



Local Agency Formation Commission of Napa County
Subdivision of the State of California

1030 Seminary Street, Suite B
Napa, California 94559
Telephone: (707) 259-8645
Facsimile: (707) 251-1053
www.napa.lafco.ca.gov

We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture

October 1, 2012

Agenda Item No. 6a (Public Hearing)

September 24, 2012

TO: Local Agency Formation Commission

FROM: Keene Simonds, Executive Officer
Brendon Freeman, Analyst

SUBJECT: Continuation: Sphere of Influence Update on County Service Area No. 3
The Commission will continue consideration of its scheduled sphere of influence update on County Service Area No. 3. It is recommended the Commission update the sphere of influence to include an additional 100 acres of unincorporated land identified in the associated final report as A-1. A final report and an accompanying resolution to update the sphere of influence are being presented for Commission approval. This public hearing item has been continued from the August 6, 2012 meeting.

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (“CKH”) directs Local Agency Formation Commissions (LAFCOs) to establish, amend, and update spheres of influence (“spheres”) for all cities and special districts. LAFCOs use spheres to designate the territory it independently believes represents the appropriate future service areas and jurisdictional boundaries of the affected agencies. Importantly, all jurisdictional changes and outside service extensions must be consistent with the affected agencies’ spheres with limited exceptions. Sphere updates are prepared in concurrence with municipal service reviews and must be performed for all local agencies every five years.

A. Discussion

Staff has prepared a final report representing LAFCO of Napa County’s (“Commission”) scheduled sphere update on County Service Area (CSA) No. 3; the governmental entity responsible for providing miscellaneous street and fire protection services for the Napa County Airport and surrounding area. The basic objective of the report is to independently identify and evaluate areas warranting consideration for inclusion or removal from CSA No. 3’s sphere relative to the policies and goals codified in CKH and adopted by the Commission. The report supersedes the last comprehensive sphere update for CSA No. 3 adopted by the Commission in October 2007. The report also draws on information collected and analyzed in the Commission’s recently completed municipal service review on the southeast county region, which included evaluating the availability, adequacy, and capacity of services provided by CSA No. 3.

Lewis Chilton, Chair
Councilmember, Town of Yountville

Brad Wagenknecht, Vice Chair
County of Napa Supervisor, 1st District

Brian J. Kelly, Commissioner
Representative of the General Public

Joan Bennett, Commissioner
Councilmember, City of American Canyon

Bill Dodd, Commissioner
County of Napa Supervisor, 4th District

Gregory Rodeno, Alternate Commissioner
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Juliana Inman, Alternate Commissioner
Councilmember, City of Napa

Mark Luce, Alternate Commissioner
County of Napa Supervisor, 2nd District

Keene Simonds
Executive Officer

B. Summary/Analysis

Policy Focus

The central premise underlying the final report and its analysis – including identifying potential changes – is considering the current and probable relationship between CSA No. 3 and the implementation of the County of Napa’s Airport Industrial Area Specific Plan (AIASP). Specifically, and to a significant degree, the final report is premised on the policy tenet that unincorporated lands lying within the AIASP should be served by CSA No. 3 unless other substantive circumstances suggest otherwise. The final report, accordingly, evaluates the merits of adding the remaining 360 acres of unincorporated lands lying within the County’s AIASP to CSA No. 3’s current sphere. These remaining acres have been divided based on geopolitical considerations into four distinct subareas labeled “A-1” through “A-4” and are depicted in the attached map.

Report Recommendations

The final report recommends the Commission update CSA No. 3’s existing sphere to include A-1 at this time. A-1 comprises approximately 100 acres and includes all or parts of seven parcels located immediately south-central of the current sphere. The final report’s recommendation to include A-1 is predicated on recognizing all of the affected lands are already developed for urban purposes, immediately adjacent and accessible, and can be reasonably served based on current capacities and controls. The final report also notes adding A-1 would be responsive to the perceived preferences of the landowners to establish services with CSA No. 3 as well as complement the pending completion of the Devlin Road extension; a project that will improve traffic circulation in the subarea and, accordingly, warrant elevated street and fire protection services. The addition of A-1 would – importantly – also improve continuity between municipal service providers in the south county region by facilitating a definitive demarcation of the jurisdictional authorities of CSA No. 3 and American Canyon.

With respect to the remaining 260 acres of unincorporated lands lying within the AIASP, the final report recommends it would be appropriate to continue to exclude these lands from CSA No. 3’s sphere at this time. This recommendation to exclude these remaining lands is principally drawn from the lack of strong and distinguishable social and economic ties to CSA No. 3. In particular, the final report concludes the majority of these remaining lands’ – identified as A-2 and A-3 – social and economic ties with CSA No. 3 have become stagnant over the last several decades and have seemingly been matched or surpassed by American Canyon. The report, accordingly, recommends American Canyon and the County collaborate in developing a strategy to address the long-term and comprehensive municipal needs of the two subareas to help inform subsequent sphere updates by the Commission in the south county region.

Initial Commission Review / Continuation

The Commission opened a noticed public hearing on the scheduled sphere of influence update on CSA No. 3 at its August 6, 2012 meeting.¹ This included receiving a verbal presentation from staff on the final report's recommendations followed by public testimony from interested parties. Public testimony received was limited to a single landowner group led by Larry Atkins objecting to the recommendation for their 25.4 acre lot – located in A-2 – to remain outside the sphere.² The testimony provided by the “Atkins” group substantiated and expanded on comments previously provided in writing on July 26th, which had been briefly summarized and addressed by staff in the accompanying agenda document for the final report on August 6th.

In deference to having more time to consider the comments provided by the Atkins group, the Commission approved a motion to continue the public hearing on the sphere of influence update to October 1st. The Commission also directed staff to provide expanded responses to the Atkins group's comments. This included noting particular interest in further vetting the key provisions of a referenced settlement agreement between the Atkins group and the County and any potential impacts with CSA No. 3.

Additional Information

Consistent with Commission direction provided at the August 6th meeting, staff has prepared a supplemental report in memorandum form to provide expanded responses to the comments provided by the Atkins group. The memorandum is attached and concludes the Atkins group's comments do not substantively change the policy considerations outlined in the final report in recommending the subject lot remain outside CSA No. 3's sphere at this time. The memorandum does note, however, two pertinent considerations are drawn from the Atkins group's comments and highlighted below.

- Minor revisions to the final report are merited to address corrections and/or contextual information provided by the Atkins group. This specifically involves documenting the existence and provisions of the settlement agreement between the Atkins group and the County in providing future road and utility access for the subject lot as well as correcting the reference to an inactive railroad in A-2. These changes are reflected in the attached final report marked “revised.”
- The Atkins group's negotiated rights for road and utility access – while unexercised to date – signals there may be an economic and social tie between the subject lot and CSA No. 3 distinct from the other lots in A-2. To this end, *if the members believe this signal is substantive and it is the collective preference*, it appears reasonable for the Commission to add the subject lot to CSA No. 3's sphere without establishing a precedent in making future determinations for the other 24 lots (emphasis added).

¹ The final report was made available for public review on July 16, 2012 through the agency website. Also on this date staff published a public hearing notice on the sphere update and mailed announcements to landowners in all four subareas as well as other interested parties. The announcements provided a brief description of the report and its recommendations and invited landowners and other interested parties to provide written comments on the sphere update through July 26th. Both the notice and announcement also invited interested parties to provide testimony at the August 6th meeting.

² The subject lot is identified by the County of Napa Assessor's Office as 057-040-007 with ownership percentages assigned as follows: Larry Atkins at 50%; Emilie (Amy) Borge at 25%; and Terrence (Tab) Borge at 25%.

C. Recommendation

Staff recommends the Commission formally accept the final report with the minor revisions identified in the preceding section. Staff also recommends the Commission adopt the attached draft resolution confirming the determinative statements in the final report; recommendations that remain unchanged from the August 6th meeting. Markedly, in adopting the draft resolution as presented, the Commission would update CSA No. 3's existing sphere to also include the subject lands comprising A-1.

D. Alternatives for Action

The following alternative actions are available to the Commission.

Alternative Action One (Recommended)

Approve by motion to (a) accept the final report as revised and (b) adopt the draft resolution confirming the determinative statements therein in updating CSA No. 3's sphere as specified by members.

Alternative Action Two

Approve by motion a continuance to a future meeting and provide direction to staff with respect to additional information requests as needed.

E. Procedures for Consideration

This item has been continued as a noticed public hearing from the August 6, 2012 meeting. The hearing remains open. The following procedures are recommended with respect to the Commission's continued consideration of this item:

- 1) Receive verbal report from staff;
- 2) Return to the open public hearing (mandatory); and
- 3) Discuss item and consider action on recommendation.

