

## PURCHASE AND SALE AGREEMENT 250370B (FC)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the 12th day of April, 2025 ("Effective Date"), by and between **WCH NAPA LLC, A DELAWARE LIMITED LIABILITY COMPANY** (hereinafter referred to as "GRANTOR") and **NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, A SPECIAL DISTRICT OF THE STATE OF CALIFORNIA** (hereinafter referred to as "GRANTEE").

### RECITALS

**WHEREAS**, GRANTOR owns certain real property, including all improvements located thereon, located in the County of Napa, State of California, and more particularly known as Assessor's Parcel Number: 044-250-033 on the Napa County Assessor's Maps in effect on the date first above written; and

**WHEREAS**, in conjunction with the construction of the Napa River Napa Creek Flood Protection Project located in the County of Napa (hereinafter referred to as the ("Project")) GRANTEE desires to purchase and GRANTOR is willing to sell and convey to GRANTEE for the price and under the terms and conditions specified herein, a flood protection levee easement and a temporary construction easement collectively, the ("Property"), as identified in the attached Exhibits A, and B, respectively, included and incorporated herein, over portions of those parts of APN 044-250-033 retained by GRANTOR; all said interests hereinafter referred to as "the Property;"

**WHEREAS**, to accomplish the foregoing desires of GRANTEE and GRANTOR, the parties desire to enter into this Agreement for purchase and sale of the Property under the terms and conditions set forth herein below; and

**WHEREAS**, Grantor and Grantee recognize that the sale of the Property is subject to approval of the Napa County Flood Control and Water Conservation District Board and that this Agreement shall have no force or effect unless and until said Board approval has been obtained, which approval shall be obtained before execution of the Agreement by Grantee.

### TERMS

**NOW, THEREFORE**, in consideration of the promises set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTEE and GRANTOR agree as follows:

#### ARTICLE 1 PURCHASE

1.1. **Sale and Conveyance.** Grantor shall sell to Grantee and Grantee shall purchase from Grantor the Property upon the terms and conditions set forth in Articles 2 and 3 hereof.

## ARTICLE 2 PURCHASE PRICE

2.1. **Purchase Price.** The purchase price ("Purchase Price") for the Property shall be **TWO HUNDRED THIRTY SEVEN THOUSAND AND NO/100 DOLLARS (\$237,000.00).**

2.2. **Payment of Purchase Price.** The purchase price shall be payable all in cash upon close of Escrow (as defined below) in accordance with Section 4.2.

## ARTICLE 3 CONDITIONS TO PURCHASE AND SALE

3.1. **Conditions Precedent to Purchase and Sale.** The obligation of Grantee to purchase and Grantor to sell the Property is expressly conditioned upon the satisfaction, prior to Closing, of each of the conditions set forth in this Section 3.1 (the "Conditions Precedent").

3.1.1 **Title.** Grantee has obtained a preliminary title report dated June 7, 2022, from First American Title Company (the "Title Report"), a copy of which is attached hereto as Exhibit F. Exceptions 12,13 & 14 ("Disapproved Exceptions") shall be removed from title at or before Closing, either by means of a partial reconveyance or subordination of the deed of trust. Grantee acknowledges and agrees that all other exceptions are approved by Grantee (the "Approved Exceptions"). If Grantee subsequently discovers any new exceptions that post-date the effective date of the Title Report and objects to such new exceptions, Grantee shall notify Grantor in writing of Grantee's objection within the ten (10) calendar days after learning of the existence of the same (each a "Disapproved Exception"). The removal of said Disapproved Exceptions shall also be a condition precedent to Closing. Notwithstanding anything to the contrary contained elsewhere in this Agreement, Grantor shall be obligated to cure or satisfy all deeds of trust, judgment/liens, mechanics liens and any other monetary encumbrances prior to the Closing and, if not otherwise cured or satisfied, the proceeds of the Purchase Price shall be used at Closing for such purpose. Grantee and Grantor agree that any easement or rights of way over the Property for public or quasi-public utility purposes pre-dating this Agreement, shall be deemed to be Approved Exceptions.

3.1.2 **Execution of Deeds.** Grantor shall be ready, willing and able to convey title to the Property by executing the Flood Protection Levee Easement Deed in the form of Exhibit A (the "Flood Protection Levee Easement Deed") and the Grant of Temporary Construction Easement ("TCE") in the form attached hereto as Exhibit B (collectively, the "Deeds"), all subject only to the Approved Exceptions.

3.1.3 **Deposit of Deeds.** Grantor shall have deposited into Escrow (as defined below) the Deeds identified in Section 3.3 as provided for in Section 4.1.1, conveying title to the Property (subject to the Approved Exceptions) to the Grantee.

3.1.4 **Title Insurance.** The Title Company shall be prepared to issue an ALTA Standard Owner Policy of Title Insurance in the amount of the purchase price insuring title to the Property interests vested in Grantee subject only to the Approved Exceptions (the "Title Policy").

3.1.5 **Certificate of Acceptance.** Grantee has obtained a resolution of the District Board authorizing recordation of the Deeds and has deposited properly executed Certificates of Acceptance into Escrow.

3.1.6 **No Breach.** There shall be no material breach of any of Grantor's representations, warranties, or covenants set forth in Article 5.

3.1.7 **Documentary Deposit.** Grantor and Grantee shall have each deposited into Escrow all materials required to be deposited under Article 4.

3.2. **Grantee's Remedies.**

3.2.1 **Conditions Precedent.** If any of the foregoing Conditions Precedent which inure to the benefit of Grantee are not satisfied, Grantee shall have the right either to waive the condition in question and proceed with the purchase of the Property pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement and any money deposited into Escrow by Grantee shall be returned to Grantee, and thereafter neither party shall have any further rights, obligations, or liabilities hereunder except to the extent that any right, obligation, or liability set forth herein expressly survives termination of this Agreement.

3.2.2 **Default.** If Grantor fails to perform any of its obligations or is otherwise in default under this Agreement, Grantee shall have the right to give notice to Grantor specifically setting forth the nature of said failure and stating that Grantor shall have a period of ten (10) calendar days to cure such failure. If Grantor has not cured such failure within such period (or, if such failure is not capable of being cured within ten (10) calendar days), Grantor either has not commenced in good faith the curing of such failure within such period or does not diligently thereafter complete such cure prior to the Closing Date, as may be extended under the terms of this Agreement, Grantee's sole and exclusive remedy shall be one of the following:

(a) **Waiver.** Waive such failure and proceed to the Closing pursuant to all of the other terms of this Agreement; or

(b) **Terminate.** Grantee may terminate this Agreement by notice to Grantor and Escrow Agent to that effect. Nothing herein shall be deemed a waiver by Grantee of its right or ability to exercise its power of eminent domain to acquire the Property after a termination of this Agreement.

3.3. **Grantor's Remedies.**

3.3.1 **Conditions Precedent.** If any of the foregoing Conditions Precedent which inure to the benefit of Grantor are not satisfied, Grantor shall have the right to either waive the condition in question and proceed with the sale of the Property pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement and any amounts deposited into Escrow shall be returned to Grantee, and thereafter neither party shall have any

further rights, obligations, or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

#### ARTICLE 4 CLOSING AND ESCROW

4.1. **Deposits into Escrow.** Grantee has established an escrow (the “Escrow”) with First American Title of Napa, 1700 2nd St #120, Napa, CA 94559 hereinafter referred to as “Title Company” or “Escrow Agent” for the account of the GRANTOR, Escrow No. T0021172-006. A copy of this Agreement, duly executed by both parties, shall be promptly deposited therein. Subject to Section 4.2.2 below, this Agreement shall serve as a summary for escrow instructions to Escrow Agent, as escrow holder, for consummation of the purchase and sale contemplated hereby. Prior to or on the Closing Date, the Parties shall deposit the following into the Escrow:

4.1.1. **Grantor.** Grantor shall deposit the following into Escrow:

- (a) The Flood Protection Levee Easement Deed, fully executed and suitable for recordation;
- (b) The Temporary Construction Easement Deed, fully executed and suitable for recordation;
- (c) If required by the Escrow Agent, a FIRPTA Affidavit stating Grantor’s U.S. taxpayer identification number and that the Grantor is a “United States person” as defined by Internal Revenue Code sections 1445(f)(3) and 7701(b); and
- (d) Such other documents and instruments as may be required by other provisions of this Agreement or may be reasonably required by Escrow Agent or otherwise to carry out the terms and intent of this Agreement.

