

August 2, 2022

OFFICIAL BUSINESS

Fee Exempt per Government Code Section 27383

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

Napa County
1195 Third Street, Suite 310
Napa, California 94559

Attention: Clerk of the Board of Supervisors

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

NAPA COUNTY

AND

MEADOWOOD RESORT, LLC

TOGETHER WITH

**MEADOWOOD ASSOCIATES, a Limited Partnership, and
HMS VINEYARDS LLC, A California Limited Liability Company**

EFFECTIVE DATE _____

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**DEVELOPMENT AGREEMENT
FOR THE MEADOWOOD REHABILITATION PROJECT**

This Development Agreement (the “**Agreement**”) is entered into on this ____ day of _____, 2022, by and between Napa County, a political subdivision of the State of California (the “**County**”), Meadowood Resort, LLC, a Delaware limited liability company (“**Meadowood Resort**”), and Meadowood Associates, a California limited partnership (“**Meadowood Associates**”), and HMS Vineyards, a California limited liability company (“**HMS**”). Meadowood Resort, Meadowood Associates and HMS are collectively referred to in this Agreement as “**Owner**.” The County, Meadowood Resort, and Meadowood Associates are collectively referred to in this Agreement as the “**Parties**” and singularly as a “**Party**.”

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the legislature of California adopted Government Code Sections 65864, *et seq.* (the “**Development Agreement Statute**”), which authorizes the County and any person having a legal or equitable interest in real property to enter into a development agreement, establishing certain development rights in the property that is the subject of the development project application. The purpose of the Development Agreement Statute is to authorize local agencies, in their discretion, to establish certain development rights regardless of intervening changes in land use regulations.

B. Property. Meadowood Resort holds legal or equitable interests in real property in Napa County, commonly referred to as Meadowood Napa Valley, generally located at 900 Meadowood Lane, St. Helena, California (Napa County APNs 025-080-032, -033, -034, -035, and -036, as more particularly described in the legal description attached as Exhibit A (the “**Resort Property**”) and depicted on the site plan attached as Exhibit C (“**Site Plan**”). Meadowood Associates and HMS hold legal or equitable interests in real property in Napa County generally located at 1030 Silverado Trail, St. Helena, California (APN 025-110-066 and 025-120-127 belonging to Meadowood Associates, and APNs 025-110-049, -050, -064, -065 belonging to HMS), as more particularly described in the legal description attached as Exhibit B (the “**NV Reserve Property**”) and depicted on the site plan attached as Exhibit C (“**Site Plan**”). The Owner has owned the Resort Property since 1981 and the NV Reserve Property since 2001. The Resort Property is used for resort, club and related commercial uses, while the NV Reserve property is used for agricultural and winery uses. The Resort Property and the NV Reserve Property include eleven contiguous parcels that shall be collectively referred to herein as the “**Meadowood Estate**” or the “**Property**.”

C. Permit History. On August 15, 1961, the County approved rezoning the 268-acre Freeman Nichols property, within which Meadowood Resort is located, from “Agriculture, Watershed & Recreation” to “Single Family Residential/Agriculture Combining District” to allow for a large residential development and country club. Napa County then issued Use Permit U-51-61, which established the county club and its related facilities. On July 14, 1981, the County approved Use Permit U-208081 (the “**1981 Use Permit**”) for the then-named Meadowood Golf & Racquet Club. The 1981 Use Permit authorized development within an approximately 75-acre Planned Development zoning area. On July 21, 1981, the County

approved a development agreement for the development of the Meadowood Golf & Racquet Club (the “**1981 Development Agreement**”). The 1981 Use Permit and 1981 Development Agreement authorized development of the Resort Property pursuant to a master development plan, which recognized existing structures and modifications thereto. The County subsequently approved a series of modifications and amendments to the 1981 Use Permit and 1981 Development Agreement from 1981 to 1985. During this period the resort and recreational facility operations on the Resort Property became known as “Meadowood Napa Valley” (“**Meadowood**”). On January 15, 1985, the County approved a “Second Amendment” to the 1981 Development Agreement, which amended the master development plan for purposes of expanding and improving the pool areas, meeting spaces, storage areas, the clubhouse, and maintenance areas, and creating new guest units and recreational and resort amenities. The owner developed the key components of Meadowood pursuant to this Second Amendment. The County approved or made a series of modifications, amendments, and determinations related to the 1981 Use Permit and 1981 Development Agreement, as amended, from 1989 to 2004. In June 2008, the County adopted an update to its General Plan, which included Policy AG/LU-103 confirming Meadowood’s status as a legal conforming commercial resort and recreational facility. Through the adoption of this policy and Policy AG/LU-45, the General Plan recognized Meadowood’s operations and any expansions thereto fall within a small number of uniquely-situated properties that will have a minimal impact on any adjacent agriculture or open space activities or the agricultural and open space character of the surrounding area. As such, the development on the Meadowood Resort contemplated by this Agreement constitutes a conforming commercial use that is not detrimental to Agriculture, Watershed or Open Space policies of the General Plan. In 2012, Meadowood Associates took steps to make many significant upgrades and improvements to the Resort Property for Meadowood’s operations. On January 8, 2013, the County approved Use Permit Modification P12-00286 to modify the existing resort and recreational facilities, including the development of an expanded restaurant and grill, a spa, a wine and education center, pools, gym and reception areas, for a total approved development area of 150,000 square feet (sf) on the Resort Property. Between 2015 and 2019, the County approved other use permit modifications for the development of a new spa building, pool area, and fitness center on the Resort Property, which increased the approved development area to 154,000 sf.

D. Destruction of Meadowood. On Monday, September 28, 2020, the Glass Fire burned across the Meadowood Estate. The fire caused significant damage to various buildings and facilities on the Resort Property, forcing an immediate and indefinite closure of Meadowood. However, the Glass Fire did not damage any structures on the NV Reserve Property. Owner desires to replace, restore and renovate the facilities destroyed or damaged by the Glass Fire to fully reopen Meadowood to normal capacity for its members, overnight guests, and other visitors to Napa Valley as promptly as possible. In restoring the Resort Property, Owner intends to rehabilitate Meadowood’s facilities to continue to meet and exceed the expectations of its guests, while also incorporating the highest standards of fire-safe construction and landscape design and maintenance (the “**Rehabilitation Project**” or “**Project**,” as further defined in Recital G). The Owner does not intend for the Rehabilitation Project to change the intensity of the uses allowed or developed at Meadowood or increase the number of 106 overnight lodging rooms that existed prior to the Glass Fire; however, the Owner desires for the Rehabilitation Project to slightly increase the size of certain buildings and reconfigure the placement of those buildings on the

Resort Property that were destroyed by the Glass Fire to meet current and future trends in hospitality.

E. Intent to Rebuild. Following the Glass Fire, Owner requested that the County expedite the permit process for the Rehabilitation Project, in both the immediate and long-term, so that Owner could secure and dedicate the funding needed to undertake the Rehabilitation Project and re-open Meadowood as quickly as possible. To that end, Owner requested the County negotiate a new development agreement in order to provide for the timing, scope, and process to expedite the development of the Project and re-open those portions of the resort less impacted by the fire. On December 15, 2020, the Board of Supervisors (“**Board**”) directed staff to work with the Owner on the terms of a development agreement and to allow for the temporary relocation of facilities lost in the Glass Fire to other areas on the Meadowood Estate, including the NV Reserve Property (the “**Temporary Uses**”). Consistent with the Board’s direction and Napa County Policy Manual Section 12B (as amended by Resolution No. 2021-16), on February 23, 2021, Owner submitted that certain Notice of Intent No. 01-2021, entitled Meadowood Napa Valley Notice of Intent to Participate in Temporary Measures Due to Loss of Facilities Destroyed by the Glass Fire, dated February 22, 2021 to authorize and commence the Temporary Use (the “**Notice of Intent**”), which is enclosed as Exhibit D. The County granted a building permit (Permit No. BC21-00538) to Owner on June 10, 2021 to begin improvements to accommodate the activities contemplated in the Notice of Intent. On August 1, 2021, the Owner reopened Meadowood to guests and members on a limited basis.

F. Board Direction on Terms of Agreement. On September 14, 2021, the Board held a public meeting and took public testimony regarding its intent to negotiate terms and conditions of a proposed development agreement with the Owner. After considering public and staff testimony, the Board provided direction to County staff to negotiate a draft development agreement with Owner for its future consideration based on the terms and conditions set forth below, which are consistent with the terms herein. Those terms included that the Agreement shall provide for:

- (i) a term of 20 years;
- (ii) a redevelopment of the 106 key hotel-resort and ancillary uses and structures, which do not increase the existing intensity of uses that historically existed on the Resort Property before the Glass Fire;
- (iii) an increase the total aggregate area of approved pre-Glass Fire structures up to 25% (generally consistent with the standards for a minor modification to a use permit under Napa County Code Section 18.124.130, subd. (B)) on the Resort Property;
- (iv) an allowance of the Temporary Uses at the Resort Property and the NV Reserve Property, for a period of 5 years after the effective date of the Agreement with extensions granted for good cause;
- (v) a process for future approvals that are necessary or advisable for the implementation and development of the Project (“**Subsequent Approvals**”) as later defined in this Agreement);

- (vi) that such Subsequent Approvals, once approved, are vested under that development agreement during the term thereof and the County shall not use the Subsequent Approval process to reduce the height, density, type of permitted uses, number of keys, and/or square footage of the resort, except any actions by the County that are necessary and appropriate to protect the health or safety of the public;
- (vii) an amendment process that allows certain types of minor amendments to be approved administratively by the Napa County Director of Planning, Building & Environmental Services (“**Director**”), without public notice or a hearing;
- (viii) that all applications for development of the Project, including Subsequent Approvals, be submitted to the Director, who will review and respond to said applications in the manner and within the timeframes contained in the development agreement;
- (ix) that all applications for permits (including but not limited to those listed in Section 8.1.1 of this Agreement) that substantially conform to the Development Plan and deemed complete be permitted and require no further discretionary review and that any applications for permits that do not substantially conform to the Development Plan be first reviewed for conformance as a minor amendment to the Development Plan; and
- (x) other similar terms for the completion of the development agreement.

