved road from future Flosden Road Extension to bridge on Newell Preserve: approx. 3,650 l.f.

1. Grading and base rock Scenario 1:
Additional grading and base rock: 3,650 l.f. x 8' wide
= 29,200 s.f. @ $1.50 per s.f. = $43,800

OR

2. Grading and base rock Scenario 2:
All new grading and base rock: 3,650 l.f. x 20' wide
= 73,000 s.f. @ $1.50 per s.f. = $109,500

3. A.C. paving (same in either case): 3,650 l.f. x 20' wide
= 73,000 s.f @ $1.50 per s.f. = $109,500

4. A.C. curbs on both sides of road: 3,650 l.f. x 2
= 7,300 l.f @ $4.00 per l.f. = $29,200

Total cost for scenario 1: (1 + 3 + 4) = **$182,500**

Total cost for scenario 2: (2 + 3 + 4) = **$248,200**

B. Long-term parking and circulation improvements:

20' wide paved access road from bridge to parking and caretaker's residence: approx. 450 l.f., plus parking areas as noted.

1. Grading and base rock Scenario 1:

a. Additional grading and base rock for road:
450 l.f. x 8' wide = 3,600 s.f.

b. Parking area size doubled to 24 cars, 6 trailers: add approx.
90' x 120' additional grading and base rock = 10,800 s.f.

Total additional grading and base rock
= 14,400 s.f. @ $1.50 per s.f. = $21,600

OR

2. Grading and base rock Scenario 2:

a. All new grading and base rock for road: 450 l.f. x 20' wide
= 9,000 s.f.

b. Turn aprons: approx. 650 s.f. per set x 1 set = 650 s.f.

c. Caretaker's parking/turnaround: approx. 50' x 50' = 2,500 s.f.

d. Parking area size doubled to 24 cars, 6 trailers:
total approx. 90' x 240' = 21,400 s.f.

Total additional grading and base rock
= 33,550 s.f. @ $1.50 per s.f. = $50,325

3. A.C. paving (same in either case):
= 33,500 s.f @ $1.50 per s.f. = $50,250

4. A.C. curbs for road and parking:

a. A.C. curbs on both sides of road: 450 l.f. x 2 = 450 l.f

b. A.C. curbs around parking areas: = 760 l.f.

Total A.C. curbs = 1,660 l.f @ $4.00 per l.f. = $6,640

Total cost for scenario 1: (1 + 3 + 4) = **$78,490**

Total cost for scenario 2: (2 + 3 + 4) = **$107,215**

C. Long-term all-weather base rock surface to top of ridge/Lynch Canyon:

1. From new bridge on Newell Preserve to ridge (segments B and D) approx. 7,700 lineal feet (l.f.) x 12' wide = 92,400 s.f.

2. Turnouts for above road at 1000' intervals: (each turnout 8' wide x 20' long plus transitions 16' long = 288 s.f. per turnout) x 8 turnouts = 2,304 s.f.

Total s.f. (1 + 2) = 94,704 @ $1.50 per s.f. = **$142,056**

Total long-term road and parking improvements cost (A + B + C):

Scenario 1 = **$403,046**

Scenario 2 = **$497,471**

Newell Open Space Preserve - Management Plan Summary/Estimate

(Specific work items are contained in Part 2)

Report Reference	Item	Work Scope	Approximate Initial Cost (year 2001 $)	Approximate Long term Improvement Costs (year 2001 $)	Who is Responsible	Who will Support	Funding sources
Section A	**RESOURCE PROTECTION and RESTORATION**						
A1	Basic Vegetation and Wildlife Management	Annual allowance for seeds, pesticides	$1,000 (annually)	$5,000 (annually)	Caretaker	Volunteers Parks and Rec.	Grants Donations
A1a, A2a	Detailed Management Plan	Prepare specific plan and program for restoring streams, native vegetation		In consultant cost factor, end of estimate	Trust, City	Dept.Fish and Game, CALFED, etc.	Grants
A3, B7d	Cultural Resources (also addresses Environmental Education, B7d)	Exhibits and materials (any site assessments funded in conjunction with other projects)		$5,000 to $10,000 (+$500 annually)	Parks and Rec.	Volunteers	Private donations and grants
A4a-e, A5 p 2-17	Geology, Soils and Hydrology	Creek and drainage restoration program. 5,000 lineal feet @ $50 to $80 per lineal foot.		$250,000 to $400,000	Trust, City	Environmental agencies Volunteers	Grants
A5 (Costs)	Grazing Management Water and Cross Fencing Perimeter Fencing	30% match for grant (70% = $22,386)	$6,716 $5,000	$20,800	Caretaker, Lessees	NRCS Volunteers	USDA grant
		Subtotal one time costs	**$11,716**	**$275,800 to $435,800**			
		Subtotal annual costs	**$1,000**	**$5,500**			
Section B	**SITE USE and IMPROVEMENT**						
B1, B2	Designate Trails and Trail Uses	No costs			Parks & Rec. Commission	Volunteers	
B3a-d	Designate Use Area, Programs	No costs, or are in other categories			Parks & Rec. Commission	Volunteers	
B3f	Old Mine Tunnel	Security gate for mine	$500		Caretaker	Public Works	

Newell Open Space Preserve - Management Plan Summary/Estimate

(Specific work items are contained in Part 2)

Report Reference	Item	Work Scope	Approximate Initial Cost (year 2001 $)	Approximate Long term Improvement Costs (year 2001 $)	Who Is Responsible	Who will Support	Funding sources
B4	**Facilities and Fixtures**						
B4a	Restrooms: H.C. Accessible	Initially 2 rented portables Long term pre-fab vault units 2 @ $25,000 ea.	(annually) $1,800	$50,000	Public Works Department or Parks and Rec.	Consultant(s) Contractors	Grants General Fund
B4b	Picnic Tables	Long-term 8 for staging area 3 for camp @ $1200 ea.	$6,000	$7,200			
B4b	Benches	Long term 12 @ $500 ea.					
B4c	Trash Receptacles	2 for staging area					
B4d	Vehicle Gates	12' steel: 7 @ $1500 ea.	$10,500				
B4d	Trail Gates, Stiles, per standard details	Hiker/H.C.access: 2 @ $500 Multi-use: 2 @ $1000 ea.	$1,000 $2,000				
		Subtotal one time costs	**$19,500**	**$57,200**			
		Subtotal annual costs	**$1,800**				
B4e	**Signs, Maps, Brochures** Main Entry Signs	Allowance	(annually) $1,000 $2,000	(annually) $200	Parks and Rec.	Volunteers	Donations?
B5	**Internal Road and Trail Improvements**	*See detail in Road Assessment*	$13,000 critical items	$52,700 other items	Public Works	Consultants, Contractors. Caretaker	Grants General Fund
B6	**Vehicle Access/Circulation** *See Access & Circulation Estimate Notes*				Public Works	Consultants, Contractors. Caretaker	Grants General Fund
B6a	Short Term Access 6" base rock on graded and compacted surface	End Watson Lane to new bridge: 12' wide w/ 8' wide turnouts every 500'	$232,368				
B6c	Short Term Parking Area (same as above)	From bridge to parking areas for public and caretaker	$261,868				
B6b	Long Term Access 3" a.c. on 6" base rock	Future Flosden Road to bridge, 20' wide w/ curbs		$182,500 to $248,200			
B6c	Long-Term Parking Area 3" a.c. on 6" base rock	Pave and double size of public parking area		$78,490 to $107,215			
B6d	Railcar Bridge	w/bumpers and guardrails	$30,000				
B5d	All-weather road to ridge	6" base rock w/turnouts		$142,056			

Newell Open Space Preserve - Management Plan Summary/Estimate

(Specific work items are contained in Part 2)

Report Reference	Item	Work Scope	Approximate Initial Cost (year 2001 $)	Approximate Long term Improvement Costs (year 2001 $)	Who is Responsible	Who will Support	Funding sources
B6	**Vehicle Access/Circulation** (continued)	**Subtotal one time costs**	**$524,236**	**$403,046 to $497,471**			
		Subtotal annual costs	Road maintenance	**$2,000**			
B7	**Barn Use and Improvements**	Replace roof and reinforce structure	$5,000		Public Works	Consultants, Contractors. Caretaker	Grants General Fund Donations
		Enclose bay, add electrical, lighting, concrete pads		$15,000			
B8	**Utilities and Services**	Connection/permit fees	$1,000		Public Works	Consultants, Contractors. Caretaker	General Fund
B8a1	Provide water to staging area and caretaker's residence: connect to City of Vallejo main at Newell driveway	Backflow preventer	$5,000				
		4" main: 1850 l.f @$20/ l.f.	$27,000				
		3 - 1" water meters for barn, house, and camp/cattle	$3,000				
		1 1/4" water lines to barn, house: 400 l.f.@ $2/l.f.	$800				
		Fire hydrant at Staging Area	$2,000				
B8a2	Extend water to group camp and pastures	1 1/4" line (cost is included in grazing management)					
B8a3	Faucets/Drinking Fountains	At barn, house and camp (3)	$3,000				
B8b	Electric, phone service	Extend on poles approx. 1850 l.f. to barn and house	$18,500				
		Subtotal one time costs	**$60,300**	**$0**			
B9	**Caretaker's residence**				Public Works	Consultants, Contractors. Caretaker	General Fund Caretaker
B9a1	House, pad, and foundation	Pre-fab unit < 2000 s.f.	$100,000				
B9a3	Garage/ storage building	Approx. 20' x 20'	$20,000				
	Propane tank, enclosure		$2,000				
B9b	Septic system		$20,000				
	Drive/parking	Cost included in on-site circulation					
	Fencing and Landscaping	Allowance	$5,000				
		Subtotal one time costs	**$147,000**	**$0**			

Newell Open Space Preserve - Management Plan Summary/Estimate

(Specific work items are contained in Part 2)

Report Reference	Item	Work Scope	Approximate Initial Cost (year 2001 $)	Approximate Long term Improvement Costs (year 2001 $)	Who is Responsible	Who will Support	Funding sources
Section C	**SITE MANAGEMENT**						
C1b	Volunteer Patrol		$1,000 (annually)	$5,000 (annually: based on level of effort)	Caretaker	Parks and Rec.	Donations,
C1, C2	Patrol and public safety, property management and maintenance	May need personnel in addition to caretaker	$? Annually Depends on level of use	$? Annually Depends on level of use	City	Volunteers	Fund Raisers General Fund
	Site management, equipment and supplies	Allowance	$1,000 (annually)	$5,000 (annually)	City	Donations	General Fund Grants
		Subtotal annual costs	**$2,000**	**$10,000**			
			Plus staff time	**Plus staff time**			
OVERALL COST SUMMARY							
	Subtotal One Time Costs	**up to**	**$783,252**	**$803,746 $1,053,171**			
	Contingency - 15% For unknown factors and costs	**up to**	**$117,488**	**$120,562 $157,976**			
	Subtotal	**up to**	**$900,740**	**$924,308 $1,211,147**			
	Design, Engineering and Project Management	**15% of One Time Costs**	**$135,111**	**$138,646 $181,672**	Public Works & Parks and Rec	Consultants, Contractors	General Fund
	Grand Total Costs	**One Time Costs up to**	**$1,035,851**	**$1,062,954 $1,392,819**			
		Annual Costs	**$5,800 Plus staff time**	**$19,700 Plus staff time**			

