

NAPA COUNTY AGREEMENT NO. 230350B

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

("Agreement") is dated for reference purposes only, as of March 14, 2023, by and between NAPA COUNTY, a political subdivision of the State of California (hereinafter referred to as "SELLER" or "COUNTY"), and NAPA COMMUNITY REAL ESTATE FUND LP, a Delaware limited partnership (hereinafter referred to as "BUYER"). SELLER and BUYER shall be referred to from time to time hereinafter individually as "Party" or together as "Parties."

RECITALS

WHEREAS, BUYER purchased from SELLER that certain 8.6 acre parcel of real property – located at 2344 Old Sonoma Road, Napa, California, identified as Napa County Assessor's Parcel No. 004-291-015-000, with all rights, privileges, easements and appurtenances thereto, including, without limitation, all mineral and water rights, all permanent improvements and SELLER's personal property, fixtures, furniture and/or furnishings located thereon on or about November 8, 2021, are hereinafter collectively referred to as the "Original Property;" and

WHEREAS, BUYER now desires to purchase and SELLER desires to sell that certain approximate 2,911 square feet parcel of unimproved real property which is immediately adjacent to the Original Property with all rights, privileges, easements and appurtenances thereto, including, without limitation, all mineral and water rights, at Close of Escrow (the "Property") and is more particularly described on Exhibit A attached hereto.

WHEREAS, on March 14, 2023, the Board adopted Resolution 2023- _____ which determined that the Property disposition to the BUYER would create economic opportunity by creating affordable housing and creating jobs pursuant to Government Code section 52201, and establishing minimum price and other terms for sale of the property; and

WHEREAS, it is the Board's desire to sell the Property in a timely, expeditious manner to the BUYER to allow an increase in the number of low and moderate housing units to be constructed on the combined Property and Original Property which proposed use of the Property is subject to discretionary approvals required from the City of Napa; and

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, SELLER agrees to sell and BUYER agrees to purchase the Property according to the terms and conditions in this Agreement, as follows:

1. **RECITALS**. The foregoing recitals are true and correct. The Parties agree that this Agreement shall not be deemed invalid because the description of the Property is not exact or is incomplete as of the Effective Date. An exact legal description of the Property will be agreed upon by the Parties and insured by the Title Company (as defined below) at Closing as hereinafter described.

2. **EFFECTIVE DATE.** This Agreement shall be effective as of the last date of execution by SELLER or BUYER, as indicated on the signature page below (the "**Effective Date**").
3. **PURCHASE PRICE.** BUYER agrees to pay to SELLER, and SELLER agrees to accept, for BUYER's purchase of the Property, the amount of Fifty-Eight Thousand Two Hundred Twenty Dollars (\$58,220.00) (the "**Purchase Price**") (both Parties' signatories to initial here: _____ / _____). In addition to the Purchase Price, BUYER shall also pay through escrow all amounts necessary to pay approved escrow, title and recording fees and costs.
4. **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. ANY WAIVER, MODIFICATION OR CONSENT WITH RESPECT TO ANY PROVISION OF THIS AGREEMENT MUST, IN ORDER TO BE ENFORCEABLE, BE SET FORTH IN WRITING AND DULY EXECUTED BY BOTH PARTIES AS AN AMENDMENT OF THIS AGREEMENT. PERFORMANCE OF THIS AGREEMENT CONSTITUTES THE ENTIRE CONSIDERATION FOR THE CONVEYANCE OF THE PROPERTY.
5. **BUYER'S OBLIGATIONS.**
 - a. **DEPOSIT AND TERMS GOVERNING DEPOSIT.**
 - i. BUYER has delivered to SELLER a deposit in the sum of Two Hundred Dollars (\$200.00) ("**Deposit**") in the form of a cashier's check made payable to Placer Title Company, whose address is 5 Financial Plaza, #205, Napa, California 94558, and whom the Parties agree will serve as escrow holder for the Property's purchase (the "**Escrow Holder**"). The Deposit shall be refundable to BUYER during the Due Diligence Period, as defined below. If BUYER elects to proceed with the transaction at the expiration of the Due Diligence Period, the Deposit shall then be non-refundable to the BUYER except in the event of a SELLER's default that results in a termination of this Agreement or otherwise provided in Paragraphs 8 and 16.
 - ii. BUYER and SELLER shall open escrow with Escrow Holder. Upon opening of escrow, SELLER shall deliver the Deposit to the Escrow Holder.
 - iii. The Deposit shall become non-refundable upon the BUYER's waiver of contingencies to Close of Escrow or upon the date upon which the BUYER is deemed to have waived all contingencies as specified below, whichever occurs first, and the Deposit shall then be credited toward payment of the Purchase Price at the Close of Escrow. This Paragraph's non-refundability provision shall be inapplicable in the event of a material breach of this Agreement by SELLER or in the event that this Agreement is terminated and the escrow is cancelled pursuant

to the provisions of Paragraph 14, below. All days referenced in this Agreement shall mean calendar days unless otherwise specified.

- iv. Within five days after Escrow Holder receives the Deposit and places it in the interest-bearing account, Escrow Holder shall release One Hundred Dollars (\$100) of the deposited funds (the “**Independent Consideration**”) to SELLER as and for independent consideration for SELLER's execution of this Agreement and the granting of the contingency period to BUYER as herein provided. Such Independent Consideration is non-refundable to BUYER and shall not be considered part of the Deposit after the Deposit is received by Escrow Holder, but the Independent Consideration shall be credited toward the BUYER's payment of the Purchase Price at Close of Escrow, if such occurs.

b. **PAYMENT OF PURCHASE PRICE AND OTHER CHARGES.**

- i. Prior to, and as a condition of Close of Escrow, BUYER shall pay into escrow the amount of money necessary to yield net funds payable by the Escrow Holder to SELLER at the Close of Escrow in the amount of the Purchase Price, and BUYER shall also pay into escrow the amount of money necessary to pay any and all escrow fees, title insurance premiums, and real property transfer or other taxes necessary for consummation of the purchase (which shall also be the sole responsibility of BUYER). If, however, escrow is terminated as a result of SELLER's default of this Agreement then SELLER shall pay any Title Company and Escrow Holder cancellation fees and costs.
- ii. BUYER shall deposit such additional funds necessary to satisfy its obligation to pay the Purchase Price with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. Pacific Time on the business day prior to the Expected Closing Date; provided, however, that BUYER shall not be required to deposit such monies into Escrow if, at the time set for the deposit of such monies, SELLER is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed, BUYER need only provide the Escrow Holder with evidence establishing that the required monies are available.

- c. **Completion of Project Review by City of Napa.** Prior to, and as a condition of Close of Escrow, BUYER shall have completed all environmental review processes and other public review and hearing processes required by City of Napa and received final approval for creation of the housing units. SELLER shall have no obligation to close escrow and convey the Property until all environmental review and entitlements have been approved by City. If said reviews and approvals have not been completed on or before the end of the Due Diligence Period, Seller shall have the unilateral right, but not the obligation, to terminate this Agreement.

- 6. **SELLER'S OBLIGATIONS.** Prior to, and as a condition of the Close of Escrow, SELLER shall deposit into escrow a Grant Deed in the form attached hereto as **Exhibit B** (the “**Grant**

Deed”), which shall convey from SELLER to BUYER fee title to the Property subject only to the Permitted Exceptions (as defined below). Prior to the Expected Closing Date, SELLER shall execute and submit to the Escrow Holder an affidavit to the effect that (a) SELLER is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes, and (b) that SELLER is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes.

7. **ESCROW INSTRUCTIONS.** Promptly following the Effective Date, the Parties shall deposit with Escrow Holder a copy of this Agreement. By its execution and delivery of this Agreement, Escrow Holder agrees to be bound by the terms and conditions of this Agreement to the extent applicable to its duties, liabilities and obligations as “Escrow Holder” hereunder. Escrow Holder shall hold and dispose of the Deposit in accordance with the terms of this Agreement. The Escrow Holder’s General Provisions are attached hereto as **Exhibit C** and made a part hereof. This Agreement shall constitute not only the agreement of purchase and sale between BUYER and SELLER, but also instructions to Escrow Holder for the consummation of the purchase and sale through the escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by both Parties. Buyer and Seller may execute and deliver such supplemental escrow instructions and closing documents consistent with this Agreement as they may deem necessary or desirable (“**Supplemental Instructions**”). The Supplemental Instructions shall not modify or amend the provisions of this Agreement unless otherwise set forth in a separate written document signed by duly authorized representatives of both Buyer and Seller, including each Party’s respective attorneys. In the event that there is any conflict between the provisions of this Agreement and the provisions of any Supplemental Instructions, the provisions of this Agreement shall prevail and control as to the Parties and the Escrow Holder.