G. Development Plan; Project Description. On February 1, 2022, Owner submitted to County an application, with subsequent revisions, for a Development Agreement and a conditional use permit modification incorporating that certain development plan entitled “Development Plan for the 2020 Glass Fire Rehabilitation Project dated June 25, 2022” (the “**Development Plan**”), which contains an Executive Summary, a Conceptual Development Plan, and Development Standards and Review Procedures (as identified in the Table of Contents to said Development Plan). A copy of the Development Plan is attached hereto as Exhibit E. The proposed redevelopment and improvements identified in the Development Summary attached hereto as Exhibit F (as also shown in the Development Plan), and the Temporary Uses and related improvements identified and depicted in the Notice of Intent as authorized by this Agreement shall constitute the “**Project**.”

H. Public Benefits Provided Pursuant to the Development Agreement. The Board has determined that the development of the Project will afford the County and its citizens and the surrounding region with the primary benefits set forth in Section 12 of this Agreement (collectively, the “**Public Benefits**”).

I. Project Approvals. Concurrent with approval of this Agreement, the County has or will take action to review and approve this Agreement, the Exhibits attached thereto, a conditional use permit modification incorporating the Development Plan and a CEQA Determination (collectively, the “**Existing Approvals**”). The Existing Approvals and such Subsequent Approvals are collectively referred to in this Development Agreement as the “**Project Approvals**,” which are necessary for the development, use, and operation of the Project, and such Project Approvals are the subject of this Agreement.

J. Environmental Review. On August 2, 2022, the County determined the Project was exempt from environmental review under a statutory exemption and various categorical exemptions, as described in detail in the Meadowood CEQA Analysis and Determination Memorandum dated August 2, 2022.

K. Planning Commission Public Hearing. On August 17, 2022, at a duly-noticed public hearing, the Planning Commission, serving as the County's planning agency for purposes of development agreement review pursuant to Government Code Section 65867, considered the Project, this Agreement and the applicable statutory and categorical exemptions under CEQA. Thereafter, the Planning Commission unanimously recommended that the Board grant the Project Approvals by adopting the Statutory and Categorical Exemptions under CEQA; approving Use Permit Major Modification No. P21-00211 to approve the Development Plan and associated documents; and adopt the proposed Enacting Ordinance approving this Agreement.

L. Board Action. On September 13, 2022, the Board held a duly noticed public hearing on this Agreement and, after independent review and consideration, including the Planning Commission's recommendations related thereto, approved this Agreement pursuant to Ordinance No. _____ (the "**Enacting Ordinance**"), making the same findings and determinations as those made by the Planning Commission through its own independent conclusion and this Agreement.

M. Appropriateness of Development Agreement. The Parties have determined a development agreement is appropriate for this Project. A development agreement will eliminate uncertainty in the County's land use planning process and secure orderly development of the Project consistent with the Project Approvals, assure progressive and timely installation of necessary improvements, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted. The County desires to provide certainty through this Agreement with respect to specific development criteria that will be applicable to the Property in accordance with sound planning principles. The Development Agreement defines the rights and obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. Incorporation of Exhibits and Recitals. The Preamble, Recitals, Exhibits, and all defined terms set forth therein are incorporated into this Agreement as if set forth herein in full.

2. Definitions. Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meaning set forth for such term in this Agreement.

2.1 Adoption Date. On September __, 2022, the date the Board approved the Project and adopted this Agreement.

2.2 Agreement. Defined in the Preamble.

2.3 Annual Review Date. Defined in Section 18.1.

2.4 Applicable Law. Defined in Section 7.

2.5 Approvals. All amendments to County Laws and any and all permits or approvals (including conditions of approval imposed in connection therewith) of any kind or character granted or issued under the County Laws to confer the lawful right on Owner to develop, use, and operate the Project in accordance with this Agreement, including, but not limited to, the Project Approvals, any Subsequent Approvals, and other permits and approvals that are applicable to the Project in accordance with this Agreement.

2.6 Board. The Napa County Board of Supervisors.

2.7 CEQA. The California Environmental Quality Act (Publ. Resources Code, §§ 21000 et seq.) the Guidelines thereunder (Cal. Code Regs., tit. 14, §§ 15000 et seq.) and the County's Local Guidelines for Implementing CEQA.

2.8 Certificate of Non-Compliance. Defined in Section 18.4.

2.9 Chosen Law. Defined in Section 7.1.5.

2.10 Claims. Defined in Section 19.

2.11 Commission. The Napa County Planning Commission, serving as the County's planning agency for purposes of development agreement review pursuant to Government Code Section 65867.

2.12 Complaining Party. The Party claiming another Party is in default.

2.13 Construction Codes. Defined in Section 7.1.4.

2.14 County. Napa County, a political subdivision of the State of California.

2.15 County Law. The ordinances, resolutions, codes, rules, regulations, and official policies of the County, governing the permitted uses, density, parking requirements, design, operations, improvement and construction standards and specifications applicable to the development, use, or operation of the Property. Specifically, but without limiting the generality of the foregoing, County Laws shall include the County's General Plan, County Code, zoning ordinance, and subdivision regulations.

2.16 Default. Defined in Section 20.

2.17 Development Agreement Statute. Defined in Recital A.

2.18 Director. The County's Director of Planning, Building, and Environmental Services or designee.

2.19 Effective Date. The date this Agreement is entered into as set forth on the cover page of this Agreement.

2.20 Existing Approvals. Described in Recital I.

2.21 Existing County Laws. Defined in Section 7.1.3.

2.22 Madrone Knoll. The residential subdivision that is immediately adjacent to the Resort Property to the west and to the NV Reserve Property to the North, as identified in Book 7, Page 76 in the Official Records of Napa County and generally depicted in Exhibit C.

2.23 Major and Minor Amendments. Defined in Sections 14.3 and 14.4, respectively.

2.24 Mortgage. A mortgage or deed of trust, or other transaction, in which the Property, or a portion thereof or an interest therein, or any improvements thereon, is conveyed or pledged as security, contracted in good faith and for fair value, or a sale and leaseback arrangement in which the Property, or a portion thereof or an interest therein, or improvements thereon, is sold and leased back concurrently therewith.

2.25 Mortgagee. The holder of the beneficial interest under a Mortgage, or the owner of the Property, or interest therein, under a Mortgage.

2.26 Necessary Subsequent County Laws. Defined in Section 7.1.4.

2.27 Owner. Defined in the Preamble.

2.28 Party; Parties. Defined in the Preamble.

2.29 Party in Default. The Party alleged to be in Default.

2.30 Permitted Delay. Defined in Section 24.

2.31 Prevailing Party. Defined in Section 21.1.

2.32 Project. Described in Recital G.

2.33 Project Approvals. Described in Recital I.

2.34 Property. Defined in Recital B.

2.35 Public Benefits. Defined in Recital H.

2.36 State Fire Regulations. Defined in Section 8.3.1.

2.37 Subsequent Approvals. Defined in Section 8.1.1.

2.38 Subsequent County Laws. Defined in Section 7.1.5.

2.39 Term. Defined in Section 6.3.

2.40 Transferee. Defined in Section 15.1.

2.41 Vested Rights. Defined in Section 9.1.

3. Description of Property. The Property that is the subject of this Agreement is described in Exhibits A and B and depicted in Exhibit C.

4. Interest of Owner. Meadowood Resort, Meadowood Associates and HMS represent and warrant that each presently has a legal or equitable interest in the Property sufficient to satisfy the requirement of California Government Code Section 65865.

5. Relationship of County and Owner. The Parties acknowledge that the Project is a private development, that no Party is acting as the agent of the other in any respect hereunder, and that each Party is a distinct contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Meadowood Resort and Meadowood Associates, the affairs of the County, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. County and Owner renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making County and Owner joint venturers or partners.

6. Execution and Recording; Effective Date; Term.

6.1 Execution and Recording. The Parties shall execute and acknowledge this Agreement within forty-five (45) days after the date that the Enacting Ordinance is adopted. The Parties acknowledge that Section 65868.5 of the Development Agreement Statute requires that this Agreement be recorded with the County Recorder no later than ten (10) days after the County enters into this Agreement, and that the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties. Not later than ten (10) days after the Parties execute and acknowledge this Agreement, the County Clerk shall cause the Agreement to be recorded in the Official Records of Napa County, State of California.

6.2 Effective Date. The Effective Date of this Agreement shall be the later of (a) the date that is thirty (30) days after the date that the Enacting Ordinance is adopted, or (b) the date this Agreement is executed by County. The Effective Date is inserted at the beginning of this Agreement. This Agreement shall not become effective and neither Party shall have any rights or obligations hereunder until the Effective Date.

6.3 Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date and continue for twenty (20) years, unless said Term is terminated, modified, or extended pursuant to the terms of this Agreement.

6.4 Extension of Term Due to Litigation. In the event that litigation is filed by a third party (i.e. an entity other than a Party to this Agreement), or by any Party hereto, that seeks to invalidate this Agreement or any of the Approvals, the Term shall be extended for a period of time equal to the length of time from the date a summons and complaint and/or petition are first served on the defendant(s)/respondent(s) until the date that the resolution of the litigation is final and not subject to appeal.

6.5 Extension of Approvals. Upon the granting of any Approval, the term of such Approval shall be extended automatically through the Term of this Agreement, notwithstanding any other County Law.

6.6 Rights and Obligations upon Expiration of the Term or Termination. Upon termination of this Agreement, all of the rights, duties, and obligations of the Parties shall terminate and be of no further force and effect, except as otherwise expressly set forth in Section 22 or as may be required by law. Termination shall not affect any pre-existing rights of Owner, including without limitation those arising from any previously granted Approval, including but not limited to the Project Approvals described in Recital I (with the exception of this Agreement), for development of all or any portion of the Property, including, without limitation, Owner's right to complete and/or occupy any building or other improvement authorized by such Approval, provided that any such building or improvement is completed in accordance with all previously granted Approvals in effect at the time of such termination. Notwithstanding the foregoing, Owner shall have the right, but not the obligation, to develop the Project (or portions thereof) as contemplated under this Agreement.

7. Applicable Law.

7.1 Applicable Law. As used in this Agreement, "Applicable Law" shall exclusively mean all of the following:

7.1.1 The Project Approvals, including without limitation, this Agreement, the Development Plan, which includes a development summary, conceptual plans, and the Development Standards attached as Exhibit G all of which establish the permitted uses, density, maximum height and size of buildings and other structures, setbacks, parking requirements, and other standards and conditions applicable to the Project;

7.1.2 Subsequent Approvals, when granted, provided such Subsequent Approvals are processed and approved pursuant to Existing County Laws.