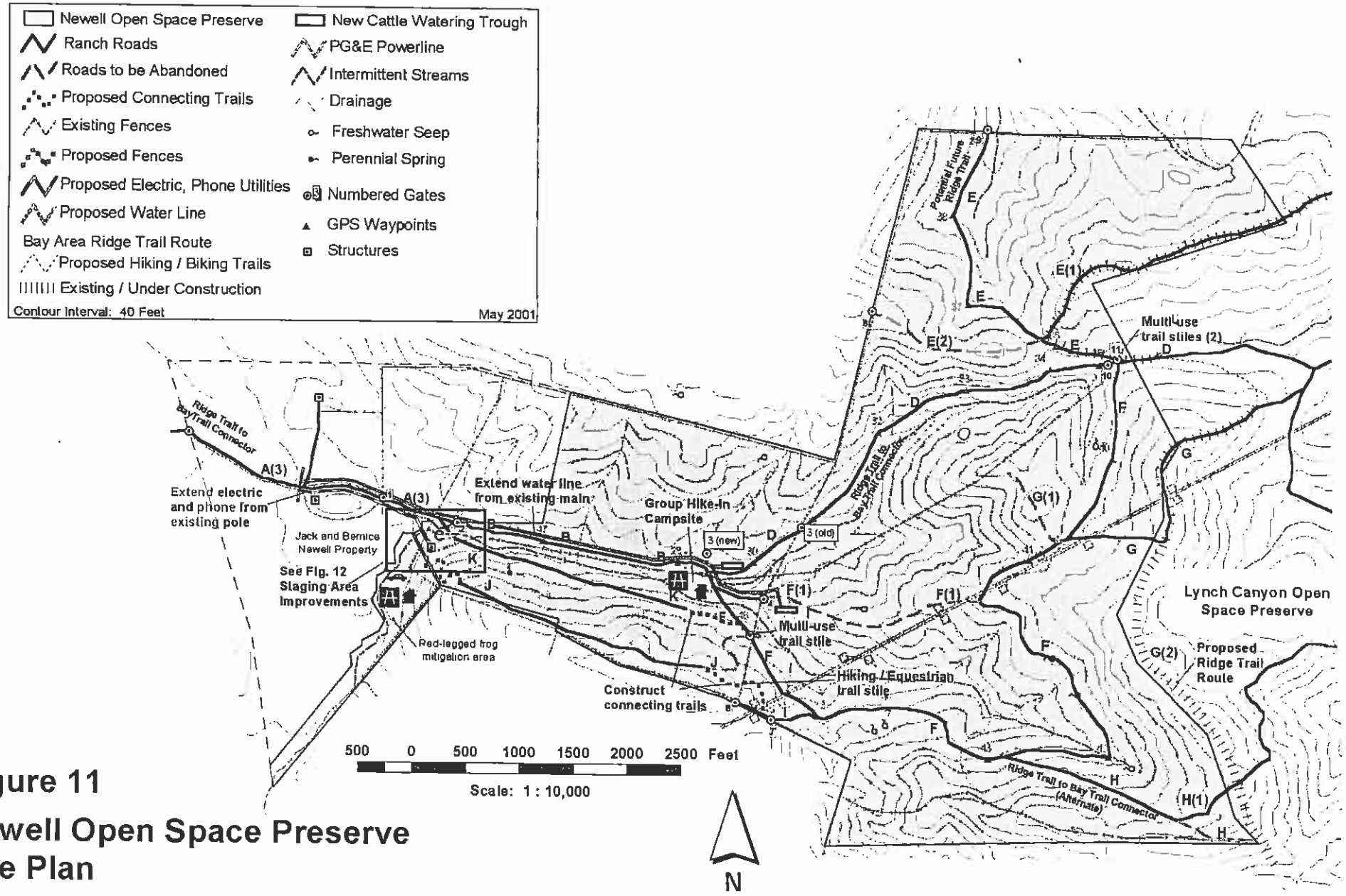


Figure 11

Newell Open Space Preserve
Site Plan

Figure 11A
Newell Open Space Preserve
Grazing Plan

Newell Open Space Preserve Management Plan - Road Inventory and Assessment

5/10/01, Bruce Randolph Anderson & Associates

Terms:

Willow Erosion Control Plantings = bedded cuttings or live stakes

Rock Check = engineered size rock energy dissapator

Rock Toe or Slope Reinforcement = stacked engineered size large rock, 1st course bedded at least 1/2 below grade

Note: GPS points begin at 26

Notes:

1. This inventory and assessment is for general planning purposes only. All recommendations and costs should be subject to review and development of specific plans and estimates by qualified engineers or contractors.
2. See list of design and construction reference documents for more detail on recommended treatments.
3. Total of all costs is $56,400 to $65,700, which assumes work is combined as part of large projects and completed primarily with in-house labor, supplemented by contractor and volunteer assistance and some rented equipment. Market rate contractor costs would be substantially higher.

Segment A(1) Napa Junction Road from Highway 29 to Lena's Tavern- Paved public road approx. 20' wide extends approx. 1150 l.f., ends at telephone pole N.E. of Lena's (see report text for description).				**General Recommendation:** No improvements required.	**Approx. Cost:** $0	**Priority: N.A.**
Segment A(2) Main access road - Private road extending approx. 1700 l.f. from end of Napa Junction Road to Newell property. (see report text for description)				**General Recommendation:** Significant access issues, improvements required - see report text.	**Approx. Cost:** See Summary/Est	**Priority: Critical**
Segment A(3) - Main access road - private road on Newell property, 2,500 l.f. from A(2) to Gate 2, Segment B. (see report text for description)				**General Recommendation:** Significant access issues, improvements required - see report text.Compacted subgrade and 6" base rock surface recommended from Newell driveway to Segment B to accommodate public and caretaker access.	**Approx. Cost:** See Summary/Est	**Priority: Critical**
GPS Point	**Approx. Location**	**Description**	**Photo**	**Site-Specific Recommendations**		
	A(3)	Deep potholes just east of Newell driveway	A1	Fill with compacted base rock as temporary fix until major road improvements	$200	**High**
	A(3)	No fence exists on n. side of road between Gate 1 and Gate 2.	A2	Install fence on n. side of road to provide for public access (see grazing plan for addl. fencing and gating recommendations)	$500	**High**

Segment B - Main access road/lower main canyon road, Gate 2 to creek crossing/start of Segments D and F, 2500 l.f, of which 200 l.f. is off Preserve property. Gently sloped and curving dirt road 12' wide parallels creek on cut/fill bench approximately 16' to 20' wide.				**General** Recommendations: Construct new access road to junction with Segment C: 20' wide with 6" deep compacted base rock surface over compacted subgrage sloped min. 2% for drainage. Option in Summary/Estimate to place all-weather base rock surface. Provide rolling dips where possible to improve drainage. Install new cattle fence to n. to separate pasture from public access area.	**Approx. Cost:** Drain dips $1,000 - $1,500. Surfacing see Summary/ Estimate	**Priority: Critical**
GPS Point	**Approx. Location**	**Description**	**Photo**	**Site-Specific** Recommendations		
26		Gully near Gate 2 has been partially filled with rock, temporary 12" PVC culvert installed	B1	Needs permanent culvert, additional rock, re-shaping and/or planting to reduce gullying	$1,000	**Medium**
27		Creek bank failure on s. side (near conc block) - caused or worsened by cattle?		Place rock at toe of slope, willow planting to protect bank; fence cattle out of creek	$1,500	**High**
	27A	Pile of rusting fence material on s. side of road		Remove	$0	**Medium**
47		Small gully on n. side		Need small culvert at road; head cut in drainage to n. needs re-shaping, planting to prevent gullying.	$1,500	**Medium**
	47A	Low-lying road section approx. 10 yards long	B2	Fill with compacted base rock; may need to fill/regrade section for better drainage	$1,500	**High**
28		Temporary 12" x 20' ABS culvert		Size and install longer permanent culvert	$2,000	**Medium**
29		Low area n. of creek crossing - wet and poor draining		Regrade, possibly fill, create ditch to drain	$1,000	**High**

Segment C - Access road to barn area, 150 l.f. incl. 50' beyond creek centerline, 70 l.f. on Preserve property. This would be a new road. Road currently connects to temporary creek ford a few yards to the east.				**General Recommendations:** Construct new access road 20' wide with 6" deep compacted base rock surface over compacted subgrage sloped min. 2% for drainage.	**Approx. Cost:** See Summary/ Estimate	**Priority: Critical**
GPS Point	**Approx. Location**	**Description**	**Photo**	**Site-Specific Recommendations**		
	C	Crossing of main canyon intermittent stream, approx. 10-12' from top of bank to top of bank, 5' deep. Evidence of bank retaining left from previous bridge.	C1	Install railroad flat car bridge founded on earth well back from top of bank on both sides. Provide vehicle guard rail on bridge and approaches and pedestrain railings on bridge.	See Summary/ Estimate	**Critical**
	C	Cut for temporary creek crossing to e. of recommended bridge crossing	C2	Restore disturbed area by seeding and mulching if required, Install stepping stones or small bridge for pedestrian crossing?	$500	**Medium**

Segment D - Upper main canyon road, 6000 l.f. A dirt road approximately 12' wide on a cut/fill bench. Initially gentle climb with steep side slopes, climbs more steeply beyond gate, with high banks, then levels off, widens out through eucalyptus grove, then climbs in narrow canyon with steep banks above and below. Portions are sloped to drain to outside but have intervening berm. Other portions slope to inside ditch. **Photos D1, D2**				**General Recommendations: Provide rolling dips (preferred) or waterbars where possible to improve drainage. Locate so outfall is at gentlest slopes available; provide rock checks and/or willow plantings at outfall to prevent slope erosion. Cost for improvement to all-weather base rock surface is in**	**Approx. Cost:** $1,500 - $3,000	**Priority: High**
GPS Point	**Approx. Location**	**Description**	**Photo**	**Site-Specific Recommendations**		
30		Bank failure between creek and road on s. side	D3	Needs rock toe reinforcement, earth bank fill with erosion control planting - willows; mulch, seed disturbed ground	$2,000	**High**
	Gate 3	Inoperable gate in pasture cross-fencing		Install new gate in new location in conjunction w/ grazingIng improvements	See Summary/ Estimate	**N.A.**
31		Actively eroding gully on s. side	D4	Earth fill, rock toe, willow plantings, seed and mulch disturbed ground	$1,500	**High**
32		Gully on both sides of road - not as actively eroding as 31		Reshape, willow plantings, rock check, seed and mulch disturbed ground	$1,500	**Medium**
33		Active erosion on s. side of road, creekbank failure cutting into road - similar to 30	D5	Needs rock toe reinforcement, earth bank fill with erosion control planting - willows; mulch, seed disturbed ground	$2,500	**High**
50		Major slide on slope s. of creek (doesn't threaten road). Probably natural condition, but may be worsened by cattle	D6	Fence cattle out of steep slopes and creek in this area. Revegetating these drainages is part of creek work Summary/Estimate	See Grazing Plan, Summary/ Estimate	**N.A.**
		Bank failure on n. side threatens road		Reshape bank, place rock toe reinforcement, seed and mulch disturbed areas	$500	**Medium**
34		Active erosion gully on both sides	D7	Needs culvert, rock checks, erosion control plantings	$1,500	**High**
35		Major active erosion gully on both sides of road along head of creek drainage	D8, D9	Needs regrading, culvert, rock checks, willow plantings in drainages, seed and mulch disturbed areas	$3,000	**Critical**

Segment E - North canyon road, Segment D to Gate 9, 3400 l.f. A little-used road connecting to property owned by Azevedo. Initial segment cut into rolling terrain acrosss ridge is typically out-sloped for drainage. Generally in good condition. See report text regarding Lynch Canyon trail study proposals.				**General** Recommendation: No work required except at specific locations noted.	**Approx. Cost:** $0	**Priority:** N.A.
GPS Point	**Approx. Location**	**Description**	**Photo**	**Site-Specific** Recommendations		
36		Minor bank slipout		Regrade	$200	**Medium**
37		Gully on n. side eroding back across road		Needs culvert, fill gully, place rock and/or planting to prevent gullying, seed disturbed areas	$1,500	**High**
38		Gully on n. side eroding back across road		Needs culvert, fill gully, place rock and/or planting to prevent gullying, seed disturbed areas	$1,500	**High**
	38A	Ravine crosses road - very flat area		Needs culvert or small bridge - or just leave if low traffic	$1,000	**Low**