8. **DUE DILIGENCE PERIOD AND TITLE REVIEW.**

a. Subject to the terms of Paragraph 12, BUYER shall have one hundred twenty (120) days from the Effective Date (the “**Due Diligence Period**”), to review all entitlements for BUYER’s intended use and make any and all inspections, investigations, tests, surveys and appraisals of the Property as BUYER deems necessary or desirable including, without limitation, title matters, studies relating to environmental and soil conditions of the Property, and whether the Property is suitable for BUYER’s intended use of the Property, and any other matters BUYER determines relate to the Property; provided, however, BUYER shall not undertake any Phase II environmental testing or any destructive testing on the Property or of any buildings or other structures thereon, without SELLER’s written consent, which consent may be withheld or granted in SELLER’s sole and absolute discretion. BUYER may terminate this Agreement and receive a refund of the remaining Deposit by providing notice of such termination to Seller and Escrow Holder thereof at any time prior to expiration of the Due Diligence Period as specified more fully in Paragraph 10.

b. Within the time periods set forth below, BUYER shall have the right to approve, in its sole and absolute discretion, a preliminary report or title commitment for the Property (the “**Title Commitment**”) and all exceptions and other title matters referenced therein, or disclosed by any ALTA survey of the Property that BUYER may elect to obtain (the

“Survey”). (All such exceptions and title matters are referred to herein as the “Exceptions”). Immediately following the Effective Date, Escrow Holder shall at BUYER'S expense order the Title Commitment with copies of all Exceptions to title set forth on such report, which Title Commitment and Exceptions Escrow Holder shall deliver to Buyer with a copy to Seller. BUYER at its expense may order a Survey. The Survey (if any), Title Commitment, and copies of all Exceptions to title set forth on the Title Commitment are collectively referred to below as the "**Title Documents.**" BUYER shall have until 5:00 p.m. (Pacific Time) sixty (60) days from the Effective Date ("**Title Inspection Period**") to give Seller written notice of Buyer's objections to or disapproval of any Exception(s) disclosed by the Title Documents (the "**Objection(s)**"). The failure of BUYER to so object to an Exception set forth on the Title Commitment or any Survey within the specified time period shall be deemed BUYER's approval of said Exception. Within ten (10) days after its receipt of the Objections, with respect to each Objection, SELLER shall notify BUYER whether SELLER (i) will cure or eliminate such Objection from title on or prior to Closing or (ii) is unwilling or unable to cure or have such Objection eliminated from title to the Property on or prior to Closing ("**Seller's Title Notice**"), and SELLER shall cure or eliminate from title to the Property prior to Closing any such Objection Seller has agreed to so cure or eliminate. If SELLER fails to timely deliver such a Seller's Title Notice as to a particular Objection within such ten (10) day period, then Seller shall be deemed to have made the election in clause (ii) above. If SELLER elects not to remove any Objection or is deemed to have made an election not to remove an Objection, then BUYER shall have until the end of the Due Diligence Period to notify SELLER that either (1) BUYER is willing to purchase the Property subject to such Objection(s), upon the satisfaction of the remaining conditions to the Closing or (2) BUYER elects to terminate this Agreement. Any such Objection(s) that BUYER has elected to take title to the Property subject to, shall be deemed to be a Permitted Exception. Any failure by BUYER to so terminate this Agreement shall constitute BUYER's election to proceed as specified in subclause (1) above. Any termination of this Agreement pursuant to this Paragraph 8(b) shall have the same effect as termination pursuant to Paragraphs 8(a) and Paragraph 10.

- c. As used herein, “**Permitted Exceptions**” means any and all Exceptions (a) approved in writing by BUYER or deemed approved pursuant to the terms of this Agreement, (b) all real estate taxes and assessments for the Property not yet due and payable, and/or (c) any Exceptions caused by Buyer or any employee, agent or contractor thereof.
- d. No extension of the Due Diligence Period shall be granted.

9. **INTENTIONALLY OMITTED.**

10. **TIME FOR BUYER TO WAIVE CONTINGENCIES TO CLOSE OF ESCROW.** As specified above, BUYER shall have until 5:00 p.m. Pacific Time on the last day of the Due Diligence Period in which to cancel escrow and withdraw from the purchase of the Property or to waive all contingencies set forth in Paragraphs 8(a) and (b) and proceed to Close of Escrow on BUYER's purchase of the Property on the terms and conditions specified herein. To exercise the right to cancel the escrow and this Agreement pursuant Paragraphs 8(a) and 8(b), BUYER must take steps to ensure actual receipt by the Escrow Holder and by SELLER of the BUYER's

written Notice of Cancellation of this Agreement and escrow resulting therefrom (the “**Cancellation Notice**”) prior to 5:01 P.M. on the last day of the Due Diligence Period. To be effective, the Cancellation Notice must be signed by an authorized representative of BUYER.

IF BUYER DOES NOT PROVIDE THE CANCELLATION NOTICE, WHICH IS ACTUALLY RECEIVED BY ESCROW HOLDER AND SELLER NO LATER THAN 5:00 P.M. PACIFIC TIME ON THE LAST DAY OF THE DUE DILIGENCE PERIOD, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS WAIVED ALL CONTINGENCIES TO CLOSE OF ESCROW AS SET FORTH IN PARAGRAPHS 8(A) AND 8(B).

Unless the Parties otherwise agree in writing, and except as provided in Paragraph 16(c) [Closing Conditions], if and only if BUYER provides such written notice to the Escrow Holder and SELLER, no later than 5:00 P.M. Pacific Time on the last day of the Due Diligence Period, that BUYER is withdrawing from the purchase and cancelling escrow and this Agreement, then BUYER shall receive a return from the Escrow Holder of the Deposit, less only: (a) the Independent Consideration paid to SELLER as consideration for SELLER’s execution of this Agreement and the granting of the contingency period to BUYER as provided above, and (b) any and all Title Company and Escrow Holder cancellation fees and costs, all of which shall be BUYER's obligation. Upon any such termination of this Agreement, neither BUYER nor SELLER shall have any further duties or obligations hereunder, except for those obligations that are expressly stated to survive such termination.

11. DURATION AND CLOSE OF ESCROW. For purposes of this Agreement and any other escrow instructions, the Close of Escrow shall occur fifteen (15) days from the expiration of the Due Diligence Period or the waiver of BUYER’s contingencies, whichever occurs earliest (the “**Expected Closing Date**”). Subject to satisfaction of the contingencies and obligations set forth in this Agreement as set forth or summarized in Paragraph 16(c) below, Escrow Holder shall close the escrow (the “**Closing**” or “**Close of Escrow**”) by recording the Grant Deed executed by SELLER and the other documents required to be recorded, including the Restrictive Covenant (as defined below) attached hereto as **Exhibit D** and by disbursing the funds and documents in accordance with this Agreement.

12. BUYER'S ENTRY UPON PROPERTY DURING ESCROW. Subject to compliance with the insurance requirements set forth below and the limitations set forth in Paragraph 8(a), at any time during the Due Diligence Period, BUYER and its agents and representatives shall have the right, at reasonable times and with reasonable advance written notice, in a way that does not disturb SELLER's use of the Property, to enter upon the Property for the purpose of making inspections and tests. No destructive or Phase II testing shall be conducted, however, without SELLER's written prior approval as specified in Paragraph 8(a). Following any such entry or work, unless otherwise directed in writing by SELLER, BUYER shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as SELLER may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for BUYER shall be paid for by BUYER as and when due and BUYER shall indemnify, defend (with counsel reasonably acceptable to SELLER), protect and hold harmless SELLER, any and all agents, employees and contractors of its agent, and the Property of and from any and all claims, liens, liabilities, losses,

expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of BUYER, its agents or employees in connection therewith. BUYER and any and all agents, employees and contractors of BUYER who enter upon the Property for purposes of conducting any inspections or tests (collectively "**BUYER and its Agents**") shall have, and continue to have, the following insurance coverage in full force and effect as a condition of any entry or continued entry onto the Property or any portion thereof, and such insurance shall be maintained in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement:

- a. Workers' Compensation Insurance. To the extent required by law, BUYER and its Agents shall provide Workers' Compensation insurance for the performance of any of BUYER's and its Agents' duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability, and a waiver of subrogation.
- b. Liability Insurance. The following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:
 - i. General Liability. Commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than A:VII or by self-insurance satisfactory to SELLER's Risk Manager, or by a combination thereof, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of that Party under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.
 - ii. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that Party's activities under this Agreement of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.
- c. Certificates of Coverage, Waiver of Subrogation and Additional Insureds. Insurance coverages referenced in 12(a) and (b), above, shall be evidenced by one or more certificates of coverage and copies of applicable endorsements or, with the consent of SELLER's Risk Manager, demonstrated by other evidence of coverage acceptable to SELLER's Risk Manager, which shall be delivered by BUYER to SELLER prior to each of BUYER and its Agents entry onto the Property, or any one of them (and anytime thereafter as may be requested by SELLER).
 - i. The certificate(s) or other evidence of coverage shall reference this Agreement by its SELLER number or title and department shall be kept current during the term

of this Agreement; shall provide that SELLER shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

- ii. For the commercial general liability insurance coverage referenced in 12(b)(i) and, for the comprehensive automobile liability insurance coverage referenced in 12(b)(ii) where the vehicles are covered by a commercial policy rather than a personal policy, BUYER shall also deliver to SELLER with the evidence of coverage an endorsement from the insurance provider naming SELLER and its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers' Compensation insurance coverage, BUYER shall deliver to SELLER with the evidence of coverage an endorsement waiving subrogation.
 - iii. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of BUYER not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of SELLER shall pertain only to liability for activities of BUYER under this Agreement, and that the insurance provided is primary coverage to SELLER with respect to any insurance or self-insurance programs maintained by SELLER.
- d. INTENTIONALLY OMITTED.
 - e. Deductibles/Retentions. Any deductibles or self-insured retentions shall be disclosed to SELLER's Risk Manager.
 - f. Inclusion in Subcontracts. BUYER agrees and acknowledges that the above-referenced liability and Workers' Compensation insurance requirements shall apply to all subcontractors and any other entity or person who is involved in providing services under this Agreement involving any entry onto the Property, or any portion thereof, and BUYER shall require compliance of said persons or entities with such insurance requirements set forth in this Paragraph 12.