4.1.2 **Grantee.** Grantee shall deposit the following into Escrow:

- (a) Cash or immediately available funds in the amount of the Purchase Price together with such additional cash in the amount necessary to pay Grantee’s share of closing costs and prorations, as hereinafter set forth;
- (b) Executed Certificates of Acceptance for each of the two Deeds;  
and
- (c) Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required by Escrow Agent or otherwise to carry out the term and intent of this Agreement.



4.2. **Close of Escrow.**

4.2.1 **Closing Date.** Escrow shall close on or before the ninetieth (90<sup>th</sup>) day following execution of this Agreement by Grantee or upon such other date as is mutually agreed upon by Grantee and Grantor (the "Closing Date").

4.2.2 **Closing of Escrow.** When the Conditions Precedent listed in Section 3.1 have been satisfied or waived by Grantee and Grantor and Escrow Agent has received all necessary cash and documents and is in a position to issue the Title Policy, as provided in Section 3.1.4, Escrow Agent shall immediately close Escrow as provided below (the "Closing"). The parties to this Agreement shall cooperate with each other and the Escrow Agent in preparing and executing such further documents (including further escrow instructions) as may be reasonably necessary to close Escrow as contemplated by this Agreement; provided however, that in the event of any conflict between the provisions of this Agreement and any such further documents or escrow instructions, the terms of this Agreement shall control.

4.2.3 **Procedure.** Escrow Agent shall close Escrow as follows:

4.2.3.1 **Record Deeds.** Date and record the Flood Protection Levee Deed and the Temporary Construction Easement Deed, all in the Official Records of Napa County.

4.2.3.2 **Deliver Copies of Deeds.** Deliver one (1) certified copy of each recorded Deed to Grantee.

4.2.3.3 **Pay to Grantor.** Pay to Grantor the funds in Escrow equal to the Purchase Price, reduced only by Grantor's share of prorations, as hereinafter set forth in Section 4.2.4 below.

4.2.3.4 **Deliver Title Policy.** Deliver the Title Policy to Grantee.

4.2.3.5 **Closing Statement.** Prepare and deliver to Grantee and Grantor one signed copy of the Escrow Agent's closing statement showing all receipts and disbursements of the Escrow.

4.2.4 **Closing Costs and Prorations.**

4.2.4.1 **Closing Costs.** Grantee and Grantor shall each pay its own attorney's fees in connection with negotiating this Agreement and closing the Escrow. Grantee shall pay recording costs, if any, Escrow fees, the title insurance premium, and any documentary transfer taxes.

4.2.4.2 **Prorations.** All non-delinquent real estate taxes and assessments on the Property shall be prorated as of the Closing Date.

## ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1. **Grantor's Representations and Warranties.** Grantor represents and warrants to Grantee that the following matters are true and correct in all material respects as of the execution of this Agreement and will also be true and correct in all material respects as of the Closing:

5.1.1 **Authority to Sign.** GRANTOR and the signatories for GRANTOR represent and warrant that GRANTOR'S signatories to this Agreement are authorized to enter into this Agreement and that no other authorizations are required to implement this Agreement on behalf of GRANTOR. The parties agree that written evidence of such authorization shall be submitted by each party to the other party prior to the close of escrow;

5.1.2 **No Violation of Agreement; Litigation.** Neither the execution, delivery or performance of this Agreement by Grantor will result in the breach of any terms, conditions, or provisions of, or conflict with or constitute a default under the terms of any indenture, deed to secure debt, mortgage, deed of trust, note, evidence of indebtedness, or any other agreement or instrument by which Grantor or the Property is bound. Grantor has no knowledge of any pending or threatened litigation, actions, applications, orders, protests, proceedings, or complaints against or affecting title to the Property or Grantor's interest therein;

5.1.3 **Compliance with Laws.** Grantor has received no written notice alleging violations of any federal, state, or municipal laws or ordinances with regard to any portion of the Property;

5.1.4 **Hazardous Materials.** Grantor has received no notice alleging the presence of, nor does Grantor have any knowledge of the presence of any Hazardous Materials on, under or about the Property. The term "Hazardous Materials means any hazardous or toxic material, substance, irritant, chemical or waste, which is (A) defined, classified, designated, listed or otherwise considered under any environmental law as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous waste," "acutely hazardous waste," "radioactive waste," "biohazardous waste," "pollutant," "toxic pollutant," "contaminant," "restricted hazardous waste," "infectious waste," "toxic substance," or any other term or expression intended to define, list, regulate or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment, (B) toxic, ignitable, corrosive, reactive, explosive, flammable, infectious, radioactive, carcinogenic, or mutagenic, and which is or becomes regulated by any local, state or federal governmental authority, (C) asbestos and asbestos containing materials, (D) an oil, petroleum, petroleum based product or petroleum additive, derived substance or breakdown product, (E) urea formaldehyde foam insulation, (F) polychlorinated biphenyls (PCBs), (G) freon and other chlorofluorocarbons, (H) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources, (I) lead-based paint, and (J) mold, rot, fungi and bacterial matter, and (K) Per- and Polyfluoroalkly substances (PFAs).

5.1.5 **Existing Lease.** There are no leases, subleases, occupancies, tenancies, or licenses in effect pertaining to the Property, or any portion thereof, which will be binding upon

Grantee after Closing and no person has any possessory interest in the Property or right to acquire all or any part of the Property except those described in 14, 24, 37 and 39 in the exceptions on the Title Report, which are Approved Exceptions.

5.1.6 **Grantor Not a Foreign Person.** Grantor is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

5.1.7 **Right of Possession.** It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Property by the Grantee, including the right to remove and dispose of improvements, commences on the date, the amount identified in Paragraph 2.1 herein, is deposited into the escrow controlling this transaction, and that the amount shown in Paragraph 2.1 herein, includes, but is not limited to, full payment for such possession and use, including damages, if any, from and after said date. In the event the TCE has a start date that is different from the date that funds are deposited into the escrow controlling this transaction, then the start date for the TCE specifically will apply as to right of possession for the area described in the TCE.

## ARTICLE 6 GENERAL PROVISIONS

6.1. **Federal Compliance.** The parties to this contract shall, pursuant to Title 49, Code of Federal Regulations, Section 21.7 (a), comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R Section 50.3. Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity that is the subject of this Agreement.

6.2. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof. The performance of this Agreement constitutes the entire consideration for the conveyance of the Property and shall relieve GRANTEE of all further obligations or claims on this account or on account of the location, grade or operation of the PROJECT as designed.

6.3. **Legal Advice.** Grantor has been afforded the opportunity to seek independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question.

6.4. **Further Assurances.** The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

6.5. **Gender, Number.** As used herein, the singular shall include the plural and the masculine shall include the feminine and nonbinary, wherever the context so requires.

6.6. **Governing Law; Venue.** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California. Venue for any legal proceeding brought under this Agreement shall be in Napa County Superior Court.

6.7. **Headings.** The captions and paragraph and subparagraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.

6.8. **Modification, Waiver.** No modification, waiver, amendment, or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.

6.9. **No Other Inducement.** The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.

6.10. **Severability.** If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall be severable and shall not be affected thereby, and each of the remaining terms, provisions, covenants, or conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.11. **Successors.** All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

6.12. **Waiver.** The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

6.13. **Attorney's Fees.** Should any litigation be commenced between the parties to this Agreement concerning the sale or the rights or duties of the parties in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be provided by this Agreement, to a reasonable sum as and for attorney's fees in such litigation, or in a separate action brought for that purpose. Such litigation shall be brought in the Superior Court of California, County of Napa, a Unified Court.

6.14. **Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery if served personally on the party to whom notice is to be given, or if mailed, five (5) days after mailing by first class mail, registered or certified mail, postage prepaid, and properly addressed as follows. Any party may change its address for purposes of this section by giving the other parties written notice of the new address in the manner set forth above.