Segment E(1) - North ridge road east, Segment E to e. property boundary, 2800 l.f. Eventually leads to gate at Lynch Canyon Preserve n. boundary. A steep climb straight up ridge, then winds and dips along ridge. Very little used and thus in excellent condition. See report text regarding Lynch Canyon trail study proposals. **Photos E1, E2**	**General Recommendation:** Initial steep section may experience erosion with heavier use. Use compacted base rock, or if necesary excavate and place engineered rock mat for wear-resistant surface.	**Approx. Cost:** $2,000	**Priority:** Currently Low

Segment E(2) - North ridge road, Segment E to Gate 8 at w. property boundary, 1700 l.f. A steep climb stralght up ridge, then winds and dips along ridge. Very little used and thus in excellent condition.	**General Recommendation:** Discourage use; do not designate as public trail to avoid encouraging tresspass or unauthorized trail connections.	**Approx. Cost:** $50 for signs	**Priority:** Medium

Segment F - South canyon road, 9600 l.f. total, looping from segment D past G, H, I, J, and back to D. Dirt road generally 12' wide, initial segment to PG&E line traverses gentle terrain, then steeper slopes, including very active slide zone at crossing of south canyon. Road is used by PG&E for access to towers. **Photos F1, F2**				**General Recommendations:** Provide rolling dips (preferred) or waterbars where possible to minimize runoff on the road. Locate so outfall is at gentlest slopes available; provide rock checks and/or willow plantings at outfall to prevent slope erosion (in addition to locations noted below).	**Approx. Cost:** $2,000 - $4,000	**Priority: High**
GPS Point	**Approx. Location**	**Description**	**Photo**	**Site-Specific Recommendations**		
40		Minor gully on w. side eroding toward road		Rock check, re-shape gully, erosion control planting	$1,000	**Medium**
41		Slope failure has undermined road		Rock fill at toe of failure with earth fill above, erosion control planting	$2,000	**High**
	41A	Minor gully s. side of road		Rock check, re-shape gully, erosion control planting	$500	**Medium**
	41B	Old concrete pipe segment, 5' dia. Used for water trough fed by seep, apparently functional	F3	Improve condition and function, improve adjacent surface with gravel, fence spring area from cattle: cost in Grazing Plan, Summary/Estimate	$0	**High**
42		Major slides in this area, road dropped several feet, old CMP culverts displaced. This area is likely to continue to slide.	F4	Remove old culverts, install new culvert(s), reshape, plant in drainage, seed disturbed ground, place rock in gully to prevent further erosion	$5,000	**Critical**
	42A	At least 3 locations where gullying on n. side threatens road	F5	Re-shape gully, erosion control planting, rock checks	$1,500	**High**
43		Old gully above new slump on s. side		Reshape, install drain to intercept subsurface water, seed disturbed ground	$1,000	**Medium**
44		Wet hillside on s. side; natural seep, churned up by cattle. Water trough (old bathtub) overturned nearby	F6	Fence the wet area, conduct water to trough in flat area to west if needed for cattle, install ditch and culvert to conduct overflow across road	$2,000	**High**
	44A	Low point/ drainage crossing road just e. of junction of F and I (no current damage)		Culvert needed	$500	**Medium**
46		Recent slope failure across road has been regraded	F7	Install rock slope reinforcement on uphill side, subdrain(s) to intercept water, waterbars in road	$1,500	**Medium**
	46A	Crossing of s. canyon intermittent stream, flat topography, original culvert has been undermined or removed, is lying on site.	F7	Very flat topography requires multiple culverts or small bridge	$2,000	**High**
29		48" CMP, 8' long at creek crossing	F8, F9	Needs lowering and/or multiple culverts, silt removal, longer culvert(s), sacked concrete or large rock headwalls	$5,000	**Critical**

Segment F(1) - Central ridge road, 2600 l.f. F at upper end to F at lower end. Upper portion cut in sides of ridge to provide access to PG&E towers. Lower portion runs steeply straight down ridge through Gate 4 in cross-fencing. Little used, especially lower segment.	**General Recommendation:** Abandon middle segment as a road or trail; place signs. May require light grading and seeding of abandoned segment. Maintain Gate 4 and short segment of road at west end for access to proposed water trough.	**Approx. Cost:** $500	**Priority: High**
Segment G - East ridge road, 1900 l.f. total to second/last crossing of property line. Climbs to and winds along ridge in gentle terrain. Used by PG&E for access to towers. See report text regarding Lynch Canyon trail study proposals.	**General Recommendation:** no work required.	**Approx. Cost:** $0	**Priority: N.A.**
Segment G(1) - Central spur road. Little used spur road running 900 l.f. n.w. from intersection of F to G.	**General Recommendation:** do not designate as a public trail; would encourage unauthorized connections down steep slope and across creek; abandon if not required for cattle operations. Place signs to close.	**Approx. Cost:** $50 for signs	**Priority: Medium**
Segment G(2) - Proposed Ridge Trail route. Proposed new trail **approx. 3,500** l.f. from H to G. Appears to be entirely on Newell property. See report text regarding Lynch Canyon Ridge Trail study proposals.	**General Recommendation:** coordinate with Lynch Canyon trail planning and construction.	**Approx. Cost:** $0	**Priority: High**
Segment H - Southeast boundary road, 2200 l.f. F to property line. Little-used road climbs steeply, mostly out-sloped. Extends to s.e. boundary of property. Forks on e. side of ridge, where n. fork crosses onto Lynch Canyon Preserve. See report text regarding Lynch Canyon trail study proposals.	**General Recommendation:** Abandon the portion of H to the east of H(1). Sign as closed.	**Approx. Cost:** $50 for signs	**Priority: Medium**
Segment I - South boundary/PG&E road, 800 l.f. total, segment F to Gates 6 and 7. A short road providing access to PG&E towers. Both gates are pipe frame wire "sheep gates" in good condition. Access to the wooded south ridge is more level from I than from J, though only a cattle trail exists as a connection.	**General Recommendation:** no work required. Use this route as a trail connection to the south ridge, rather than Segment J.	**Approx. Cost:** $0	**Priority: N.A.**
Segment J - South ridge road, 3300 l.f. from segment F/Gate 6 to top of ridge. Initial section is a road cut into a steep hillside. The first section is too steep to be practical as a road or a trail. Road continues as a winding track, meandering along with cattle trails to the w. end of the ridge. **Photos J1, J2**	**General Recommendation:** Abandon the first section as a road or trail. Construct approx. 1,500 l.f. of new trail, including trail stile at connection to segment I, and switch backs at the w. end to connect to the barn/parking area; improve/define approx. 2,750 l.f. existing route.	**Approx. Cost:** $2,500 to $5,000, assuming vol. help	**Priority: High**

Segment K - Woodland Trail, 2200 l.f. total from C to F. An old road cut into steep n.-facing hillside or crossing more gentle wooded slopes. Unused for a long time and not drivable. Short portions have steep grades. Road peters out about a thousand feet short of connection to F. May never have connected or have been obliterated by slides and vegetation.				**General Recommendation:** Maintain as a trail connection only: need to improve/define approximately 800 l.f. of existing route at the e. end to connect to F, and at w. end to new trail J. A scenic and shady alternative to main canyon trail.	**Approx. Cost:** $800 to $1,600 assuming vol. help	**Priority: High**
GPS Point	**Approx. Location**	**Description**	**Photo**	**Site-Specific Recommendations**		
	K	A natural spring has been developed with a pipe and rock pools. An obvious acorn grinding rock is also located at this point. The spring is being heavily impacted by cattle.	K1	Fence the spring and grinding rock to protect from cattle (part of grazing management plan). Restore the spring and drainage. Place interpretive sign.	**Approx. Cost:** $200	**Priority: Medium**

REVISED NEWELL MASTER PLAN COSTS, WITH CRITICAL COSTS SEPARATED

Report Reference	Item	Work Scope/Comments	Critical Costs (year 2001 $)	Needed To Complete Plan (year 2001 $)	Approx. Long term Costs (year 2001 $)	Annual Costs (year 2001 $)
Section A	**RESOURCE PROTECTION and RESTORATION**					
A1	Basic Vegetation and Wildlife Management	Annual allowance for seeds, pesticides			5,000	1,000
A1a, A2a	Detailed Management Plan	Prepare specific plan and program for restoring streams, native vegetation				
A3, B7d	Cultural Resources (also addresses Environmental Education, B7d)	Exhibits and materials (any site assessments funded in conjunction with other projects)		5,000	10,000	500
A4a-e, A5 p 2-17	Geology, Soils and Hydrology	Creek and drainage restoration program. 5,000 lineal feet @ $50 to $80 per lineal foot.		250,000	150,000	
A5 (Costs)	Grazing Management Water and Cross Fencing Perimeter Fencing	(Grant Portion: $10,260)	32,034	25,800		
		Subtotal one time costs	**32,034**	**280,800**	**160,000**	
Section B	**SITE USE and IMPROVEMENT**					
B1, B2	Designate Trails and Trail Uses	No costs				
B3a-c	Designate Use Area, Programs	No costs, or are in other categories				
B3d	Stable Facilities	If sufficient land is available		50,000		
B3e	Old Mine Tunnel	Security gate for mine	500			

REVISED NEWELL MASTER PLAN COSTS, WITH CRITICAL COSTS SEPARATED

Report Reference	Item	Work Scope/Comments	Critical Costs (year 2001 $)	Needed To Complete Plan (year 2001 $)	Approx. Long term Costs (year 2001 $)	Annual Costs (year 2001 $)
B4	***Facilities and Fixtures***					
B4a	Restrooms: H.C. Accessible	Initially 2 rented portables				1,800
		Long term pre-fab vault units 2 @ $25,000 ea.			50,000	
B4b	Picnic Tables	Long-term 8 for staging area	6,000	3,600		
		3 for camp @ $1200 ea.	2,400	1,200		
B4b	Benches	Long term 12 @ $500 ea.	3,000	3,000		
B4c	Trash Receptacles	2 for staging area	800			
B4d	Vehicle Gates	12' steel: 7 @ $1500 ea.	10,500			
B4d	Trail Gates, Stiles, per standard details	Hiker/H.C.access: 2 @ $500	1,000			
		Multi-use: 2 @ $1000 ea.	2,000			
B4e	Signs, Maps, Brochures	Allowance				1,200
	Main Entry Signs		2,000			
		Subtotal one time costs	**28,200**	**57,800**	**50,000**	
B6	***Vehicle Access/Circulation See Access & Circulation Estimate Notes***					
B5	Internal Road and Trail Improvements	See detail in Road Assessment	13,000	52,700		
B6a	Short Term Access 6" base rock on graded and compacted surface	End Watson Lane to new bridge: 12' wide w/ 8' wide turnouts every 500'		232,368		
B6c	Short Term Parking Area (same as above)	From bridge to parking areas for public and caretaker		261,868		
B6b	Long Term Access 3" a.c. on 6" base rock	Future Flosden Road to bridge, 20' wide w/ curbs			250,000	
B6c	Long-Term Parking Area 3" a.c. on 6" base rock	Pave and double size of public parking area			100,000	
B6d	Railcar Bridge	w/bumpers and guardrails	30,000			
B5d	All-weather road to ridge	6" base rock w/turnouts			142,056	
		Subtotal one time costs	**43,000**	**546,936**	**492,056**	**2,000**