Respectfully submitted,

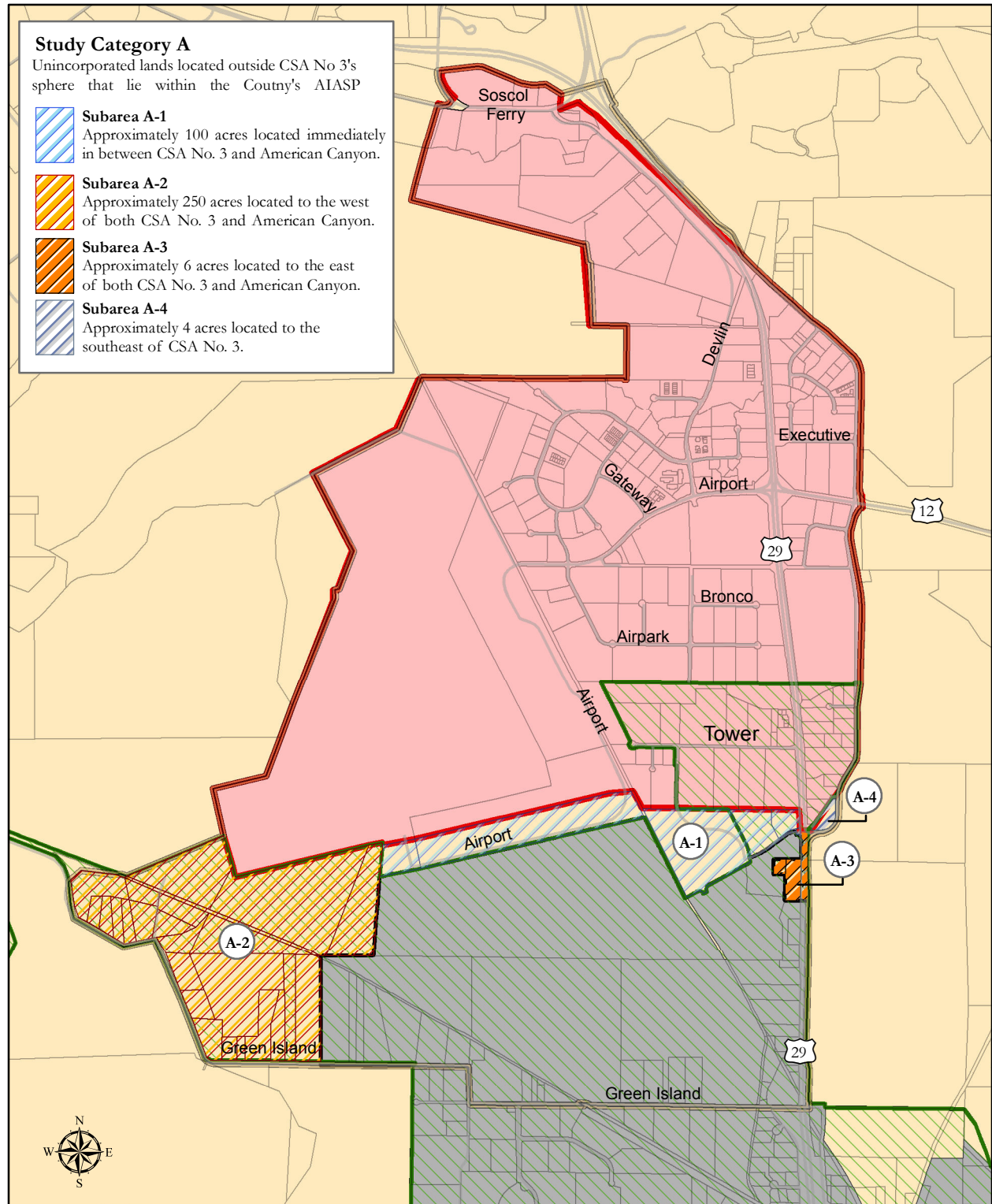
Keene Simonds
Executive Officer

Brendon Freeman
Analyst

Attachments:

- 1) Map Depicting the Four Subareas Evaluated in Final Report
- 2) Memorandum on Comments Provided by the Atkins Group
- 3) Final Report with Revisions
- 4) Draft Resolution Approving Determinative Statements in Final Report

COUNTY SERVICE AREA NO. 3 Study Categories



Local Agency Formation Commission of Napa County
Political Subdivision of the State of California

We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture

BOUNDARIES

 CSA 3: Boundary	 American Canyon: Boundary
 CSA 3: Sphere	 American Canyon: Sphere
 ACFPD: Boundary	 Unincorporated Area
 ACFPD: Sphere	 AIASP (1986)



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MEMORANDUM

October 1, 2012

TO: Local Agency Formation Commission

FROM: Keene Simonds, Executive Officer

**SUBJECT: Supplement to Agenda Item No. 6a:
 Comments from Atkins Group on the Scheduled Sphere of Influence
 Update on County Service Area No. 3.**

The purpose of this memorandum is to address comments submitted by the Atkins group (Larry Atkins, Tab Borge, and Amy Borge) regarding the final report prepared by staff on the Commission's scheduled sphere of influence update on CSA No. 3; an item that has been continued for consideration from the August 6, 2012 meeting. This includes – consistent with Commission direction – providing expanded responses to the Atkins group's comments made in writing on July 26th and in public testimony on August 6th.

This memorandum is organized into four sections. The first section summarizes the final report's recommendation directly affecting the Atkins group. The second section summarizes the Atkins group's main contention and request. The third section responds to specific comments made by the Atkins group. The fourth section provides conclusionary remarks on whether changes to the final report are merited relative to addressing the comments provided by the Atkins group.

A. Recommendation Affecting the Atkins Group

The Atkins group are the landowners of a 25.4 acre lot (057-040-007) located in A-2; one of four subareas identified and evaluated in the final report for possible inclusion within CSA No. 3's sphere of influence. The final report – citing stagnant and/or marginalized social and economic ties between CSA No. 3 and the affected lands – recommends against adding the 25 lots comprising A-2 to the sphere of influence at this time.

B. Summation of Comments from the Atkins Group

The Atkins group asserts the final report's analysis contains pertinent errors and omissions and incorrectly recommends the continued exclusion of the subject lot from CSA No. 3's sphere of influence. The Atkins group's core interest in seeking the addition of the subject lot to the sphere of influence is to enhance opportunities to sell or develop the land.

Lewis Chilton, Chair
 Councilmember, Town of Yountville

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 Councilmember, City of Napa

Mark Luce, Alternate Commissioner
 County of Napa Supervisor, 2nd District

Keene Simonds
 Executive Officer

C. Responses to Specific Comments

The following responses address comments made by the Atkins group in their written submittal on July 26th and restated in public testimony on August 6th. Copies of the written submittal and public testimony transcript are attached. Staff has included markings on the written submittal to match responses to specific comments.

Letter / Response to Comment No. 1

The comment contends the Atkins group was unaware of the scheduled sphere of influence update on CSA No. 3 and the associated public hearing set for August 6th until receiving a mailed announcement from staff on July 16th. Staff confirms public notice for the sphere of influence update was issued on July 16th and included publication in the newspaper and posting at the agency's office and on the website; both of which satisfy the Commission's legal requirements under LAFCO law (Government Code Section 56425). Announcements on the update were also voluntarily mailed on July 16th to all current landowners in the four subareas identified in the final report. The comment is in response to the volunteer announcement.

Letter / Response to Comment No. 2

The comment asserts the final report's recommendation to exclude the Atkins group's lot from CSA No. 3's sphere of influence is directly tied to the County of Napa's ongoing efforts to acquire the land through condemnation. Staff respectfully disagrees and affirms it was unaware of any past or current disputes between the County and the Atkins group regarding the subject lot before their July 26th submittal.

Letter / Response to Comment No. 3

The comment notes the Atkins group has a settlement agreement with the County of Napa providing for future access between the subject lot and Airport Road. The comment specifies the settlement agreement commits the County to allow for access to an existing gated private road, which is to be extended and connect to the subject lot for purposes of providing ingress/egress as well as utilities. A review of the settlement agreement confirms the referenced allowances exist for the subject lot with two pertinent qualifications. First, the settlement agreement commits the County to extending the private road only when a development permit has been approved and issued for the subject lot. Second, the settlement agreement commits the County to cooperating in allowing utility access to the subject lot; actual service connections are dependent on separate arrangements between the landowners and potential providers. A copy of the settlement agreement is attached.

Letter / Response to Comment No. 4

The comment declares the Atkins group's lot is needed for Napa County Airport's planned expansion as provided in the Airport Master Plan (2007). The comment adds the Atkins group is willing to sell the subject lot to the County to accommodate the planned expansion so long as it is at market value. Staff has reviewed the document and confirms it identifies the purchase of the subject lot as a planned improvement to help ensure compatible land uses with aviation options. The document does not specify, however, the purchase of the subject lot is necessary for the Napa County Airport's expansion; a conclusion separately verified by the County.¹ It also does not appear the County's potential purchase of the subject lot represents a substantive policy consideration in updating CSA No. 3's sphere of influence. This conclusion is substantiated given there are County owned lots tied to the operation of the Napa County Airport located both inside and outside CSA No. 3. A copy of the layout plan for the Napa County Airport is attached and marked to identify the subject lot.

Letter / Response to Comment No. 5

The comment states there are pertinent inaccuracies in the final report's analysis of A-2 and highlighted by misstating the proximity of public facilities to the Atkins group's lot. The comment specifies the final report errs by stating water and sewer services lines are 8,000 feet away from the subject lot when they are only within a few hundred feet. Staff respectfully notes the referenced analysis correctly states lots within A-2 are as far as 6,000 feet away from existing water and sewer lines. Staff concurs with the comment that water and sewer lines specific to the subject lot are within 300 feet, but the final report is purposefully oriented to address sphere of influence factors (planned uses, service needs and adequacies, and community ties) within A-2 as a whole and not for individual lots.

Letter / Response to Comment No. 6

The comment notes the final report errs in stating the railroad line within A-2, which crosses near the southern boundary line of the Atkins group's lot, is inactive. Staff agrees with the correction provided that the railroad line is actively used by nearby landowners Kendall Jackson and Biagi Brothers in their wine distribution operations.

Letter / Response to Comment No. 7

The comment asserts the final report's inclusion of the Atkins group's lot into A-2 purposefully serves the County of Napa's interest in acquiring the property by limiting opportunities to develop or sell the subject lot. The comment adds there was no discussion of the Commission's sphere of influence update on CSA No. 3 and its recommendations to exclude the subject lot at a mediation meeting between the Atkins group and the County in November 2011. Staff respectfully notes the decision to assign the subject lot into A-2 was made by the Executive Officer and based on the affected lands' shared location and access to CSA No. 3. Staff also did not initiate work on the update until June 2012.

