

Napa County

1195 THIRD STREET
SUITE 310
NAPA, CA 94559



Agenda - Final

Tuesday, June 18, 2024

9:00 AM

**Board of Supervisors Chambers
1195 Third Street, Third Floor**

Flood Control and Water Conservation District

Scott Sedgley, City of Napa (Chairperson)
Joelle Gallagher, District 1, (Vice Chairperson)
Anne Cottrell, District 3
Paul Dohring, City of St. Helena
Leon Garcia, City of American Canyon
Ryan Gregory, District 2
Irais Lopez-Ortega, City of Calistoga
Marjorie Mohler, Town of Yountville
Beth Painter, City of Napa
Alfredo Pedroza, District 4
Belia Ramos, District 5

GENERAL INFORMATION

The Napa County Flood Control and Water Conservation District meets as specified in its adopted annual calendar in regular session at 1195 Third Street, Suite 305, Napa, California 94559. The meeting room is wheelchair accessible. Assistive listening devices and interpreters are available through the Clerk of the Board of the Napa County Board of Supervisors. Requests for disability related modifications or accommodations, aids or services may be made to the Clerk of the Board's office no less than 72 hours prior to the meeting date by contacting (707) 253-4580.

The agenda is divided into three sections:

CONSENT ITEMS - These matters may include routine financial or administrative actions, as well as the final adoption of two-reading ordinances and are approved by a single vote.

PUBLIC HEARINGS - These items are noticed public hearings pursuant to government code.

ADMINISTRATIVE ITEMS - These items include significant policy and administrative actions and are classified by program areas.

All materials relating to an agenda item for an open session of a regular meeting of the Napa County Flood Control and Water Conservation District which are delivered to the Clerk and are provided to a majority or all of the Directors of the Board, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at the time of such distribution, in the office of the District Secretary, 1195 Third Street, Suite 305, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA please proceed to the podium and, after receiving recognition from the Chairperson, give your name and your comments or questions. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chairperson or Board.

AGENDA AVAILABLE ONLINE AT www.countyofnapa.org or www.napaflooddistrict.org

How to Watch or Listen to the Napa County Flood Control and Water Conservation District Meetings

The Napa County Flood Control and Water Conservation District will continue to meet pursuant to the adopted 2024 calendar available at the following link:

<https://www.countyofnapa.org/1429/Board-of-Supervisors-Special-Districts-C>

The District realizes that not all County residents have the same ways to stay engaged, so several alternatives are offered. Please watch or listen to the Napa County Flood Control and Water Conservation District meeting in one of the following ways:

1. Attend in-person at the Board of Supervisors Chambers, 1195 Third Street, Napa, CA 94559.
2. Watch on Zoom via www.zoom.us/join and enter Meeting ID 827-699-932-82 or listen on Zoom by calling 1-669-444-9171 then enter Meeting ID 827-699-932-82.
3. Watch via the Internet – view the Live Stream via Granicus by going to the following link:
http://napa.granicus.com/ViewPublisher.php?view_id=5
4. You may submit public comment for any item that appears on the agenda, or general public comment for any item or issue that does not appear on the agenda, as follows:
Via email: send your comment to the following email address:
publiccomment@countyofnapa.org. EMAILS WILL NOT BE READ ALOUD.

If you have any questions, contact us via telephone at (707) 253-4580 or email clerkoftheboard@countyofnapa.org.

1. CALL TO ORDER; ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES

- A. Approve minutes from the June 11, 2024 meeting.

[24-1104](#)

Attachments: [June 11, 20024](#)

4. PRESENTATIONS AND COMMENDATIONS

5. CONSENT ITEMS

- A. Approve and authorize Purchase and Sale Agreement No. 240292B (FC) with Ailene M. Pritchett and Agreement No. 240291B (FC) with Ailene M. Pritchett, Mary Delzompo, Linda Barbosa, and Christy Mary Stewart to purchase property necessary for the Napa River Estuary Enhancement and Public Access Project and authorize the District Manager to sign and execute any additional documents necessary to complete the Project. (Fiscal Impact: \$5,025,000 Expense; Flood Projects - Measure A Fund; Budgeted; Discretionary)

[24-231](#)

Attachments: [Agreement - Pritchett, Delzompo, Barbosa and Stewart](#)
[Agreement - Prichett](#)