REVISED NEWELL MASTER PLAN COSTS, WITH CRITICAL COSTS SEPARATED

Report Reference	Item	Work Scope/Comments	Critical Costs (year 2001 $)	Needed To Complete Plan (year 2001 $)	Approx. Long term Costs (year 2001 $)	Annual Costs (year 2001 $)
B7	Barn Use and Improvements	Replace roof and reinforce structure	5,000			
		Enclose bay, add electrical, lighting, concrete pads		15,000		
B8	Utilities and Services	Connection/permit fees	1,000			
B8a1	Provide water to staging area and caretaker's residence: connect to City of Vallejo main at Newell driveway	Backflow preventer	5,000			
		4" main: 1850 l.f @$20/ l.f.	27,000			
		3 - 1" water meters for barn, house, and camp/cattle	1,000	2,000		
		1 1/4" water lines to barn, house: 400 l.f.@ $2/l.f.		800		
		Fire hydrant at Staging Area	2,000			
B8a2	Extend water to group camp and pastures	1 1/4" line (cost is included in grazing management)				
B8a3	Faucets/Drinking Fountains	At barn, house and camp (3)		3,000		
B8b	Electric, phone service	Extend on poles approx. 1850 l.f. to barn and house		18,500		
		Subtotal one time costs	**41,000**	**39,300**	**0**	
B9	Caretaker's residence					
B9a1	House, pad, and foundation	Pre-fab unit < 2000 s.f.		100,000		
B9a3	Garage/ storage building	Approx. 20' x 20'			20,000	
	Propane tank, enclosure			2,000		
B9b	Septic system			20,000		
	Drive/parking	Cost included in on-site circulation				
	Fencing and Landscaping	Allowance		5,000		
		Subtotal one time costs	**0**	**127,000**	**20,000**	

REVISED NEWELL MASTER PLAN COSTS, WITH CRITICAL COSTS SEPARATED

Report Reference	Item	Work Scope/Comments	Critical Costs (year 2001 $)	Needed To Complete Plan (year 2001 $)	Approx. Long term Costs (year 2001 $)	Annual Costs (year 2001 $)
Section C	**SITE MANAGEMENT**					
C1b	Volunteer Patrol	Annual Costs depend upon level of use; Long-term costs are annual			5,000	1,000
C1, C2	Patrol and public safety, property management and maintenance	May need personnel in addition to caretaker			Varies	Varies
	Site management, equipment and supplies				5,000	1,000
		Subtotal *annual* costs	0		**10,000**	
		Plus in-house Staff time				
OVERALL COST SUMMARY						
	Subtotal One Time Costs		**144,234**	**1,051,836**	**722,056**	
	Contingency - 15%		21,635	157,775	108,308	
	Subtotal		165,869	1,209,611	830,364	
	Design, Engineering and Project Management	15% of One Time Costs	24,880	181,442	124,555	
	Grand Total Costs	**One Time Costs**	**190,749**	**1,391,053**	**954,919**	
	Total Project Costs		**2,536,722**			
	Annual Costs:	**Initially**	**8,500**			
		Long-term	**23,500**			

VASCULAR PLANTS OCCURING AT NEWELL CANYON OPEN SPACE

Pteridophytes - Ferns and Allies

Adiantum jordanii	California maidenhair fern
Dryopteris arguta	California wood fern
Equisetum laevigatum	Braun's scouring rush
Equisetum telmateia ssp. braunii	giant horsetail
Pentagramma triangularis ssp. triangularis	goldenback fern
Polypodium glycyrrhiza	Polypody
Polystichum imbricans ssp.	sword fern
Pteridium aquilinum var. pubescens	western bracken

Anthophytes – Flowering Plants

Dicots

ANACARDIACEAE

Toxicodendron diversilobum	poison oak

APIACEAE

Angelica californica	California angelica
Heracleum lanatum	cow parsnip
Lomatium macrocarpum	large-fruited lomatium
Lomatium nudicaule	pestle parsnip
Lomatium utriculatum	foothill lomatium
Osmorhiza chilensis	mountain sweet cicely
Perideridia kelloggii	Kellogg's yampah
Sanicula bipinnatifida	purple sanicle
Sanicula crassicaulis	pacific snakeroot
Scandix pectin-veneris	Spanish needles *
Torilis nodosa	knotted hedge parsley *

ARISTOCHIACEAE

Aristolochia californica	dutchman's pipe

ASTERACEAE

Achillea millefolium	common yarrow
Agoseris grandiflora	large-flowered agoseris
Artemisia douglasiana	Douglas's mugwort
Artemisia californica	California sagebrush
Baccharis pilularis	coyote brush
Balsamorhiza macrolepis ssp. macrolepis	California balsamroot
Carduus pycnocephalus	Italian thistle *

Centaurea calcitrapa	purple star thistle *
Centaurea solstitialis	yellow star thistle *
Cirsium vulgare	bull thistle *
Cotula coronopifolia	brass buttons *
Erigeron petrophilus ssp. petrophilus	rock daisy
Eriophyllum lanatum var. achillaeoides	woolly sunflower
Gnaphalium canescens ssp. beneolens	slender cudweed
Gnaphalium purpureum	purple cudweed
Gnaphalium stramineum	cotton-batting plant
Hemizonia congesta ssp. luzulifolia	hayfield tarweed
Hesperevax sparsiflora var. sparsiflora	erect hesperevax
Heterotheca sessiliflora ssp. bolanderi	Bolander's hairy golden aster
Lagophylla ramosissima	common haireleaf
Madia gracilis	slender madia
Picris echioides	prickly ox-tongue *
Silybum marianum	milk thistle *
Sonchus oleraceus	sow thistle *
Wyethia angustifolia	narrow-leaved mule ears
Wyethia glabra	glossy mule ears
BERBERIDACEAE	
Berberis pinnata ssp. pinnata	California mahonia
BETULACEAE	
Corylus cornuta var. californica	California hazelnut
BORAGINACEAE	
Amsinckia menziesii ssp. intermedia	common fiddleneck
Cynoglossum grande	grand hound's tongue
BRASSICACEAE	
Brassica niger	black mustard *
Cardamine californica ssp. californica	California milkmaids
Erysimum capitatum var.	wallflower
Rorippa nasturtium-aquaticum	
Sisymbrium officianale	hedge mustard *
CAPRIFOLIACEAE	
Lonicera hispidula var. vacillans	hairy honeysuckle
Sambucus mexicana	desert elderberry
Symphoricarpus albus ssp. laevigatus	common snowberry
CARYOPHYLLACEAE	
Silene californica	California Indian pink
Silene gallica	windmill pink *
Stellaria media	common chickweed *

CONVOLVULACEAE	
Calystegia subacaulis ssp. subacaulis	hill morning glory
Calystegia ssp.	morning glory
CRASSULACEAE	
Dudleya cymosa ssp. cymosa	live forever
CUCURBITACEAE	
Marah fabaceus	California manroot
DIPSACACEAE	
Dipsacus sativus	Fuller's teasel *
ERICACEAE	
Arbutus menziesii	madrone
FABACEAE	
Lathyrus jepsonii ssp. californicus	Jepson's pea
Lathyrus vestitus var. vestitus	hillside pea
Lotus corniculatus	bird's foot trefoil *
Lupinus bicolor	miniature lupine
Lupinus succulentus	succulent lupine
Medicago arabica	black medic *
Medicago polymorpha	bur clover *
Trifolium dubium	shamrock *
Trifolium hirtum	rose clover
Trifolium subterraneum	subterranean clover *
Vicia ameicana var. Americana	American vetch
Vicia sativa ssp. nigra	winter vetch *
Vicia sativa ssp. sativa	spring vetch *
GERANIACEAE	
Erodium botrys	long-beaked filaree *
Erodium cicutarium	red-stemmed filaree *
Geranium dissectum	cut-leaved geranium *
Geranium molle	dove's foot geranium *
GROSSULACEAE	
Ribes victoris	Victor's gooseberry
HIPPOCASTANACEAE	
Aesculus californica	buckeye
HYDROPHYLLACEAE	
Phacelia distans	common phacelia
Phacelia imbricata	imbricate phacelia

Nemophila heterophylla	woodland nemophila
LAMIACEAE	
Marrubium vulgare	horehound *
Mentha pulegium	pennyroyal *
Monardella villosa ssp. villosa	coyote mint
Stachys ajugoides var.. ajugoides	hedge nettle
Stachys ajugoides var. rigida	rigid hedge nettle
LAURACEAE	
Umbellularia californica	California bay
LYTHRACEAE	
Lythrum hyssopifolia	hyssop-leaved loosestrife *
MYRTACEAE	
Eucalyptus globules	blue gum *
ONAGRACEAE	
Epilobium brachycarpum	panicled willowherb
Zauschneria californica	California fuchsia
PAPAVERACEAE	
Eschscholzia californica	California poppy
Platystemon californicus	cream cups
PLANTAGINACEAE	
Plantago erecta	dwarf plantain
Plantago subnuda	Mexican plantain
Plantago lanceolata	English plantain *
POLYGONACEAE	
Eriogonum nudum var. oblongifolium	nudestem buckwheat
Rumex acetosella	sheep sorrel *
Rumex crispus	curly dock *
PORTULACACEAE	
Claytonia perfoliata ssp. perfoliata	miner's lettuce
PRIMULACEAE	
Anagallis arvensis	scarlet pimpernel *
RANUNCULACEAE	
Ranunculus californicus	California buttercup

Ranunculus muricatus	prickleseed buttercup *
RHAMNACEAE	
Rhamnus californica ssp. californica	California coffeberry
ROSACEAE	
Acaena pinnatifida var. californica	California acaena
Holodiscus discolor	ocean spray
Malus sylvestris	apple *
Potentilla glandulosa ssp.	sticky cinquefoil
Rosa californica	California rose
Rosa spithamea	ground rose
Rubus discolor	Himalayan blackberry
Rubus ursinus	California blaclkberry
RUBIACEAE	
Galium aparine	cleavers *
Galium murale	wall bedstraw *
Galium porrigens ssp. porrigens	climbing bedstraw
SALICACEAE	
Salix exigua	sandbar willow
Salix lasiolepis	arroyo willow
Salix lucida ssp. lasiandra	red willow
SAXIFRAGACEAE	
Lithophragma affine	woodland star
SCROPHULARIACEAE	
Bellardia trixago	bellardia *
Castilleja affinis ssp. affinis	coast paintbrush
Castilleja affinis ssp. neglecta	Tiburon paintbrush
Castilleja exserta ssp. exserta	purple owl's clover
Castilleja rubicundula ssp lithspermoides	cream sacs
Mimulus aurantiacus	sticky monkeyflower
Mimulus guttatus	seep-spring monkeyflower
Scrophularia californica ssp.	California figwort
Triphysaria pusilla	dwarf owl's clover
Veronica americana	american brooklime
SOLANACEAE	
Solanum americanum	small flowered nightshade
Solanum umbelliferum	blue witch
URTICACEAE	
Urtica dioca ssp. holsericea	hoary nettle

VIOLACEAE	
Viola pedunculata	Johnny jump-ups
VISCACEAE	
Phoradendron macrophyllum	long-spiked mistletoe

Monocots

CYPERACEAE	
Carex barbarae	Santa Barbara sedge
Carex deweyana var. leptopoda	short-scaled sedge
Cyperus eragrostis	yellow-nutsedge
Eleocharis macrostachya	creeping spikerush
Scirpus koilolepis	keeled clubrush
Scirpus americanus	american bulrush
IRIDACEAE	
Iris macrosiphon	bowl-tubed iris
Sisyrinchium bellum	blue-eyed grass
JUNCACEAE	
Juncus balticus	Baltic rush
Juncus effusus var. pacificus	pacific bog rush
Juncus mexicanus	Mexican rush
Juncus xiphioides	Iris-leaved rush
Luzula subsessilis	common wood rush
LILIACEAE	
Allium serra	serrated onion
Calochortus luteus	gold nuggets
Chlorogalum pomeridianum var. pomeridianum	Indian soap
Dichelostemma capitatum ssp. capitatum	blue dics
Dichelostemma congestum	ookow
Disporum hookeri	Hooker's fairy bells
Smilacina stellata	star false solomon's seal
Trillium chloropetalum	giant trillium
Zigadenus fremontii	Fremont's star lily
ORCHIDACEAE	
Corallorhiza striata	striped coral root
POACEAE	
Avena barbata	wild oats *