13. INTENTIONALLY OMITTED.

14. BUYER'S PURCHASE OF PROPERTY IN AS-IS CONDITION WITHOUT RELIANCE ON ANY REPRESENTATIONS OR WARRANTIES FROM SELLER, AND WITHOUT ANY RIGHT OF CONTRIBUTION OR INDEMNITY FROM SELLER.

- a. BUYER agrees and acknowledges that it is purchasing the Property at Close of Escrow in "as-is", "where-is" condition with all faults.

- b. BUYER further agrees, acknowledges and represents that in purchasing the Property, it is not relying at all on any representations or warranties by SELLER relating in any manner to the Property, and that SELLER is not and shall not be required to remove, pay for, contribute to the payment for, or to indemnify or hold BUYER or anyone else harmless against the costs of any removal or cleanup of improvements, fixtures, personal property, Hazardous Materials (as defined below), or dangerous conditions located on or affecting the Property. BUYER further acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, including but not limited to, warranties with respect to the fitness of the Property for a particular purpose or the suitability of the Property for BUYER's intended use thereof.
- c. BUYER acknowledges that by the time for waiver of all contingencies to the Closing as provided above, BUYER must and will have either waived or caused to be conducted all inspections and investigations of the Property that BUYER believes are necessary to protect its own interests in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Materials laws, or any other act, ordinance or law, have been made by either Party or SELLER's Broker, or relied upon by either Party hereto. Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to BUYER by SELLER or SELLER's representatives, have been delivered as an accommodation to BUYER and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which BUYER relies on at its own risk.
- d. Notwithstanding anything to the contrary in this Paragraph, in the event any Hazardous Materials found on, under or incorporated into the ground portion of the Property are determined to have been placed or discharged thereon by predecessors of SELLER or by tenants of SELLER or other third parties without the consent of SELLER, BUYER and SELLER agree to cooperate with each other in the pursuit of all reasonably available remedies to ensure that financial responsibility for the costs of any required cleanup by SELLER or BUYER is borne by such third parties to the extent such third parties are legally responsible. As used herein, "**Hazardous Materials**" means any pollutants, contaminants, hazardous or toxic substances, materials or wastes (including petroleum, petroleum by-products, radon, asbestos and asbestos containing materials, polychlorinated biphenyls ("PCBs"), PCB-containing equipment, radioactive elements, infectious agents, and urea formaldehyde), as such terms are used in any applicable environmental laws and/or regulations.
- e. Except for matters arising from Seller Parties' (as defined below) intentional fraud or misrepresentation, BUYER, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges SELLER and its directors, officers, principals, consultants, representatives, attorneys, agents and employees, successors and assigns (collectively with Seller, the "**Seller Parties**"), from and against any and all claims,

actions, causes of action, demands, liabilities, damages, costs and expenses (including attorneys' fees and costs), whether known or unknown at the time of this Agreement, which BUYER has or may have in the future, arising out of the physical, environmental, economic or legal condition of the Property. For the foregoing purposes, BUYER hereby specifically waives the provisions of Section 1542 of the California Civil Code ("**Section 1542**") and any similar law of any other state, territory or jurisdiction. Section 1542 provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

**BUYER'S
INITIALS:** _____

BUYER hereby specifically acknowledges that BUYER has carefully reviewed this subsection and discussed its import with legal counsel and that the provisions of this subsection are a material part of this Agreement. The provisions of this Paragraph 14 shall survive Closing.

15. INTENTIONALLY OMITTED.

16. **DOCUMENTS REQUIRED AT OR BEFORE CLOSING; CLOSING CONDITIONS AND CLOSING PROCEDURES.**

- a. SELLER's Deliveries. The following documents shall be submitted by SELLER to Escrow Holder at or prior to the Expected Closing Date:
- i. the Grant Deed duly acknowledged and executed by SELLER;
 - ii. an original of the Amended Restrictive Covenant (defined below) duly acknowledged and executed by SELLER;
 - iii. an affidavit certifying that Seller is not a foreign entity under the Foreign Investment in Real Property Act as specified in Paragraph 6;
 - iv. a California Form 593-C in the current form as established by the California Franchise Tax Board as specified in Paragraph 6;
 - v. an executed Closing statement reasonably acceptable to Seller;
 - vi. any other document or agreement required by this Agreement and/or such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

b. BUYER's Deliveries. The following documents and sums shall be submitted by BUYER to Escrow Holder at or prior to the Expected Closing Date:

- i. sufficient immediately available wire transfer funds which, when added to the Deposit and accrued interest are sufficient to pay the (x) Purchase Price and (y) BUYER's share of closing costs;
- ii. an original of the Amended Restrictive Covenant duly acknowledged and executed by BUYER;
- iii. an executed closing statement reasonably acceptable to BUYER; and
- iv. any other document or agreement required by this Agreement and/or such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

c. Closing Conditions.

- i. Conditions to BUYER's Obligations: BUYER will have no obligation to purchase the Property and consummate the Closing unless each of the following conditions precedent has been satisfied or waived by BUYER as of the Expected Closing Date:
 1. Title Company shall issue or be unconditionally and irrevocably committed to issue to BUYER the Title Policy (as defined below);
 2. Seller and Escrow Holder, respectively, shall have performed all of their covenants and obligations set forth in this Agreement;
 3. BUYER shall not have terminated this Agreement pursuant to the contingencies set forth in Paragraph 8; and

If any of the conditions precedent in favor of BUYER set forth in Paragraph 16(c)(i) are neither satisfied nor waived by BUYER by the Expected Closing Date, then, BUYER (at its option) may terminate this Agreement by giving a notice of termination to SELLER as and to the extent provided in Paragraph 10. In the case any such termination, (i) the escrow shall terminate, (ii) BUYER will have no further obligation to purchase the Property from Seller, (iii) Seller will have no further obligation to sell the Property to BUYER, and (iv) the Parties will have no further obligation to one another, except as otherwise expressly provided herein. In the event of such a termination, the Deposit (exclusive of the Independent Consideration) shall be returned to BUYER. Notwithstanding anything to the contrary contained herein, in the event of a failure of any condition precedent specified in this Paragraph 16(c)(i) that is caused by a default hereunder on the part of SELLER, then in lieu of terminating this Agreement and escrow pursuant to this Paragraph, then BUYER shall be entitled to exercise its rights pursuant to the provisions of Paragraph 22(c).

- ii. Conditions to SELLER'S Obligations: SELLER will have no obligation to sell the Property and consummate the Closing unless each of the following conditions precedent has been satisfied by Seller as of the Expected Closing Date:
1. BUYER and Escrow Holder, respectively, shall have performed all of its covenants and obligations set forth in this Agreement;
 2. BUYER shall not have terminated this Agreement pursuant to the contingencies set forth in Paragraph 8;
 3. BUYER has completed all applicable environmental review and approval in compliance with the California Environmental Quality Act for the development of the Improvements; and

If any of the conditions precedent in favor of Seller set forth in this Paragraph 16(c)(ii) are not satisfied by the Closing Date, then Seller (at its option) may terminate this Agreement by giving a notice of termination to BUYER as and to the extent provided in Paragraph 11. In the case of any such termination, (i) the escrow shall terminate, (ii) SELLER will have no further obligation to sell the Property to BUYER, (iii) BUYER will have no further obligation to purchase the Property from Seller, and (iv) the Parties will have no further obligation to one another, except as otherwise expressly provided herein. In the event of such a termination, the remaining Deposit shall be returned to Buyer. Notwithstanding anything to the contrary contained herein, in the event of a failure of any condition precedent specified in this Paragraph 16(c)(ii) that is caused by a default hereunder on the part of BUYER, then in lieu of terminating this Agreement and escrow pursuant to this Paragraph 16(c)(ii), SELLER shall be entitled to exercise its rights pursuant to the provisions of Paragraph 22(b).