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

GRANTOR: WCH NAPA LLC  
PO Box 30848  
Albuquerque, NM 87190

6.15. **No Real Estate Commissions.** Each party represents and warrants to the other that it has not engaged or dealt with any broker or finder in connection with this transaction, has not acted in a way that would entitle any such brokers or finders to any commission, and it shall defend, indemnify and hold the other party harmless from all claims, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or related to any assertion by any broker or finder contrary to the foregoing representations and warranties where the same is based upon the acts or alleged acts of the indemnifying party.

6.16. **Condition of Property.** Grantor shall not subject the Property to any additional liens, exceptions, encumbrances, easements, or rights of way after the Effective Date, neither shall Grantor make or permit any material changes or alterations to the Property other than necessary or typical maintenance and repairs. Risk of loss prior to Closing shall be borne by Grantor.

6.17. **Electronic, Facsimile, & Counterpart Copies of Agreement Valid and Binding for Preliminary Purpose.** GRANTEE and GRANTOR agree that any electronic or facsimile copy of this Agreement or counterpart copies, including all attachments, signatures, and initials appearing thereon, shall be valid and binding on GRANTOR for purposes of presentation of the Agreement to GRANTEE's governing board for approval, but that all such copies shall be replaced prior to close of escrow by a fully executed original which shall be delivered to and kept in the official records of GRANTEE.

6.18. **Approval of GRANTEE.** GRANTOR understands that this Agreement is subject to the approval of GRANTEE's Board or authorized designee and that this Agreement shall have no force or effect unless and until such approval has been obtained.

6.19. **Counterparts Signature.** This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*

GRANTOR: WCH Napa LLC  
Project Name: Napa River Napa Creek Flood Protection Project

APN: 044-250-033

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**GRANTEE:**

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

By: \_\_\_\_\_  
JOELLE GALLAGHER,  
Chairperson of the Board of Directors

**GRANTOR:**

WCH NAPA LLC, A DELAWARE  
LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
ROBERT GUSTIN,  
Manager

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>March 4, 2025</u></p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Secretary of the District Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District Board</p> <p>By: _____</p>
---	--	--



GRANTOR: WCH Napa LLC  
Project Name: Napa River Napa Creek Flood Protection Project

APN: 044-250-033

**EXHIBIT A**  
**FLOOD PROTECTION LEVEE EASEMENT DEED**

**RECORDING REQUESTED BY:**

Napa County Flood Control and Water  
Conservation District

**WHEN RECORDED MAIL TO:**

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

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

APN: 044-250-033

Space Above This Line for Recorder's Use

**FLOOD PROTECTION LEVEE EASEMENT DEED**

**WCH NAPA LLC, A DELAWARE LIMITED LIABILITY COMPANY**, hereinafter referred to as  
“GRANTOR”, hereby GRANT(S) to the **Napa County Flood Control and Water Conservation  
District, a special district of the State of California**, hereinafter referred to as “GRANTEE”, a perpetual  
and assignable right and easement in the land shown and described in Exhibits “A” and “B” attached  
hereto and made a part hereof to construct, maintain, repair, operate, patrol and replace flood protection  
improvements, including all appurtenances thereto; subject, however, to existing easements for public  
roads and highways, public utilities, railroads and pipelines.

The easement granted herein includes incidental rights of maintenance, together with the free right of  
ingress and egress over, along, upon, in above, through and across the remaining portion of  
GRANTOR'S property, insofar as such right of ingress and egress is necessary to the proper use of the  
rights granted herein. In exercising said right of ingress and egress, GRANTEE shall, wherever  
practical, use existing roads and lanes across lands of GRANTOR, if such there be, and if not, by such  
route or routes as shall result in the least practicable inconvenience to GRANTOR and any occupants of  
GRANTOR'S property.

GRANTOR reserves for itself and its heirs and assigns, the right to use said easement area for purposes  
which will not interfere with GRANTEE'S full enjoyment of the rights hereby granted; provided that  
GRANTOR shall not erect or construct any building or other structure, or drill or operate any well, or  
plant any trees, landscaping, vegetation, or other obstruction within said easement area, or construct any  
fences.

The rights and obligations contained in this Grant of Flood Protection Levee Easement run with and burden the land and are binding on GRANTOR and its successors and assigns, and constitute an easement in gross for the benefit of GRANTEE and its successors and assigns.

IN WITNESS WHEREOF, GRANTOR(S) has executed and acknowledged this Grant as of the day and year first written below, and GRANTEE, as of the date set forth next to its signature in the certificate of acceptance, has accepted the grant of Easement made by this Grant.

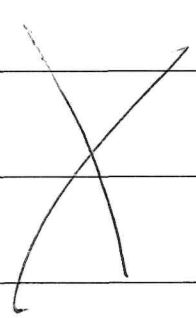
**GRANTOR: WCH NAPA LLC, A DELAWARE LIMITED LIABILITY COMPANY**

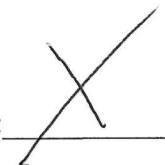
By: 

Date: 4/11/25

<sup>E.</sup>  
Name: Robert Gustin

Its: Manager

By: 

Date: 

Name: \_\_\_\_\_

Its: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

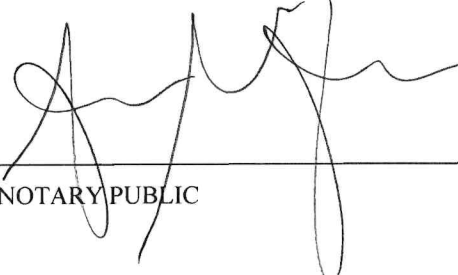
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

New Mexico  
STATE OF ~~CALIFORNIA~~  
COUNTY OF ~~NAPA~~ Bernalillo

On this 11<sup>th</sup> day of April, 2025, before me, Amilio N. Lopez, a Notary Public in and for the State of New Mexico, personally appeared Robert E. Gustin proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL the day and year first above written.

  
\_\_\_\_\_  
NOTARY PUBLIC



STATE OF NEW MEXICO  
NOTARY PUBLIC  
Amilio Natividad Lopez  
Commission No. 2001467  
Expires: November 28, 2027

**EXHIBIT A**

**Legal Description**

## FLOOD PROTECTION LEVEE EASEMENT

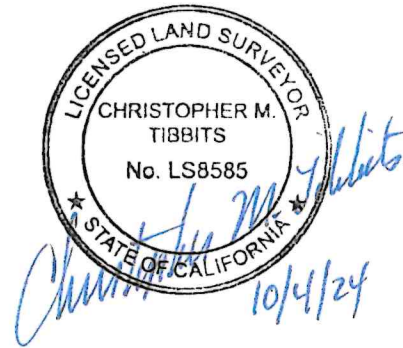
A portion of the Lands of WCH Napa LLC, a Delaware limited liability company, as described in the Grant Deed recorded May 9, 2016 as Series Number 2016-0011060, Napa County Records, State of California, said portion described as follows:

**Beginning** at the point on the north line of said Lands of WCH Napa LLC that bears South 89° 51' 19" East 352.56 feet from the northwest corner of said Lands of WCH Napa LLC; thence continuing along said north line South 89° 51' 19" East 38.06 feet; thence leaving said north line South 32° 55' 41" West 27.32 feet; thence South 15° 40' 03" West 39.94 feet; thence North 74° 19' 57" West 32.00 feet; thence North 15° 40' 03" East 44.80 feet; thence North 32° 55' 41" East 11.56 feet to the **Point of Beginning**.

Basis of Bearing being the bearing between Monuments #B-9 and #B-10 on Lincoln Avenue shown on the map Record of Survey Map No. 3052, filed June 26, 1978 in Book 20 of Record of Surveys at Page 64-72, Napa County Records, as North 89° 43' 00" West and measured as North 89° 43' 09" West.

### End Description

Area: 1,978 Sq. Ft.  
0.05 Ac.