Bromus carinatus var. carinatus	California brome
Bromus daindrus	rip-gut grass *
Bromus hordeaceus	soft chess *
Bromus laevipes	woodland brome
Cynsurus echinatus	dogtail grass *
Elymus elymoides ssp. elymoides	bottlebrush squirrel-tail
Elymus glaucus ssp. glaucus	western rye grass
Elymus multisetus	big squirrel-tail
Hordeum brachyantherum ssp. brachyantherum	meadow barley
Hordeum marinum ssp. gussoneanum	Mediterranean barley *
Leymus triticoides	alkali rye
Lolium multiflorum	Italian rye *
Melica californica	California melica
Nassella lepida	small-flowered neddlegrass
Nassella pulchra	purple needlegrass
Poa annua	annual bluegrass *
Poa secunda ssp. secunda	pine bluegrass
Phalaris paradoxa	paradox canary grass *
Polypogon monspeliensis	rabbit's foot *

TYPHACEAE

Typha angustifolia	Narrow-leaved cat-tail

* = non-native species

TITLE

Business License Fee Program

RECOMMENDATION

Introduction and First Reading of an Ordinance Amending the Municipal Code pertaining to Business Licenses

CONTACT

Jemelyn Cruz, Finance Director
Juan Gomez, Assistant City Manager

BACKGROUND & ANALYSIS

The City of American Canyon's Business License Program ensures that all businesses comply with applicable State, County, and City regulations. These include County Health Permits for food and beverage establishments and veterinary services, State of California Seller's Permits for businesses selling tangible goods, and professional licenses for medical service providers. Compliance with City zoning requirements is also mandatory. City staff assist both prospective and current businesses in navigating these regulations. A business license authorizes legal operation within the City, promoting safe, legitimate, and licensed business practices.

According to Municipal Code Chapter 5.04, it is unlawful for any person or entity to commence, engage, or carry on any business in the City without first obtaining a valid license and paying the applicable fee. While the code allows for fee exemptions, a license is still required. Exemptions apply to non-profits, disabled veterans, businesses subject to City franchise fees, and individuals receiving Social Security benefits whose gross receipts do not exceed the legal income threshold.

In recent years, the number of community events has increased, often involving multiple vendors, entertainers and food trucks. Managing these vendors has been challenging due to incomplete or late vendor lists and communication gaps with City staff. This has hindered timely license processing and compliance enforcement. Amending the code will simplify and expedite the process for community event organizers, by utilizing their own city business license to cover the event and all participants.

Proposed Amendment to Section 5.04.220

The current Municipal Code includes an exemption for charitable and non-profit organizations. Charitable and non-profit organizations frequently host community events. The proposed amendment broadens the exemption to include promoters and vendors contracted by these exempt organizations, limited to community events.

Proposed Amendment to Section 5.04.410

The current Municipal Code includes flat-rate licensing for carnivals, fairs, and circuses. A draft amendment introduces a new category for "Community Special Events" with a similar flat daily rate. This rate will apply to any for-profit event organizers and cover all vendors associated with the event.

Under the proposed amendments, event organizers will still be required to submit vendor details and confirm compliance with all applicable permits and regulations. This approach is expected to streamline the process, reduce administrative burden, and facilitate faster license issuance. A redline copy of the proposed changes to the relevant sections is included as Attachment 2.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Economic Development and Vitality: "Attract and expand diverse business and employment opportunities."

FISCAL IMPACT

The primary goal of the amendment is to streamline the business license process for community events. While these amendments will minimally impact revenues, the anticipated administrative efficiencies and improved compliance are expected to provide long-term benefits.

ENVIRONMENTAL REVIEW

N/A

COMMUNICATION

Level 1: Minimal Communication

A summary of the amendment will need to be published in newspaper within 15 days of adoption.

We will need to update business license forms and application, and work with Parks & Recreation to ensure the Special Event form is in alignment with the business license policy.

ATTACHMENTS:

1. Draft Ordinance
2. Redline Draft Ordinance

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, CALIFORNIA, AMENDING CHAPTER 5.04.220 AND CHAPTER 5.04.410 OF TITLE 5 OF THE AMERICAN CANYON MUNICIPAL CODE, REGULATING EXEMPTION FOR CHARITABLE AND NONPROFIT ORGANIZATIONS AND BUSINESS LICENSE FEES – FLAT RATE

WHEREAS, the City of American Canyon's Business License Program ensures that all businesses comply with applicable State, County, and City regulations; and

WHEREAS, it is unlawful for any person or entity to commence, transact, engage in, or carry-on any business in the city without first having obtained a valid license and paid the license fee; and

WHEREAS, the number of community events with multiple vendors have increased and managing these vendors has been challenging hindering timely license processing and compliance enforcement; and

WHEREAS, by providing a category for Community Special Events, event promotors will be responsible for collecting vendor information, ensuring compliance with all relevant permits and regulations. This will streamline the process and facilitate faster license issuance; and

WHEREAS, on September 2, 2025, the City Council of the City of American Canyon conducted a duly-noticed public hearing, at which time all those in attendance were give the opportunity to speak on the proposal.

NOW, THEREFORE, BE IT ORDAINED:

SECTION 1: Chapter 5.04.410 to Title 5 of the City of American Canyon Municipal Code is hereby amended with the following business license regulations:

5.04.220 Exemption – Charitable and nonprofit organizations.

The provisions of this chapter shall not be deemed or construed to require the payment of a license fee to conduct, manage or carry on any business, occupation, or activity from any institution or organization which is conducted, managed or carried on wholly for the benefit of charitable purposes from which profit is not derived, either directly or indirectly, by any individual; nor shall any license fee be required for the conducting of any entertainment, concert, exhibition, community special event, or lecture on scientific, historical, literary, religious or moral subjects within the city whenever the receipts of any such entertainment, concert, exhibition or lecture are to be appropriated to any church or school or to any religious or benevolent purpose; nor shall any license fee be required for the conducting of any entertainment, dance, special community event, municipal organization or association whenever the receipts of any such entertainment, dance, community special event, concert exhibition or lecture are to be appropriated for the purpose and objects for which such organization or association was formed and from which profit is not derived either directly or indirectly, by any individual; provided, however, that nothing in this section shall be deemed to exempt any such organization or association from complying with any of the provisions of this code requiring a permit from the city council or any commission or officer to conduct, manage, or carry on any profession, trade, calling or occupation. This exemption shall apply to promoters, service providers, and vendors who are employed or contracted by the charitable or nonprofit organizations hosting community special events, as previously described.

(Ord. 92-20 (part), 1992; Ord. 2012-01(part) § 1, 2012; prior code § 3.28.220)

5.04.410 License fees—Flat rate.

Every person transacting and carrying on the businesses enumerated in this section shall pay a license fee as follows:

Advertising.

(A) Billboards, signs not fixed on places of business: one hundred dollars per structure or sign.
(B) Distributing handbills: one hundred dollars annually, or fifty dollars monthly, or twenty-five dollars daily.
(C) Sound trucks: two hundred dollars annual fee per truck, or fifty dollars daily fee per truck.
(D) Klieg lights: one hundred fifty dollars per year per light, or at licensee's option, fifteen dollars per day per light.

Auctioneers.

Auctioneers not having a fixed place of business in the city, two hundred fifty dollars per year, or at the option of the licensee, twenty-five dollars per day.

Card Rooms.

One hundred fifty dollars per table per year.

Carnivals, Fairs.

Two hundred dollars for the first day and one hundred fifty dollars for each additional day, for the first ten or fewer concessions; plus thirty dollars for the first day and twenty dollars for each additional day for each concession in excess of ten. For the purpose of this section, "concession" means any amusement ride, booth, exhibit, stall, tent, trailer, or stand which charges any fee for the ride, service or product offered.

Circuses.

Two hundred dollars per day.

Commercial Filming.

On city streets or other city property, as follows:

Persons Employed at Location	**Rate per Day**
1 — 3	$100.00
4 — 6	200.00
7 — 9	400.00
10 and over	600.00

Traffic-control costs or any additional costs as required by the chief of police shall be paid entirely by the applicant.

Community Special Events.

Two hundred dollars per day per event. Unlimited vendors and concessions. For the purpose of this section, “concession” means any booth, stall, tent, trailer, mobile vendor, or stand which charges any fee for the service or product offered. Vendors include service providers such as musicians, stage crew, lighting, DJ’s. Not applicable to Charitable and non-profit organizations.

Contractors.

Every person engaged in the business of contracting which requires a state contractors' license shall pay a business license as follows:
(A) General contractors, one hundred dollar annual fee;
(B) Subcontractors, fifty dollar annual fee;
(C) Business licenses for general contractors and subcontractors may be obtained semi-annually.

Living Accommodations.

Every person transacting or engaged in the rental of four or more dwelling units in any apartment house, roominghouse, houses for rent, or other living accommodations shall pay an annual fee of twelve dollars per unit, provided that hotels and motels shall be on the gross receipts basis, Class B.

Mobilehome, Trailer and Recreational Vehicle Parks.

Twelve dollars per space per year.

Peddlers and Solicitors.

(A) Principal, two hundred dollar annual fee.
(B) Each additional solicitor or peddler, ten dollars quarterly.

Sales Representatives.

Every person engaged in the business of soliciting of orders for sales or services by a nationally franchised business (such as AVON) wherein solicitation only occurs by previous appointment, shall pay a business license fee of twenty-five dollars per year.

Taxicabs.

(A) Taxicab operator's license, sixty dollar annual fee;
(B) Taxicab vehicles, per vehicle, twenty-five dollar annual fee.

(Ord. 92-20 (part), 1992; Ord. 93-06 § 1, 1993; Ord. 2012-01(part) § 1, 2012; prior code § 3.28.420)

SECTION 2: The adoption of the proposed ordinance is not a project that has the potential for causing a significant effect on the environment and therefore is not subject to review under the California Environmental Quality Act (CEQA). In addition, the proposed ordinance amendment is exempt under the definition of the Project in Section 15378 (b)(3) in that it concerns general policy and procedure making.

SECTION 3: Severability. The City Council hereby declares that if any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause

or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 4: The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within 15 days of its adoption cause a summary of it to be published in a newspaper and circulated in the City and thereupon and thereafter this ordinance shall take effect and be in force according to law.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 2nd day of September, 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of American Canyon, State of California, held on the ____ day of ____, 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Pierre Washington, Mayor

ATTEST:

_____
Taresa Geilfuss, City Clerk

APPROVED AS TO FORM:

_____
Taresa Highsmith, City Attorney

5.04.220 Exemption – Charitable and nonprofit organizations.

The provisions of this chapter shall not be deemed or construed to require the payment of a license fee to conduct, manage or carry on any business, occupation, or activity from any institution or organization which is conducted, managed or carried on wholly for the benefit of charitable purposes from which profit is not derived, either directly or indirectly, by any individual; nor shall any license fee be required for the conducting of any entertainment, concert, exhibition, community special event or lecture on scientific, historical, literary, religious or moral subjects within the city whenever the receipts of any such entertainment, concert, exhibition or lecture are to be appropriated to any church or school or to any religious or benevolent purpose; nor shall any license fee be required for the conducting of any entertainment, dance, community special event, municipal organization or association whenever the receipts of any such entertainment, dance, community special event, concert exhibition or lecture are to be appropriated for the purpose and objects for which such organization or association was formed and from which profit is not derived either directly or indirectly, by any individual; provided, however, that nothing in this section shall be deemed to exempt any such organization or association from complying with any of the provisions of this code requiring a permit from the city council or any commission or officer to conduct, manage, or carry on any profession, trade, calling or occupation. This exemption shall apply to promoters, service providers, and vendors who are employed or contracted by the charitable or nonprofit organizations hosting community special events, as previously described.