- d. Closing Procedures. On the Expected Closing Date, Escrow Holder will close escrow as follows:
- i. record the Grant Deed (marked for return to BUYER) with the County Recorder of the County, which will be deemed delivered to BUYER;
 - ii. record the A&R Restrictive Covenant with the County Recorder of the County and provide copies thereof with the recordation contained thereon to BUYER and SELLER;
 - iii. reissue the Title Policy, and cause it to be delivered to BUYER;
 - iv. charge BUYER for those costs and expenses to be paid by BUYER pursuant to this Agreement and disburse any net funds remaining after the preceding disbursements to BUYER;
 - v. disburse to SELLER the Purchase Price remaining after payment of any prorated amounts and charges to be paid by or on behalf of Seller, and disburse to BUYER the balance of any remaining funds in Escrow;

- vi. prepare and deliver to both Purchaser and Seller one signed copy of Escrow Holder's closing statement showing all receipts and disbursements of the Escrow;
 - vii. deliver to BUYER the FIRPTA Affidavit and the California Form 593-C (or any successor thereto);
 - viii. deliver any other documents and complete such other acts as required of Escrow Holder hereunder; and
 - ix. close escrow within the meaning of Section 6045 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and promptly file all necessary information reports and returns regarding this transaction as required by the Code, including, without limitation, the returns required pursuant to Section 6045 of the Code.
17. **TITLE INSURANCE.** At Closing, Escrow Holder shall cause to be issued to BUYER a standard coverage owner's form policy of title insurance effective as of the Closing, issued by Placer Title Company or any national title insurance company, such as Stewart Title, which underwrites policies for escrows handled by Escrow Holder, ("**Title Company**") in the full amount of the Purchase Price, insuring title to the Property vested in BUYER, subject only to the Permitted Exceptions (the "**Title Policy**"). At its own costs, to the extent available, BUYER may elect to obtain ALTA extended coverage owner's title policy and/or any endorsements BUYER deems appropriate, but such extended coverage shall not be a condition of Closing.
18. **INSURANCE.** Any insurance which SELLER may have maintained for the Property or any insurance thereon will terminate on the Closing. It is BUYER's sole responsibility to obtain appropriate insurance to cover the Property after Closing.
19. **COVENANT OF AFFORDABILITY.** BUYER, in connection with the sale of the Original Property, committed to construct, or cause to be constructed on the Property, a housing development with at least fifteen percent (15%) of the total number of dwelling units, (the "**Affordable Units**"), to either be sold at affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code ("**H&SC**"), to lower income households, as defined in Section 50079.5 of the H&SC, or very low income households, as defined in Section 50105 of the H&SC. These affordability requirements are set forth in a Restrictive Covenant ("**Original Restrictive Covenant**") recorded against the Original Property as Instrument No. 2021-0034551. BUYER and SELLER will enter into an amended restricted covenant (the "**A&R Restrictive Covenant**") which will provide that in consideration of the sale of the Property to BUYER, the Housing Project will contain one additional housing unit to be sold to low income (as defined in H&SC Section 50105) home buyer and six additional housing units to be sold to moderate income (as defined in H&SC Section 50093) homebuyers, which units shall be in excess of the Affordable Units required under the Original Restrictive Covenant. The A&R Restrictive Covenant shall restrict the affordable housing cost or affordable rent of the dwelling unit for a term of 45 years from the date a certificate of occupancy is issued for the dwelling units and shall be enforceable as described in Government Code Section 54233 and 54222.5 against any owner who violates a covenant or restriction and each successor in interest who continues the violation. The Parties agree that the covenants and restrictions set forth in such A&R Restrictive Covenant shall run with the land, shall not be subordinated to any deed of trust,

and shall bind all successors in title to the Property, provided, however, that on the expiration of the 45-year term, said covenants and restrictions shall expire.

20. **NO LEASES.** SELLER warrants that there are currently no oral or written leases on all or any portion of the Property.
21. **INTEGRITY OF PROPERTY.** Except as otherwise provided herein or by express written permission granted by BUYER, SELLER shall not, after the Effective Date until the Close of Escrow, alienate, lien, encumber or transfer the Property or any interest therein or allow the same to occur, intentionally cause or allow any physical changes on the Property, or enter into a lease or contract with respect to the Property or any portion thereof, which would survive the Close of Escrow and otherwise materially impair BUYER's use of the Property.
22. **DEFAULT.**
 - a. **Notice of Default; Cure Period.** With respect to a default or breach by either Party hereunder, neither Party will be in default under this Agreement unless and until the other Party gives the defaulting Party written notice specifying the default or defaults and such default or defaults have not been cured within two (2) business days from the defaulting Party's receipt of such notice.
 - b. **Liquidated Damages.** **IF BUYER FAILS TO COMPLETE THE PURCHASE PROVIDED FOR IN THIS AGREEMENT BY REASON OF ANY DEFAULT OF BUYER, SELLER SHALL BE RELEASED FROM SELLER'S OBLIGATION TO SELL THE PROPERTY TO BUYER. FURTHER, BY INITIALING THIS PARAGRAPH 22(b) BUYER AND SELLER AGREE AND UNDERSTAND THAT IN EVENT OF DEFAULT BY BUYER, (A) IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES; (B) AN AMOUNT EQUAL TO THE DEPOSIT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES IF THE CLOSING DOES NOT OCCUR BY REASON OF BUYER'S DEFAULT HEREUNDER AND SHALL CONSTITUTE LIQUIDATED DAMAGES PAYABLE TO SELLER; (C) THE PAYMENT OF THE LIQUIDATED DAMAGES TO SELLER SHALL CONSTITUTE THE EXCLUSIVE AND SOLE REMEDY OF SELLER AT LAW OR IN EQUITY; (D) SELLER MAY RETAIN THAT PAYMENT ON ACCOUNT OF THE PURCHASE PRICE FOR THE PROPERTY AS LIQUIDATED DAMAGES; AND (E) PAYMENT OF THOSE SUMS TO SELLER AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT INSTEAD IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO SECTIONS 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE. THE PARTIES HAVE FREELY NEGOTIATED THE FOREGOING LIQUIDATED DAMAGES PROVISION IN GOOD FAITH. NOTHING SET FORTH IN THIS PARAGRAPH 22(b) SHALL SERVE TO LIMIT ANY INDEMNITY OBLIGATION OF BUYER UNDER THIS AGREEMENT OR ANY POST-CLOSING OBLIGATION OF BUYER.**

**BUYER'S
SIGNATURE:** _____

**SELLER'S
SIGNATURE:** _____

c. SELLER Default. IF, AT CLOSING, SELLER IS IN DEFAULT OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND SUCH DEFAULT CONTINUES BEYOND THE PERIOD SPECIFIED IMMEDIATELY ABOVE, THEN BUYER SHALL HAVE THE RIGHT, TO ELECT, AS ITS SOLE AND EXCLUSIVE REMEDY, TO TAKE ONE (1), BUT NOT MORE THAN ONE (1), OF THE FOLLOWING ACTIONS: (i) terminate this Agreement by written notice to Seller, promptly after which the Deposit shall be returned or released to Buyer and neither Seller nor Buyer shall have any liability hereunder except for those obligations which expressly survive the termination of this Agreement or (ii) waive the default and proceed to Closing. EXCEPT AS EXPRESSLY PROVIDED ABOVE, AND EXCEPT FOR SELLER'S POST-CLOSING OBLIGATIONS UNDER THIS AGREEMENT, BUYER HEREBY WAIVES AND RELEASES ANY RIGHT BUYER OTHERWISE POSSESSES TO RECOVER OR SEEK TO RECOVER ANY DAMAGES ARISING OUT OF THIS AGREEMENT AND/OR ESCROW, INCLUDING, WITHOUT LIMITATION, ANY CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL OR GENERAL DAMAGES OF ANY NATURE OR KIND (EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR FOR ANY PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, AND ALL SUCH DAMAGES CLAIMS ARE HEREBY WAIVED BY BUYER TO THE FULLEST EXTENT PERMITTED BY LAW.

23. **FURTHER ASSURANCES AND CONTINGENCIES.** 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. Such acts shall include, but not be limited to, compliance by BUYER and SELLER with California Government Code Section 65402.
24. **INTENTIONALLY OMITTED.**
25. **GENDER, NUMBER.** As used herein, the singular shall include the plural and the masculine shall include the feminine, wherever the context so requires.
26. **GOVERNING LAW; VENUE.** This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California and any litigation brought hereunder in state court shall be brought in the Superior Court of California, County of Napa, a unified court.
27. **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.
28. **CONSTRUCTION.** This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **WAIVER OF BREACH.** No waiver by any Party of any breach of this Agreement shall be deemed a waiver of any other or subsequent breach.
30. **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.
31. **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.
32. **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.
33. **TIME.** Time is of the essence of each provision of this Agreement. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.
34. **WAIVER OF PERFORMANCE.** 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.
35. **ATTORNEYS' 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 attorneys' fees and costs in such litigation, or in a separate action brought for that purpose. For purposes of this Agreement, the terms "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the prevailing Party, which may also include printing, photostating, duplicating, air freight charges and other expenses, as well as the fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.
36. **NOTICES.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed given and effective: (i) on the date of delivery if served personally on the Party to whom notice is to be given or, unless otherwise specifically provided or required by this Agreement; (ii) if sent by overnight delivery, such as by Federal Express, on the date said notice or other writing is delivered or on which delivery is refused; (iii) if mailed, five (5) calendar days after mailing by first class, registered or certified mail, postage prepaid; or

(iv) if by electronic mail, in which case it will be deemed delivered on the date sent or the next business day after the date sent, and properly addressed as follows:

Any Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

BUYER: Napa Community Real Estate Fund LP
c/o Heritage Housing Partners
608 N. Fair Oaks Avenue, Suite 126
Pasadena, California 91103
ATTN: Charles E. Loveman, Jr.