¹ The referenced confirmation was provided separately by County Deputy Counsels Rob Paul and Rob Martin as well as Napa County Airport Manager Martin Pehl.

Letter / Response to Comment No. 8

The comment contends the Atkins group recently received an appraisal by the County of Napa Assessor's Office for the subject lot five times greater than the offer the County made at the last mediation meeting in November 2011. The value of the subject lot lies outside the interest of the sphere of influence update.

Letter / Response to Comment No. 9

The comment declares the County of Napa would need to purchase the Atkins group's lot to accommodate the planned expansion of the Napa County Airport. This comment is addressed in the response to Comment No. 4.

Letter / Response to Comment No. 10

The comment reiterates the Atkins group's concerns the exclusion of the subject lot from CSA No. 3's sphere of influence is tied to the County of Napa's interest in acquiring the property. This comment is addressed in the response to Comment No. 7.

Letter / Response to Comment No. 11

The comment restates the Atkins group's concerns they were not provided proper notice with regards to the Commission's scheduled sphere of influence update on CSA No. 3. This comment is addressed in the response to Comment No. 1.

Testimony / Response

The testimony provided on August 6th revisits and expands on comments provided in the written submittal. Responses to the written submittal apply.

D. Conclusion

Staff respectfully concludes the Atkins group's comments do not substantively change the policy considerations outlined in the final report in recommending the subject lot remain outside CSA No. 3's sphere of influence at this time. The recommendation to exclude the subject lot – which parallels the justification for excluding all of the lots in A-2 – is primarily tied to uncertainty with regards to the land's long-term social and economic ties as it is applied under LAFCO law in designating spheres of influence. More specifically, the subject lot's social and economic ties with CSA No. 3 drawn from inclusion in the County's Airport Industrial Area Specific Plan (1986) appear matched, if not surpassed, by the subsequent incorporation and development of American Canyon. This latter comment is substantiated by the subject lot's recent placement within American Canyon's urban growth boundary and inclusion in American Canyon Fire Protection District.² Given these circumstances, the final report recommends American Canyon and the County collaborate in developing a strategy to address the long-term and comprehensive service needs for A-2 to help inform subsequent sphere of influence updates in the region.

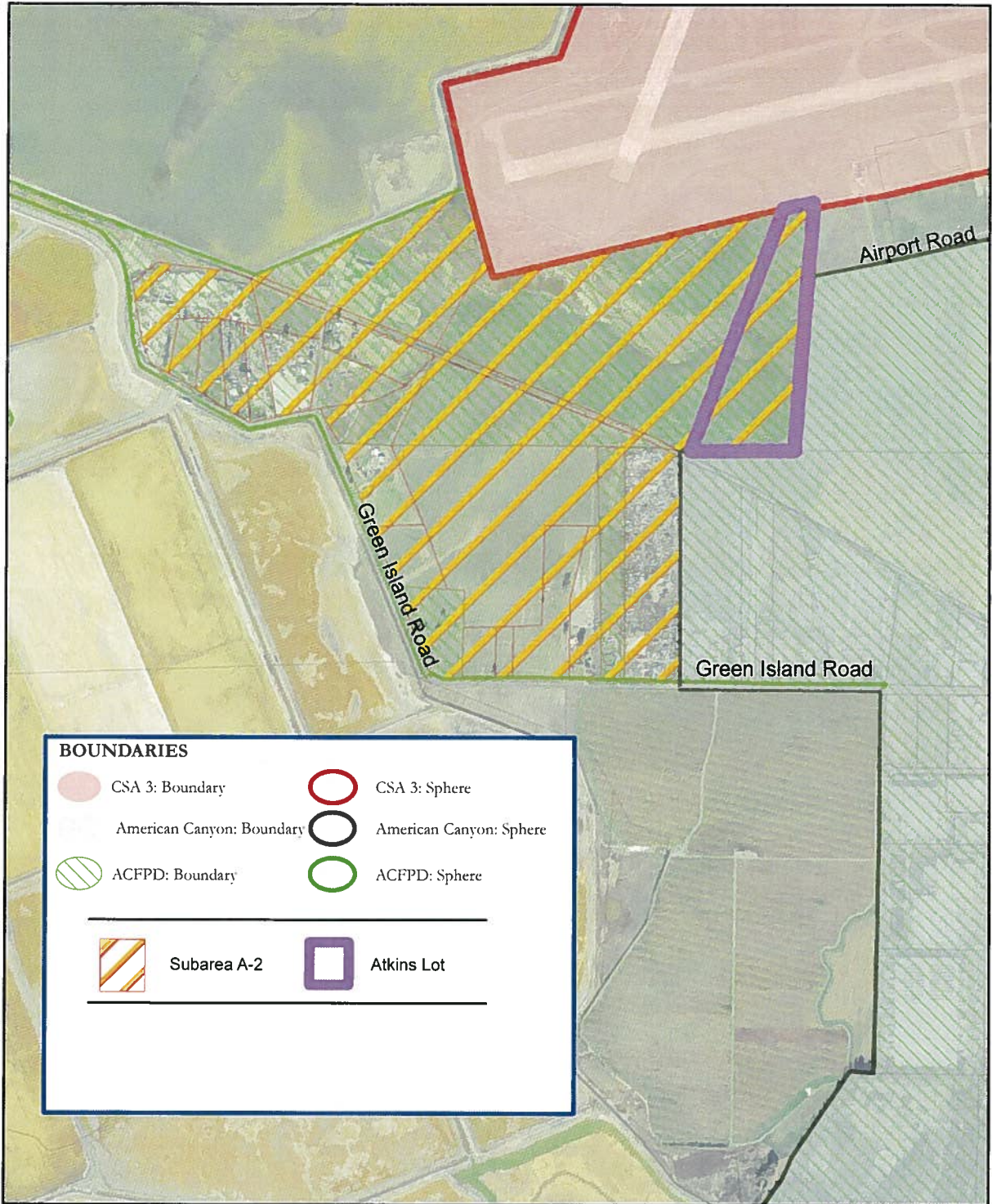
² The Commission added the subject lot into American Canyon's sphere of influence as part of a scheduled update adopted on June 7, 2010. Markedly, the addition of the subject lot into American Canyon's sphere of influence was consistent with an earlier request made by the Atkins group (attached). The approval was conditioned, however, on the Atkins group entering into an entitlement agreement with American Canyon to ensure permanent industrial uses for the land; this condition was also applied to other neighboring lands ("Panattoni" and "Headwaters") added to the City's sphere of influence. The deadline for completion of the referenced condition was August 4, 2010. An easement agreement between the Atkins group and American Canyon was not executed by this deadline and the subject lot remains outside the City's sphere of influence at this time.

Irrespective of the preceding conclusions, two pertinent considerations are generated in the comments provided by the Atkins group. First, minor revisions to the final report are merited to address corrections and/or contextual information provided in Comments No. 3 and 6. This includes noting the existence and provisions of the settlement agreement between the Atkins group and the County in providing future road and utility access for the subject lot as well as correcting the reference to an inactive railroad in A-2. Second, and most significant, the Atkins group's rights for road and utility access – while unexercised to date – signals there may be an economic and social tie between the subject lot and CSA No. 3 distinct from the 24 other lots in A-2. Consequently, if the members believe this signal is substantive and it is the collective preference, it appears reasonable for the Commission to add the subject lot to CSA No. 3's sphere of influence without establishing a precedent in making future determinations for the other lots.

Attachments:

- 1) Map of A-2 Marked to Show the Atkins Lot
- 2) Atkins Group Comment: July 26, 2012 Written Submittal
- 3) Atkins Group Comment: August 6, 2012 Public Testimony Transcript
- 4) Settlement Agreement: Atkins Group and County of Napa
- 5) Napa County Airport Master Plan's Approved Layout Map
- 6) Earlier Letter from the Atkins Group on American Canyon's Sphere of Influence (February 1, 2007)

COUNTY SERVICE AREA NC Subarea A-2 / Atkins Lot



Freeman, Brendon

From: Simonds, Keene
Sent: Tuesday, September 18, 2012 8:38 AM
To: Freeman, Brendon
Subject: FW: Atkins response to LAFCO Sphere of Influence for County Service Area No. 3

Keene

Keene Simonds, Executive Officer
Local Agency Formation Commission of Napa County
Subdivision of the State of California
1030 Seminary Street, Suite B
Napa, California 94559



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From: WOLF1938@aol.com [mailto:WOLF1938@aol.com]
Sent: Thursday, July 26, 2012 2:21 PM
To: Simonds, Keene; jgong@napa.lafco.ca.gov; Freeman, Brendon; Mabry, Kathy; Ichilton@napa.lafco.ca.gov; bwagenknecht@napa.lafco.ca.gov; jbenett@napa.lafco.ca.gov; bdodd@napa.lafco.ca.gov; bkelly@napa.lafco.ca.gov; jinman@napa.lafco.ca.gov; mluce@napa.lafco.ca.gov; grodeno@napa.lafco.ca.gov
Cc:
Subject: Atkins response to LAFCO Sphere of Influence for County Service Area No. 3

July 26, 2012

Keene Simonds, Executive Officer, LAFCO
ksimonds@napa.lafco.ca.gov

Larry G. Atkins, Property Owner 25.44 acres Napa Co Airport (noted as "Atkins" property)

Re: Update the Sphere of Influence for County Service Area No. 3

Dear Mr. Simonds, your Staff and all the Commissioners;

I am replying to the letter I just received (Monday, July 23, 2012) from LAFCO regards to my property. I am also sending copies of this letter to your Staff, the Commissioners and my partners.

First and foremost I want you to know that I am totally against this recommendation.