(Ord. 92-20 (part), 1992; Ord. 2012-01(part) § 1, 2012; prior code § 3.28.220)

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(A) General contractors, one hundred dollar annual fee;
(B) Subcontractors, fifty dollar annual fee;
(C) Business licenses for general contractors and subcontractors may be obtained semi-annually.

Living Accommodations.

Every person transacting or engaged in the rental of four or more dwelling units in any apartment house, roominghouse, houses for rent, or other living accommodations shall

pay an annual fee of twelve dollars per unit, provided that hotels and motels shall be on the gross receipts basis, Class B.

Mobilehome, Trailer and Recreational Vehicle Parks.

Twelve dollars per space per year.

Peddlers and Solicitors.

(A) Principal, two hundred dollar annual fee.
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Sales Representatives.

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(Ord. 92-20 (part), 1992; Ord. 93-06 § 1, 1993; Ord. 2012-01(part) § 1, 2012; prior code § 3.28.420)

SECTION 2: The adoption of the proposed ordinance is not a project that has the potential for causing a significant effect on the environment and therefore is not subject to review under the California Environmental Quality Act (CEQA). In addition, the proposed ordinance amendment is exempt under the definition of the Project in Section 15378 (b)(3) in that it concerns general policy and procedure making.

SECTION 3: Severability. The City Council hereby declares that if any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 4: The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within 15 days of its adoption cause a summary of it to be published in a newspaper and circulated in the City and thereupon and thereafter this ordinance shall take effect and be in force according to law.

The foregoing Ordinance was **PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of American Canyon, State of California held on the ____ day of _____, 2025 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Pierre Washington, Mayor

ATTEST:

_____
Taresa Geilfuss, City Clerk

APPROVED AS TO FORM:

_____
Taresa Highsmith, City Attorney

TITLE

Voting Delegate and Alternate(s) for the League of California Cities 2025 Annual Business Meeting

RECOMMENDATION

Approve by Minute Order a Voting Delegate and Alternate(s) for the League of California Cities 2025 Annual Business Meeting.

CONTACT

Taresa Geilfuss, City Clerk

BACKGROUND & ANALYSIS

The League of California Cities 2025 Annual Conference and Expo will be held on October 8-10, 2025. The General Assembly (Annual Business Meeting) is scheduled for Friday, October 10, 2025. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the General Assembly, the City Council must designate a Voting Delegate and up to two (2) alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity. To be eligible to vote, the delegate and alternates must be registered to attend the conference.

The League has requested that voting delegate information be transmitted to the League as soon as possible and no later than September 24, 2025.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Not applicable.

FISCAL IMPACT

There is no fiscal impact to designating a voting delegate.

ENVIRONMENTAL REVIEW

Not Applicable.

COMMUNICATION

Level 0: No Further Public Communication Needed

ATTACHMENTS:

1. Cal Cities 2025 Voting Delegate Information Packet

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 24, 2025

DATE: Wednesday, July 16, 2025

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

LEAGUE OF CALIFORNIA CITIES

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions

Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees

The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee

The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly

During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

TITLE

Community Grant Program Policy

RECOMMENDATION

Provide clarity and direction to staff on the Community Grant Program Policy update to ensure alignment with Council's direction and priorities.

CONTACT

Alexandra Ikeda, Deputy City Manager

BACKGROUND & ANALYSIS

The Community Grant Program Policy (Attachment 1) was adopted by Council on March 1, 2020. As part of the Parks and Community Services (PCS) Commission's Fiscal Year 2025/26 Work Plan, the Council tasked the PCS Commission to review and update the policy. It is staff's understanding that the intent of this update is to strengthen the program as a funding source for American Canyon nonprofits to deliver programs, events, and services-based projects that benefit the community.

At the August 14, 2025 PCS Commission meeting, the Commission began its review of the Community Grant Program Policy. During that discussion, questions arose that require Council's direction. Staff now requests clarification on the following policy elements:

1. Which body will have the **authority to award** Community Grants: A) The **City Council** upon recommendation of the PCS Commission or B) The **PCS Commission** directly?

2. Does the Council intend the Community Grant Program to A) distribute **smaller** amounts of funding more **broadly** across as many nonprofits as possible (ie. $500 or $1,000 max), or B) to distribute **larger** amounts more strategically on mission-driven priorities, even if that means larger awards to **fewer** organizations (ie. $3,000 to $5,000 max)?

Staff requests direction on these questions to ensure that the policy update accurately reflects Council's priorities.

Next Steps

Once direction is received, staff intends to return to the PCS Commission to finalize the draft policy.

Staff anticipates the PCS Commission making a policy recommendation to Council later this year, with the goal of soliciting community grant requests by the end of 2025 for the eventual award in early 2026.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The FY 25/26 Budget includes a $30,000 appropriation for the Community Grant Program.

ENVIRONMENTAL REVIEW

15378(b) - The action is not a "Project" subject to the California Environmental Quality Act ("CEQA") because it does not qualify as a "Project" under Public Resources Code Sections 21065 and 21080 and in Section 15378(b) of Title 14 of the California Code of Regulations.

COMMUNICATION

Level 2: Targeted Communication

Information about the updated policy will be transmitted to community groups directly. These groups will be invited to apply for the grant program once activated.

ATTACHMENTS:

Community Grant Program Policy

CITY COUNCIL AGENDA
STAFF REPORT

MARCH 17, 2020
BUSINESS

SUBJECT
Adopt a Resolution establishing the Community Service Awards Policy.

SUBMITTED BY
Jason Holley, City Manager
Creighton Wright, Parks and Recreation Director

Agenda	Finance	City Attorney	City Manager
Review	N/A	3/11/20	03/11/20

BACKGROUND AND ISSUES
American Canyon is known for outstanding volunteer service by community groups and individuals. To thank and recognize the volunteers in our community, the City gives awards at a "Community Recognition Ball". Examples of previous awards include:

- "Certificate of Appreciation" – community groups nominate members of their organizations to express appreciation for their annual efforts.
- "Organizational Award" – community groups nominate one member of their organization to receive a higher level of appreciation and recognition for their work with the group.
- "Gateway Award" – community members nominate residents of American Canyon for their long-term and varied involvement in the development of American Canyon agencies, organizations, or significant projects.
- "Business of the Year" – community members and/or organizations nominate businesses/business owners recognizing their significant community contributions and support community programs, events and projects in American Canyon.
- "Youth of the Year Award" – community members nominate youth (generally under the age of 19) residents to recognize significant volunteer service or project completion in American Canyon that betters the community.
- "Lifetime Organization Award" – community members and/or organizations nominate residents of American Canyon for their long-term involvement in the development of singular American Canyon agency, organization, or significant project.
- "Firefighter/Police Officer of the Year" – Police Department and Fire District leadership and peers nominate a Firefighter/Police Officer alternating each year between Police Officer and Firefighter, to recognize outstanding service to the community and the profession.

While in general, it is intended that awardees embody community values and interests, working for the betterment of American Canyon, the historical process for selecting awardees has been informal and subjective. In the future, for the awards that will remain "City awards", staff recommends the Council adopt a formal process to ensure consistency of future awards based on the organization's values. The recommended Community Service Awards Policy is shown in Attachment 1, Exhibit A and is consistent

with the direction provided by the Ad-Hoc Community Grants & Awards Committee (Oro/Joseph) at their February 25, 2020 meeting.

Notable points of the Policy include:

1. Applies to the selection of the "City awards" – namely the "Gateway Award", "Youth of the Year Award" and "Public Safety Member of the Year".
2. The "Business of the Year Award" will no longer be given. The Business of the Year Award was created several years ago to allow for a non-resident business owner to receive recognition for their significant community service and financial support to the community, organizations and causes. Instead, the criteria for the Gateway Award is broadened to focus on the contribution to the community and not the individual's residency, thus allowing the possibility for a non-resident business owner to be eligible for the Gateway Award.
3. The "Lifetime Organization Award" will no longer be given. The Lifetime Organizational Award was created several years ago to allow for a resident to receive recognition for their significant community service and financial support to a singular (rather than multiple) organization and causes. Instead, the criteria for the Gateway Award is broadened to focus on the contribution to the community, even if that contribution was only to a single organization.
4. "Youth of the Year Award" will remain the same. Community members nominate youth (generally under the age of 19) residents to recognize significant volunteer service or project completion in American Canyon that betters the community.
5. "Firefighter/Police Officer of the Year" is being renamed to "Public Safety Member of the Year". Police Department and Fire District leadership and peers will still nominate a Firefighter/Police Officer or other significant community contributor to public safety, alternating each year between Police Officer and Firefighter, to recognize outstanding service to community and the profession.
6. The selection process provides Council and past Gateway Award winners the opportunity to vote on "Gateway Award" and "Youth of the Year Award". Ballots will be mailed to the voters' and the individual(s) with the greatest votes will be the winner.
7. "Certificate of Appreciation" and/or "Organizational Award" will be given by community groups (not the City) to one or more members of their organization to receive a higher level of appreciation and recognition for their work with the group.

COUNCIL PRIORITY PROJECTS AND PROGRAMS

Supporting community groups builds upon the strength of our local community and helps develop a clear sense of place and establishes our unique identity.

FISCAL IMPACTS

The Recommended Action (establishing policy) will have no impact on the City's FY 2019/20 Budget.

ENVIRONMENTAL REVIEW

The Recommended Action is not a "project" pursuant to the California Environmental Quality Act.

STAFF RECOMMENDATION

Adopt a Resolution establishing the Community Service Awards Selection Policy.

ATTACHMENTS

1. Resolution
   EXHIBIT A – Community Service Awards Selection Policy

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON ESTABLISHING THE COMMUNITY SERVICE AWARDS SELECTION POLICY

WHEREAS, American Canyon was founded upon the backs of many volunteer hours; and

WHEREAS, American Canyon's founders can-do volunteer spirit is infectious and has become a well-known point of community pride and character; and

WHEREAS, 22 years ago, the Community Recognition Ball was established to honor and recognize the organization's and individual's infectious volunteer spirit; and

WHEREAS, the organization leadership and the public may nominate their fellow community member to be recognized for their outstanding community service; and

WHEREAS, the Gateway Award is the most prestigious award presented at the Community Recognition Ball that honors an individual or business owner who has a long-term and varied involvement in the development of American Canyon agencies, organizations or significant projects; and

WHEREAS, the Youth of the Year recognizes a young person who participates heavily in the American Canyon community providing significant volunteer service or project completion that betters the community; and

WHEREAS, City Staff met with a City Council Subcommittee to help guide the creation of the Community Service Awards Selection Policy.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby establishes the Community Service Awards Selection Policy attached hereto as Exhibit A and incorporated by reference.

PASSED, APPROVED and **ADOPTED** at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 17th day of March, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Leon Garcia, Mayor

ATTEST:

_____
Suellen Johnston, City Clerk

APPROVED AS TO FORM:

_____
William D. Ross, City Attorney

COMMUNITY SERVICE AWARDS SELECTION POLICY

2020-XX

PURPOSE

The City of American Canyon seeks to recognize and acknowledge community service and volunteer efforts by local organizations and individuals. In addition, the City recognizes a few outstanding members of the community who have made significant contributions to the community by presenting them with a "Gateway Award" , "Youth of the Year Award", "Public Safety Member of the Year". This policy identifies the criteria and process for awarding the Gateway and Youth of the Year Awards.