SELLER: Napa County
Department of Public Works
1195 Third Street, Suite 101
Napa, California 94559
ATTN: Director of Public Works

With a copy to:

Napa County
Office of Napa County Counsel
1195 Third Street, Suite 301
Attention: County Counsel

37. **CLOSING COSTS, FEES AND PRORATIONS.** BUYER shall pay all closing costs including but not limited to real property taxes, assessments, documentary transfer taxes, title insurance desired by BUYER (including the premiums for the Title Policy), escrow and recording fees, except that SELLER shall pay a real estate commission for SELLER's broker. Additionally, with respect to the costs of curing any Exception, which Seller has agreed to cure, if any, as specified in Paragraph 8 above, Seller shall pay for all costs thereof. Each Party will be responsible for and bear all of its own costs and expenses incurred in connection with the proposed purchase and sale, including without limitation, all accounting, legal and other fees and expenses.
38. **REAL ESTATE BROKERS.** The following real estate broker(s) ("Brokers") and brokerage relationships exist in this transaction and are consented to by the Parties:

Colliers Parrish International, Inc. represents SELLER ("SELLER's Broker")

The Parties acknowledge that other than the Brokers listed above, there are no other brokers representing the Parties or due any fees and/or commissions under this Agreement. BUYER and SELLER each represent and warrant to the other that they have had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein other than the Brokers identified above in this Paragraph, and that no broker or other person, firm or entity, other than said Brokers is or are entitled to any commission or finder's fee in connection with this transaction as

the result of any dealings or acts of such Party. BUYER and SELLER do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party, other than said named Brokers by reason of any dealings or act of the indemnifying Party.

39. **COUNTERPARTS AND .PDF / FACSIMILE SIGNATURES.** This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, and all of which when together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement. In order to expedite the transaction contemplated herein, facsimile and/or .pdf signatures may be used in place of original signatures on this Agreement. SELLER and BUYER intend to be bound by the signatures on the electronically transmitted document, are aware that the other Party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.
40. **RELATIONSHIP OF BUYER AND SELLER.** Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the Parties hereto partners or joint venturers, or to render either Party liable for any of the debts or obligations of the other, it being the intention of the Parties to merely create the relationship of SELLER and BUYER with respect to the Property to be conveyed hereby.
41. **AUTHORITY TO SIGN.** Each Party and the signatories for that Party represent and warrant that the Party's signatories to this Agreement are authorized to enter into this Agreement on behalf of that Party and that no other authorizations are required to implement this Agreement on behalf of that Party. 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. Such evidence may be in the form of a certified copy of the minutes of the governing board of the Party approving such Agreement and authorizing signature thereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date of execution below.

"BUYER"

Date: _____, 2023

NAPA COMMUNITY REAL ESTATE FUND, LP,
a California limited partnership

By: Napa HHS GenPar LLC,
a Delaware limited liability company,
Its: General Partner

By: _____

Name: Charles E. Loveman, Jr.

Its: Authorized Signer

"SELLER"

Date: _____, 2023

NAPA COUNTY, a political subdivision of
the State of California

By: _____

BELIA RAMOS, Chair of the
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Chris R.Y. Apallas</u> Deputy County Counsel</p> <p>Date: <u>March 2, 2023</u></p> <p>Doc. No. <u>87639</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Exhibit A
Legal Description

EXHIBIT 'A'

**LEGAL DESCRIPTION
TRANSFER PARCEL A**

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF NAPA, COUNTY OF NAPA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT PARCEL OF LAND CONVEYED TO THE BOARD OF DIRECTORS OF THE NAPA COUNTY INFIRMARY BY DEED FILED FEBRUARY 8, 1869 AND RECORDED IN BOOK L OF DEEDS AT PAGE 304 IN OFFICE OF THE RECORDER OF NAPA COUNTY AND AS DELINEATED IN BOOK 49 OF SURVEYS, PAGE 19 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

*COMMENCING AT THE SOUTHWESTERLY CORNER OF THE ABOVE MENTIONED PARCEL OF LAND CONVEYED TO THE BOARD OF DIRECTORS OF THE NAPA COUNTY INFIRMARY, SAID POINT BEING ON THE CENTER LINE OF OLD SONOMA ROAD AND ALSO BEING ON THE EASTERLY LINE OF WALNUT STREET, AND PROCEEDING THENCE NORTH 00° 01' 30" EAST ALONG THE EASTERLY LINE OF SAID WALNUT STREET ALSO BEING THE WESTERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO THE COUNTY OF NAPA BY GRANT DEED RECORDED JANUARY 15, 2003 IN DOCUMENT NUMBER 2003-0002109, 30.00 FEET TO THE NORTHEASTERLY CORNER OF OLD SONOMA ROAD AND WALNUT STREET SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID DOCUMENT 2003-0002109; THENCE CONTINUING ALONG THE EASTERLY LINE OF WALNUT STREET AND THE WESTERLY LINE OF SAID DOCUMENT 2003-0002109 NORTH 00° 01' 30" EAST, 367.80 FEET TO THE NORTHWEST CORNER OF SAID DOCUMENT 2003-0002109 AND THE **POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE OF WALNUT STREET AND PROCEEDING ALONG THE NORTHERLY LINE OF SAID DOCUMENT 2003-0002109 SOUTH 89°54'28" EAST, 130.49 FEET; THENCE SOUTH 00° 01' 30" WEST, 22.31 FEET; THENCE LEAVING THE NORTHERLY LINE OF SAID DOCUMENT 2003-0002109 AND PROCEEDING NORTH 89°54'28" WEST, 130.49 FEET TO THE EASTERLY LINE OF WALNUT STREET; THENCE ALONG THE EASTERLY LINE OF WALNUT STREET NORTH 00° 01' 30" EAST, 22.31 FEET TO THE **POINT OF BEGINNING**.*

SAID PARCEL CONTAINS 2,911 SQUARE FEET, MORE OR LESS.

BEARINGS AND DISTANCES SHOWN ARE BASED ON RECORD DATA FROM BOOK 42 OF SURVEYS, PAGE 19.

ATTACHED HERETO IS A PLAT ENTITLED EXHIBIT 'B' AND BY THIS REFERENCE IS MADE PART HEREOF FOR INFORMATIONAL PURPOSES ONLY.



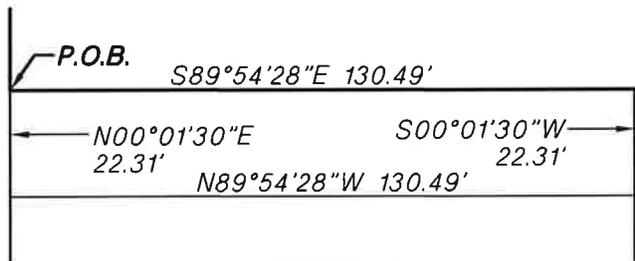
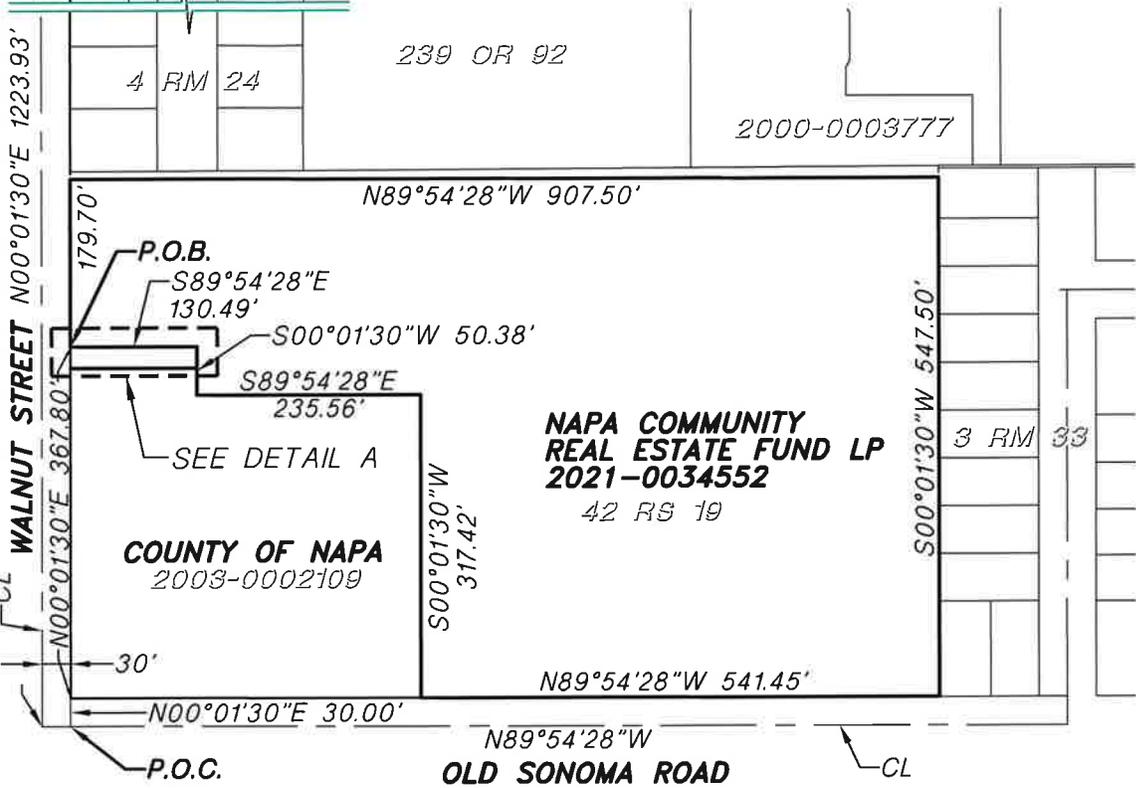
Mark E. Woods 02-13-2023