- B. Approve and authorize Amendment No. 2 to Agreement No. 220223B (FC) with HDR Engineering, Inc. (HDR), increasing the maximum amount by \$1,403,999 to a new total of \$6,876,460 to complete design, environmental documentation and permitting of the Floodwalls North of the Bypass Project; and approval of Budget Amendment increasing appropriations by \$2,500,000 in Consulting Services offset by the reduction in appropriations in Land. (Fiscal Impact: \$2,500,000 Expense, Flood Project Budget, Not budgeted; Discretionary)
[4/5 vote required]

[24-961](#)

Attachments: [Agreement](#)

- C. Approve and authorize Amendment No. 2 to Agreement No. 220322B (FC) with Associated Right of Way Services (ARWS) for the Napa River/ Napa Creek Flood Protection Project - Floodwalls North of the Bypass (Project) to fund the consultants for Real Estate acquisition for the Project through FY 2024-25. (Fiscal Impact \$700,000; Flood; Not Budgeted; Discretionary)

[24-963](#)

Attachments: [Agreement](#)

6. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT CALENDAR

7. PUBLIC COMMENT

At this time, anyone may address the Board of the Napa County Flood Control and Water Conservation District regarding any subject not on today's agenda over which the Board has jurisdiction. Individuals will be limited to a three-minute presentation. No action will be taken by the Board of the Napa County Flood Control and Water Conservation District as a result of any item presented at this time.

8. ADMINISTRATIVE ITEMS

9. PUBLIC HEARINGS

- A. PUBLIC HEARING - Napa County Flood Control and Water Conservation District Budgets** [24-641](#)

Adopt a Resolution with respect to the proposed Napa County Flood Control and Water Conservation District Fiscal Year 2024-25 budgets continued from June 11, 2024, Public Hearing. (Fiscal Impact: \$63,784,233 Expense; Napa County Flood Control District; Discretionary) [14 affirmative votes required]

Attachments: [Budget Summary](#)
[Budget Worksheets](#)
[Resolution](#)

10. DISTRICT MANAGER'S/ENGINEER'S REPORTS AND ANNOUNCEMENTS

11. BOARD OF DIRECTORS REPORTS AND ANNOUNCEMENTS

12. BOARD OF DIRECTORS FUTURE AGENDA ITEMS

13. CLOSED SESSION

- A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR** [24-983](#)
(Government Code Section 54956.8)
Properties: APNs 044-230-002, 044-230-003
Negotiating Party: Richard Thomasser, Flood District Manager, Cruz Calderon Jose Etal
Under Negotiation: Price/Terms/Conditions of Payment

14. ADJOURNMENT

**ADJOURN TO THE NAPA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT REGULAR MEETING, TUESDAY, JULY 16, 2024 AT 9:00
AM.**

I HEREBY CERTIFY THAT THE AGENDA FOR THE ABOVE STATED MEETING WAS POSTED AT A LOCATION FREELY ACCESSIBLE TO MEMBERS OF THE PUBLIC AT THE NAPA COUNTY ADMINISTRATIVE BUILDING, 1195 THIRD STREET, NAPA, CALIFORNIA ON FRIDAY, JUNE 14, 2024 BY 5:00 PM A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE DISTRICT SECRETARY AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, District Secretary



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 6/18/2024

File ID #: 24-1104

TO: Napa County Flood Control and Water Conservation District
FROM: Neha Hoskins - Clerk of the Board/Secretary of the District Board
REPORT BY: Paulette Cooper - Deputy Clerk of the Board II
SUBJECT: Approval of Minutes

RECOMMENDATION

Approve minutes from the June 11, 2024 meeting.

BACKGROUND

Clerk of the Board/Secretary of the District Board requests approval of minutes from the June 11, 2024 meeting.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.



Meeting Minutes

Napa County Flood Control and Water Conservation District

Scott Sedgley, City of Napa (Chairperson)
Joelle Gallagher, District 1, (Vice Chairperson)
Anne Cottrell, District 3
Paul Dohring, City of St. Helena
Leon Garcia, City of American Canyon
Ryan Gregory, District 2
Irais Lopez-Ortega, City of Calistoga
Marjorie Mohler, Town of Yountville
Beth Painter, City of Napa
Alfredo Pedroza, District 4
Belia Ramos, District 5

Tuesday, June 11, 2024

1:30 PM

**Board of Supervisors Chambers
1195 Third Street, Third Floor**

1. CALL TO ORDER; ROLL CALL

Present: Vice-Chairperson Joelle Gallagher, Directors Anne Cottrell, Paul Dohring, Leon Garcia, Ryan Gregory, Marjorie Mohler, Alfredo Pedroza, and Belia Ramos. Chair Scott Sedgley, Directors Irais Lopez-Ortega, and Beth Painter were excused. The meeting was called to order by Vice-Chairperson Joelle Gallagher.