1.0 – Policy

The Gateway Award, Youth of the Year, and Public Safety Member of the Year are among the City's greatest and most prestigious honors. As described below, they are intended to recognize significant community service, pride, and interest in making American Canyon a better place:

1.1 Gateway Award –nominees should display the American Canyon community spirit, embody the community values and interests, and a successful track record of working for the betterment of the City. The Award recognizes their long-term and varied involvement in the development of American Canyon agencies, organizations, or significant projects. Nominees need not be an American Canyon resident, but will have displayed long-term commitment to the community.

1.2 Youth of the Year –nominees must be under the age of 19, participate heavily in the American Canyon community providing significant volunteer service or project completion in American Canyon that betters the community.

1.3 Public Safety Member of the Year - nominees will be an American Canyon Fire Protection District employee, American Canyon Police Department employee or community member who has made a significant contribution to public safety in the community and the profession.

2.0 - Nominee Selection for Gateway Award and Youth of the Year

Nominations may be made by any American Canyon resident, business owner or employee. As these awards are most representative of the City, the City Council assists in the selection process and presents the awards to the winners. Former Gateway Award winners will be offered the opportunity to assist in the selection process. To make the selection process as fair as possible, the City will utilize an electronic (online) voting process. Selections shall be made by allowing each City Council Member and each former Gateway Award winner one vote. However, in the event a Councilmember is also a Gateway Ward winner,

they shall still only be allowed one vote. There is oftentimes a tight timeline from awards nomination deadline to Recognition Ball, therefore any votes received after the deadline will be nullified and not counted. After the voting deadline has passed, City staff conducts a simple tally of nominations to determine the winner. The nominator is notified of the wonderful news.

3.0 - Nominee Selection for Public Safety Member of the Year

Nominations may be made by any American Canyon resident, business owner or employee. Police Department and Fire District leadership and peers will select a Firefighter/Police Officer or other significant community contributor to public safety, alternating each year between Police Officer and Firefighter.

4.0 – Contact

Community Service Awards Program
Parks and Recreation Department
Phone: 707.648.7275
Email: parksinfo@cityofamericancanyon.org
Website: www.cityofamericancanyon.org

CITY OF AMERICAN CANYON

Building and Safety Update

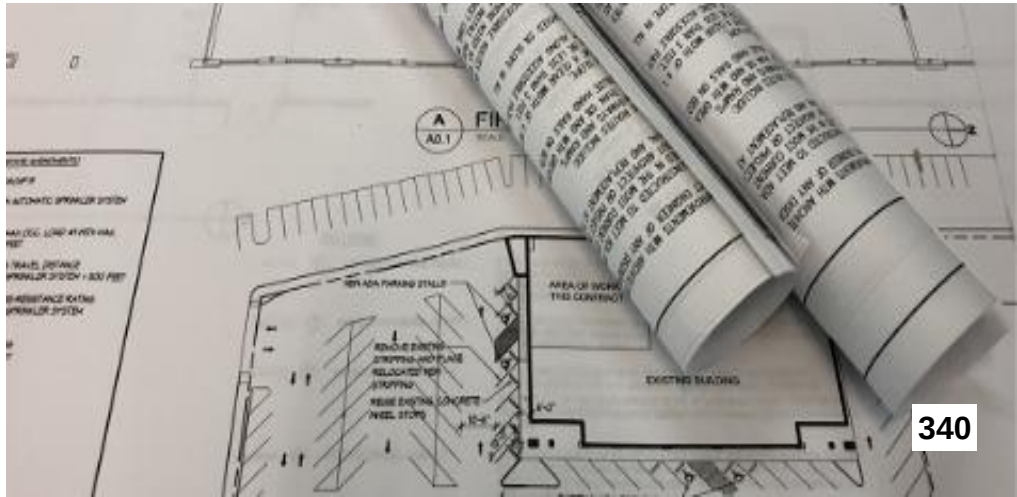
City Council

September 2, 2025

Building & Safety Mission

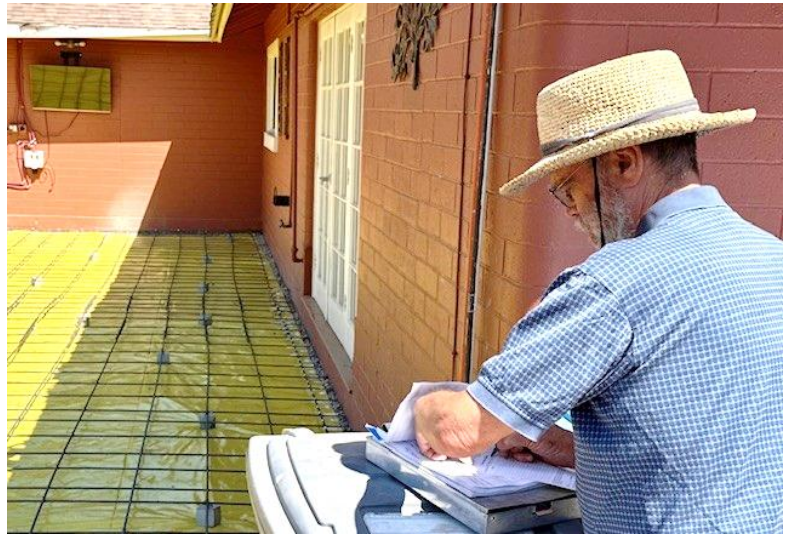
Safeguard public safety, health, and general welfare

- **Educate** California Building, Electrical, Plumbing, Mechanical, and California Green Codes.
- **Review construction documents** to ensure compliance with safety standards.
- **Issue permits** for construction, alteration, demolition, and relocation of buildings and structures.
- **Conduct property inspections** to verify permitted work complies with approved plans and safety codes.

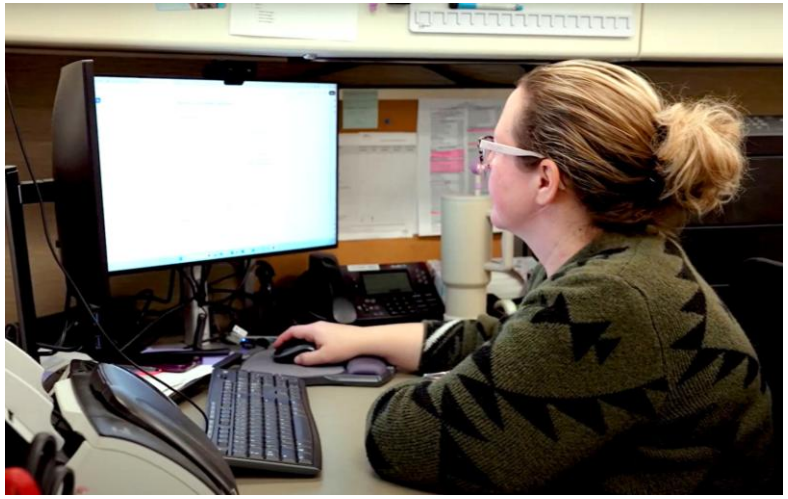


Building and Safety Lead Staff

Laura Welch and Ron Beehler



Jim Campo



Julieanne Geilfuss

Stacy Barker

Walter Maddon

Building Permit Process

1. Electronic Application Submittal/Intake.
2. Plan Review fees Collected.
3. Plans Routed to Building, Planning, Public Works, and Fire.
4. Plan corrections or approval routed to Applicant and Property Owner.
5. Permit issued when corrections made and fees paid.
6. Building Inspections.
7. Building Occupancy/Permit Closeout/Grand Opening.

Building Permits Today

- ✓ 130 Permits In Review
- ✓ 300 Permits Under Inspection
- ✓ Home Improvements = 60% of Permits

Napa River Ecology Center – 205 Wetlands Edge Rd

Permit Under Review

bitly

A.C. Parks Foundatic

Napa Junction Solar – 5381 Broadway

Grading Under Way

Permits Under Review

SDG 220 Distribution Center

ICC-Stravinski

Permit Under Review

Hampton Inn – 3443 Broadway (BDSP)

Sorrell at Watson Ranch KB Homes Lot 7

136 Units

Permits Under Review

Perspective View

Front Elevation

Enhancement:
- Window grids
- Additional shutters
- Extended siding

KB Home

Lot 8 Subdivision (WRSP) – Cartier St

25 Units

Permits Under Review

KB Home

Enclave by the Bay (Canyon Estates) Richmond American Homes

Permits Under Review

Home2 Suites Hotel – 3701 Main St (BDSP)

Under Construction

Oat Hill Apartments – Opus Ln and Chennault Way

291 Units

Under Construction

[Jackson Square Properties]

Harvest Subdivision (WRSP) – Marcus Rd

219 Units

Under Construction

PLAN 1583
levation 'C' Farmhouse
Color Scheme 3B

PLAN 1799
Elevation 'A' Ranch
Color Scheme 1B

PLAN 1859
Elevation 'B' Traditional
Color Scheme 3BC

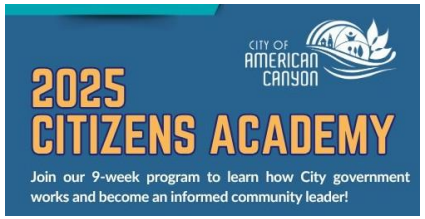
D.R. Horton

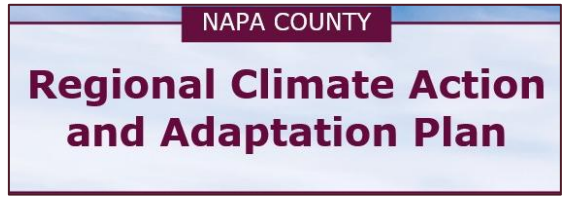
Building Activity Fiscal Year 24/25

- ✓ 560 Permits/Projects Completed
- ✓ 372 Home Improvement Permits (66%)
- ✓ 31 Tenant Improvement Permits (6%)
- ✓ Lemos Pointe, Napa Cove, 66 WRSP Homes Completed
- ✓ SDG 217 Warehouse, Copart, PG&E HQ Completed
- ✓ 2,861 Inspections
- ✓ $87 Million Construction Valuation

On the Horizon

- October 2025 - Launch OpenGov On-line Building Permit System
- October 2025 - Citizens Academy
- Fall 2025 - Professional Design Review for Major Residential and Commercial projects
- January 2026 – New 2025 Building Code Update
- Early 2026 – Regional Climate and Adaptation Plan (RCAAP)
- Stay In Touch – Development & Construction Updates QR





CITY OF AMERICAN CANYON

Thank You!