**EXHIBIT B**

**Plat Map**

MKD SOSCOL PARTNERS L.P.  
APN: 044-242-004

KD PROPERTIES INC  
APN:  
044-250-031 & 032  
2004-0034729

THE VINTAGE BANK  
APN:  
044-250-029 & 030  
1996-0009260

WCH NAPA LLC.  
APN: 044-250-033  
2016-0011060

AREA  
1,978 SF  
0.05 AC

VERASA NAPA  
CONDOMINIUM OWNERS  
ASSOCIATION INC  
APN: 044-450-001  
2008-0021633

NAPA COUNTY  
FLOOD CONTROL #  
WATER  
CONSERVATION DIST  
APN: 044-250-036

RIVER

NAPA

1"=100'

LEGEND  
--- PROPERTY LINE  
--- EASEMENT LINE  
--- ADJACENT  
--- PROPERTY LINE  
--- TIE LINE

FLOOD PROTECTION  
LEVEE EASEMENT



**RSA+**

1515 FOURTH STREET  
NAPA, CALIF. 94559  
OFFICE (707) 252-3301  
+ www.RSACivil.com +

RSA+ CONSULTING CIVIL ENGINEERS + SURVEYORS +  
08-01-2024

044-250-033 C-2 1 OF 1

BASIS OF BEARING

THE BEARING BETWEEN MONUMENTS #B-9 AND #B-10 ON LINCOLN AVENUE SHOWN  
ON THE MAP RECORD OF SURVEY MAP NO. 3052, FILED JUNE 26, 1978 IN BOOK  
20 OF RECORD OF SURVEYS AT PAGE 64-72, NAPA COUNTY RECORDS, AS  
NORTH 89° 43' 00" WEST AND MEASURED AS NORTH 89° 43' 04" WEST.

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

**CERTIFICATE OF ACCEPTANCE  
FLOOD PROTECTION LEVEE EASEMENT DEED  
(Portion of APN 044-250-033)**

Pursuant to California Government Code section 27281, this is to certify that the interest in real property granted by the Flood Protection Levee Easement Deed from WCH NAPA LLC, A DELAWARE LIMITED LIABILITY COMPANY, to the NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("District"), a special district of the State of California, is hereby accepted by its assignee as ordered by the District Board on July 26, 2022 and the District consents to the recordation thereof by its duly authorized officer.

Date: \_\_\_\_\_

\_\_\_\_\_  
RICHARD M. THOMASSER  
District Manager

APPROVED AS TO FORM:  
District Legal Counsel

By: Shana A. Bagley  
Date: 07/28/2023  
[PL No. 93166]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA  
COUNTY OF NAPA

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for the State of California, personally appeared \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

GRANTOR: WCH Napa LLC  
Project Name: Napa River Napa Creek Flood Protection Project

APN: 044-250-033

**EXHIBIT B**  
**TEMPORARY CONSTRUCTION EASEMENT DEED**

**RECORDING REQUESTED BY:**

Napa County Flood Control and Water  
Conservation District

**WHEN RECORDED MAIL TO:**

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

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

***Government Agency Acquiring Title***

APN: 044-250-033

Space Above This Line for Recorder's Use

**TEMPORARY CONSTRUCTION EASEMENT DEED**

For good and valuable consideration pursuant to that certain Purchase and Sale Agreement executed by the parties hereto, on or about the date hereof ("AGREEMENT"), the undersigned, **WCH NAPA LLC**, a Delaware Limited Liability Company ("GRANTOR"), hereby grants to the **Napa County Flood Control and Water Conservation District, a special district of the State of California** ("GRANTEE"), and its successors and assigns, a Temporary Construction Easement, over, across, under, and through the real property situated in the County of Napa, State of California, shown and described in Exhibits "A" and "B," attached hereto and made a part hereof ("EASEMENT AREA"), for construction and conformance purposes related to the **Napa River / Napa Creek Flood Protection Project** ("PROJECT").

GRANTEE's rights under the easement granted hereby shall include, without limitation, the right of GRANTEE, its officers, agents, contractors, and employees, and other governmental agencies responsible for review or construction of any portion of the PROJECT and such agencies' officers, agents, contractors, and employees, to enter upon the EASEMENT AREA with personnel, vehicles, and equipment for construction of the PROJECT, and all other activities related thereto, to remove all improvements, trees, and vegetation thereon that interfere with the purpose for which this easement is granted, to conform the EASEMENT AREA to the PROJECT, and do any and all other actions necessary and appropriate to the construction of the PROJECT. Access and use of portions of the EASEMENT AREA by GRANTOR, its tenants, invitees, and guests will be allowed to the extent that said portion is not being used for PROJECT construction or staging purposes at that time.

If improvements in the EASEMENT AREA are removed pursuant to this Temporary Construction Easement, such improvements will be restored to their original condition or as close thereto as is feasible, on or before the termination of the Temporary Construction Easement



period, unless said improvements are otherwise addressed in the AGREEMENT. In the event GRANTEE determines that restoration of said improvements within the Temporary Construction Easement area is not feasible or practicable, GRANTOR will be compensated for the improvements at a market value determined by GRANTEE.

This Temporary Construction Easement is for a total period of Twelve (12) months, to commence on the START DATE stated in the notice that GRANTEE delivers to GRANTOR, fixing the start date of occupation of the EASEMENT AREA and construction of the PROJECT there as identified in the Plans and Specifications for the Floodwalls North of the Bypass Project. The Temporary Construction Easement will terminate twelve (12) months after the START DATE (the "TERM"). In case of unpredictable delays in construction, upon written notification by GRANTEE to GRANTOR, the TERM of the Temporary Construction Easement may be unilaterally extended by GRANTEE for up to an additional twelve (12) months on a monthly basis provided that GRANTEE provides written notice to GRANTOR of such extension prior to the expiration of the original TERM or any monthly extension thereof. Along with its written notice of its exercise of such extension option, GRANTEE shall also deliver to GRANTOR additional compensation in the monthly amount of \$1,013.25.

During the TERM there will be two separate phases of work, a high intensity phase which will last no longer than thirty (30) days ("PHASE I") and a moderate intensity phase which will last no longer than sixty (60) days ("PHASE II"). PHASE I will be associated with work activates producing high levels of noise and visual impact (i.e. sheet pile driving). PHASE II will result in comparatively low levels of noise and visual impact (i.e. grading, paving and concrete work). PHASE I will occur within the one of the 4-month off-peak periods of January to April 2026 or December 2026 to March 2027 to minimize impacts to GRANTOR's business operations. If any PHASE I work must be done outside one of the 4-month off peak seasons, GRANTEE shall also deliver to GRANTOR additional compensation in the amount of \$13,000 for the first month and on a bi-monthly compensation in the amount of \$6,500 for any time after. PHASE II may occur at any time during the TERM. The two phases may or may not be consecutive.

GRANTEE will give GRANTOR at least thirty (30) days' written notice prior to entering the EASEMENT AREA. GRANTEE will also provide GRANTOR written notices thirty (30) days prior to the commencement of each of the two phases of work. In no event shall this Temporary Construction Easement TERM extend beyond the completion of construction, or December 31, 2028, whichever occurs first. At no additional cost to GRANTEE, During the Temporary Construction Easement TERM GRANTEE shall have the right to enter upon GRANTOR's retained property, where necessary, to reconstruct or perform any warranty or conformance works during or after the expiration of the Temporary Construction Easement and any extension thereto and/or the completion of the PROJECT. Said works include conforming driveways, walkways, lawn, landscaped and hardscaped areas, irrigation systems, sidewalks, or any area where reconstruction or warranty work on GRANTOR's retained property is necessary.

All work performed by GRANTEE in the EASEMENT AREA shall conform to applicable building, fire, and sanitary laws, ordinances, and regulations relating to such work and shall be done in a good and workmanlike manner.

GRANTEE agrees to indemnify and hold harmless GRANTOR, and its successors and assigns, from any liability arising out of GRANTEE's negligent operations and use of the Temporary Construction Easement area pursuant hereto, including, to the extent applicable, the release of hazardous substances or hazardous waste on the Temporary Construction Easement

area, by GRANTEE or any of its contractors, subcontractors, or invitees in connection with the PROJECT. GRANTEE further agrees to assume responsibility for any damages proximately caused by reason of GRANTEE's negligent operations and use of the Temporary Construction Easement area pursuant hereto, and GRANTEE will, at its option, either repair or pay for such damages.