7.1.3 Existing County Laws, which are the County Laws in effect as of the Adoption Date, as amended by the Project Approvals. For the purposes of this Agreement, Existing County Laws shall mean and include the County rules, regulations, ordinances, policies, standards, specifications, minute orders, motions, agreements, practices and standard operating procedures, taxes, and impact fees, including without limitation, those set forth in the County's General Plan, the Napa County Code all of which are existing and in effect on the Adoption Date, and all other County Laws that relate to or specify the permitted uses of land or improvements, the cost of taxes and impact fees, and the density or intensity of use, building area, setbacks, parking requirements and similar development standards that are existing and in effect on the Adoption Date. Any County Law adopted after the Adoption Date shall be considered either a "Necessary Subsequent County Law" or "Subsequent County Law."

7.1.4 Necessary Subsequent County Laws, which are those Subsequent County Laws adopted after the Adoption Date that are generally applicable to a category of development, use, or operation of one or more kinds, wherever the same may be located in the County and that:

- a. are necessary to protect against threatened or actual serious physical health or safety risks to the public, in which case County shall treat Owner in a uniform, equitable, and proportionate manner as all other properties, public and private, which are impacted by said risks; or
- b. are mandated and required by changes in state or federal law, which shall include, but not be limited to, changes to the California Building Code and other State-adopted construction, fire and other codes applicable to improvements, structures and development, and the applicable version or revision of said codes by local County action (collectively referred to as “**Construction Codes**”) in place at that time and date that building plans subject to such Construction Codes are submitted by Owner to County for a Subsequent Approval, provided that such Construction Codes have been adopted by County and are in effect on a County-wide basis and that County agrees, to the extent possible, that such Subsequent County Laws shall be implemented in a manner that does not conflict with Owner’s Vested Rights.
- c. Notwithstanding the foregoing, any County Laws which only apply to, meaningfully impact, or uniquely and disproportionately impact the Project or Property (whether explicitly, or as a practical matter) shall not be considered a Necessary Subsequent County Law.

7.1.5 Subsequent County Laws, which are those County Laws adopted after the Adoption Date that Owner elects to be subject to pursuant to this Agreement. Once Owner elects to be subject to such a Subsequent County Law (“**Chosen Law**”), such Chosen Law shall become part of the Applicable Law, and Owner shall not be able to later decide otherwise, although Owner shall be able to elect to be subject to a Subsequent County Laws that changes the earlier Chosen Law that Owner elected to be subject to. County shall not, without Owner’s written consent, apply any Subsequent County Law that would conflict with or impede Owner’s Vested Rights or otherwise conflict with this Agreement or Existing County Laws except as provided in Subsections 7.1.4 (a) or 7.1.4 (b).

7.2 Hierarchy of Applicable Laws. In the event of any conflict between Subsections 7.1.1 through 7.1.5, the hierarchical order of authority shall be Subsection 7.1.1 first, then Subsection 7.1.2, then Subsection 7.1.3, then Subsection 7.1.4, and then Subsection 7.1.5.

7.3 Conflicting Actions. Without limiting the generality of Sections 7.1.1 through 7.1.5 above, any action or proceeding of the County (whether enacted administratively, or by a commission, a board, the legislative body, or the electorate) undertaken without the consent of Owner that has any of the following effects on the Project shall be in conflict with the Vested Rights, this Agreement, and Applicable Law:

7.3.1 limiting, reducing or modifying the uses, height, bulk, density or intensity of permitted uses of all or any part of the Project, or otherwise requiring any reduction in the square footage or total number or location of or other improvements;

7.3.2 limiting the location or sites, grading, roadways or other improvements or facilities on the Property in a manner that conflicts with, or is more restrictive than the limitations included in this Agreement or the Project Approvals;

7.3.3 reducing the Term of the Agreement;

7.3.4 restricting the time, manner, or location of the Temporary Uses during the time period allowed under this Agreement;

7.3.5 limiting, reducing, or modifying the permitted density, intensity, square footage, location, height or bulk of all or any part of the Project including the location of vehicular access or parking or the number and location of parking or loading spaces for the Project in a manner that is inconsistent with this Agreement or the Project Approvals;

7.3.6 limiting or controlling the rate, timing, phasing, or sequencing of the approval, development, or construction of all or any part of a Project, including the demolition or removal of existing buildings, facilities, or other infrastructure;

7.3.7 impeding or delaying the timely completion of the Project, or the processing or procuring of applications and approvals for any Subsequent Approvals that are required to implement the Project;

7.3.8 changing Existing County Laws in a manner that causes an adverse impact on the use, operation, functionality, accessibility, or economic competitiveness of the Project; and

7.3.9 changing or limiting the Project Approvals.

7.4 Evolving Body of Law. Under this Agreement, the Applicable Law shall be an expanding body of law, such as, for example, when Subsequent Approvals are granted by County (in the future), and/or when Owner determines, in Owner's sole and exclusive discretion, to become subject to a new Subsequent County Law pursuant to this Agreement.

8. Subsequent Approvals.

8.1 Generally.

8.1.1 The development of the Project is subject to future approvals and actions by County that will occur after the Adoption Date. These future approvals include actions by County, which may include but are not limited to, demolition permits, grading permits, groundwater or well permits, wastewater permits, building permits, final parcel and subdivision maps, lot line adjustments, mergers and also include any and all land use approvals, entitlements, or other permits or approvals of any kind or character that are necessary or advisable for the implementation and development of the Project, including any amendment thereto or the Project Approvals (collectively referred to as "**Subsequent Approvals**"). The County shall exercise its authority consistent with the Applicable Rules, and the scope of County's review of Subsequent Approvals shall be limited to a determination of substantial compliance and consistency with

Applicable Law, including but not limited to the Project Approvals and any previously approved Subsequent Approvals, in effect at the time of the review.

8.1.2 Design of improvements and development of the Property shall be subject to County review as provided by the Project Approvals, including but not limited to the Development Plan. The Project Approvals, and all improvement plans prepared in accordance with the Project Approvals, shall govern the design and scope of all on-site and off-site improvements to be constructed on or benefiting the Property.

8.1.3 In the course of such review, County shall not apply criteria or standards that would conflict with Applicable Law, the Project Approvals, or previously approved Subsequent Approvals. Consequently, County shall not use its authority to change the policy decisions reflected by the Project Approvals, expressly or otherwise, or to prevent, delay or modify development of the Project as contemplated by the Project Approvals, except in the case of a violation or other enforcement action.

8.1.4 The Parties acknowledge that certain Subsequent Approvals may legally require additional analysis under CEQA. In the event supplemental or additional environmental review is required for a Subsequent Approval, County shall limit such supplemental or additional environmental review to the scope of analysis mandated by CEQA and in consideration of the County's discretion to be exercised in connection with the Subsequent Approval. Consistent with the County's determination that the Project is exempt from CEQA pursuant to the Board's adopted findings related thereto, the County shall utilize, to the greatest extent legally possible, any applicable statutory or categorical exemptions from CEQA for any Subsequent Approval that is determined to be a discretionary approval.

8.1.5 In reviewing and acting on applications for Subsequent Approvals, County shall consider the Project and the proposed actions to be a priority project and shall act expeditiously and endeavor to expedite processing and apply the Project Approvals when considering the application and may only attach such conditions that are consistent with the Project Approvals.

8.1.6 As Subsequent Approvals are adopted and therefore become part of the Applicable Law to the Project, those Subsequent Approvals may refine the permitted uses, density, maximum height and size of buildings and other structures, provisions for reservation or dedication of land, and other terms and conditions applicable to the Project. Once approved Subsequent Approvals are vested under the Agreement during the Term thereof. The County shall not use the Subsequent Approval process to reduce the height, density, types of permitted and accessory uses, number of units, area of the buildings and development area, alter setbacks, parking requirements or other development standards within the Project or other program elements.

8.2 Process.

8.2.1 All applications for Subsequent Approvals shall be reviewed for substantial conformity with the Project Approvals, in particular the Development Plan, and substantial conformity with any prior (or concurrent) Subsequent Approvals. The County shall

not disapprove, require changes from or impose conditions inconsistent with the Project Approvals, or Subsequent Approvals it has previously approved, provided that the current submittal is consistent with any matter previously approved. A table depicting the Subsequent Approval process for the Project's permit applications is set forth in Exhibit H

8.2.2 Applications for a Subsequent Approval shall be submitted to the Director. The Director shall review the application as expeditiously as practicable and advise the applicant in writing that the application is complete or that additional materials or information are required within thirty (30) calendar days of submittal. If the Director determines that the application is not complete and additional materials or information is required, then upon resubmittal of the additional materials and information, the Director shall make a good faith effort to advise the applicant in writing within fourteen (14) calendar days that the submittal is complete or whether and what specific additional materials or information is still required. Upon the Director's determination that the application is complete, the County shall make a good faith effort to expeditiously process and take an action on the complete application within thirty (30) calendar days of being deemed complete. The Director's action may be to approve, approve with conditions not inconsistent with Applicable Law, deny, or continue the application for redesign, if necessary. If the Director disapproves an application in whole or in part, the reasons for such disapproval shall be provided to the applicant. Any revisions or resubmittals shall be reviewed within the time-frames provided herein.

8.2.3 Applications for permits, including but not limited to those listed in Section 8.1.1, that substantially conform to the Development Plan shall be reviewed and if deemed complete and requiring no further CEQA review consistent with the applicable laws shall be approved ministerially by the Director consistent with the intent and regulations adopted with this Agreement.

8.2.4 Applications for permits that are not substantially consistent with the Development Plan due to a material deviation from the Development Plan or that require exceptions or exemptions to any applicable standards shall be processed as a Minor Amendment, unless said permits require a Major Amendment as determined in the Director's sole discretion. All Minor Amendments, including any non-administrative exceptions or exemptions to any standards under County Laws shall be processed pursuant to the procedures contained in Section 18.124.130B of the Napa County Code.

8.2.5 Owner shall pay the County any and all processing fees imposed by the Board's current Fee Resolution in effect at the time of the application, including the establishment of an hourly fee application agreement and initial deposit. Owner acknowledges that fees may include, but not be limited to Planning, Building, Engineering, Public Works, Fire, Environmental Health and County Counsel staff time; required consultant service billed rates; production or reproduction of materials and exhibits; public notice advertisements; and postage.