MARK E. WOODS
R.C.E. 29851

DATED

PINE STREET

BASIS OF BEARINGS
N00°01'30"E 1223.93'



DETAIL A
1"=40'



Mark E. Woods 02-13-2023
 MARK E. WOODS DATED
 R.C.E. 29851

LEGEND:

- CL CENTERLINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

BASIS OF BEARINGS:

RECORD OF SURVEY 42 RS 19

DATE: 02-13-2023

SCALE: 1"=200'

SHEET

1

OF 1 SHEETS

PROJ. NO. 21016-10

EXHIBIT 'B'
PLAT TO ACCOMPANY
LEGAL DESCRIPTION
TRANSFER PARCEL A

CITY OF NAPA, CALIFORNIA

P/A **Design Resources, Inc.**
 Planning ■ Engineering ■ Surveying
 3021 Citrus Circle, Suite 150
 Walnut Creek, California 94598-2635 TEL (925) 210-9300

**Exhibit B
Grant Deed**

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

(Space Above This Line For Recorder's Use Only)

DOCUMENTARY TRANSFER TAX IS \$ _____, COMPUTED ON THE FULL VALUE OF
PROPERTY CONVEYED. THE PROPERTY IS LOCATED IN NAPA, CALIFORNIA. APN(S): 004-
291-016

GRANT DEED

For valuable consideration, NAPA COUNTY, a political subdivision of the State of California hereby grants to _____, all that certain real property located in the City of Napa, County of Napa, State of California, more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with all rights and privileges appurtenant thereto, subject to all matters of record and all matters that would be shown by an accurate survey of the Property.

Dated this ____ day of _____, 2023.

GRANTOR:

NAPA COUNTY, a political subdivision of the State
of California

By: _____
BELIA RAMOS, Chair of the Board of
Supervisors

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

State of California)
County of _____)

On _____, before me, _____, the undersigned, a notary public for the state, personally appeared _____, proved to me to be the person(s) whose name(s) is/are subscribed to the within instrument, as a witness thereto, on the oath of _____, a credible witness who is known to me and provided a satisfactory identifying document. _____, being by me duly sworn, deposed and said that he/she/they was present and saw/heard _____, the same person(s) described in and whose name(s) is/are subscribed to the within, or attached, instrument in his/her/their authorized capacity(ies) as a party(ies) thereto, execute or acknowledge executing the same, and that said affiant subscribed his/her/their name(s) to the within instrument as a witness at the request of _____.

WITNESS my hand and official seal.

Signature _____

Exhibit A to Grant Deed

Legal Description

That certain land situated in the City of Napa, County of Napa, State of California, and described as follows:

EXHIBIT 'A'

**LEGAL DESCRIPTION
TRANSFER PARCEL A**

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF NAPA, COUNTY OF NAPA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINS 2,911 SQUARE FEET, MORE OR LESS.

BEARINGS AND DISTANCES SHOWN ARE BASED ON RECORD DATA FROM BOOK 42 OF SURVEYS, PAGE 19.

ATTACHED HERETO IS A PLAT ENTITLED EXHIBIT 'B' AND BY THIS REFERENCE IS MADE PART HEREOF FOR INFORMATIONAL PURPOSES ONLY.



Mark E. Woods 02-13-2023

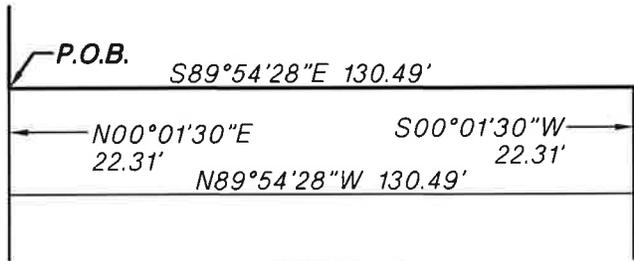
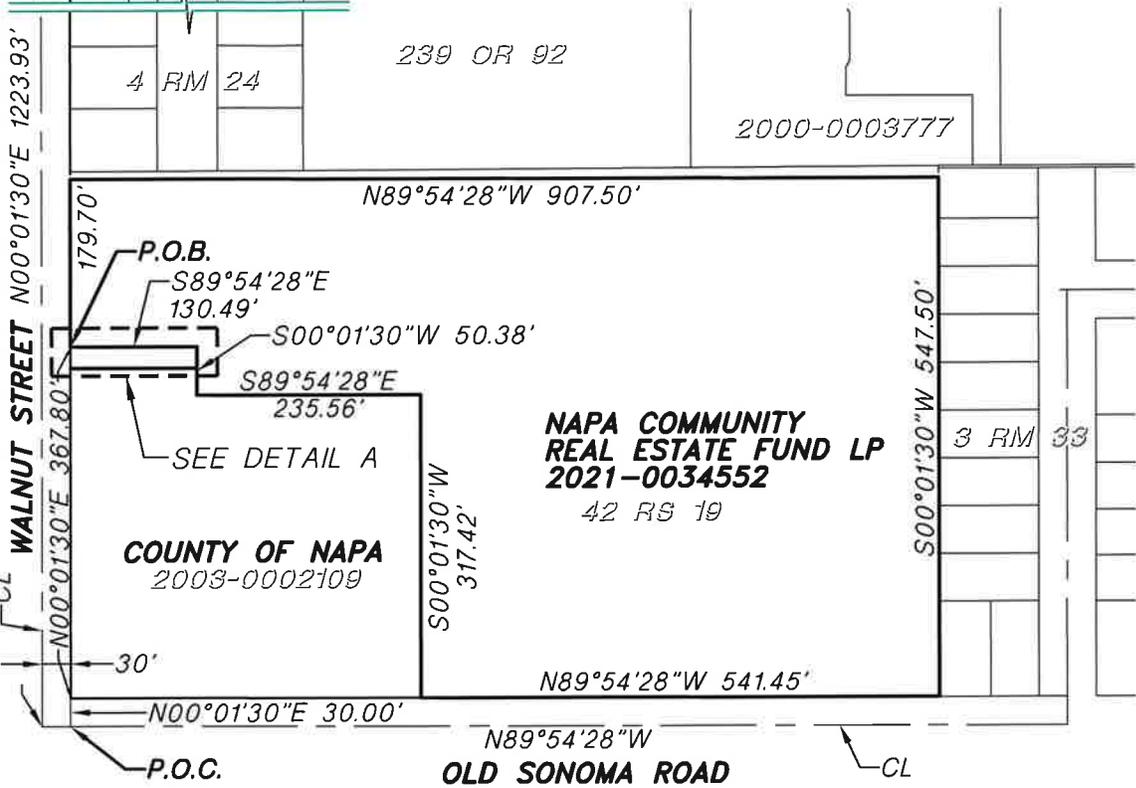
MARK E. WOODS

DATED

R.C.E. 29851

PINE STREET

BASIS OF BEARINGS
N00°01'30"E 1223.93'



DETAIL A
1"=40'



Mark E. Woods 02-13-2023
 MARK E. WOODS DATED
 R.C.E. 29851

LEGEND:

- CL CENTERLINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

BASIS OF BEARINGS:

RECORD OF SURVEY 42 RS 19

DATE: 02-13-2023

SCALE: 1"=200'

SHEET

1

OF 1 SHEETS

PROJ. NO. 21016-10

EXHIBIT 'B'
PLAT TO ACCOMPANY
LEGAL DESCRIPTION
TRANSFER PARCEL A

CITY OF NAPA, CALIFORNIA

B-6

P/A **Design Resources, Inc.**
 Planning ■ Engineering ■ Surveying
 3021 Citrus Circle, Suite 150
 Walnut Creek, California 94598-2635 TEL (925) 210-9300