1

I also want you to understand and be aware that I knew nothing of this update. I was never apprised or notified by mail or E-Mail as to what is being proposed for my 25.44 acres at the Napa County Airport until I received your letter dated July 16, 2012. I also new nothing of a Public Hearing Scheduled for August 6, 2012 until receipt of your letter.

After receiving your letter and after reading the electronic copy of the report, I find this recommendation to be totally devastating to me and my partners. Not only financially but also emotionally.

2

I feel Napa County and LAFCO are personally signaling this property out because Napa County has been attempting to acquire this property for over 30+ years thru all sorts of devious means. Be it thru condemnation or by not offering the fair current market value.

This started back in the early 1970's when my Mother, Eloise Atkins and her partners won a judgement against the county of Napa in a condemnation action. And as you can see by the actions your are now proposing, it is still ongoing.

3

Approximately around year 2000 the County of Napa destroyed our road access easement to our land and land locked us. They built the now Highway Patrol Building smack dab in the middle of the easement road and never notified us they were doing this. My wife and I had a meeting with a Napa County Official, Mr. Norgrath who was in charge of the Airport. And he was the boss of the then Airport Manager, Wanda Kennedy. His reply to us was, "if you do not like it, sue us!"

Thru legal action we were able to get a Right-A-Way on Airport Road. This Right-A-Way provides utilities and ingress and egress. Also thru this legal action the County of Napa is to build us a road to our property line.

4

It has been noted in several Master Plans, including the current existing plan, that my property is needed for airport expansion and it is stated they need my land for this purpose. I say fine. Buy it for market value.

Consequently any possible purchasers or developers would not want to battle the County of Napa over the purchase of my property. So this is in fact another way to condemn the property.

5

After reading the electronic report I find various inaccuracies. Especially regards to utilities, sewer, water & electric.

The report states we are 8000 ft from any utilities. This is false. We are in proximity of utilities. Our Southern property line borders the new 650,000 sq ft warehouse of Kendall Jackson & Biagi Brother's Warehouse. American Canyon provides all their utilities.

The Napa Tower which is located only a few 100 ft or so from our property line is supplied with water, sewer & eclectic by local sources.

The Reef Corporation is developing the ex-Beringer property and they will bring in utilities onto their property thanks to the cooperation etc. of Napa County on the completion of the overpass on Devlin Road. Our properties adjoin on our Eastern border.

6

Regard to the Railroad you state is inoperative. It is very much operative! Kendall Jackson and Biage Brother's are shipping box cars of wine daily.

6 | And lastly, we have a Right-A-Way easement over County land to allow for Railroad access.

Also in your recommendation you neglect to mention that Napa County now owns 40% to 45% of the property you are describing in the A-2 area. This Napa County land borders our Western, Northern and North Eastern property lines.

7 | By including us in this A-2 area (reference page 15 of electronic report, very bottom) the County could deem we need 40+ acres to develop our property. This is impossible for us because Napa County owns everything to the North, Northeast and West. Kendall Jackson has the large warehouse on their land to the South and Reef Corporation, ex-Beringer owns everything to the East. So in retrospect this is Inverse Condemnation on us again and our property.

We had a meeting in November 2011 with the County of Napa, mediated by Judge Snowden, to purchase the 25.44 acre property. In this meeting there were various Napa County officials including the Napa County Airport manager, Martin Pehl. Never once was there any mention of the LAFCO recommendation to put our land into what you call A-2 area. I can't help but feel this is another underhanded measure by the County to take my land. There was never any agreement reached because the amount offered by the County was considerably lower than recent sales of property in the immediate area.

8 | I just received a notice of reappraisal by the Napa County Assessors office valuing the 25.44 acre property over 5 times the offer the County offered last November.

9 | Regard to expansion of Napa County Airport the FAA ,which provides Grant monies, said in order to lengthen runways 18R & 36L the County of Napa would need to purchase the Atkins / Borge property.

It appears to me the County has no intention to purchase the property, but they are doing an Inverse Condemnation or taking by not allowing us to build on this property and by not including us in the CSA-3 zone. And by not notifying us in a timely manner of these pending recommendations this goes to show that I am correct in my assumptions.

10 | This land has been in my family for over 60 years. My dad owned a lot of that airport land at one time and he worked with the County on acquiring needed land for the airport. But now I feel I am being singled out and discriminated on, not only as a private land owner but also as a Senior Citizen by Napa County and now LAFCO. I grew up in Napa, went to school there and also had a very successful business in town. I am certain if I still lived in the area this would not be happening.

I feel my property should have been and should now be included in the CSA-3 Sphere of Influence by LAFCO and the scheduled Public Hearing be postponed until the correct accurate facts about my property have been adopted into the recommendation.

11 | I may not have everything included in this letter that should be noted or addressed all the inaccuracies of your report on my property due to the lack of time I have had to acknowledge, reply and send off to you. But please feel free to call me. I will be able to give you all the information you'll need for an accurate report related to my property.

I feel the actions taken are highly irregular of any governmental agencies to act in this manner. I should have been contacted and apprised of your actions regards to my property. I know you would personally feel the same if the table was turned and someone was trying to do you an injustice.

I will hope to hear a response from you as I am sure my letter has brought some insight to the atrocities Napa County has been pulling on me, my family and my partners for years and years. Please help us in stopping the County of Napa take our land.

Sincerely,
Larry G. Atkins

The following provides a transcript of the public testimony provided August 6, 2012 for Agenda Item No. 6a: Sphere of Influence Update for County Service Area No. 3. The speakers are Tab Borge and Amy Borge. Time on the tape begins at 24:30.

Chair Chilton opened the Public Hearing, and noted the Commission has a copy of an email letter from LARRY ATKINS, dated July 26, 2012:

TAB BORGE: 2205 Wilma Heights Road, Napa. I do have a question for Mr. Simonds. He indicated that certain...

Chair Chilton interjected and stated to Mr. Borge: "If you've got questions, if you could state all your questions, then once we do public comment, we'll get staff to answer them".

TAB BORGE: This is in regards to the Atkins property, the Atkins-Borge property, and I'm Larry's co-owner. My mom is also a co-owner. She happens to be here today. The property is 25 acres situated about 200 feet from the airport tower, and has been in both families for over years. I am going to read Larry's letter that he wanted me to share with the Commission:

"First off, Mr. Simonds did not and will not address to the Commission the inaccuracies LAFCO reported to the Commission in regards to our property and his report. Even after this has been brought to his attention by the letter, he is not willing to address any of the inaccuracies of the report. Mr. Simonds did not gather the correct facts and therefore misstated to the Commissioners information regarding our property in this report/recommendation. This is important that the Commissioners know this fact and act on this with regard to the outcome to its property owners and citizens. In Mr. Simonds response to me, never did he address the fact it was reported to the Commission that through legal action with the County of Napa, we now have a right-of-way that provides us access to utilities and a road to be built by the County of Napa. This was from a lawsuit filed against the County of Napa for constructing a CHP building smack dab in the middle of our access road and land locking our property. There is sewer, water and electricity at the airport tower, which is about 200 feet away from our property, so LAFCO's report of us lacking utilities is completely inaccurate. LAFCO reports that the railroad is not operative, yet Union-Pacific ships from Kendall-Jackson and Biagi Brothers, which borders our southern boundary. It was also not in the report that we have a right-of-way easement over County land to allow railroad access to our property. It was not mentioned in LAFCO's report that 40-45% of the property in A-2 and surrounding our land is currently owned by the County of Napa. It is not completely spelled out in the report what the intentions the County has for our property, but there is a clause stating they could deem we need 40 acres to develop and if we could not acquire more land as the majority surrounding lands are owned by Napa County. By including us in the A-2, we would not be able to develop our property and this would be another attempt to take the land by inverse condemnation, again. This has been going on for over 40 years. Mr. Simonds never addressed the fact that the property is currently listed and has been listed in the Master Plans for the future Airport Expansion and that Napa needs this land to expand the runways, 18R and 36L to receive FAA grant funds. Never did Mr. Simonds address in this report that we had a

meeting with the County of Napa mitigated by Judge Snowden in November 2011 regarding Napa County attempting to purchase the property. In this meeting, Napa offered us \$900,000, yet the County Assessor recently assessed it at \$5,000,000. Mr. Simonds did not address the fact that I am a senior citizen. Napa County and LAFCO is singling out myself & Ms. Borge, who is also a senior citizen. They are discriminating upon senior citizens of Napa who pay taxes by trying to steal old folk's property out from under them in devious ways, and this has been going on for years. We've been told by County of Napa employees, quote: "If you don't like it, sue us". That's no way to treat any citizen. This is just another way to intimidate seniors. Never did I see a recommendation by LAFCO to the Napa County to buy the property and pay current market value. The southern property line of the property borders the Kendall-Jackson and Biagi Brother's 650,000 square foot warehouse. Utilities provided by American Canyon are sewer and water, and PG&E provides electricity. Utilities are not 8,000 feet away which LAFCO state, but next door. The property should be taken out of the A-2 and put into the CSA #3 sphere of influence. The report you have received from Mr. Simonds is completely inaccurate and investigations into the real facts should start immediately. Making a decision based on wrong facts that have been submitted to the board would be a disservice to anyone in the County of Napa, and us as property owners." End of letter...

The only comment I want to make is if you switched it around and it was your property and your family's owned it for over 50 years and you've already gone through 2 condemnation suits and your working on your third, coming up, uh, how would you feel? And, I think my mom had a comment as well, she wanted to come up and mention it.