8.3 Standards to be Addressed in Certain Subsequent Approvals.

8.3.1 Applications for building or grading permits shall demonstrate compliance with the effective State Minimum Fire Safe Regulations ("State Fire Regulations") by providing sufficient details, plans, and profiles depicting emergency ingress and egress in conformity with

the design standards for commercial roadways. Nothing in this Section or the Project Approvals prohibits the County from granting certain exceptions administratively (without a hearing before the Planning Commission) to the State Fire Regulations or the County's Road & Street Standards promulgated thereunder, provided that said exceptions are allowed under said State Fire Regulations or County Road & Street Standards and further provided that the Project Approvals or building or grading permit applications are otherwise ministerial. Any road depicted on the Development Plan may be designed in an alternative manner provided it complies with the effective State Fire Regulations.

8.3.2 Applications for building or grading permits that involve new earth-disturbing activities shall provide topographic information, including cross-sections, to depict sufficient information and data that demonstrates through Napa County's Slope Determination Methodology that the percent slope for the proposed project do not exceed those uses prohibited without an exemption or an exception.

8.3.3 Applications for building or grading permits shall describe the project metrics and corresponding submittal requirements as described in Napa County's BASMAA Post-Construction Manual Table 1-1- Requirements at a Glance, 'Regulated Projects'. The project will demonstrate a low impact development approach by implementing Provision E.12 of the Phase II Small MS4 General Permit in order to control pollutants in runoff from newly created or replaced impervious surface.

8.3.4 Applications for permits shall contain a project description that describes the proposed improvement, including the number, size, type and use, and sufficient information on how the proposed improvement conforms to the Development Plan, and whether there are additional licenses and/or approvals required from Federal, State, or other public or quasi-public agencies, or private third parties.

8.3.5 Applications for permits shall contain sufficient information for the Director to determine whether the infrastructure in place or proposed infrastructure adjacent thereto is adequate to serve the Project development.

8.3.6 The Director may require technical information and studies if in Director's sole discretion such additional study is required to determine conformance with Applicable Laws.

8.4 Conflicts. In case of conflicts, Section 7.2 shall govern the precedence.

8.5 Modifications to the Development Plan or Subsequent Approvals.

8.5.1 Any modification to the Development Plan or other Subsequent Approval that is not deemed a Major Amendment, as defined in Section 14.2.1 below, shall be deemed a Minor Amendment. Any amendment that in the aggregate increases the intensity of the permitted uses of the Property, increases the allowed density or intensity of the use of the Property, or substantially alters the intent of the Development Plan shall be deemed a Major Amendment and shall require giving of notice and a public hearing before the Planning Commission. A reconfiguration of buildings or infrastructure, including a consolidation of units or uses shall not

be considered a Major Amendment, unless it increases the aggregate area of development or overall intensity of use.

8.5.2 The Director shall have the sole discretion to determine if an amendment is a Major Amendment or a Minor Amendment.

8.5.3 The Director shall, by written decision, approve, with or without conditions, Minor Amendments provided that the following determinations are made by the Director: (i) the requested project approval involves a material deviation that does not constitute a Major Amendment; (ii) the requested project approval will not be materially detrimental to the public health, safety, and welfare or injurious to the Property or improvements in the vicinity of the Property; and (iii) the grant of the Minor Amendment will be consistent with the general purposes and intent of the Project Approvals.

8.6 Appeals. Any appeals of a discretionary decision of the Director and any decision of the Planning Commission or the Zoning Administrator may be appealed to the Board in accordance with the standard procedures established under County Law.

9. Vested Rights.

9.1 During the Term of this Agreement, except as otherwise provided herein, the permitted uses and rules applicable to the development, use, and operation of the Property, including, but not limited to the Temporary Uses, density and intensity of uses, the approximate location and designs of any buildings, structures, streets, paths, or other improvements, building coverage areas, setbacks, parking standards, and other improvement standards, shall be those set forth in this Agreement, Existing County Laws, the Project Approvals, and subsequently approved Subsequent Approvals (the “**Vested Rights**”).

9.2 During the Term of this Agreement, Owner shall have Vested Rights (but not the obligation) to develop the Project subject only to, and in accordance only with, the Applicable Law. County’s regulation of the Project and its development and operation, including without limitation, any discretion exercised by the County on any and all Project Approval(s), shall occur pursuant to, and in accordance with, only the Applicable Law except as otherwise stated herein. County shall not prevent development or use of the Property that substantially conforms to the Project Approvals and this Agreement, require Owner to modify or redesign any building which substantially complies with the Applicable Laws or, except as otherwise provided herein, the time and manner that Owner seeks to develop, construct, and operate the Project during the Term.

9.3 During the Term of this Agreement, or while this Agreement is otherwise in legal effect as relates to any portion of the Project, all of the following shall apply:

9.3.1 This Agreement shall provide and shall control over any and all other claims of Vested Rights of the Project (and Property) by either Party. For example, if a conflict is presented between the Vested Rights provided under this Agreement and the vested rights provided under some other right or permits obtained by Owner, the vested rights provided by this Agreement shall prevail and control over any and all other vested rights of the Project and/or Party or Parties might otherwise hold or claim.

9.3.2 The Vested Rights provided by this Agreement shall terminate as provided by this Agreement, provided that upon termination of this Agreement the County may continue to process applications for permits for development on the Resort Property consistent with the Development Plan processes and Development Standards adopted by this Agreement unless the County takes legislative action to terminate Owner's rights consistent with County Law. All project components, improvements and development that occurred under the terms of this Agreement shall be considered legal conforming notwithstanding the termination of Vested Rights as provided by the Agreement.

9.3.3 Notwithstanding anything to the contrary set forth herein, Owner shall have the Vested Right to develop the Project in phases and in the order, at the rate and at the time as market conditions dictate, subject to the terms and conditions of this Development Agreement. Notwithstanding that Owner has a Vested Right to develop the Project consistent with the Approvals and Applicable Law, Owner shall have no obligation to commence construction of any phase of the Rehabilitation Project; provided, however, it is expressly understood that the County is not obligated to issue Owner a certificate of occupancy for any phase unless Owner demonstrates that improvements necessary to support such a phase have either been installed or Owner has provided the County adequate security in the form of a bond, letter of credit, or other surety approved by the County.

9.4 Nothing herein is intended to vest Owner to any environmental approvals that may be required in connection with the future development of the Property which may be required to comply with CEQA.

10. Other Governmental Permits. Owner shall apply for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development or operation of the Project, which may include the California Department of Fish and Wildlife and the California Regional Water Quality Control Board for stream crossings. County shall reasonably cooperate with Owner in its endeavors to obtain such permits and approvals.

11. Temporary Uses. Owner shall be allowed to develop, maintain, and operate the Temporary Uses as generally identified in the Notice of Intent for a period of five (5) years after the Effective Date; provided, however, that one-year extensions may be granted by the Director for good cause. The Director shall process all requests for extensions as a Minor Amendment. Meadowood Associates' rights and obligations under this Agreement as an Owner are limited to the Temporary Uses that are located on the NV Reserve Property, and all rights and obligations hereunder shall automatically terminate upon the termination of all Temporary Uses on the NV Reserve Property. Meadowood Resort's rights and obligations under this Agreement shall include all of those Owner rights and obligations that are not held by Meadowood Associates, which shall continue during the Term notwithstanding the termination of Temporary Uses on the NV Reserve Property. Notwithstanding the requirement in this Section to terminate the Temporary Uses on the NV Reserve Property, Owner shall be permitted to request the ability to retain any improvements associated with the Temporary Uses provided that Owner, by use permit modification, can demonstrate the improvements are used consistent with the regulations and approvals applicable to the NV Reserve Property.

12. Public Benefits. Owner shall endeavor to provide County, its residents, and the surrounding region with the Public Benefits set forth below and, in exchange, County shall grant the permits and approvals required for the development, use, and operation of the Project in accordance with procedures provided by Applicable Law and in this Agreement.

12.1 Conformance with the updated 2021 State Minimum Fire Safe Regulations (as currently drafted as of the date of this Agreement or as may be amended), which includes the widening and extending of historic access roads over dramatically varied topography for CalFire engine access, as well as the creation of a secondary emergency evacuation route that can be used by emergency personnel, Madrone Knoll residents, and Meadowood during an emergency.

12.2 The return of one of Napa County's largest employers and local revenue generators.

12.3 The return of County Transient Occupancy Tax payments annually.

12.4 An improved community gathering space for non-profit fundraisers and other community events.

12.5 The construction of a new, state-of-the-art wastewater treatment system for all uses on the Meadowood Estate and Madrone Knoll as depicted in the Development Plan, which will include an upgrade from secondary treatment to tertiary treatment of wastewater capable for irrigation use and will implement water conservation and efficiency measures to reduce the use of water.

13. Easements; Improvements; Abandonments. County shall reasonably cooperate with Owner and any federal, state or local agencies in connection with any arrangements for abandoning or vacating existing easements, right-of-ways, utilities, or facilities, including groundwater wells and pipelines, and the relocation thereof or creation of any new easements, right-of-ways, utilities, or facilities within the County in connection with the development of the Project. Any location or relocation of new or existing easements, rights-of-way, utilities or facilities, public or private, shall be processed as a Minor Amendment, notwithstanding if said location or relocation is located outside of the Property. If any such easement, right-of-way, utility, or facility is owned by County, County shall, at the request of Owner, take such action and execute such documents as may be reasonably necessary to abandon that existing easement, right-of-way, utility, or facility and relocate them, as necessary or appropriate in connection with the development of the Project.

14. Agreement Amendment, Cancellation or Suspension.

14.1 Modification Because of Conflict with State or Federal Laws. In the event that Laws or regulations enacted after the Adoption Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require substantial and material changes in the Project or Project Approvals, the Parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such change in Laws. Any such amendment of the Agreement shall be approved by the Board, in accordance with existing local laws and this Agreement.

14.2 Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties and in accordance with the procedures of State law, the County Code, and this Agreement.

14.3 Major Amendments. Any Major Amendment to the Agreement shall require the County's approval through the Board in accordance with Applicable Law. The term "**Major Amendment**" is defined to include the following: (a) any change to the term of this Agreement beyond the Term; (b) any changes to the permitted uses allowed under the Project Approvals or any changes that in the aggregate increases the allowed density or intensity of use of the Project; or (c) any changes to provisions in this Agreement or the Project Approvals related to monetary contributions or payments by Owner.

14.4 Minor Amendment. A "**Minor Amendment**" is any amendment of this Agreement other than a Major Amendment, including waiver of conditions for the benefit of another party and modifications to the conditions to the Approvals, provided that the Director finds that, on the basis of substantial evidence, the changed measures or conditions are substantially equivalent to or more effective. A Minor Amendment may be approved by means of a written agreement, without a public hearing, by the Director.