Within sixty (60) days of the end of the TERM, GRANTEE will execute, acknowledge, and deliver to GRANTOR a quitclaim deed or any other document, in a form reasonably acceptable to GRANTOR, as may be reasonably necessary to confirm the termination of the Temporary Construction Easement granted herein and to eliminate the AGREEMENT and this Temporary Construction Easement as encumbrances on the title of the GRANTOR's real property.

The forgoing notwithstanding, a failure by GRANTEE to deliver a quitclaim deed or a failure by GRANTOR to record a quitclaim deed as provided herein shall not be deemed to extend the term of the Temporary Construction Easement beyond the TERM set forth herein above.

The rights and obligations contained in this Grant of Temporary Construction Easement: (a) run with and burden the land, and are binding on GRANTOR and its successors and assigns, and (b) during the TERM and extensions thereof, constitute an easement in gross for the benefit of GRANTEE and its successors and assigns.

IN WITNESS WHEREOF, GRANTOR(S) has executed and acknowledged this Grant as of the day and year first written below, and GRANTEE, as of the date set forth next to its signature in the certificate of acceptance, has accepted the grant of Easement made by this Grant.

GRANTOR: WCH NAPA LLC,

By: 

Date: 4/4/25

Name: <sup>E.</sup>  
Robert Gustin  
Λ

Its: Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

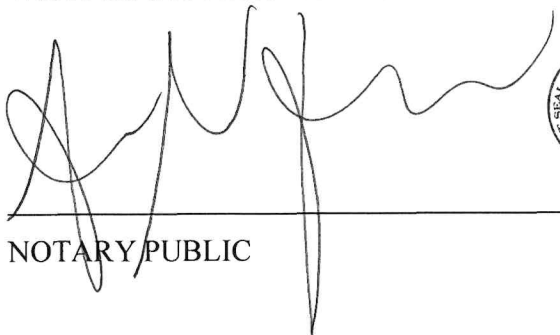
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

~~STATE OF CALIFORNIA~~  
~~COUNTY OF NAPA~~ New Mexico Bernalillo

On this 11<sup>th</sup> day of April, 2025, before me, Amilio N. Lopez, a  
Notary Public in and for the State of ~~California~~ New Mexico, personally appeared  
Robert E. Gustin proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument,  
and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity  
upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL the day and year first above written.

  
\_\_\_\_\_  
NOTARY PUBLIC



STATE OF NEW MEXICO  
NOTARY PUBLIC  
Amilio Natividad Lopez  
Commission No. 2001467  
Expires: November 28, 2027

**EXHIBIT A**

**Legal Description**

## TEMPORARY CONSTRUCTION EASEMENT

A portion of the Lands of WCH Napa LLC, a Delaware limited liability company, as described in the Grant Deed recorded May 9, 2016 as Series Number 2016-0011060, Napa County Records, State of California, said portion described as follows:

### Area A

Beginning at the point on the north line of said Lands of WCH Napa LLC that bears South 89° 51' 19" East 324.69 feet from the northwest corner of said Lands of WCH Napa LLC; thence continuing along said north line South 89° 51' 19" East 27.87 feet to **Point B**; thence leaving said north line South 32° 55' 41" West 11.56 feet; thence South 15° 40' 03" West 6.37 feet; thence North 89° 48' 01" West 19.50 feet; thence North 1° 18' 02" West 15.84 feet to the **Point of Beginning A**.

### Area B

Beginning at the point on the north line of said Lands of WCH Napa LLC that bears South 89° 51' 19" East 38.06 feet from said **Point B**; thence continuing along said north line South 89° 51' 19" East 37.88 feet; thence leaving said north line South 30° 41' 17" West 18.58 feet; thence South 28° 14' 06" West 17.43 feet; thence South 27° 38' 42" West 27.07 feet; thence South 26° 07' 40" West 27.97 feet; thence South 23° 39' 52" West 15.27 feet; thence North 74° 31' 29" West 29.30 feet; thence North 89° 51' 42" West 12.00 feet; thence North 0° 08' 18" East 32.39 feet; thence South 74° 19' 57" East 26.36 feet; thence North 15° 40' 03" East 39.94 feet; thence North 32° 55' 41" East 27.32 feet to the **Point of Beginning B**.

Basis of Bearing being the bearing between Monuments #B-9 and #B-10 on Lincoln Avenue shown on the map Record of Survey Map No. 3052, filed June 26, 1978 in Book 20 of Record of Surveys at Page 64-72, Napa County Records, as North 89° 43' 00" West and measured as North 89° 43' 09" West.

### End Description

Area: 4,053 Sq. Ft.  
0.09 Ac.



## **EXHIBIT B**


### **Plat Map**



Line Table		
Line #	Length	Direction
L1	27.87'	S89° 51' 19"E
L2	11.56'	S32° 55' 41"W
L3	6.37'	S15° 40' 03"W
L4	19.50'	N89° 48' 01"W
L5	15.84'	N01° 18' 02"W
L6	38.06'	S89° 51' 19"E
L7	37.88'	S89° 51' 19"E
L8	18.58'	S30° 41' 17"W
L9	17.43'	S28° 14' 06"W
L10	27.07'	S27° 38' 42"W
L11	27.97'	S26° 07' 40"W
L12	15.27'	S23° 39' 52"W
L13	29.30'	N74° 31' 29"W
L14	12.00'	N89° 51' 42"W
L15	32.39'	N00° 08' 18"E
L16	26.36'	S74° 19' 57"E
L17	39.94'	N15° 40' 03"E
L18	27.32'	N32° 55' 41"E

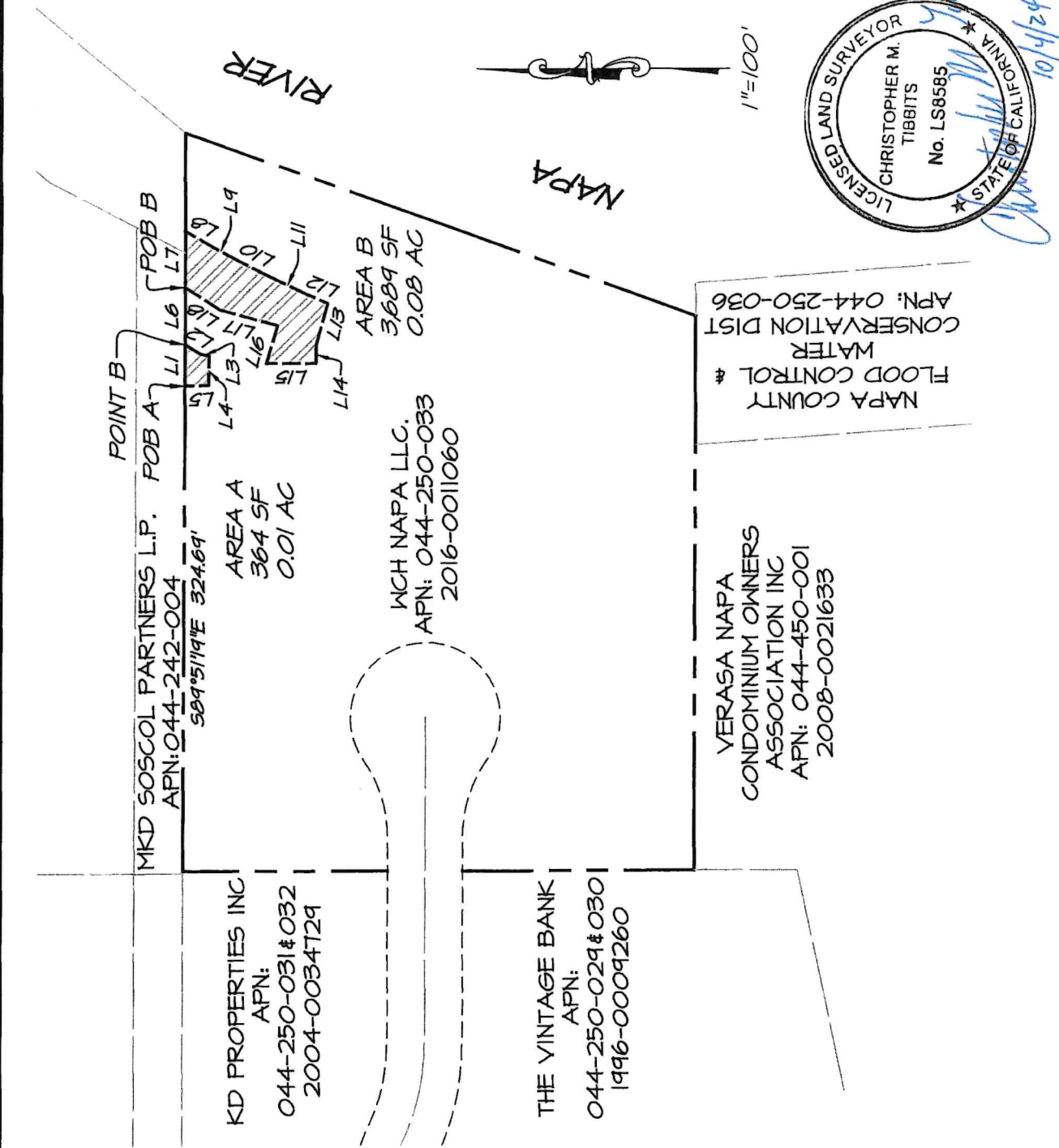
LEGEND  
 --- PROPERTY LINE  
 --- EASEMENT LINE  
 --- ADJACENT  
 --- PROPERTY LINE  
 --- TIE LINE