AMY BORGE (mother of Tab Borge): My name is Amy Borge and I live at 764 South Jefferson. My first introduction to the Commission was in December of 1970 and you had a perfect recipe for destroying the holidays. Dr. Borge and I picked up our Napa Register in December and across the front page it stated that since Dr. Borge refused to answer to any of the information regarding the 25 acre parcel bordering the Napa County airport that they were going to annex it. This was our introduction and we had not received any information, written or a notification of a meeting to discuss it with us. Dr. Borge was always noted for his honesty and personal integrity, and he was devastated. This was definitely a travesty. At this time, an inverse condemnation suit was initiated as Tab has just told you, and so now we're going into the 3rd one. It just doesn't sound fair when we've always tried to stay within our limits and we pay our taxes and the correct way of receiving the Commission... (??? – difficult to understand last few words on tape).

Prepared by:

Kathy Mabry
Commission Secretary



2003-0005342

RECORDING REQUESTED
BY AND WHEN RECORDED
MAIL TO:

NAPA COUNTY COUNSEL
Attn: Robert W. Paul
1195 THIRD STREET, ROOM 301
NAPA, CALIFORNIA 94559

Recorded	REC FEE	.00
Official Records	CCN1-NO	.00
County Of		
NAPA		
JOHN TUTEUR		
Recorder		

09:00AM 31-Jan-2003	EV	Page 1 of 4
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QUITCLAIM DEED

THIS DOCUMENT IS BEING SIGNED IN COURTER PARTS.

EXEMPT FROM RECORDER'S FEES UNDER GOV'T. CODE §27383

RECORDING REQUESTED BY:

Napa County Counsel
When Recorded Return to:
Napa County Counsel
1195 Third St., Rm. 301
Napa, CA 94559

County Exempt from Fees
Transfer Tax: Sec 11922 R&T
Recording Fees: 6103 G.C.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
James D. Borge and Emilie A. Borge, Trustees of the J. and E. Borge Family Trust, created under that
certain Declaration of Trust dated March 21, 1970, as to an undivided 1/2 interest and Larry G. Atkins,
a married man, as his separate property, as to an undivided 1/2 interest,
hereby remise, release and quitclaim to
the County of Napa
the following described real property in the County of Napa, State of California:

SEE ATTACHMENTS "A-1" and "A-2"

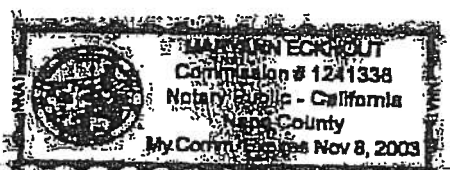
DATED: 12/18/02

James D. Borge
James D. Borge

State of California }
County of Napa }

On Dec 18, 2002, before me, Marijann Eckhardt, Notary Public, personally
appeared James D. Borge, personally
known to me (or 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.

WITNESS my hand an official seal.



Marijann Eckhardt

ATTACHMENT "A-1"

A right of way for road purposes over a strip of land 35 feet in width described as follows:

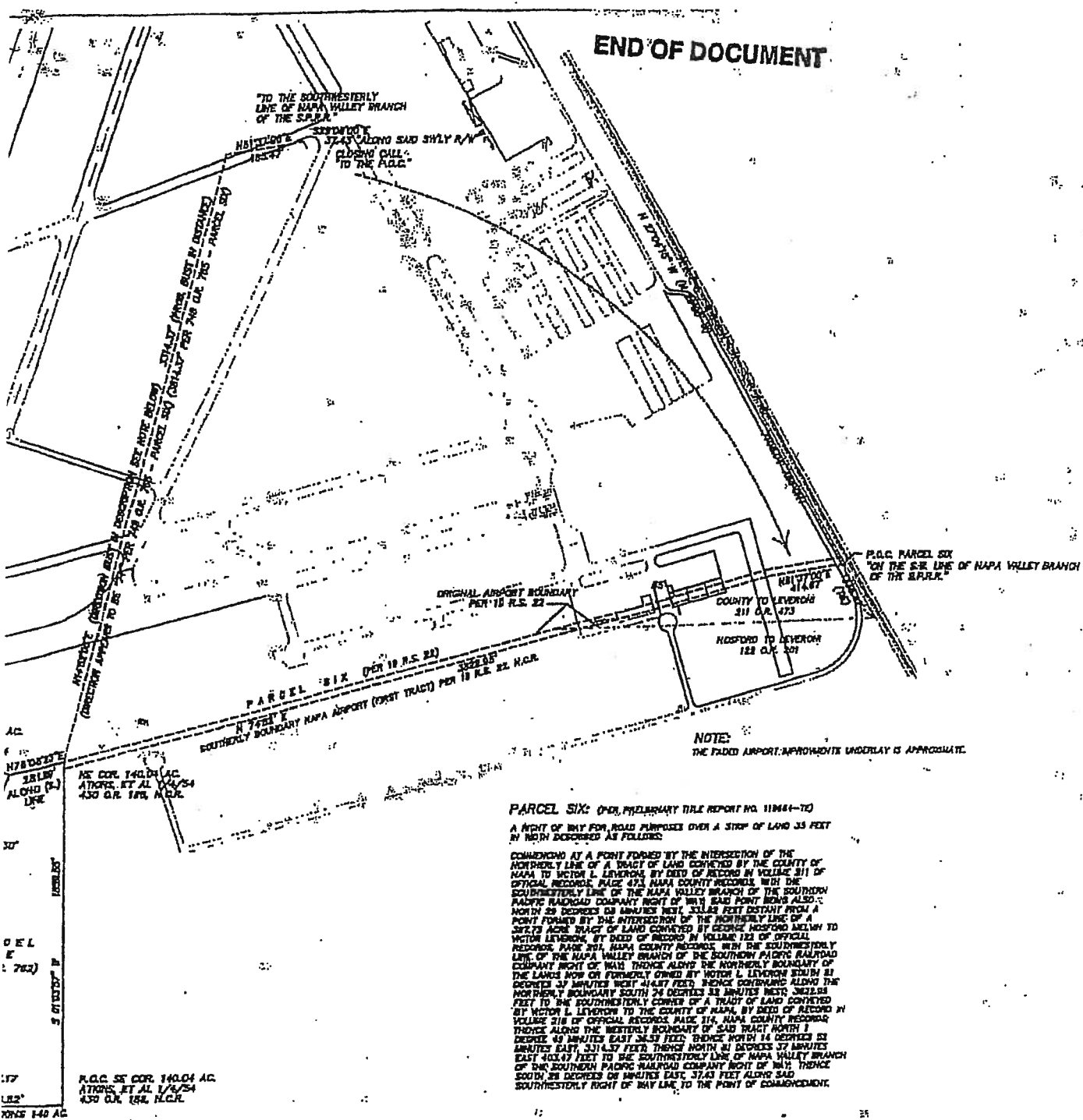
Commencing at a point formed by the intersection of the northerly line of a tract of land conveyed by the County of Napa to Victor L. Leveroni, by Deed of Record in Volume 211 of Official Records, page 473, Napa County Records, with the southwesterly line of the Napa Valley Branch of the Southern Pacific Railroad Company right of way; said point being also north 29° 08' west, 335.82 feet distant from a point formed by the intersection of the northerly line of a 397.75 acre tract of land conveyed by George Hosford Melvin to Victor Leveroni, by Deed of Record in Volume 122 of Official Records, page 201, Napa County Records, with the southwesterly line of the Napa Valley Branch of the Southern Pacific Railroad Company right of way; thence along the northerly boundary of the lands now or formerly owned by Victor L. Leveroni south 81° 37' west 414.67 feet; thence continuing along the northerly boundary south 74° 52' west 3822.95 feet to the southwesterly corner of a tract of land conveyed by Victor L. Leveroni to the County of Napa, by Deed of Record in Volume 216 of Official Records, page 214, Napa County Records; thence along the westerly boundary of said tract north 1° 49' east 36.59 feet; thence north 74° 52' east, 3814.37 feet; thence north 81° 37' east 403.47 feet to the southwesterly line of Napa Valley Branch of the Southern Pacific Railroad Company right of way; thence south 29° 08' east, 37.43 feet along said southwesterly right of way line to the point of commencement.

Previously erroneously described as:

"A right of way for road purposes over a strip of land 35 feet in width described as follows:

Commencing at a point formed by the intersection of the northerly line of a tract of land conveyed by the County of Napa to Victor L. Leveroni, by Deed of Record in Volume 211 of Official Records, page 473, Napa County Records, with the southwesterly line of the Napa Valley Branch of the Southern Pacific Railroad Company right of way; said point being also north 29° 08' west, 335.82 feet distant from a point formed by the intersection of the northerly line of a 397.75 acre tract of land conveyed by George Hosford Melvin to Victor Leveroni, by Deed of Record in Volume 122 of Official Records, page 201, Napa County Records, with the southwesterly line of the Napa Valley Branch of the Southern Pacific Railroad Company right of way; thence along the northerly boundary of the lands now or formerly owned by Victor L. Leveroni south 81° 37' west 414.67 feet; thence continuing along the northerly boundary south 74° 52' west 3822.95 feet to the southwesterly corner of a tract of land conveyed by Victor L. Leveroni to the County of Napa, by Deed of Record in Volume 216 of Official Records, page 214, Napa County Records; thence along the westerly boundary of said tract north 1° 49' east 36.59 feet; thence north ~~74~~ 52' east, ~~3814.37~~ feet; thence north 81° 37' east 403.47 feet to the southwesterly line of Napa Valley Branch of the Southern Pacific Railroad Company right of way; thence south 29° 08' east, 37.43 feet along said southwesterly right of way line to the point of commencement."

END OF DOCUMENT



NOTE:
THE FADED AIRPORT APPROXIMATE UNDERLAY IS APPROXIMATE.