14.5 Amendment Exemptions. No Subsequent Approval shall require an amendment to this Agreement. Upon approval of any Subsequent Approval, the meaning of the term "Project Approval" as used in this Agreement shall be amended to reflect the approved amendment to the Project Approval, and, along with any Subsequent Approval or amendment to a Subsequent Approval, shall be deemed to be incorporated automatically into the Project and vested under this Agreement (subject to any conditions set forth in the Subsequent Approval or amendment). Notwithstanding the foregoing, in the event of any direct conflict between the terms of this Agreement and a Subsequent Approval, or between this Agreement and any amendment to a Project Approval or Subsequent Approval, Section 7.2 shall govern.

14.6 Cancellation by Mutual Consent. This Agreement may be terminated in whole or in part by the mutual consent of all the Parties or their successors in interest, in accordance with the provisions of Applicable Law. Any fees or payments of any kind paid pursuant to this Agreement prior to the date of mutual termination shall be retained by County.

14.7 Suspension by County. County may suspend a portion of this Agreement, if it finds, in its reasonable discretion, that suspension is necessary to protect persons or property from a condition which would create an immediate and serious risk to the physical health and safety of the general public or residents or employees who are occupying or will occupy the Property, such as might be the case in the event of a major earthquake or natural disaster of similar magnitude.

15. Transfers and Assignments.

15.1 Transfers Generally. Subject to the terms of this Section 15.1, Owner shall have the right to sell, lease, transfer, encumber or assign the Property in whole or in part to any person or entity (the "**Transferee**") at any time without the consent of County. Any sale or transfer of the Property shall include the assignment and assumption of all rights, duties, and obligations

arising from this Agreement to the Transferee for the Property or portion thereof. Owner shall no longer be obligated under this Agreement for the respective portion of the Property it owns if that Owner is not in default under this Agreement at the time of the sale or transfer. Owner shall provide written notice to the County within 30 days after the effective date of any sale or transfer of its interest in all or any portion of the Property or any of its interests, rights, and obligations under this Agreement. Upon the completion of such sale or transfer, the Transferee shall be deemed a Party to this Agreement.

15.2 Effect of Transfer; Agreement Binding on Successors and Assigns. The burdens of this Agreement are binding upon, and the benefits of this Agreement inure to all successors in interest of the Parties to this Agreement, and constitute covenants that run with the Property. To provide continued notice, the Parties will record this Agreement as set forth herein.

15.3 Constructive Notice. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is, and shall be, constructively deemed to have consented to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property and undertakes any development activities on the Property is, and shall be, constructively deemed to have consented to, and is obligated by, all of the terms and conditions of this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

16. Lender Obligations and Protections.

16.1 Encumbrances on Property. The Parties agree that this Agreement shall not prevent or limit Owner in any manner from encumbering the Property, any part of the Property, or any improvements on the Property with any Mortgage.

16.2 Mortgagee Obligations. A Mortgagee who is not in legal possession of the Property or any portion thereof shall not be subject to the obligations or liabilities of the Owner under this Agreement, including the obligation to construct or complete construction of improvements or pay fees. A Mortgagee in legal possession shall not have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to pay, perform, or provide any fee, dedication, improvements, or other imposition. A Mortgagee in legal possession of the Property or any portion thereof shall be entitled to use the Property, or in Mortgagee's discretion, to construct any improvements on the Property in accordance with the Project Approvals if Mortgagee fully complies with the terms of this Agreement; provided, however, that a Mortgagee shall not have any obligation or duty under this Agreement or the Project Approvals to construct or complete the construction of improvements or to pay, perform or provide any fee, dedication, improvement or other imposition.

16.3 Mortgage Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, after the date of recording this Agreement, including the lien for any deed of trust or Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be

binding upon and effective against any Person or entity, including any Mortgagee that acquires title to the Property, or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise, and any such Mortgagee or successor to a Mortgagee that takes title to the Property or any portion thereof shall be entitled to the benefits arising under this Agreement.

16.4 Notice of Default to Mortgagee; Right of Mortgagee to Cure. If County receives notice from a Mortgagee requesting a copy of any notice of Default or a Certificate of Non-Compliance (as defined in Section 18.4) sent to Owner under this Agreement and specifying the address for service thereof, then County shall deliver to such Mortgagee, concurrently with service thereon to Owner, any notice sent to Owner with respect to any claim by County that Owner is in Default and/or not in compliance as described in a Certificate of Non-Compliance. Each Mortgagee shall have the right during the same period available to Owner to cure or remedy, or to commence to cure or remedy, the Default or non-compliance as provided in this Agreement; provided, however, that if the Default, non-compliance or Certificate of Non-Compliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee may seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall thereafter remedy or cure the Default, noncompliance or Certificate of Non-Compliance within 90 days after obtaining possession. If any such Default, noncompliance or Certificate of Non-Compliance cannot, with diligence, be remedied or cured within such 90-day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such Default, noncompliance or Certificate of Non-Compliance (including but not limited to proceeding to gain possession of the Property) if such Mortgagee commences cure during such 90-day period, and thereafter diligently pursues completion of such cure to the extent possible.

17. Estoppel Certificate. Any Party may, at any time, deliver written notice to any other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, (c) the requesting Party is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe therein the nature and amount of any such Default, and (d) such other information as may reasonably be requested. A party receiving a request hereunder shall execute and return such certificate within 30 days following the receipt thereof. The County Executive Officer, or the County Executive Officer's designee, shall have the right to execute any certificate requested by Owner hereunder. County acknowledges that a certificate hereunder may be relied upon by the requesting Party, Transferees, lenders, and Mortgagees.

18. Annual Review.

18.1 Review Date. The annual review date for this Agreement shall occur each year on the anniversary date of the Effective Date of this Agreement (the "**Annual Review Date**").

18.2 Required Information. Not more than 60 days and at least 45 days prior to the Annual Review Date, Owner shall provide a letter to the Director demonstrating good faith compliance with this Agreement. For purposes of this Section 18 and all subsections therein, any letter from Meadowood Resort shall satisfy any and all compliance review submittal obligations

of Owner. Meadowood Associates shall have no further obligations after all Temporary Uses on the NV Reserve Property cease to be in operation; provided that Owner complies with the obligations set forth in Section 11 for retaining any Project improvements on the NV Reserve Property initially allowed as part of the Temporary Uses.

18.3 County Report. Within 40 days after Owner submits its letter, County shall review the information submitted and all other available evidence on compliance with this Agreement. All such available evidence including public or non-privileged staff comments and final staff reports, if any, shall, upon receipt by County, be made available as soon as practicable to Owner. County shall notify Owner in writing whether it has complied with the terms of this Agreement. If County finds Owner in compliance, County shall issue a Certificate of Compliance to Owner. If County finds Owner is not in compliance, County shall issue a Certificate of Non-Compliance, together with any available evidence of such non-compliance, after complying with the procedures set forth in Section 18.4. County's failure to timely complete the annual review is not deemed to be a waiver of the right to do so at a later date.

18.4 Non-Compliance with Agreement; Hearing. If County, on the basis of substantial evidence, finds that an Owner has not complied with the terms of this Agreement, it shall specify in writing, together with any available evidence of such non-compliance, with reasonable specificity, the respects in which Party has failed to comply. County shall specify a reasonable time for Owner to respond, to provide additional evidence of compliance, and/or to meet the terms of compliance, which time shall be not more than thirty (30) days, but may be extended by the Director where reasonably related to the time necessary for the Owner to adequately bring its performance into compliance; provided, however, that if the non-compliance solely involves a monetary Default, then County may require payment in thirty (30) days. If Owner has failed to meet the terms of compliance after the required time period and County, on the basis of substantial evidence, continues to find that Owner has not complied, County shall issue a Certificate of Non-Compliance that describes, with reasonable specificity, the reasons for the determination ("**Certificate of Non-Compliance**").

If County issues a Certificate of Non-Compliance, the Board shall conduct a hearing within 30 days of issuance, or at the next available, regularly scheduled hearing thereafter. The County shall give Owner not less than twenty (20) calendar days written notice of the hearing and copies of the evidence upon which County made its determination. The Owner will be given the opportunity to present evidence at the hearing. If the Board determines that the Owner is not in compliance with this Agreement, it may proceed to utilize County's rights and remedies, including modifying or terminating this Agreement.

18.5 Appeal of Determination. The Board's decision as to Owner's compliance shall be final, and any Court action or proceeding to attack, review, set aside, void, or annul any decision of the determination by the Board shall be commenced within 90 days of the final decision by the Board.

18.6 Costs. Costs reasonably incurred by County in connection with the annual review and related hearings shall be paid by Owner in accordance with the County's schedule of fees and billing rates for staff time in effect at the time of review.

18.7 No Limits on Remedies for Default. The rights and powers of the County under this Section are in addition to, and shall not be limited to, the rights of the County to terminate or take other action under this Agreement on account of an event of Default; provided that failure to conduct annual review by either Party shall not be considered a Default by either party.

19. Indemnification. Owner shall indemnify, defend, and hold harmless County, County's designee, and their respective elected and appointed councils, boards, commissions, officers, agents, employees, volunteers and representatives from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death or physical property damage) and from any and all claims, demands, and actions in law or equity (including attorneys' fees and litigation expenses) (collectively, "**Claims**") by any third party, that may arise, directly or indirectly, from the acts, omissions, or operations of Owner, or Owner's agents, contractors, subcontractors, agents, or employees pursuant to this Agreement.

Notwithstanding the foregoing, Owner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of County or their respective contractors, subcontractors, agents or employees, or by any one or more persons directly or indirectly employed by or acting as an agent for Owner or any of Owner's contractors or subcontractors.

The indemnity under this Section 19 shall survive termination of this Agreement. Except as otherwise provided herein, Owner shall timely pay all costs incurred by County in defending Claims or challenges, and Owner shall be solely responsible to pay, in a timely manner and on County's behalf, any and all awards of money damages, attorney fees and court costs against County resulting from such Claims.

Meadowood Associates shall have no further obligations under this Section 19 after all Temporary Uses on the NV Reserve Property cease to be in operation in accordance with this Agreement; provided that Owner complies with the obligations set forth in Section 11 for retaining any Project improvements on the NV Reserve Property initially allowed as part of the Temporary Uses.

20. Default. Subject to Section 18, a Party's violation of any material term of this Agreement or failure by any Party to perform any material obligation of this Agreement required to be performed by such Party shall constitute a default (the "**Default**").