Exhibit C
Escrow Holder's General Provisions

1. All funds received in this escrow shall be deposited in a separate escrow fund account or accounts of Placer Title Company (for the benefit of the Parties hereto) with one or more state or national banks duly qualified to do business in the State of California, so that each such account shall be fully insured at all times by the Federal Deposit Insurance Corporation, to the maximum extent permitted by law. All disbursements shall be made by check of Placer Title Company.
2. Escrow Holder is authorized to prepare, obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow and to order to be issued at Close of Escrow the policy of title insurance as called for in these instructions. "Close of escrow" shall mean the date instruments are recorded, unless otherwise specified by the Parties.
3. All adjustments and prorations shall be made on the basis of a 365-day year and the actual number of days in the month in which the Close of Escrow occurs.
4. If applicable, Escrow Holder is instructed to assign any fire and casualty insurance policy delivered to you and to secure any endorsements required in the performance of these instructions. Escrow Holder may assume that said policy is in full force and effect and that all premiums due have been paid.
5. Escrow Holder shall have no responsibility of notifying any of the Parties to this escrow of any sale, resale, loan, exchange or other transaction involving any property herein described or of any profit realized by any person, firm or corporation in connection therewith, regardless of the fact that such transaction(s) may be handled by you in this escrow or in another escrow.
6. No notice, demand or change of instruction shall be of any effect in this escrow unless given in writing by all parties affected thereby and except as otherwise specifically provided in the Agreement to which these General Provisions are attached.
7. If the conditions of this escrow have not been complied with at the time herein provided, Escrow Holder is nevertheless to complete the same as soon as the conditions (except as to time) have been complied with, unless any Party hereto has made written demand upon you for the return of money and instruments deposited by it.
8. Unless the Agreement otherwise provides or unless otherwise instructed by either Buyer or Seller, Escrow Holder is authorized to furnish copies of these instructions, any supplements or amendments thereto, notices of cancellation and closing statements to the attorneys, real estate broker(s) and lender(s), if any, named in this escrow.
9. Any funds abandoned or remaining unclaimed, after good faith efforts have been made by the Escrow Holder to return same to the Party(ies) entitled thereto, shall be assessed a holding fee of \$50.00 annually.
10. All documents, closing statements, and balances due the Parties to this escrow are to be wire transferred to said Parties pursuant to separate wire transfer instructions to be delivered to escrow, or if

no such separate wire transfer instructions are given to escrow, by Priority U.S. Mail or FEDEX at the addresses set forth in the Agreement of the parties for notices, unless otherwise instructed.

11. Notwithstanding the foregoing, if Escrow Holder is also acting as Title Insurer under the Agreement, nothing set forth in these General Provisions shall limit any liability set forth in the Title Policy(ies) provided in the Agreement.

12. For purposes of complying with Internal Revenue Code Section 6045(e), as amended effective January 1, 1991, escrow holder is hereby designated as the “person responsible for closing the transaction” and also as the “reporting person,” for purposes of filing any information returns with the Internal Revenue Service concerning this transaction, as required by law.

13. Escrow Holder shall assist the Parties in obtaining a waiver of withholding from the Franchise Tax Board with respect to the transactions contemplated by the Agreement in accordance with Section 18662 of the Revenue and Taxation Code of California.

14. Escrow Holder shall assist the Parties in complying with the provisions of Internal Revenue Code Section 1445 (FIRPTA withholding).

Exhibit D

AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

Napa County
County Administration Building
1195 Third Street, Suite 310
Napa, CA 94559
Attention: Director of Housing and Homeless Services

No fee for recording pursuant to
Government Code Section 27383

(Space above for Recorder's Use)

AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS
(Restrictive Covenant Required by the Surplus Lands Act, Government Code Section 54233)

This Amended and Restated Declaration of Restrictive Covenants (this “Covenant”) is made and entered into this _____, 2023, by and between Napa County, a political subdivision of the State of California (the “County”), and Napa Community Real Estate Fund LP, a Delaware limited partnership (“Owner”), with reference to that certain Declaration of Restrictive Covenants dated as of November 8, 2021 recorded in the Real Property Records of the County of Napa as Instrument No.2021-0034551 (the “Original Covenant”) on November 8, 2021. The Original Covenant was recorded by the County to comply with the provisions of California Government Code Sections 54233 and in furtherance of such compliance, the County and Owner will record this Covenant in the Official Records of the County on or about the _____.

- (a) The Property. Owner acquired the property described in Exhibit A to the Original Covenant from the County on November 8, 2021 (the “Original Property”). Concurrently herewith, Owner will acquire an additional parcel of property from the County consisting of 2,911 square feet of unimproved property at the southwest corner of the Original Property as more particularly described by the legal description which is attached hereto and incorporated herein by this reference as **Exhibit A** (the “Additional Property”).

- (b) Affordable Housing Covenant. The following is referred to herein as the “Affordable Housing Covenant”: If ten (10) or more residential units are developed on the Original Property, not less than 15 percent of the total number of residential units developed on the property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of 55 years for rental housing and 45 years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision

(c) of 65915 of the California Government Code. These requirements shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

- (c) Additional Housing Covenant. In addition to the units required under the Affordable Housing Covenant described above, the Owner has agreed that of the units which will be located in part on the Additional Property, at least one additional unit shall be sold at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code and at least six additional units will be sold at moderate income cost, as defined in Section 50052.5 (b)(4) of the California Health and Safety Code, to moderate income households, as defined in Section 50093 of the California Health and Safety Code. Such low- and moderate-income ownership units shall remain affordable to and occupied by lower or moderate-income households, as applicable, for a period of 45 years. The requirements of this clause shall be referred to as the “**Additional Housing Covenant**” and shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.
- (d) Responsible Portion of Property. The housing units which will satisfy the affordable housing requirements of the Affordable Housing Covenant and the Additional Housing Covenant will be located exclusively on a to-be-created legal parcel approved by the City of Napa, as generally described as Parcel B on the Site Plan which is attached hereto and incorporated herein by this reference as **Exhibit B** together with the Additional Parcel which are collectively referred to as the “Affordable Housing Parcel”. It is acknowledged that any housing units and associated common area constructed on parcels to be created on the remaining portion of the Original Property (excluding the Affordable Housing Parcel) will solely be counted toward determining the number of affordable housing units to be constructed on the Affordable Housing Parcel, and it is expressly acknowledged that no affordable housing units will be required to be located on any portion of the Original Property other than the Affordable Housing Parcel.
- (e) Amendment of Covenant. This Covenant may be amended only upon the written consent of the County and the owner of the Property, or any portion of the Property, among other things to refer to the legal parcel approved by the City of Napa which shall comprise the Affordable Housing Parcel once it has been so created; provided, however, that once the Affordable Housing Parcel has been created only the consent of the owner thereof and County will be required in connection with an amendment of this Covenant..
- (f) Amendment & Restatement of Original Covenant. This Covenant replaces, amends and restates the Original Covenant in its entirety as of the date hereof.

IN WITNESS WHEREOF, the County and Owner have caused this Covenant to be executed as of the date first set forth above.

COUNTY:

NAPA COUNTY, a political subdivision of the State of California

By: _____

Its: _____

APPROVED AS TO FORM
Office of County Counsel

By:
Deputy County Counsel

Date:

OWNER:

NAPA COMMUNITY REAL
ESTATE FUND, LP,
a California limited partnership

By: Napa HHS GenPar LLC,
a Delaware limited liability company,

Its: General Partner

By:
Charles E. Loveman, Jr.
Authorized Signer

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

"Original Property"

"That parcel of land conveyed to the Board of Directors of the Napa County Infirmary by deed filed February 8, 1869 and recorded in Book "L" of Deeds at Page 304 in Office of the Recorder of Napa County, California,

EXCEPTING therefrom the following:

COMMENCING at the southwesterly corner of the above mentioned parcel of land conveyed to the Board of Directors of the Napa County Infirmary; thence along the west line of said parcel North 30.00 feet to a point on the northerly line of the road known as "Old Sonoma Road", said point being THE TRUE POINT OF BEGINNING of this description; thence continuing along said west line of the parcel of land conveyed to the Board of Directors of the Napa County Infirmary North 367.80 feet; thence leaving said west line of the parcel of land conveyed to the Board of Directors of the Napa County Infirmary East 130.49 feet; thence South 50.38 feet; thence East 235.56 feet; thence South 317.42 feet to the northerly line of the road known as "Old Sonoma Road" ("...the road leading by P. Guessford's lands..." per "L" Deeds 304, N.C.R.), thence along said northerly line West 366.05 feet to THE TRUE POINT OF BEGINNING."

APN: 004-291-015

EXHIBIT 'A'

**LEGAL DESCRIPTION
TRANSFER PARCEL A ("Additional Property")**

THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF NAPA, COUNTY OF NAPA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

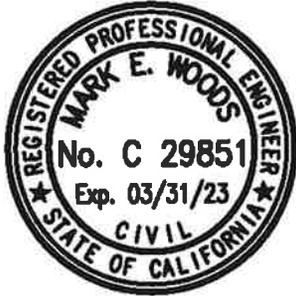
BEING A PORTION OF THAT PARCEL OF LAND CONVEYED TO THE BOARD OF DIRECTORS OF THE NAPA COUNTY INFIRMARY BY DEED FILED FEBRUARY 8, 1869 AND RECORDED IN BOOK L OF DEEDS AT PAGE 304 IN OFFICE OF THE RECORDER OF NAPA COUNTY AND AS DELINEATED IN BOOK 49 OF SURVEYS, PAGE 19 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