PARCEL SIX: (OVER PRELIMINARY TITLE REPORT NO. 118684-1E)
A RIGHT OF WAY FOR ROAD PURPOSES OVER A STRIP OF LAND 35 FEET IN WIDTH DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF A TRACT OF LAND CONVEYED BY THE COUNTY OF NAPA TO WALTER L. LEVERON, BY DEED OF RECORD IN VOLUME 311 OF OFFICIAL RECORDS, PAGE 473, NAPA COUNTY RECORDS, WITH THE SOUTHWESTERLY LINE OF THE NAPA VALLEY BRANCH OF THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY SAID POINT BEING ALSO 20 NORTH 29 DEGREES 08 MINUTES WEST, 324.8 FEET DISTANT FROM A POINT FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF A 317.23 ACRE TRACT OF LAND CONVEYED BY GEORGE HOSFORD MELVIN TO WALTER LEVERON, BY DEED OF RECORD IN VOLUME 122 OF OFFICIAL RECORDS, PAGE 201, NAPA COUNTY RECORDS, WITH THE SOUTHWESTERLY LINE OF THE NAPA VALLEY BRANCH OF THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY THENCE ALONG THE NORTHERLY BOUNDARY OF THE LANDS NOW OR FORMERLY OWNED BY WALTER L. LEVERON SOUTH 81 DEGREES 37 MINUTES WEST 44.87 FEET, THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY SOUTH 24 DEGREES 58 MINUTES WEST, 324.8 FEET TO THE SOUTHWESTERLY CORNER OF A TRACT OF LAND CONVEYED BY WALTER L. LEVERON TO THE COUNTY OF NAPA, BY DEED OF RECORD IN VOLUME 218 OF OFFICIAL RECORDS, PAGE 314, NAPA COUNTY RECORDS, THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT NORTH 1 DEGREE 49 MINUTES EAST 34.52 FEET, THENCE NORTH 14 DEGREES 52 MINUTES EAST, 331.67 FEET THENCE NORTH 81 DEGREES 37 MINUTES EAST 403.47 FEET TO THE SOUTHWESTERLY LINE OF NAPA VALLEY BRANCH OF THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY, THENCE SOUTH 28 DEGREES 08 MINUTES EAST, 37.43 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE TO THE POINT OF COMMENCEMENT.

17
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CLOSURE ERRORS
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S240348 E 0.00

P.O.C. SE COR. 140.04 AC
ATKINS, ET AL 1/4/54
430 O.R. 184, H.C.R.

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178'00" E
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NAPA COUNTY
DEPARTMENT OF PUBLIC WORKS
1127 West Street • Room 805
NAPA, CALIFORNIA 94558-3005
PHONE: 707-253-4331 • FAX: 707-253-4217

ROBERT J. PETERSON
Director of Public Works
Survey-Civil Engineer Road
Commissioner

COUNTY PROJECT	DATE	SCALE	FILE NAME	SURVEY METHOD
118684-1E	4/1/93	1" = 30'	ADKNS-APPORT	BANK & BELL

SHEET TITLE	PROJECT TITLE	SHEET
PLAY OF LEGAL DESCRIPTION FIDELITY NATIONAL TITLE CO. PRELIMINARY TITLE REPORT NO. 118684-1E DATED MARCH 8, 1993	BORGE / ATKINS EASEMENTS	1 OF 1

Addenda E

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release effective as of November 1, 2002, is entered into by and between Larry G. Atkins, individually, and James Borge and Emilie Borge, individually and as Trustees of the J & E. Family Trust (collectively, "Plaintiffs"), on the one hand, and County of Napa, its officials, Boardmembers, administrators, employees, representatives, agents and assigns ("County"), on the other hand.

I. RECITALS

A. WHEREAS, Plaintiffs are the owners both of approximately 25.44 acres of real property adjacent to the Napa Airport and designated as Napa County Assessor's Parcel No. 057-040-007 ("Plaintiffs' Property") and also of a certain 35-foot-wide easement ("Plaintiffs' Easement") which is described and illustrated in exhibits "A" and "B" of the County's Cross-complaint In Eminent Domain (the "Cross-complaint"), filed as part of Napa County Superior Court action number 26-15720, which exhibits are hereby incorporated by reference for purpose of information only; and

B. WHEREAS, the County commenced proceedings in 1943 (Napa County Superior Court action number 9112) to condemn some 622.24 acres of private property for the creation of the Napa Airport, which culminated in the issuance first of a Judgment of Condemnation on or about July 19, 1943 and, second, of a Judgment of Condemnation Nunc Pro Tunc on April 12, 1944, by which the County ultimately obtained certain interests in property (including, but not limited to, portions of that owned by Plaintiffs' predecessors-in-interest); and

C. WHEREAS, as a result of the aforementioned Judgment of Condemnation Nunc Pro Tunc (hereafter, the "Judgment"), ~~the County was obligated~~ "within a reasonable time, and at its expense, [to] grant and provide to [Plaintiffs' predecessors-in-interest]...an open and usable right of way over a strip of land thirty-five (35) feet wide paralleling that portion of the lands condemned [from Plaintiffs' predecessors-in-interest]." In addition, the County was obligated "within a reasonable time and at its expense, [to] erect, or cause to be erected, a good and substantial fence on the boundary lines between the lands...condemned and the lands retained by [Plaintiffs' predecessors-in-interest]"; and

D. WHEREAS, the Napa Airport thereafter was built and presently functions at a site nearby and partially adjacent to Plaintiffs' Property; and

E. WHEREAS, within the last several years, certain structures and facilities (including, but not limited to, those owned by the California Highway Patrol) have been built over portions of the Plaintiffs' Easement as a consequence of approval and allowance by the County, but without the permission or approval of Plaintiffs; and

F. WHEREAS, for a number of years, vehicular access to the Napa Airport control tower (and presently to the aforementioned structures and facilities on portions of Plaintiffs' Easement as well) has been made available by a private road (the "Private Road") extending approximately from Airport Road (a public road) southward for a certain distance parallel to the Southern Pacific railroad tracks and thence westward to the approximate location of the aforementioned control tower; and

G. WHEREAS, use of the Private Road is governed and restricted by a pass gate (the "Gate"), the operational code for which has not been given to or shared with Plaintiffs, such that they can neither pass through the Gate nor have access to the entire length of the Private Road; and

H. WHEREAS, Plaintiffs' Property has a recorded, but unimproved, easement (the "Southern Easement") extending from the southwestern border of Plaintiffs' Property, westward first through property owned by the County and then through property owned by Lyall, then southward across the Lyall property to Green Island Road; and

I. WHEREAS, Plaintiffs have contended (a) that the Judgment entitled them to and obligated the County to provide them with, an open, usable, 35-foot-wide right of way or easement from Plaintiffs' Property to Airport Road so as to allow direct access to State Route 29, (b) that, without such right of access to State Route 29, Plaintiffs' Property is land-locked and thus of appreciably diminished market value and (c) that Plaintiffs accordingly have a right to passage through the Gate and to use of the Private Road (which three contentions described in this paragraph are referred to collectively hereafter as the "Access Controversy"); and

J. WHEREAS, with reference to the Access Controversy, the County contends (a) that neither Plaintiffs' predecessors-in-interest nor Plaintiffs' Property was entitled to, and thus the County never was obligated to grant or provide, connection with or access to Airport Road since such easement(s) as to which Plaintiffs' predecessors-in-interest were entitled by virtue of the Judgment never did extend to, reach or connect with Airport Road but rather terminated some distance south thereof, (b) that Plaintiffs thus have no present right or entitlement to passage through the Gate or to use of any portion of the Private Road and (c) that the Southern Easement precludes Plaintiffs' Property from being land-locked in any event; and

K. WHEREAS, in addition to the Access Controversy, Plaintiffs have contended that Plaintiffs' Property has been damaged, generally and due to inverse condemnation, as a result of (a) sewage leaking from the County's sanitation facilities onto and encroaching onto Plaintiffs' Property, (b) riparian flow (which previously drained elsewhere) diverted onto Plaintiffs' Property as a result of County activities and (c) cattle which the County has permitted to trespass and graze on Plaintiffs' Property without restriction and without compensation to Plaintiffs (which contentions pertaining to leaking sewage, diverted water and grazing cattle are referred to collectively hereafter as the "Ancillary Controversies"); and

L. WHEREAS, the County has disputed the existence of any factual basis for any or all of the Ancillary Controversies and has further denied any responsibility or liability therefor; and

M. WHEREAS, the Plaintiffs have asserted in Napa County Superior Court action number 26-15720 against the County their claims, demands, causes of action, allegations and contentions arising out of or pertaining to the Access Controversy and the Ancillary Controversies (the "Lawsuit"); and

N. WHEREAS, the County has denied any liability to Plaintiffs in connection either with the Lawsuit or with any other demands or grievances of any kind whatsoever; and

O. WHEREAS, the County has filed the Cross-complaint so as to acquire the Plaintiffs' Easement at fair market value through exercise of eminent domain; and

P. WHEREAS, Plaintiffs have answered the Cross-complaint, requesting appropriate compensation and relief as a condition to the County's acquisition of the Plaintiffs' Easement through eminent domain; and

Q. WHEREAS, Plaintiffs and the County mutually desire to avoid the further cost and inconvenience of litigation and disputes attributable to the Lawsuit or to any other cause whatsoever by removing from litigation and releasing the claims, demands, causes of action, disputes, grievances, controversies and allegations between them as described below;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, promises, acknowledgements and releases herein, Plaintiffs and County agree as follows:

II. TERMS OF SETTLEMENT AGREEMENT

A. Consideration By County

1. The County hereby grants Plaintiffs (and their successors-in-interest) access to and use of the Private Road (or its equivalent successor). However and except as provided in paragraph II(A)(3), the County shall have no obligation, and Plaintiffs shall have no right to compel the County, to maintain, repair, reconfigure, alter, modify, lengthen or widen the Private Road to any extent or in any manner other than that which the County, in its singular and unilateral discretion, may deem appropriate.