20.1 Default by Owner. Pursuant to California Government Code Section 65865.1, if County determines, following a noticed public hearing and on the basis of substantial evidence, that Owner has not complied in good faith with Owner's obligations pursuant to this Agreement, County shall, by written notice to Owner, specify the manner in which Owner has failed to comply and state the steps Owner must take to bring itself into compliance. If Owner does not initiate steps reasonably necessary to bring itself into compliance within thirty (30) days after receipt of the County's written notice, Owner shall be deemed to be in Default and County may then: (1) seek a modification of this Agreement, (2) terminate this Agreement, or (3) seek any other available legal or equitable remedies as provided in this Agreement or in law, including specific performance.

20.2 Default by County. If County has not complied with any of its obligations and limitations under this Agreement, Owner shall by written notice to County specify the manner in which County has failed to comply and state the steps necessary for County to bring itself into compliance. If County does not initiate steps reasonably necessary to bring itself into compliance within 30 days after receipt of the written notice from Owner, and thereafter diligently pursue such steps to completion, then County shall be deemed to be in default under the terms of this Agreement. Owner may then exercise any or all of the following remedies: (1) seek a modification of this Agreement; (2) terminate this Agreement; (3) withhold payments that might be otherwise due to County under this Agreement; and/or (4) seek specific performance or pursue other available legal and/or equitable remedies.

20.3 Remedies for Default. Subject to the notice and opportunity to cure provisions in Section 20.4 below, the available remedies for any Party in the event of a Default by the other Party (except with respect to a payment Default) shall be an action in mandamus, or for damages, specific performance, or other injunctive or declaratory relief. In addition, upon the occurrence of a Default and subject to the procedures described in Section 20.4, the non-defaulting Party shall have the right to terminate this Agreement, but any such termination shall not affect such Party's right to seek such remedies as are provided for in this Agreement on account of the Default for which this Agreement has been terminated, and shall be subject to the procedures specified in this Agreement. Any legal action by a Party alleging a Default shall be filed within 180 days from the end of the default procedure described in Section 20.4.

20.4 Procedure Regarding Defaults. A Complaining Party shall not exercise any of its remedies as the result of a Default unless the Complaining Party first gives notice to the Party in Default as provided in Section 20.4.1, and the Party in Default fails to cure such Default within the applicable cure period.

20.4.1 Notice; Meet and Confer. The Complaining Party shall give written notice of Default to the Party in Default specifying the Default alleged by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any Default nor shall it change the time of Default.

Before sending a Notice of Default, the Party which may assert that the other Party has failed to perform or fulfill its obligations under this Agreement shall first attempt to meet and confer with the other Party to discuss the alleged failure and shall permit such Party a reasonable period, but not less than ten (10) days, to respond to or cure such alleged failure; provided, however, the meet and confer process shall not be required (i) for any failure to pay amounts due and owing under this Agreement or (ii) if a delay in sending a notice pursuant to this Section 22.1 would materially and adversely affect a Party or its rights under this Agreement. The Party asserting such failure shall request and if, despite the good faith efforts of the requesting Party such meeting has not occurred within seven (7) business days of such request, such Party shall be deemed to have satisfied the requirements of this Section 20.4.1 and may proceed in accordance with the issuance of a Notice of Default.

20.4.2 Cure. The Party in Default shall have 30 days from receipt of the Notice of Default to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged Default is such that it cannot practicably be cured within such 30-day period, then

it shall not be considered a Default during that 30-day period so long as: (a) the cure was commenced at the earliest practicable date following receipt of the notice; (b) the cure was reasonably prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than 30 days after the curing Party's receipt of the notice), the curing Party provided written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure was completed at the earliest practicable date. The Party in Default shall diligently endeavor to cure, correct or remedy the matter complained of, provided such cure, correction or remedy shall be completed within the applicable time period set forth herein after receipt of written notice (or such additional time as may be agreed to by the Complaining Party to be reasonably necessary to correct the matter).

20.4.3 Failure to Assert. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

21. Attorneys' Fees and Costs.

21.1 Legal Actions by Parties to the Agreement. If either Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against another Party by reason of a Default, or otherwise arising out of this Agreement, the prevailing Party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees (including, without limitation, costs and expenses), which shall be payable whether or not such action is prosecuted to judgment. "**Prevailing Party**" within the meaning of this Section 21 shall include, without limitation, a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

21.2 Legal Actions by Third Parties. If any person or entity not a Party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement, the Project Approvals or the Subsequent Approvals, the Parties shall cooperate in defending such action. Owner shall bear its own costs of defense as a real party in interest in any such action and timely reimburse County for all costs (including court costs) and attorneys' fees incurred by County in defense of any such action or other proceeding. For purpose of this provision, "timely" reimbursement means full payment by Owner of all costs incurred by County, as applicable, not later than 45 days following Owner's receipt of an invoice from County describing costs previously incurred by County in defense of such action. In its sole discretion, Owner may tender its defense of such action to County or defend the action itself. Upon tender of defense to Owner by County, Owner shall defend through counsel approved by County, which approval shall not be unreasonably withheld, and Owner shall bear all attorneys' fees and costs from the date of tender.

21.3 Third Party Court Action/Limitation on Action. If any court action or proceeding is brought by any third party to challenge any Project Approval or this Agreement,

then (a) Owner shall have the right to terminate this Agreement upon 30 days' notice, in writing to County, given at any time during the pendency of such action or proceeding, or within 90 days after the final determination therein (including any appeals), irrespective of the nature of such final determination, and (b) any such action or proceeding shall constitute a Permitted Delay(s).

22. Surviving Provisions. In the event this Agreement is terminated or cancelled, neither Party shall have any further rights or obligations hereunder, except for those rights or obligations under any provision that, by its express terms, survives the expiration and termination of this Agreement, including but not limited to Sections 9.3.2 and 19.

23. Agreement Runs with the Land. All of the provisions, agreements, rights, terms, powers, standards, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other Persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California, and the burdens and benefits shall be binding upon and inure to the benefit of each of the Parties and their respective heirs, successors (by merger, consolidation, or otherwise), assigns, devisees, administrators, representatives, and lessees.

24. Excuse for Nonperformance. Notwithstanding anything to the contrary in this Agreement, the Parties shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God; fire; earthquake; flood; explosion; action of the elements; war; civil unrest; pandemic; quarantine restrictions; invasion; insurrection; riot; mob violence; sabotage; inability to procure or shortage of labor, equipment, facilities, materials or supplies in the open market; failure of transportation; freight embargoes, strikes; lockouts; labor disputes; condemnation; requisition; changes in laws; litigation; orders of governmental authority; the failure of any governmental agency, public utility or communication or transportation provider to issue a permit, authorization, consent, or approval required for development, construction, use, or operation of the Project or portion thereof within typical, standard or customary timeframes; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the Party claiming the extension of time to perform (a "**Permitted Delay**"). The Party claiming such extension shall send written notice of the claimed extension to the other Party within 30 days from the commencement of the cause entitling the Party to the extension.

25. Third Party Beneficiary. This Agreement is made and entered into solely for the protection and benefit of the Parties, and their respective successors and assigns, and no other Person shall have any right of action based upon any provision in this Agreement.

26. Notice. Any notice to any Party required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and given by delivering the same to such party in person or by sending the same by registered or certified mail, or express mail, return receipt requested, with postage prepaid, to the Party's

mailing address. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

| | |
|--|--|
| County: | Napa County 1195 Third Street, Suite 310 Napa, California 94559 Attn: County Executive Officer |
| <i>With a copy to:</i> | Napa County Counsel 1195 Third Street, Suite 301 Napa, California 94559 |
| <i>With a copy to:</i> | Napa County Planning, Building, & Environmental Services Attn: Director 1195 Third Street, Second Floor Napa, California 94559 |
| Meadowood Resort: | Meadowood Resort LLC 900 Meadowood Lane St. Helena, CA 94574 Attn: Owner Representative |
| Meadowood Associates & HMS: | Meadowood Associates, LP 1030 Main Street, Suite 300 St. Helena, CA 94574 Attn: Owner Representative |
| <i>With an Owner copy to:</i> | Kevin Teague Holman Teague Roche Anglin, LLP 1455 First Street, Suite 217 Napa, CA 94559 |
| <i>With an Owner copy to:</i> | Jeff Dodd Coblentz Patch Duffy & Bass LLP 700 Main St, Suite 301 Napa, CA 94559 |

Any Party may change its mailing address at any time by giving written notice of such change to the other Party in the manner provided herein at least ten (10) days prior to the date such change is affected. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

27. Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any Person, entity or circumstance shall, to any extent,

be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to Persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

28. Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default. No express written waiver of any Default shall affect any other Default, or cover any other period of time, other than any Default and/or period of time specified in such express waiver. Except as provided in Section 20.3, all of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

29. Applicable Law and Venue. This Agreement, and the rights and obligations of the Parties, shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that any lawsuit or legal proceeding arising hereunder shall be heard in the Federal District Court in the Northern District (San Francisco branch) if in federal court or the Napa County Superior Court if in California Superior Court.

30. Further Assurances. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to use good faith efforts to take all actions and do all things as may reasonably be necessary or appropriate to carry out this Agreement, the Project Approvals and Subsequent Approvals, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or appropriate to achieve the purposes and objectives of this Agreement, the Project Approvals and Subsequent Approvals.

31. Not a Public Dedication. Except as provided herein and in the Project Approvals, nothing contained herein shall be deemed to be a gift or dedication of the Property to the general public, for the general public.

32. Entire Agreement. This Agreement and the Exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Agreement.

33. Form of Agreement; Entirety; Recordation; Exhibits. This written Agreement, which consists of __ pages and eight (8) exhibits (Exhibits "A" through "H", contains the entire agreement between the Parties with respect to its subject matter. Except as otherwise specified

herein, any prior correspondence, memoranda, agreements, warranties or representations by, among and between the Parties are superseded in total by this Agreement. The County shall cause this Agreement, any amendment hereto and any termination of any parts or provisions hereof, to be recorded, at Owner's expense, with the County Recorder within ten (10) days of the Adoption Date, the date of the approval of an amendment hereto, or the date of termination of any parts or provisions hereof, as applicable. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original.

| EXHIBIT DESIGNATION | DESCRIPTION |
|------------------------|---------------------------------------|
| A | Resort Property Legal Description |
| B | NV Reserve Property Legal Description |
| C | Site Plan |
| D | Notice of Intent |
| E | Development Plan |
| F | Development Summary |
| G | Development Standards |
| H | Subsequent Approval Process Chart |

34. Construction of Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning in order to achieve the objectives and purposes of the Parties, and not strictly for or against any Party. The captions and headings are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. The exhibits to this Agreement are intended to be and shall be incorporated into this Agreement as if stated fully herein. The use in this Agreement of the words "including", "such as" or words of similar import when following any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific items or matters, whether or not language of non-limitation, such as "without limitation" or "but not limited to", or words of similar import, are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter. This Agreement has been reviewed and revised by legal counsel for Owner and County, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

35. Signature Pages. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages in counterparts which, when attached to this Agreement, shall constitute this as one complete Agreement.