City Council Committee Report

Submitted by:* Mayor Pierre Washington

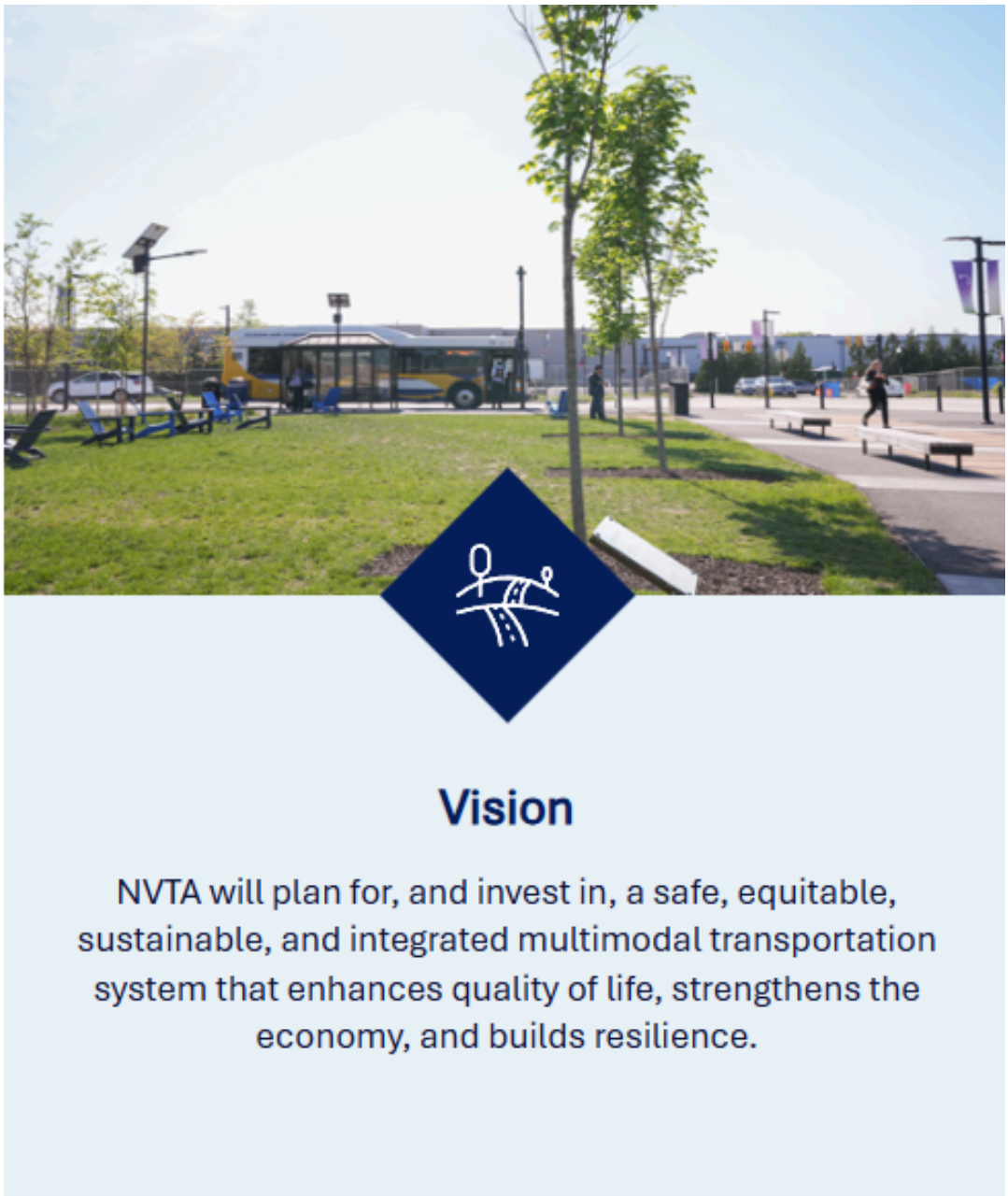
Council Meeting Date: 08/19/2025

Event Date: 16/07/2025

Event Type Committee Report

Event Title:* Napa Valley Transit Authority NVTA

Event Report: I attended this meeting with Vice Mayor Joseph (he's also the Chair of NVTA) This meeting we adopted the budget amendments that was forecasted as a two year budget process. This was also Director Kate Millers final meeting prior to passing the position to Danielle Schmitz.



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Event Date: 17/07/2025

Event Type Committee Report

Event Title: * Association of Bay Area Government (ABAG)

Event Report: I attended this ABAG meeting with Supervisor Belia Ramos, who is also the Chair of ABAG.

Plan Bay Area 2050+ Final Blueprint Underscores Progress Toward Key Goals

JULY 23, 2025

The Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG) have advanced the Plan Bay Area 2050+ Final Blueprint into the environmental review phase, as required under the California Environmental Quality Act (CEQA).

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Event Date: 21/07/2025

Event Type Committee Report

Event Title: * Napa Vallejo Waste Management Authority (NVWMA)

Event Report: I attended this NVWMA meeting along with District 5 Supervisor Belia Ramos, I was able to ask more questions regarding the Flare, pertaining to item number #5 bullet.

My Question: Why is it so important for our Flare to keep working day and night?
Meaning, what are the consequences if the flare shuts down?

The response: When the flare shuts down, the methane gas produced by decomposing garbage will be emitted directly into the atmosphere. This gas (CH4) has been said to be 25 times more than dangerous (trapping heat in the atmosphere) than CO2. CO2 is emitted when the methane is burned off.

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Event Date: 25/07/2025

Event Type Other

Event Title: * Meeting with Congressman Mike Thompson

Event Report: Grateful for the opportunity to meet with Congressman Mike Thompson and discuss the exciting initiatives underway in American Canyon.

Our collaboration continues to strengthen community resources like the Ecology Center, led by Janelle Sellick and the American Canyon Community Parks Foundation, and ensure our city's priorities are heard at the federal level.

Looking forward to continued partnership on behalf of the people we proudly serve.

File/Photo Upload Max file size for all uploads is 25 MB

Event Date: 26/07/2025

Event Type Community Event

Event Title: * American Canyon AHI Swim Club Fundraiser

Event Report:

AHI Swim Team of American Canyon is a Spring/Summer swim team, and a member of the Tri County Swim League. This is a competitive recreational swim team league designed for ages 4-18, we can serve approximately 140 swimmers in our community.

AHi is a family-oriented recreational youth swim team, which inspires young swimmers to do their best as a valuable member of the team. We encourage mentorship among swimmers, teach good sportsmanship, and strive to improve youth swimmer performance at all levels.

The team is organized and managed by a volunteer parent board, and parent volunteers run the meets.

AHI Swim Team American Canyon Youth Swim Fundraiser Gatsby style

File/Photo Upload Max file size for all uploads is 25 MB

Event Date: 08/08/2025

Event Type Community Event

Event Title: * Monthly Breakfast with the Mayors of Benicia and Vallejo

Event Report: I value the strong partnerships we've built between American Canyon, Vallejo, and Benicia. Working together allows us to share ideas, tackle challenges, and create opportunities that benefit all of our residents.

Thank you, Mayor Sorce, for your leadership and friendship, I look forward to continuing our collaboration over great conversations (and great food🤣😂).🤙🏾

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CITY COUNCILMEMBER REPORT

Council Meeting Date: 08/19/2025

Submitted by: * Mayor Pierre Washington

Event Date: 13/08/2025

Event Type Community Event

Event Title: Back to School - First Day Back 2025

Event Report: On August 13, 2025 I was honored to be part of the first day of school at Canyon Oaks Elementary school along side Principal Stephanie Vasquez and her staff. Watching all the students and parents as they walked into the school yard and towards the schools Oak Tree that is at the center of the campus. I love Principal Vasquez's comment "*That the school turns little acorns into mighty oaks.*"

IMPROVEMENT MADE POSS
MEASURE

NO DOGS ALLOWED

Event Date: 13/08/2025

Event Type Community Event

Event Title: Meet Me in the Streets

Event Report: August 13, 2025 was the last Meet Me in the Street event for 2025. and the Chamber of Commerce knocked it out the park once again, thanks to the Chambers CEO Valerie Zizak-Morais and her amazing Team and volunteers.

CITY COUNCILMEMBER REPORT

Council Meeting Date: 09/02/2025

Submitted by: * Vice Mayor Mark Joseph

Event Date: 22/08/2025

Event Type Committee Report

Event Title: Climate Action Committee

Event Report: Councilmember Lamattina and I attended the monthly meeting.

There were two main topics for discussion: a recap of the draft RCAAP study; and a request to start the process for a contract to develop an Implementation Plan for the RCAAP, if/once adopted. There is still some confusion over the CEQA/Approval process, but it is likely to go to each jurisdiction for approval, sometime early next year.

On the implementation plan, most of the Committee wanted to stay with Ascent, the current consultant, but I suggested future updates and modifications should be handled by CAC staff and/or the All-Jurisdiction Working Group--mainly to save money.

We also requested a future agenda item to discuss the merits of converting the CAC into a more formal Authority.

Event Date: 20/08/2025

Event Type Committee Report

Event Title: Napa Valley Transportation Authority (NVTA)

Event Report: There was no meeting in August, but the Vice-Chair and I met with the new Executive Director. She has been meeting with the NVTA board members, to get a better sense of the various local priorities, as well as get feedback on current NVTA processes.

She will report her findings in September, but she is recommending a number of steps that should expedite the meetings, and possibly improve the governance as well. One idea that will be considered is the make-up of the Board; that is, the current Bylaws require two representatives, the Mayor and one other Council member. We may revise that to be just any two Council members, which of course, would not preclude the Mayors from being on the Board.

I am also going to be part of a review panel that considers a new contract for Lobbyist services at the Federal level.

Event Date:

Event Type Community Event

Event Title: Community Activities

Event Report:

- Attended the August Meet Me in the Street--a very popular event, with totals exceeding 5000.
- Showed my support for an informational picket at Sutter Solano Health. There are issues relating to staffing levels and compensation, which are closely related (Kaiser pays better, so it's harder to keep authorized positions, so patient care is impacted). Hopefully, there will be a successful outcome.

- Helped with the Kiwanis Food Distribution on the third Thursday, which was also one of the hottest days of Summer!
- Attended the Chamber's GRID meeting at Marriott Springhill Suites. There was a good presentation by City staff over how the project will unfold. Although a lot of effort is going into minimizing impacts, a project of this magnitude is likely to have a lot of challenges. There was a fair amount of frustration and concern, but not bad overall, considering how long this project has taken.
- Chaired the monthly ACAF board meeting. We are trying to limit the number of community events in order "do a few things well." Next up is our annual Pumpkin Path at the Wetlands, October 4. We also made some repairs to the Mosaic at the Mikolajcik Center, and are planning some other activities to make the Center look a little better (landscaping, a possible art mural and more).

FUTURE AGENDA ITEMS OF NOTE

September 3, 2025, OSATS Meeting. 6:30 p.m.
Meeting Cancelled

September 11, 2025, Parks and Community Services Meeting. 6:30 p.m.
Community Grant Program

September 16, 2025, Regular City Council Meeting 6:30p.m.
Proclamation: National Suicide Prevention Month
Proclamation: National Community Planning Month
Utilities Division Update

September 16, 2025, Special Joint CC/OSATS Meeting 7:30p.m.
RCAAP Workshop

September 25, 2025, Planning Commission Meeting 6:30 p.m.
Crawford Way Townhomes Subdivision Map

October 1, 2025, OSATS Meeting. 6:30 p.m.
Meeting Cancelled

October 7, 2025, Regular City Council Meeting 6:30p
Proclamation: Domestic Violence Awareness Month
Proclamation: Filipino American History Month
Proclamation: Wall That Heals
Q2 CIP Update

October 9, 2025, Special Joint PCS/OSATS Meeting. 6:30 p.m.
Parks and Community Services Master Plan Workshop

October 21, 2025, Regular City Council Meeting 6:30p
Proclamation: National Code Compliance Appreciation Month
AI Policy
Crawford Way Townhomes Subdivision Map

October 23, 2025, Planning Commission Meeting. 6:30 p.m.
Active Transportation Plan General Plan Amendment

November 4, 2025, Regular City Council Meeting 6:30p Open Session
Proclamation: Acknowledging Diwali
Proclamation: Veterans Day
2025 Building Code Update First Reading

Unscheduled Council Directed Items	Councilmember	Date of Council Vote	Notes
All Electric Reach Code	Joseph	11/7/2023	On hold pending RCAAP and *Berkeley* litigation.
Food Ware Ordinance	Joseph	9/17/2024	On hold, pending RCAAP
Purple Heart Designation	Washington	10/15/2024	In progress, council date TBD
A.I. Policy	Oro	12/3/2024	Scheduled for 10/21/2025