2. The County hereby grants Plaintiffs passage through the Gate, for which the County forthwith will give Plaintiffs the code. However, the County hereafter may remove, alter or modify the Gate in any manner which it, in its sole discretion, may deem appropriate, so long as Plaintiffs thereafter continue to have access to the Private Road or its equivalent (all as specified in paragraph II(A)(1)).

3. Notwithstanding the generality of paragraph II(A)(1), the County shall be obligated to extend the Private Road to the nearest (or other location which may be mutually agreed hereafter) boundary of the Plaintiffs' Property, subject to the following conditions:

a. Such extension shall be of the same or equivalent width, composition and character as the Private Road presently; and

b. Such extension need not be constructed until a future development permit by Plaintiffs (or Plaintiffs' successor(s)-in-interest) has been approved and issued by the County in accordance and consistent with reasonable application of its normal policies and procedures for the approval and issuance of such permit; but

c. Nothing herein shall be meant, interpreted, construed or applied so as to limit, restrict, control, condition or in any way effect the right, entitlement or ability of the County to fence, barricade, wall, enclose or otherwise foreclose access to such portion(s) of the Napa Airport as the County, in its sole and exclusive discretion, may deem necessary, desirable or appropriate.

4. If the County hereafter obtains fee title, by whatever means or method, to Plaintiffs' Property, then paragraphs II(A)(1, 2, 3, and 5) shall be void and cancelled, with no remaining or residual effect whatsoever. However, valuation of Plaintiffs' Property in a future action in eminent domain shall assume Plaintiffs' retention of the rights of paragraphs II(A)(1, 2, 3 and 5).

5. The County will not restrict, limit or deny the Plaintiffs' or their successor(s)-in-interest's access to presently-existing public facilities and/or utilities (subject to whatever are or might hereafter be restrictions as to size, capacity, location or the like) in any manner or extent greater or lesser than would have been applicable notwithstanding the Lawsuit and/or if Plaintiffs still owned Plaintiff's easement, and will cooperate in establishing such access in accordance and consistent with reasonable application of its normal policies and procedures therefor. However, the County and Plaintiffs both understand and acknowledge that the County cannot control, limit, abridge, abrogate, modify or alter whatever limitations, restrictions or fees of other public entities (e.g., PG&E, local water district, local sewer district, etc.) might be applicable for access to or use of those facilities and/or utilities.

6. The County shall reimburse the Plaintiffs' costs of suit arising from or pertaining to the Lawsuit, on the understanding that the term "costs of suit" shall not include, or be construed to include, attorneys' or experts' fees or costs.

7. The County shall dismiss the Cross-complaint in conjunction and simultaneously with that specified in paragraph II(B)(1).

B. Consideration By Plaintiffs

1. Simultaneously with delivery of this Agreement as signed by them to the attorney for the County, Plaintiffs also shall deliver a Request for Dismissal, with prejudice, of the Lawsuit to the attorney for County, who shall file the same with Napa County Superior Court, together with that Request for Dismissal specified in paragraph II(A)(7).

2. Plaintiffs shall transfer, surrender or grant, by whatever written instrument or other means the County deems appropriate, all their right, title and ownership, without reservation or qualification of any kind, in or of the Plaintiffs' Easement to the County.

3. Plaintiffs hereby release, acquit and discharge the County from all claims, demands, causes of action, disputes, grievances, controversies, allegations, damages and liabilities, from the beginning of time to the present, arising out of or in any way connected with any and all (whether asserted or alleged in the Lawsuit) injuries, damages, expenses, distress, diminution-in-value, repairs, loss of use, loss of rents or any interest thereon, resulting from or in any way related to the Access Controversy, the Ancillary Controversies or any real or imagined right under the Judgment; and

In so doing, it is the express intent of the Plaintiffs to waive all rights or benefits which they have, or may have, under Civil Code section 1542 under any theory of recovery or liability whatsoever. Thus, plaintiffs expressly acknowledge that the facts on which they now may be relying as true may hereafter prove to be different from or other than that which they now believe to be true; nonetheless, plaintiffs acknowledged and accept the risk and fully understand that, if there is a material change in the facts or circumstances now believed by them to be true, this Agreement shall nevertheless be, and shall remain, valid, effective and binding. In so expressly waiving all rights and benefits which they have, or may have, under the provisions of Civil Code section 1542, plaintiffs understand that it provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

4. In addition to that specifically stated in Paragraph II(B)(3), the Plaintiffs hereby release, acquit and discharge, without reservation or qualification, the County from any duty, mandate, obligation or order, express or implied, asserted or unasserted, under or as a consequence of the Judgment for the establishment, creation, demarcation, recordation or identification of any easement, activity, act, behavior or occurrence pertaining, directly or indirectly, to "Parcel #5," to all or any portion of any

lands formerly owned by "Kelly," and/or anything specified in paragraphs A--D on page 9 of the Judgment of Condemnation Nunc Pro Tunc in particular. In so doing, it is the express intent and desire of Plaintiffs to release, acquit and discharge the County from any claim, demand, cause of action, dispute, grievance, allegation or contention of damage, in any amount or manner, due or attributable to the County's allegedly or supposedly having breached or failed to discharge any duty or obligation to Plaintiffs under, established by as or a consequence of either the aforementioned Judgment of Condemnation or the aforementioned Judgment of Condemnation Nunc Pro Tunc.

5. Plaintiffs understand and acknowledge that the Lawsuit has asserted four causes of action for "inverse condemnation," under which theory of law a prevailing plaintiff may be entitled to an award of reasonable attorneys' and experts' fees and costs. Nonetheless, Plaintiffs recognize and acknowledge that their four causes of action therefor are disputed by the County, such that Plaintiffs may not prevail on any or all of such causes of action. For reasons good and sufficient to themselves, Plaintiffs are satisfied with the County's consideration for this Agreement, all as specified in paragraph II(A), even though such consideration contains no monetary or pecuniary component. Accordingly, Plaintiffs do hereby agree to bear their own attorneys' and experts' fees and costs, thereby waiving, releasing and discharging the County from any legal, equitable or financial responsibility therefor under any theory of law pertaining to either inverse condemnation or eminent domain (including, but not limited to, that defined as allowed by Code of Civil Procedure sections 1235.140 and 1268.610 regarding the Cross-complaint).

6. Plaintiffs agree to sign, separately and distinctly, and thereupon to have their respective signatures notarized, that document exemplified in Attachment A, which thereafter may be recorded at the discretion of the County.

C. Miscellaneous Provisions

1. The extent of the injuries and damages sustained by Plaintiffs or by Plaintiffs' Property are unknown. Nevertheless, Plaintiffs rely wholly on their own judgment as to the extent of such injuries and damages and have not been influenced by any statement or representation by the County, its employees, agents or representatives in evaluating the extent of those injuries or damages.

2. This is a compromise settlement of disputed claims and the County's consideration for this Settlement Agreement shall not be deemed to be, or construed as, an admission of liability to Plaintiffs by the County.

3. Consistent with that specified in paragraph II(B)(5), the County also shall bear its own attorneys' fees and costs.

4. The Plaintiffs and the County have carefully read this Settlement Agreement, know what is in it and sign it freely and voluntarily. The County acknowledges and represents that its signatory hereto is so fully authorized and entitled.

5. This Settlement Agreement contains the entire understanding and agreement between Plaintiffs and the County. Its terms are contractual, not a mere recital and shall be interpreted in accordance with the laws of the State of California.

6. This Settlement Agreement may be signed in counter-parts, with each counter-part so signed having the same force and effect as any other and with the counter-parts being hereafter interpreted and construed as if signed on the same signature page.

IT IS SO AGREED as of November 1, 2002:


LARRY G. ATKINS, individually

JAMES BORGE, individually and as
a Trustee of the J. & E. Family Trust

EMILIE BORGE, individually and
as a Trustee of the J. & E. Family
Trust

COUNTY OF NAPA, by its Acting
County Administrator

5. This Settlement Agreement contains the entire understanding and agreement between Plaintiffs and the County. Its terms are contractual, not a mere recital and shall be interpreted in accordance with the laws of the State of California.

6. This Settlement Agreement may be signed in counter-parts, with each counter-part so signed having the same force and effect as any other and with the counter-parts being hereafter interpreted and construed as if signed on the same signature page.

IT IS SO AGREED as of November 1, 2002:

LARRY G. ATKINS, individually

James Borge, Ind + Trustee
JAMES BORGE, individually and as
a Trustee of the J. & E. Family Trust

Emilie Borge, Ind + as trustee
EMILIE BORGE, individually and
as a Trustee of the J. & E. Family
Trust

COUNTY OF NAPA, by its Acting
County Administrator

5. This Settlement Agreement contains the entire understanding and agreement between Plaintiffs and the County. Its terms are contractual, not a mere recital and shall be interpreted in accordance with the laws of the State of California.

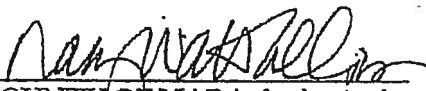
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LARRY G. ATKINS, individually

JAMES BORGE, individually and as
a Trustee of the J. & E. Family Trust

EMILIE BORGE, individually and
as a Trustee of the J. & E. Family
Trust


COUNTY OF NAPA, by its Acting
County Administrator

Addenda F



U.S. Department of Transportation
Federal Aviation Administration

CERTIFICATE OF APPRAISER

Airport <u>Napa County</u>	Project Number	Parcel No. <u>057-040-007</u>
	Project Location <u>Airport Rd., Napa, CA</u>	

I hereby certify:

That on 10/6/2011 (date) (s), I personally made a field inspection of the property herein appraised and that I have afforded the property owner the opportunity to accompany me at the time of inspection. I have also personally made a field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal or in the data book or report that supplements the appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal attached hereto are true and the information contained therein upon which the opinion of value expressed below is based is correct, subject to the limiting conditions set forth in the appraisal.