TEMPORARY  
 CONSTRUCTION  
 EASEMENT



1515 FOURTH STREET  
 NAPA, CALIF. 94559  
 OFFICE (707) 252.3301  
 + www.RSActiv.com +

RSA+ CONSULTING CIVIL ENGINEERS + SURVEYORS + 1980  
 08-01-2024  
 044-250-033 B-2 1 OF 1



NAPA COUNTY  
 FLOOD CONTROL #  
 WATER  
 CONSERVATION DIST  
 APN: 044-250-036

VERASA NAPA  
 CONDOMINIUM OWNERS  
 ASSOCIATION INC  
 APN: 044-450-001  
 2008-0021633

WCH NAPA LLC.  
 APN: 044-250-033  
 2016-0011060

KD PROPERTIES INC  
 APN:  
 044-250-031 & 032  
 2004-0034129

THE VINTAGE BANK  
 APN:  
 044-250-029 & 030  
 1996-0009260

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

BASIS OF BEARING  
 THE BEARING BETWEEN MONUMENTS #B-9 AND #B-10 ON LINCOLN AVENUE SHOWN ON THE MAP RECORD OF SURVEY MAP NO. 3052, FILED JUNE 26, 1978 IN BOOK 20 OF RECORD OF SURVEYS AT PAGE 64-12, NAPA COUNTY RECORDS, AS NORTH 89° 43' 00" WEST AND MEASURED AS NORTH 89° 43' 09" WEST.

**CERTIFICATE OF ACCEPTANCE**

**TEMPORARY CONSTRUCTION EASEMENT DEED  
(Portion of APN 044-250-033)**

Pursuant to California Government Code section 27281, this is to certify that the interest in real property granted by the Temporary Construction Easement Deed from **WCH NAPA LLC**, a Delaware Limited Liability Company, to the NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (“District”), a special district of the State of California, is hereby accepted by its assignee as ordered by the District Board on July 26, 2022, and the District consents to the recordation thereof by its duly authorized officer.

Date: \_\_\_\_\_

\_\_\_\_\_  
RICHARD M. THOMASSER  
District Manager

APPROVED AS TO FORM:  
District Legal Counsel

By: Shana A. Bagley  
Date: 12/11/2024  
[PL No. 124097]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA  
COUNTY OF NAPA

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a  
Notary Public in and for the State of California, personally appeared  
\_\_\_\_\_ proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument,  
and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity  
upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

GRANTOR: WCH Napa LLC  
Project Name: Napa River Napa Creek Flood Protection Project

APN: 044-250-033

**EXHIBIT C**  
**PRELIMINARY TITLE REPORT**



## ***FIRST AMERICAN TITLE COMPANY OF NAPA***

### **FIRST LOOK CHECKLIST**

Will any of the following situation potentially affect your transaction:

- ☐ Will the principals be using a **POWER OF ATTORNEY**?
- ☐ Are any of the parties in title **INCAPACITATED OR DECEASED**?
- ☐ Has a **CHANGE IN MARITAL STATUS** occurred for any of the principals?
- ☐ Will the property be transferred to a **NEW TRUST, PARTNERSHIP OR CORPORATION**?
- ☐ Do the sellers of the property **RESIDE OUTSIDE OF CALIFORNIA OR THE UNITED STATES**?
- ☐ Have any of the principals **RECENTLY FILED BANKRUPTCY**?
- ☐ Are the principals involved in an **EXCHANGE WITH THIS PROPERTY**?
- ☐ Has there been a **WORK OF IMPROVEMENT, CONSTRUCTION, OR ANY REMODELING** of the subject property in the last 90 days?

If you answered YES to any of these questions, please contact your escrow officer right away, so we can assure a smooth closing.

Remember, all parties signing documents must have a valid photo I.D. or driver's license for a notarial acknowledgment.

Thank you for helping First American Title Company of Napa serve you better.

1700 Second Street, Napa, CA 94559 (707) 254-4500  
1361 Main Street, St. Helena, CA 94574 (707) 963-7151



ORDER NO: T0021172-006

## PRELIMINARY REPORT

**First American Title Insurance Company**

*First American Title Company of Napa*

*California Department of Insurance License No. 2553-6*

**497 Walnut Street, P.O. Box 388, Napa, CA 94559**

**Tel: (707) 254-4500 - Fax: (707) 226-5452**

**Property Address:**

1600 Soscol Avenue  
Napa, CA 94559

**Assessor's Parcel Number:**

044-250-033

**Buyer/Borrower:**

WCH NAPA LLC

**Seller/Owner:**

**Direct Title Inquiries to:**

Kevin Dornbush

Email: KDornbush@FirstAmNapa.com

**Reference Number:**

In response to the application for a policy of title insurance referenced herein, First American Title Insurance Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of First American Title Insurance Company.

**Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.**

Dated as of June 7, 2022 at 7:30 A.M.

By:   
Authorized Signatory



ORDER NO: T0021172-006

The form of policy or policies of title insurance contemplated by this report is:

ALTA Owner's Policy (6/17/06) with Regional Exceptions (Standard Coverage)

A specific request should be made if another form or additional coverage is desired.

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

**WCH NAPA LLC, A DELAWARE LIMITED LIABILITY COMPANY**

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

**A fee as to Parcel(s) One, an easement as to Parcel(s) Two, Three, and Four.**

THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

**See Exhibit A attached hereto and made a part hereof.**



**EXHIBIT A****LEGAL DESCRIPTION**

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

**PARCEL ONE:**

Commencing at the northwest corner of Lot 1 as shown on the Final Map of Bresciani Commercial Plaza filed June 14, 1983 in [Book 13 of Record Maps at pages 54 & 55](#) in the office of the Napa County Recorder, said corner being a point on the east Right-of-Way of Soscol Avenue; thence along the North line of Lots 1 & 2 as shown on said Final Map leaving said east Right-of-Way of Soscol Avenue S 90°00'00" E 268.00 feet to the true Point of Beginning; thence S 00°00'00" W 131.00 feet to the North line of Randean Way Right of Way as shown on said Final Map; thence along the Randean Way Right-of-Way the following bearings and distance, N 90°00'00" E 30.51 feet to the beginning of a curve concave to the North having a radius of 90.00 feet; thence easterly along said curve 48.70 feet through a central angle of 31°00'10" to the beginning of a reverse curve concave to the West having a radius of 50.00 feet; thence easterly, southerly and westerly 211.19 feet along said curve through a central angle of 242°00'20" to the beginning of a reverse curve concave to the South having a radius of 90.00 feet; thence westerly 48.70 feet along said curve through a central angle of 31°00'10"; thence S 90°00'00" W 30.51 feet to the West line of Parcel 4 as shown on said Final Map; thence S 00°00'00" W 149.81 feet along said West line to the southwest corner of Lot 4 as shown on said Final Map; thence N 90°00'00" E 370.02 feet along the South line of said Parcel 4; thence N 19°58'00 E 362.61 feet along the western line of Parcel 3 and 4 as shown on said Final Map to the northeast corner of said Parcel 3; thence S 90°00'00" W 493.84 feet along the North line of said Parcels 3 and 2 to the Point of Beginning.