36. Time Is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

37. Enforcement. Unless amended or canceled as provided in Section 14.6 of this Agreement, or modified or suspended pursuant to California Government Code Section 65869.5, this Agreement is enforceable by either Party despite any change in any applicable general or specific plan, zoning, subdivision, or building regulation or other applicable ordinance or regulation adopted by County that purports to apply to any or all of the Property.

38. Non-Liability of County Officers and Employees. No official, officer, director, employee, agent, or representative of either Party shall be personally liable to the other Party or its successors and assigns for any loss arising out of or connected with this Agreement.

39. Authority to Execute. The persons executing this Agreement warrant and represent that they have the authority to execute this Agreement on behalf of the entity for which they are executing this Agreement. They further warrant and represent that they have the authority to bind their respective Party to the performance of its obligations under this Agreement.

40. Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

“MEADOWOOD RESORT”

MEADOWOOD RESORT, LLC,
a Delaware limited liability company

By:

Its:

“MEADOWOOD ASSOCIATES”

MEADOWOOD ASSOCIATES, a Limited
Partnership,
a California limited partnership

By:

Its:

“HMS”

HMS VINEYARDS LLC,
a California limited liability company

By:
Its:

“COUNTY”

NAPA COUNTY, a political subdivision of the
State of California

Ryan Gregory,
Chair of the Board of Supervisors

| | | |
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| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Laura J. Anderson (e-sign)</u> Deputy County Counsel</p> <p>Date: August 19, 2022</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p> |
|---|--|--|

EXHIBIT A

RESORT PROPERTY LEGAL DESCRIPTION

Land situated in the unincorporated area of St. Helena, County of Napa, State of California, described as follows:

PARCEL ONE:

Being all that portion of the Rancho Carne Humana, Sections 19, 30, Township 8 North, Range 5 West, and Sections 24 and 25, Township 8 North, Range 6 West, Mount Diablo Base and Meridian, described as follows:

BEGINNING at a 3/4" iron pipe in a stone mound on the Northerly line of the Rancho Carne Humana at the Northwest corner of the parcel of land described in the Deed to Fred H. Hunter, et ux, recorded May 28, 1958 in Book 569 at page 596 of Official Records of Napa County; thence South 17° 54' 10" West 131.24 feet to a 1-1/4" iron pipe set in concrete in an 18" live oak tree and shown on Map No. 2465, entitled, "Parcel Map of a Portion of the Lands of Henry Marolf, et al", filed December 12, 1973 in Book 5 of Parcel Maps, at page 80, in the office of the Napa County Recorder; thence South 58° 41' 50" West 378.43 feet to a nail and tag stamped L.S. 2799 set on top of the stone wall on the Southwest line of Meadowood Lane and being a point on the Northerly line of Parcel C shown on said Map No. 2465; thence along the Northerly line of said Parcel C, North 32° 59' 20" West 16.50 feet to a T-bar monument; thence South 58° 44' 30" West 308.31 feet to a T-bar monument; thence North 53° 37' 30" West 557.46 feet to a point which bears South 36° 43' 30" West 62.97 feet from a T-bar monument marking the most Easterly corner of Lot 43 shown on Map No. 1268 entitled, "Final Map of Meadowood Community Madrone Knoll Unit One", filed August 6, 1964 in Book 7 of Maps at pages 76-77 in the office of the Napa County Recorder; thence along the Northerly line of said Madrone Knoll Unit One, North 36° 43' 30" East 62.97 feet to a T-bar monument; thence North 19° 52' 30" West 183.81 feet to a T-bar monument; thence North 28° 25' 20" West 245.64 feet to a T-bar monument; thence North 52° 41' 20" West 118.61 feet to a T-bar monument; thence North 64° 19' 30" West 123.96 feet to a T-bar monument; thence North 76° 49' 50" West 136.02 feet to a T-bar monument; thence North 85° 22' 20" West 155.89 feet to a 3/4" iron pipe; thence South 17° 06' 40" West 57.26 feet to a 3/4" iron pipe; thence North 72° 54' 00" West 224.88 feet to a 3/4" iron pipe; thence North 13° 11' 00" West 104.92 feet to a T-bar monument; thence North 58° 40' 50" West 162.39 feet to a T-bar monument; thence North 66° 56' 50" West 215.06 feet to a T-bar monument; thence North 52° 10' 00" West 347.86 feet to T-bar monument; thence leaving said Northerly line of Madrone Knoll Unit One, North 29° 46' West 616.00 feet to a 3/4" iron pipe; thence North 15° 17' West 490.00 feet to a 3/4" iron pipe; thence North 1° 50' West 267.00 to a 3/4" iron pipe; thence North 28° 57' East 210.00 feet to a 3/4" iron pipe; thence North 72° 37' West 138.00 feet to a 3/4" iron pipe; thence North 25° 38' East 150.74 feet to a 3/4" iron pipe; thence South 72° 37' East 292.00 feet to a 3/4" iron pipe; thence South 25° 38' West 65.00 feet to a 3/4" iron pipe; thence South 64° 57' East 288.00 feet to a 3/4" iron pipe; thence South 26° 20' West 30.00 feet to a 3/4" iron pipe; thence South 49° 07' East 494.00 feet to a 3/4" iron pipe; thence South 12° 54' East 247.00 feet to a 3/4" iron pipe; thence North 50° 29' East 234.00 feet to a 3/4" iron pipe; thence South 39° 43' East 336.00 feet to a 3/4" iron pipe; thence South 51° 04' West 288.16 feet to a 3/4" iron pipe; thence South 86.18 feet to a 1-1/2" diameter brass

disc in concrete marking the corner common to Sections 24, 25, 19 and 30, Township 8 North, Ranges 5 and 6 West, Mount Diablo Base and Meridian; thence East 175.00 feet to a 3/4" iron pipe; thence South 73° 15' East 370.00 feet to a 3/4" iron pipe; thence South 40° 00' East 239.36 feet to a 3/4" iron pipe; thence South 72° 42' 50" East 350.00 feet to a 3/4" iron pipe; thence South 17° 17' 10" West 179.98 feet to a 3/4" iron pipe; thence South 72° 42' 50" East 370.00 feet to a 3/4" iron pipe; thence North 17° 17' 10" East 179.98 feet to a 3/4" iron pipe; thence South 72° 42' 50" East 280.00 feet to a 3/4" iron pipe on the Easterly side of a dirt road; thence South 18° 27' 02" East 821.22 feet to the point of beginning.

EXCEPTING THEREFROM Parcels One, Two, Three and Four as shown on the map entitled, "Parcel Map of the Lands of Meadowood Associates", filed April 12, 1990 in Book 17 of Parcel Maps at pages 64-66 in the office of the County Recorder of said Napa County.

APN 025-080-036

PARCEL TWO:

Parcel One, as shown on the map entitled, "Parcel Map of the Lands of Meadowood Associates", filed April 12, 1990 in Book 17 of Parcel Maps at pages 64-66 in the office of the County Recorder of said Napa County.

APN 025-080-032

PARCEL THREE:

Parcel Two, as shown on the map entitled, "Parcel Map of the Lands of Meadowood Associates", filed April 12, 1990 in Book 17 of Parcel Maps at pages 64-66 in the office of the County Recorder of said Napa County.

APN 025-080-033

PARCEL FOUR:

Parcel Three, as shown on the map entitled, "Parcel Map of the Lands of Meadowood Associates", filed April 12, 1990 in Book 17 of Parcel Maps at pages 64-66 in the office of the County Recorder of said Napa County.

APN 025-080-034

PARCEL FIVE:

Parcel Four, as shown on the map entitled, "Parcel Map of the Lands of Meadowood Associates", filed April 12, 1990 in Book 17 of Parcel Maps at pages 64-66 in the office of the County Recorder of said Napa County.

APN 025-080-035

PARCEL SIX:

An Easement for ingress, egress, roadway and utility purposes and all purposes incidental thereto over a strip of land 40 feet wide as described in the Deed to Meadowood Associates, a Limited Partnership, recorded December 3, 1987 in Book 1552 at page 940 of Official Records of Napa County.

EXHIBIT B

NV RESERVE PROPERTY LEGAL DESCRIPTION

Land situated in the unincorporated area of St. Helena, County of Napa, State of California, described as follows:

TRACT ONE:

Parcel A as shown on the map entitled "Parcel Map of a Portion of the lands of Henry Marlof et al", filed December 12, 1973, in Book 5 of Parcel Maps at Page 80, in the office of the County Recorder of Napa County.

APN 025-110-049 & 025-110-050

TRACT TWO:

PARCEL ONE:

All that real property situated in the County of Napa, State of California, being a portion of Parcel "C" as shown on Map No. 2465 filed December 12, 1973 in Book 5 of Parcel Maps at Page 80 in the Office of the Recorder of the County of Napa, said portion being more particularly described as follows:

Beginning at the Western corner of said Parcel "C"; thence along the Northwestern boundary thereof North $32^{\circ} 03'$ East 475.00 feet to the Northern corner thereof; thence along the Northeastern boundary thereof South $60^{\circ} 02'$ East 198.56 feet and South $53^{\circ} 06'$ East 169.15 feet; thence leaving said boundary of said Parcel "C" South $36^{\circ} 26' 44''$ West 320.28 feet; thence South $31^{\circ} 17' 17''$ East 63.30 feet; thence South $36^{\circ} 48' 14''$ West 174.98 feet, more or less to the Southwestern boundary of said Parcel "C"; thence along said Southwestern boundary, being the Northeasterly line of Silverado Trail, a County Road North $49^{\circ} 02' 00''$ West 301.11 feet and along a curve to the left having a radius of 630.00 feet through a central angle of $07^{\circ} 57' 00''$ an arc distance of 87.41 feet to the point of beginning of this description.

APN 025-110-064

PARCEL TWO:

Easements for water system and water pipelines and incidentals thereto as described in the document recorded February 25, 2004 as Series Number 2004-0006814 of Official Records of Napa County.