That I understand this market value appraisal is to be used in connection with the acquisition of land for an airport project by Napa County Airport with the assistance of FAA funds or other Federal funds.

That such appraisal has been made in conformity with the appropriate State laws, regulations, policies, and procedures applicable to appraisal of land for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.

That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within reasonable control of the owner, has been disregarded in determining the compensation for the property.

That neither my employment nor my compensation for making this appraisal are in any way contingent upon the values reported herein.

That I have no direct or indirect, present or contemplated, future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency of said Airport or officials of the Federal Aviation Administration and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That the conclusion set forth in this appraisal is my independent opinion of the value of the property as of the 6 day of October 2011 and that such conclusion was reached without collaboration or direction as to value.

It is my opinion that the fair market value of the above captioned real property is as follows:

Value before acquisition	\$ <u>830,000</u>
Value after acquisition	\$ <u>830,000</u>
Value difference	\$ <u>0</u>

The property has been appraised for its fair market value as though owned in fee simple, or as encumbered only by the existing easement in favor of _____

The opinion of value expressed above is the result of and is subject to the data and conditions described in detail in this report of _____ pages.

Date of contract 8-31-2011

Typed name Trentin P. Krauss

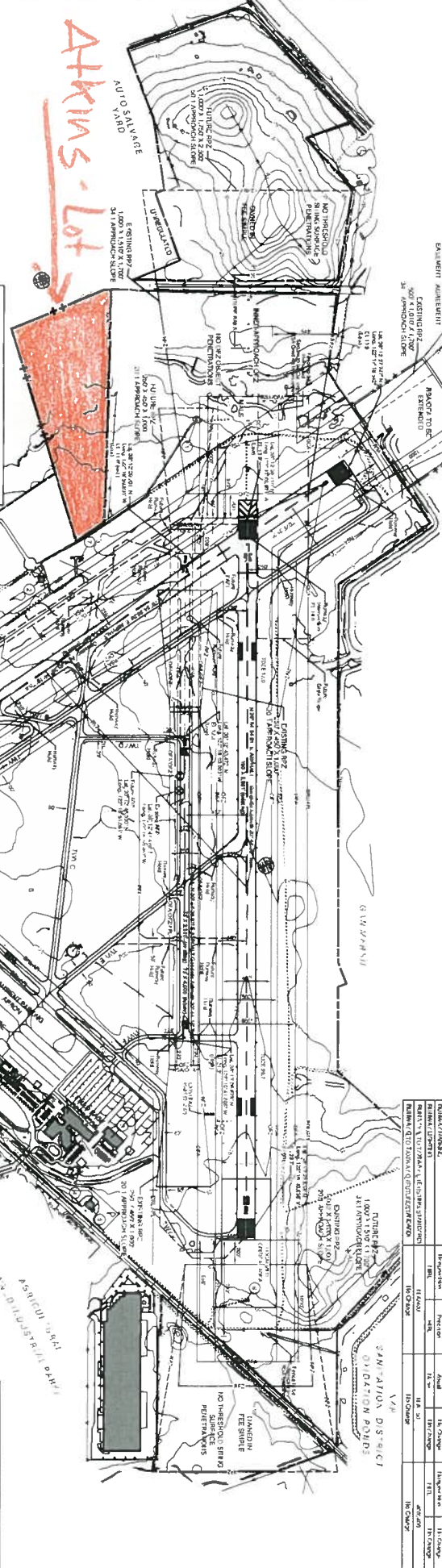
Signature [Signature]

Date October 6, 2011

Note. - Other statements, required by the regulations of an appraisal organization of which the appraiser is a member or by circumstances connected with the appraisal assignment or the preparation of the appraisal, may be inserted where appropriate.

AIRPORT DATA

ITEM	DESCRIPTION	DATE	BY
DESIGNER	MEAD & BUNT	2014	MEAD & BUNT
CLIENT	NAPA COUNTY AIRPORT		
PROJECT NO.	14-001		
DATE	08/20/14		
SCALE	AS SHOWN		
PROJECT LOCATION	10001 150th AVENUE, NAPA, CA 94558		
PROJECT AREA	APPROXIMATELY 1,000 ACRES		
PROJECT PURPOSE	RECONSTRUCTION OF AIRPORT		
PROJECT PHASE	PRELIMINARY DESIGN		
PROJECT STATUS	IN PROGRESS		
PROJECT CONTACT	JOHN W. WILSON, PROJECT MANAGER		
PROJECT PHONE	(707) 253-1100		
PROJECT FAX	(707) 253-1101		
PROJECT WEBSITE	WWW.MEADANDBUNT.COM		
PROJECT EMAIL	JOHN.WILSON@MEADANDBUNT.COM		
PROJECT ADDRESS	10001 150th AVENUE, NAPA, CA 94558		
PROJECT CITY	NAPA, CA		
PROJECT STATE	CALIFORNIA		
PROJECT COUNTY	NAPA COUNTY		
PROJECT ZIP	94558		



BUILDING AND FACILITY LEGEND

SYMBOL	DESCRIPTION
(Symbol)	Terminal Building
(Symbol)	Control Tower
(Symbol)	Runway
(Symbol)	Taxiway
(Symbol)	Apron
(Symbol)	Hangar
(Symbol)	Office Building
(Symbol)	Warehouse
(Symbol)	Storage Area
(Symbol)	Other

DRAWING LEGEND

SYMBOL	DESCRIPTION
(Symbol)	Proposed Runway
(Symbol)	Proposed Taxiway
(Symbol)	Proposed Apron
(Symbol)	Proposed Hangar
(Symbol)	Proposed Office Building
(Symbol)	Proposed Warehouse
(Symbol)	Proposed Storage Area
(Symbol)	Proposed Other

ALP NOTES

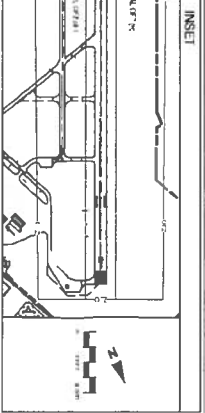
1. All dimensions are in feet and inches.
2. All dimensions are rounded to the nearest foot.
3. All dimensions are rounded to the nearest inch.
4. All dimensions are rounded to the nearest centimeter.

DEVIATIONS FROM STANDARDS

ITEM	DESCRIPTION	REASON
1	Runway width	As shown on plan
2	Taxiway width	As shown on plan
3	Apron width	As shown on plan
4	Hangar width	As shown on plan
5	Office building width	As shown on plan
6	Warehouse width	As shown on plan
7	Storage area width	As shown on plan
8	Other width	As shown on plan

MONUMENTS

ITEM	DESCRIPTION	LOCATION
1	Survey monument	At intersection of 150th Ave and 1st St
2	Survey monument	At intersection of 150th Ave and 2nd St
3	Survey monument	At intersection of 150th Ave and 3rd St
4	Survey monument	At intersection of 150th Ave and 4th St
5	Survey monument	At intersection of 150th Ave and 5th St



RUNWAY DATA

ITEM	DESCRIPTION	DATE	BY
DESIGNER	MEAD & BUNT	2014	MEAD & BUNT
CLIENT	NAPA COUNTY AIRPORT		
PROJECT NO.	14-001		
DATE	08/20/14		
SCALE	AS SHOWN		
PROJECT LOCATION	10001 150th AVENUE, NAPA, CA 94558		
PROJECT AREA	APPROXIMATELY 1,000 ACRES		
PROJECT PURPOSE	RECONSTRUCTION OF AIRPORT		
PROJECT PHASE	PRELIMINARY DESIGN		
PROJECT STATUS	IN PROGRESS		
PROJECT CONTACT	JOHN W. WILSON, PROJECT MANAGER		
PROJECT PHONE	(707) 253-1100		
PROJECT FAX	(707) 253-1101		
PROJECT WEBSITE	WWW.MEADANDBUNT.COM		
PROJECT EMAIL	JOHN.WILSON@MEADANDBUNT.COM		
PROJECT ADDRESS	10001 150th AVENUE, NAPA, CA 94558		
PROJECT CITY	NAPA, CA		
PROJECT STATE	CALIFORNIA		
PROJECT COUNTY	NAPA COUNTY		
PROJECT ZIP	94558		

MEAD & BUNT

 ENGINEERS, ARCHITECTS, PLANNERS

10001 150th AVENUE, NAPA, CA 94558

(707) 253-1100

WWW.MEADANDBUNT.COM

COUNTY OF NAPA

SUPERVISOR

COUNTY OF NAPA

DIRECTOR OF PUBLIC WORKS

AIRPORT LAYOUT PLAN

SHEET 1 OF 6

February 1, 2007

To: Richard Ramirez – City Manager
c/o City of American Canyon
300 Crawford Way
American Canyon, CA 94503

RECEIVED

FEB 5 2007

CITY OF
AMERICAN CANYON

From: Larry G. Atkins
PO Box 1138
Fairacres, NM 88033-1138
505-522-1630
Wolf1938@aol.com

Re: Annexation letter dated January 22, 2007

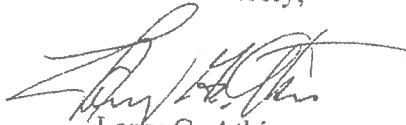
Dear Mr. Ramirez,

This letter is confirming I am in full support with your efforts extending your SOI to accommodate the development and annexation of my Napa County Airport property; thereby reserving future City services.

Please keep me updated of any and all changes on the progress of the SOI and annexation.

Thank you for your help and support in moving this forward. Please call me if I can provide additional information.

Yours sincerely,



Larry G. Atkins