APN: 044-250-033

**PARCEL TWO:**

A non-exclusive Easement for emergency access vehicles, as conveyed in that certain document recorded December 24, 2003 as Series Number [2003-0066512](#) of Official Records of Napa County, more particularly described as follows:

COMMENCING at a point on the northern line of Lot 3 as shown on Map No. 3639 filed June 14, 1983 in [Book 13 of Maps at pages 54-55](#) in the office of the County Recorder of said Napa County, said point being distant West 128.27 feet from the northeast corner of said Lot 3; thence leaving said northern line North 222.49 feet; thence East 20.00 feet; thence North 250.00 feet to a point on the southern line of Imperial Way; thence along said southern line North 89° 51' 30" West 30.00 feet; thence leaving said southern line South 220.00 feet; thence West 15.00 feet; thence South 252.56 feet to a point on said northern line of Lot 3; thence along said northern line East 25.00 feet to the point of commencement.

**PARCEL THREE:**

Non-exclusive easements for ingress, egress, drainage, parking and utilities as described in the document entitled, "Joint Access Drainage, Parking, Utility Easement and Maintenance Agreement", recorded July 20, 2004 as Series Number [2004-0030607](#) of Official Records of Napa County, as such easements were reserved in the deed to KD Properties, Inc. recorded August 17, 2004 as Series Number [2004-0034729](#) of Official Records of Napa County.

**PARCEL FOUR:**





ORDER NO: T0021172-006

An easement for private storm drainage purposes as granted in the document recorded October 27, 2004 as Series Number 2004-0044735 of Official Records of Napa County.



**First American Title  
Company of Napa**

ORDER NO: T0021172-006

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. General and special taxes and assessments for the fiscal year 2022-2023, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Any claim that any portion of the land is within the bed of the Napa River and any tidal sloughs below the line of ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the bed of the sloughs or the river.
4. An easement for construction, operation, maintenance, replacement and repair of a sanitary sewer line and incidental purposes, recorded January 30, 1969 as [Book 801 at page 586](#) of Official Records.  
In Favor of : Napa Sanitation District
5. An easement shown or dedicated on the Map as referred to in the legal description  
For : Type B storm drain and incidental purposes.
6. The recital on the map referred to in the legal description, as follows:

This entire subdivision lies within the floodway of the Napa River and is subject to periodic inundation. Base flood elevation is 22.5' City of Napa datum. All improvements must comply with City of Napa Floodway Ordinance.

7. An easement for waterline, utility and incidental purposes in the document recorded July 6, 1983 as [Book 1291 at page 749](#) of Official Records.
8. The terms and provisions contained in the document entitled "Easement Agreement" recorded December 24, 2003 as Series Number [2003-0066512](#) of Official Records.
9. The terms and provisions contained in the document entitled "Joint Access Drainage, Parking, Utility Easement and Maintenance Agreement" recorded July 20, 2004 as Series Number [2004-0030607](#) of Official Records.
10. An easement for road and incidental purposes, recorded June 7, 2012 as Series Number [2012-0014937](#) of Official Records.  
In Favor of : Napa County Flood Control and Water Conservation District

Terms and provisions contained in the above document.

11. An easement for channel improvements and incidental purposes, recorded June 7, 2012 as Series Number [2012-0014938](#) of Official Records.  
In Favor of : Napa County Flood Control and Water Conservation District

Terms and provisions contained in the above document.



12. A deed of trust to secure an original indebtedness of \$20,000,000.00 recorded May 9, 2016 as Series Number [2016-0011061](#) of Official Records.

Dated : May 6, 2016  
Trustor : WCH Napa, LLC., a Delaware limited liability company  
Trustee : First American Title Insurance Company  
Beneficiary : Deutsche Bank AG, New York Branch  
Loan No. : None Shown

13. A document entitled "Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement" recorded October 6, 2016 as Series Number [2016-0025436](#) of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust recorded May 9, 2016, as Series Number [2016-0011061](#) of Official Records.

According to the public records, the interest of German American Capital Corporation, a Maryland Corporation was assigned to Wells Fargo Bank, National Association, as Trustee for the benefit of the Holders of DBJPM 2016-C3 Mortgage Trust Commercial Mortgage Pass-Through Certificates, Series 2016-C3 by assignment recorded October 6, 2016, as Series Number [2016-0025438](#) of Official Records.

14. A document entitled "Assignment of Leases and Rents" recorded May 9, 2016 as Series Number [2016-0011062](#) of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust recorded May 9, 2016, as Series Number [2016-0011061](#) of Official Records.

According to the public records, the interest under of Deutsche Bank AG, New York Branch, a branch of Deutsche Bank AG, a German Bank, authorized by the New York Department of Financial Services was assigned to German American Capital Corporation, a Maryland Corporation by assignment recorded October 6, 2016, as Series Number [2016-0025437](#) of Official Records.

According to the public records, the interest of German American Capital Corporation, a Maryland Corporation was assigned to Wells Fargo Bank, National Association, as Trustee for the benefit of the Holders of DBJPM 2016-C3 Mortgage Trust Commercial Mortgage Pass-Through Certificates, Series 2016-C3 by assignment recorded October 6, 2016, as Series Number [2016-0025439](#) of Official Records.

15. The terms and provisions contained in the document entitled "Memorandum of Assignment of Management Agreement and Subordination of Management Fees" recorded May 19, 2016 as Series Number [2016-0012121](#) of Official Records.

An unrecorded Hotel Management Agreement dated September 1, 2010 between Wine Country Hotels, LLC, a New Mexico limited liability company, as assigned to Borrower, and RTI Management, LLC, a California limited liability company, as Manager as disclosed by the document recorded above.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

16. The terms and provisions contained in the document entitled "Agreement" recorded October 18, 2016 as Series Number [2016-0026543](#) of Official Records.



17. Rights of parties in possession.
18. The requirement that evidence be provided that there are no commitment statements in effect under the Environmental Responsibility Acceptance Act Civil Code Section 850 et seq. with respect to the land.

The Company's Owner's Affidavit must be completed and submitted prior to close in order to satisfy this requirement.

19. With respect to WCH Napa LLC, a Delaware limited liability company:
  - a. A copy of its operating agreement and any amendments thereto;
  - b. If it is a California limited liability company, that a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) be recorded in the public records;
  - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
  - d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, that such document or instrument be executed in accordance with one of the following, as appropriate:
    - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such document must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
    - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
  - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
20. Secretary of State reports WCH Napa LLC is active as of June 15, 2022.