TRACT THREE:

PARCEL ONE:

All that real property situated in the County of Napa, State of California, being a portion of Parcel "C" as shown on Map No. 2465 filed December 12, 1973 in Book 5 of Parcel Maps at Page 80 in the Office of the Recorder of the County of Napa, said portion being more particularly described as follows:

Commencing at that angle point of the Northeastern boundary of said Parcel "C" which is the Northwestern terminus of the course shown as "S 53° 06' E 645.43 feet" on said Map; along said Northeastern boundary South 53° 06' East 169.15 feet to the True Point of Beginning of this description; thence leaving said boundary of said Parcel "C" South 36° 26' 44" West 320.28 feet; thence South 31° 17' 17" East 63.30 feet; thence South 36° 48' 14" West 174.98 feet, more or less to the Southwestern boundary of said Parcel "C"; thence along said Southwestern boundary, being the Northeasterly line of Silverado Trail, a County Road South 49° 02' 00" East 300.89 feet and along a curve to the left having a radius of 670.00 feet through a central angle of 04° 32' 02" an arc distance of 53.02 feet; thence leaving said Southwestern boundary North 36° 54' 00" East 404.08 feet; thence North 54° 33' 26" West 158.03 feet; thence North 35° 01' 04" East 141.78 feet to said Northeastern boundary of said Parcel "C" thence along said Northeastern boundary North 53° 06' 00" West 252.09 feet to the True Point of Beginning of this description.

APN 025-110-065

PARCEL TWO:

Easements for water system and water pipelines and incidentals thereto as described in the document recorded February 25, 2004 as Series Number 2004-0006814 of Official Records of Napa County.

TRACT FOUR:

All that real property situated in the County of Napa, State of California, being all of Parcel "B" as shown on Map No. 2465 filed December 12, 1973 in Book 5 of Parcel Maps at Page 80 in the Office of the Recorder of the County of Napa, together with a portion of Parcel "C" as shown on said Map No. 2465 and together with all of the lands of HMS Vineyards, LLC as described in the Grant Deed recorded August 20, 2008 as Series Number 2008-0021224 in the Official Records of the County of Napa, said lands of HMS Vineyards, LLC, Parcel "B" and portion of said Parcel "C" being more particularly described as a whole as follows:

Commencing on the Southwestern boundary of said Parcel "C", being the Northeastern line of Silverado Trail, a County Road at the Southeastern terminus of the course shown as "South 49° 02' 00" East 602.00 feet" on said Map No. 2465; thence along said Southwestern boundary and along a curve to the left having a radius of 670.00 feet through a central angle of 04° 32' 02" an arc distance of 53.02 feet to the True Point of Beginning of this description; thence leaving said Southwestern boundary North 36° 54' 00" East 404.08 feet; thence North 54° 33' 26" West 158.03 feet; thence North 35° 01' 04" East 141.78 feet to said Northeastern boundary of said Parcel "C" thence along said Northeastern boundary South 53° 06' East 224.19 feet, more or less to an angle point therein; thence continuing along the exterior boundary of said Parcel "C" North 59° 09' East 309.28 feet and South 30° 51' East 16.50 feet to the most Western corner of

Meadowood Lane as shown on said Map No. 2465; thence Southeasterly along the Southwesterly lines of Meadowood Lane as shown on said Map 1584.5 feet, more or less to the Northwesterly line corner of said lands described in said Series Number 2008-0021224; thence along said Westerly line North 36° 05' East to the Northeasterly line of said lands described in said Series Number 2008-0021224; thence Southeasterly along said Northeasterly line, on bearings and with distances given in said Series Number 2008-0021224 South 51° 00' East 186.08 feet, South 52° 32' East 55.56 feet, South 54° 04' East 132.45 feet, South 50° 41' East 76.33 feet, South 48° 29' East 147.62 feet, North 53° 56' 27" East 19.78 feet and South 41° 10' 36" East 323.35 feet to the most Southern corner of the 1.34 acre tract of land described in the Deed to O. Rouhe, et ux., of record in Book 243 at Page 124 of Official Records of Napa County; thence along the Southeasterly line of said 1.34 acre tract of land to the most Western corner of that certain parcel of land described as an Exception in said Series Number 2008-0021224; thence along the Southwesterly lines of said Excepted parcel described in said Series Number 2008-0021224 as "South 43° 01' East 254.14 feet to a nail tagged RCE 11649 in the center of pavement of said Meadowood Lane; thence along the approximate center line of said pavement South 41° 02' East 157.58 feet to a nail tagged RCE 11649 and South 49° 08' East 190.45 feet to a nail tagged RCE 11649; (and) thence East" to the East line of the Carne Humana Rancho, being the East line of said lands described in said Series Number 2008-0021224; thence South along said Carne Humana Rancho line to the Northerly line of the County Road leading from St. Helena to Pope Valley, being the Southeasterly line of said lands described in said Series Number 2008-0021224; thence Southwesterly along said line of said County Road to the most Southern corner of said lands described in said Series Number 2008-0021224, which is shown as the most Eastern corner of said Parcel "B" on said Map No. 2465; thence Southwesterly, Northerly and Northwesterly along the exterior boundary lines of said Parcel "B" 4011.72 feet, more or less, to the True Point of Beginning of this description.

APN 025-110-066

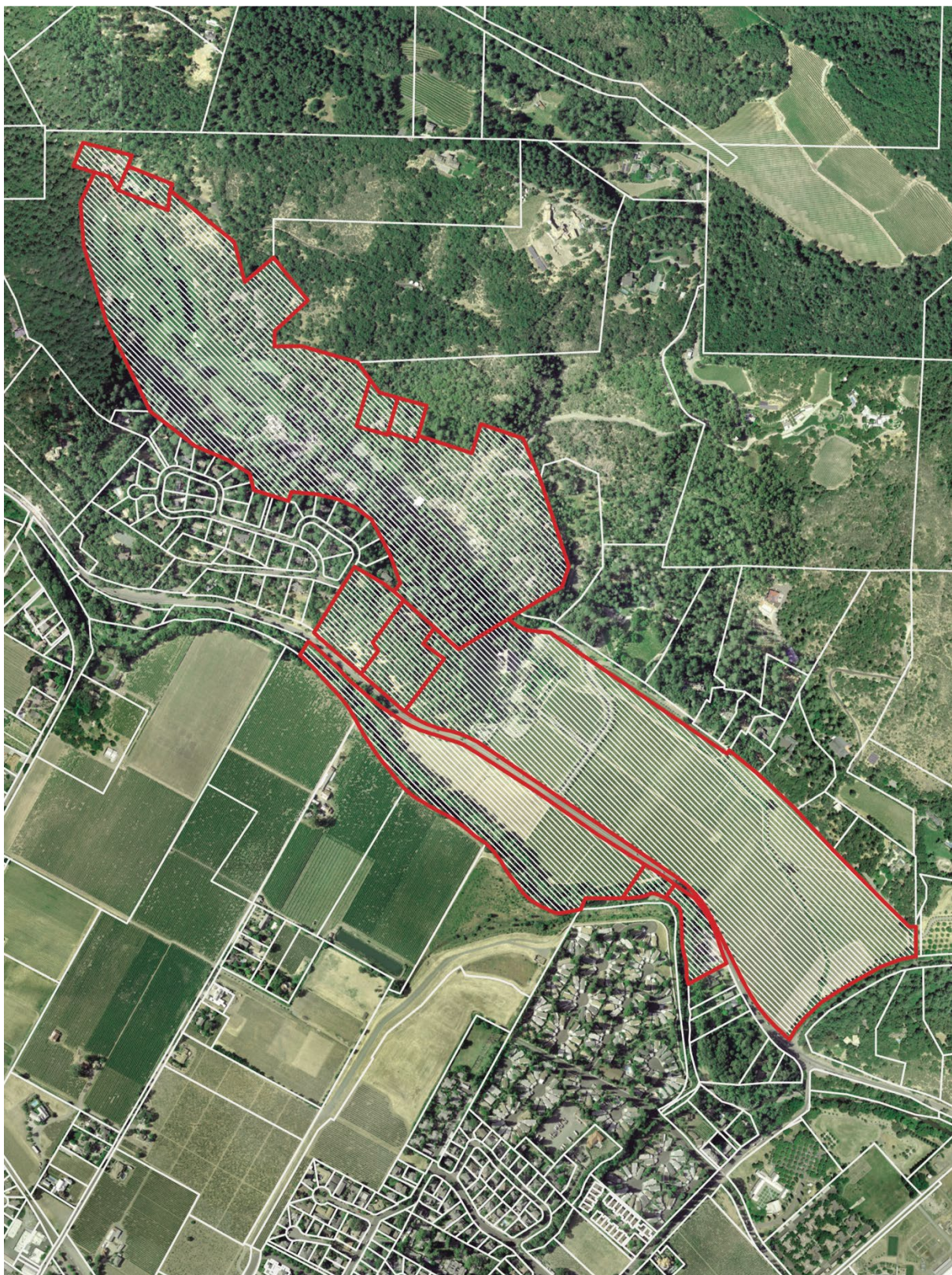
Land situated in the unincorporated area of County of Napa, State of California, described as follows:

Commencing on the Southern line of the Silverado Trail, at the most Northern corner of the 8.44 acre tract of land described in the Deed to Fred F. Bacci, et ux, of Record in Book 201 of Official Records at Page 274, said Napa County Records; thence South 34° 53' West 54.29 feet to the center of Napa River; thence down the center of said river, South 1° 18' West 231 feet and South 4° 24' 20' East 225 feet; thence North 62 ¼° East 265.50 feet to the said Southern line of said Silverado Trail; thence along the last said line, North 27° 45' West 300 feet; thence 134.57 feet along a curve to the left (radius 570 feet, central angle 13° 31' 36" long chord that bears North 34° 30' 48" West) to the point of commencement, and being a portion of the Carne Humana Rancho.

APN 025-120-007

August 2, 2022

EXHIBIT C
SITE PLAN



August 2, 2022

August 2, 2022

EXHIBIT D
NOTICE OF INTENT

August 2, 2022

EXHIBIT E
DEVELOPMENT PLAN

August 2, 2022

EXHIBIT F
DEVELOPMENT SUMMARY

August 2, 2022

EXHIBIT G
DEVELOPMENT STANDARDS

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EXHIBIT H
SUBSEQUENT APPROVAL PROCESS CHART

August 2, 2022