*COMMENCING AT THE SOUTHWESTERLY CORNER OF THE ABOVE MENTIONED PARCEL OF LAND CONVEYED TO THE BOARD OF DIRECTORS OF THE NAPA COUNTY INFIRMARY, SAID POINT BEING ON THE CENTER LINE OF OLD SONOMA ROAD AND ALSO BEING ON THE EASTERLY LINE OF WALNUT STREET, AND PROCEEDING THENCE NORTH 00° 01' 30" EAST ALONG THE EASTERLY LINE OF SAID WALNUT STREET ALSO BEING THE WESTERLY LINE OF THAT CERTAIN PARCEL CONVEYED TO THE COUNTY OF NAPA BY GRANT DEED RECORDED JANUARY 15, 2003 IN DOCUMENT NUMBER 2003-0002109, 30.00 FEET TO THE NORTHEASTERLY CORNER OF OLD SONOMA ROAD AND WALNUT STREET SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID DOCUMENT 2003-0002109; THENCE CONTINUING ALONG THE EASTERLY LINE OF WALNUT STREET AND THE WESTERLY LINE OF SAID DOCUMENT 2003-0002109 NORTH 00° 01' 30" EAST, 367.80 FEET TO THE NORTHWEST CORNER OF SAID DOCUMENT 2003-0002109 AND THE **POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE OF WALNUT STREET AND PROCEEDING ALONG THE NORTHERLY LINE OF SAID DOCUMENT 2003-0002109 SOUTH 89°54'28" EAST, 130.49 FEET; THENCE SOUTH 00° 01' 30" WEST, 22.31 FEET; THENCE LEAVING THE NORTHERLY LINE OF SAID DOCUMENT 2003-0002109 AND PROCEEDING NORTH 89°54'28" WEST, 130.49 FEET TO THE EASTERLY LINE OF WALNUT STREET; THENCE ALONG THE EASTERLY LINE OF WALNUT STREET NORTH 00° 01' 30" EAST, 22.31 FEET TO THE **POINT OF BEGINNING**.*

SAID PARCEL CONTAINS 2,911 SQUARE FEET, MORE OR LESS.

BEARINGS AND DISTANCES SHOWN ARE BASED ON RECORD DATA FROM BOOK 42 OF SURVEYS, PAGE 19.

ATTACHED HERETO IS A PLAT ENTITLED EXHIBIT 'B' AND BY THIS REFERENCE IS MADE PART HEREOF FOR INFORMATIONAL PURPOSES ONLY.



Mark E. Woods 02-13-2023

MARK E. WOODS

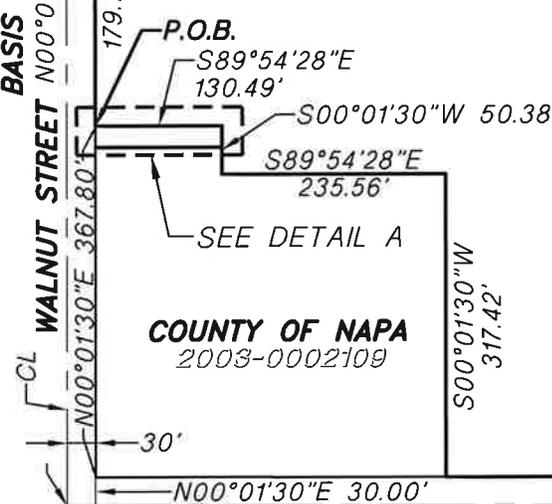
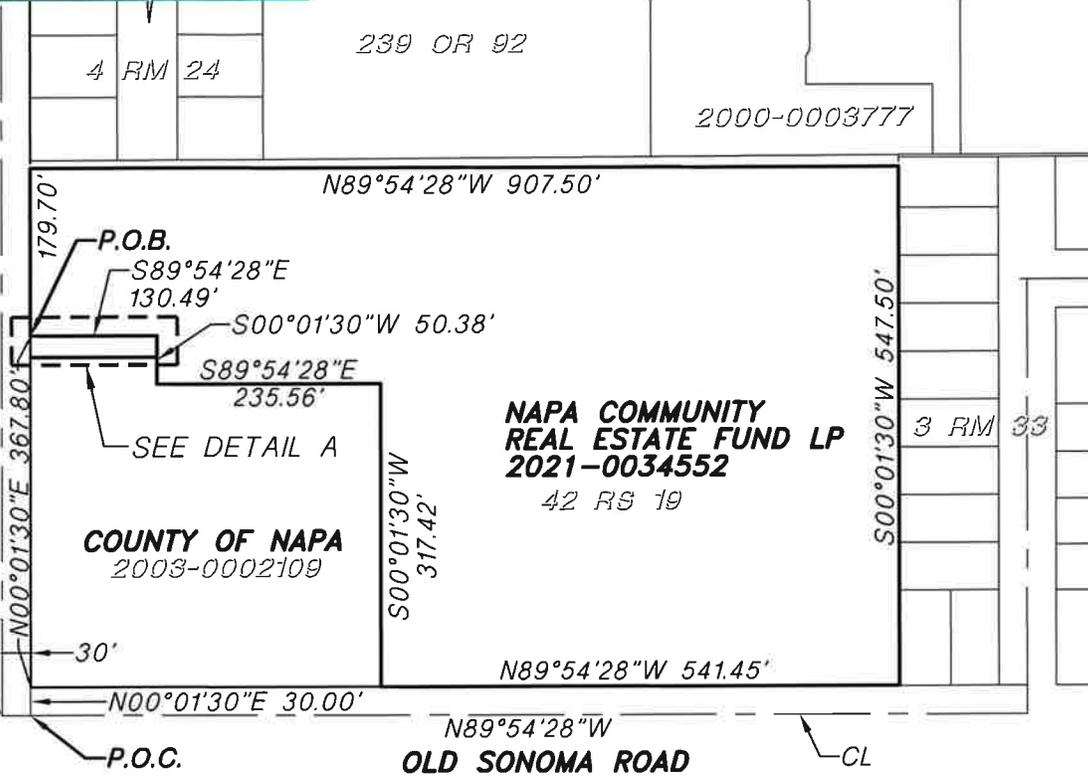
DATED

R.C.E. 29851

PINE STREET

BASIS OF BEARINGS

WALNUT STREET



DETAIL A
1"=40'



Mark E. Woods 02-13-2023
 MARK E. WOODS DATED
 R.C.E. 29851

LEGEND:

- CL CENTERLINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

BASIS OF BEARINGS:

RECORD OF SURVEY 42 RS 19

DATE: 02-13-2023

SCALE: 1"=200'

SHEET

1

OF 1 SHEETS

PROJ. NO. 21016-10

EXHIBIT 'B'
PLAT TO ACCOMPANY
LEGAL DESCRIPTION
TRANSFER PARCEL A

CITY OF NAPA, CALIFORNIA

D-8

P/A **Design Resources, Inc.**
 Planning ■ Engineering ■ Surveying
 3021 Citrus Circle, Suite 150
 Walnut Creek, California 94598-2635 TEL (925) 210-9300

EXHIBIT B

SITE PLAN OF THE PROPERTY

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

State of California)
County of _____)

On _____, before me, _____, the undersigned, a notary public for the state, personally appeared _____, proved to me to be the person(s) whose name(s) is/are subscribed to the within instrument, as a witness thereto, on the oath of _____, a credible witness who is known to me and provided a satisfactory identifying document. _____, being by me duly sworn, deposed and said that he/she/they was present and saw/heard _____, the same person(s) described in and whose name(s) is/are subscribed to the within, or attached, instrument in his/her/their authorized capacity(ies) as a party(ies) thereto, execute or acknowledge executing the same, and that said affiant subscribed his/her/their name(s) to the within instrument as a witness at the request of _____.

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of _____)

On _____, before me, _____, the undersigned, a notary public for the state, personally appeared _____, proved to me to be the person(s) whose name(s) is/are subscribed to the within instrument, as a witness thereto, on the oath of _____, a credible witness who is known to me and provided a satisfactory identifying document. _____, being by me duly sworn, deposed and said that he/she/they was present and saw/heard _____, the same person(s) described in and whose name(s) is/are subscribed to the within, or attached, instrument in his/her/their authorized capacity(ies) as a party(ies) thereto, execute or acknowledge executing the same, and that said affiant subscribed his/her/their name(s) to the within instrument as a witness at the request of _____.

WITNESS my hand and official seal.

Signature _____

Notary Public

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

State of California)
County of _____)

On _____, before me, _____, the undersigned, a notary public for the state, personally appeared _____, proved to me to be the person(s) whose name(s) is/are subscribed to the within instrument, as a witness thereto, on the oath of _____, a credible witness who is known to me and provided a satisfactory identifying document. _____, being by me duly sworn, deposed and said that he/she/they was present and saw/heard _____, the same person(s) described in and whose name(s) is/are subscribed to the within, or attached, instrument in his/her/their authorized capacity(ies) as a party(ies) thereto, execute or acknowledge executing the same, and that said affiant subscribed his/her/their name(s) to the within instrument as a witness at the request of _____.

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of _____)

On _____, before me, _____, the undersigned, a notary public for the state, personally appeared _____, proved to me to be the person(s) whose name(s) is/are subscribed to the within instrument, as a witness thereto, on the oath of _____, a credible witness who is known to me and provided a satisfactory identifying document. _____, being by me duly sworn, deposed and said that he/she/they was present and saw/heard _____, the same person(s) described in and whose name(s) is/are subscribed to the within, or attached, instrument in his/her/their authorized capacity(ies) as a party(ies) thereto, execute or acknowledge executing the same, and that said affiant subscribed his/her/their name(s) to the within instrument as a witness at the request of _____.

WITNESS my hand and official seal.

Signature

Notary Public