**-END OF EXCEPTIONS-**



**First American Title  
Company of Napa**

ORDER NO: T0021172-006

**Information Notes:**

- a. The following taxes are shown for proration purposes only:  
General and special taxes and assessments for the fiscal year 2021-2022  
First Installment : \$150,332.59 Paid  
Second Installment : \$150,332.59 Paid  
Tax Rate Area : 2000  
A. P. No. : 044-250-033
- b. The Assessor's Parcel Number(s), if any, contained in the legal description herein, are for quick identification purposes only, and are not a part of the actual legal descriptions.
- c. Any statement regarding the acreage of the herein described land contained within the legal description in this report is derived from the public record and is for recorded deed purposes only. The Policy of Title Insurance contemplated by this report provides no insurance with respect to acreage and no acreage statement will appear within the legal description of such policy.
- d. The County Recorder may charge an additional \$20.00 recording fee, if not provided with a "Preliminary Change of Ownership Report" Form, for each Deed to be recorded. The purchaser is responsible for completing and signing this form.
- e. Before an escrow can close, or funds placed in a Savings Account, the Seller must furnish a Taxpayer Identification Number to us so that we can file an IRS Form 1099S or its equivalent, with the Internal Revenue Service. This procedure is required by Section 6045 of the Internal Revenue Code.
- f. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

**Lenders Supplemental Report:**

- g. This report contemplates the issuance of a Lender's Policy of Title Insurance. We have no knowledge of any fact that would preclude the issuance of CLTA Form 100 Endorsement and a CLTA Form 116 Endorsement in conjunction with said policy.
- h. Said CLTA Form 116 Endorsement will indicate that there is located on the land a Commercial Building, commonly known as: 1600 Soscol Avenue Napa, CA 94559
- i. According to the public records, there has been no conveyance of the land within a period of two years prior to the date of this report, except as follows:

NONE

exn  
Madea

Brooks/kt





## RESTRICTIVE COVENANT NOTIFICATION

The following statement is deemed attached as a coversheet to any declaration, governing document, or deed identified in the above exceptions:

**If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**

Information for processing a "Restrictive Covenant Modification" form:

1. Print a complete copy of the document in question. Strike out what you believe to be unlawful restrictive language in the document.
2. Print and complete the "Restrictive Covenant Modification" ("RCM") form. Note that the signature on the form must be acknowledged by a notary public or other qualified officer.
3. Submit the completed RCM form and the document with your strike-outs to the County Clerk-Recorder's Office for the county where the property is located. No fee is required for this service.
4. The County Clerk-Recorder's Office will forward the RCM form and the document with your strike-outs to the Office of the County Counsel, who will determine whether the document contains any unlawful restrictions.
5. The Office of the County Counsel will return the RCM form and the document with your strike-outs to the County Clerk-Recorder's Office along with its determination. If approved, a Deputy County Counsel will sign the RCM, and the County Clerk-Recorder's Office will record, image and index it. If the Office of the County Counsel determines that the document does not contain an unlawful restriction, the County Clerk-Recorder's Office will not record the RCM.
6. The approved RCM will be returned to the submitter by mail.

**The "Restrictive Covenant Modification" form is included.**

Restrictive Covenant Modification form



***First American Title  
Company of Napa***

ORDER NO: T0021172-006

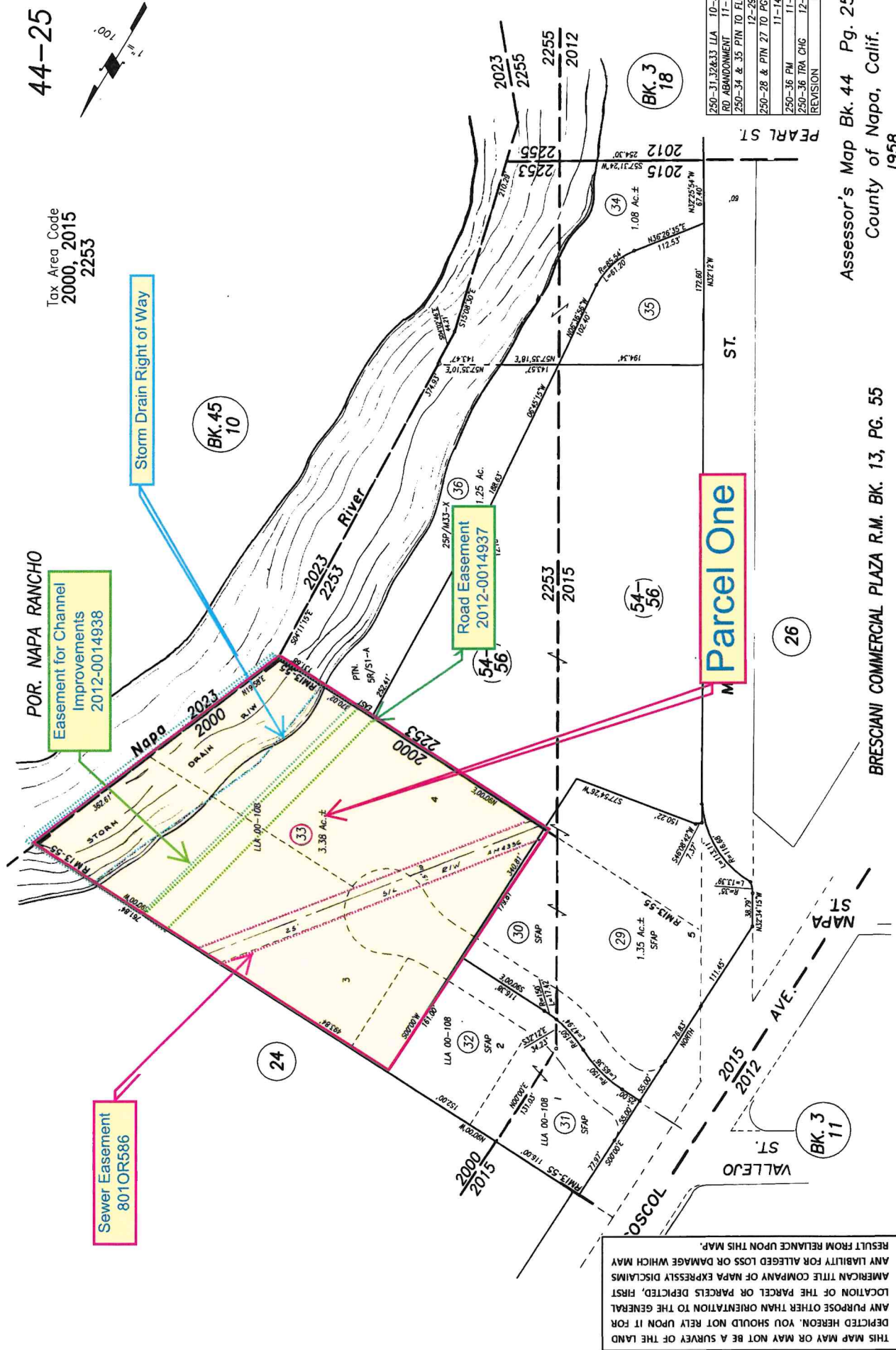
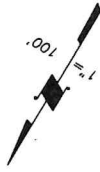
**WARNING:**

The map attached, if any, may or may not be a survey of the land depicted hereon. First American disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

**[CLICK HERE FOR MAP](#)**

44-25

Tax Area Code  
2000, 2015  
2253



250-31,32&33 LLA	10-31-02
RD ABANDONMENT	11-17-04
250-34 & 35 PIN TO FLOOD	12-29-05
250-28 & PIN 27 TO PG 54-56	11-14-06
250-36 PM	11-14-06
250-36 TRA CHG	12-31-07
REVISION	DATE

Assessor's Map Bk. 44 Pg. 25

County of Napa, Calif.

1958

BRESCIANI COMMERCIAL PLAZA R.M. BK. 13, PG. 55

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND  
DEPICTED HEREON, YOU SHOULD NOT RELY UPON IT FOR  
ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL  
LOCATION OF THE PARCEL OR PARCELS DEPICTED, FIRST  
AMERICAN TITLE COMPANY OF NAPA EXPRESSLY DISCLAIMS  
ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY  
RESULT FROM RELIANCE UPON THIS MAP.







## **PRIVACY POLICY**

### **We are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record of from another person on entity. First American has also adopted guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

### **Type of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested for us, or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**ATTACHMENT ONE (Revised 06-03-11)****CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY – 1990****EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)****ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE****EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

#### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

		Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:		1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:		1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:		1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:		1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5000.00

#### AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

#### EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- \* land use
- \* improvements on the land
- \* land division
- \* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- \* a notice of exercising the right appears in the public records
- \* on the Policy Date
- \* the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:

- \* that are created, allowed, or agreed to by you
- \* that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
- \* that result in no loss to you
- \* that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- \* to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

\* in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

#### **2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

#### **2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;



or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

#### **ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10) EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.

6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.