2. PLEDGE OF ALLEGIANCE

Vice-Chairperson Joelle Gallagher led the assembly in the Pledge of Allegiance.

3. APPROVAL OF MINUTES

A. Approve minutes from the May 14, 2024 meeting.

[24-923](#)

Motion Text: Approve the Minutes.

Voting Yes Garcia, Cottrell, Dohring, Gregory, Mohler, Pedroza, Ramos, and Gallagher

Excused: Lopez-Ortega, Painter, and Sedgley

Recusals: None

Result: Passed

4. PRESENTATIONS AND COMMENDATIONS

None

5. CONSENT ITEMS

None

6. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT CALENDAR

None

7. PUBLIC COMMENT

None

8. ADMINISTRATIVE ITEMS

None

9. PUBLIC HEARINGS

A. PUBLIC HEARING - Fiscal Year 2024-25 Napa County Flood Control and Water Conservation District Budgets

[24-513](#)

Open Public Hearing to accept testimony on the Fiscal Year 2024-25 Recommended Budget for a total appropriation of \$63,784,233 and continue hearing for consideration to June 18, 2024 at 9:00 AM for adoption. (Fiscal Impact: \$18,821,388 net expense; Flood Control and Water Conservation District; Discretionary)

Vice-Chair Joelle Gallagher opened the public hearing.

Flood Control District Manager Richard Thomasser and District Analyst Sarah Geiss made presentation.

Discussion held.

Motion Text: Approve the requested actions.

Voting Yes: Cottrell, Gregory, Dohring, Garcia, Mohler, Pedroza, Ramos and Gallagher

Excused: Lopez-Ortega, Painter, and Sedgley

Recusals: None

Result: Passed

10. DISTRICT MANAGER'S/ENGINEER'S REPORTS AND ANNOUNCEMENTS

None

11. BOARD OF DIRECTORS REPORTS AND ANNOUNCEMENTS

None

12. BOARD OF DIRECTORS FUTURE AGENDA ITEMS

None

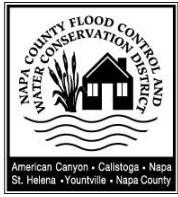
13. CLOSED SESSION

None

14. ADJOURNMENT

**ADJOURN TO THE NAPA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT REGULAR MEETING, TUESDAY, JUNE 18, 2024 AT
9:00 AM.**

NEHA HOSKINS, District Secretary



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
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Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 6/18/2024

File ID #: 24-231

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Richard Thomasser - District Manager
SUBJECT: Purchase and Sale Agreements for the Napa River Estuary Enhancement and Public Access Project

RECOMMENDATION

Approve and authorize Purchase and Sale Agreement No. 240292B (FC) with Ailene M. Pritchett and Agreement No. 240291B (FC) with Ailene M. Pritchett, Mary Delzompo, Linda Barbosa, and Christy Mary Stewart to purchase property necessary for the Napa River Estuary Enhancement and Public Access Project and authorize the District Manager to sign and execute any additional documents necessary to complete the Project. (Fiscal Impact: \$5,025,000 Expense; Flood Projects - Measure A Fund; Budgeted; Discretionary)

BACKGROUND

Previously, at the February 2, 2021 District Board meeting, District staff presented information regarding the potential purchase of 57.8 acres of vineyard lands and open space adjacent to the District owned and managed South Napa Wetlands Restoration Area for the proposed Napa River Acquisition Project (Project). Following the presentation, the Board directed staff to pursue grant funding for acquisition and restoration of the 57.8 acres of land with the goal of restoring wetlands and creating new public open space and access to the Napa River and surrounding wetlands.

The District was successful in obtaining necessary grant funds and at subsequent meetings the Board approved acceptance of grant funds from the California Coastal Conservancy for \$2,512,500 and the CA State Parks Department, Land and Water Conservation Fund (LWCF) grant program for \$2,550,000 to complete the purchase of the four properties based on a total fair market appraised value of \$5,025,000. The Board also provided the District authority to make an offer, based on the fair market appraised value, to purchase the four subject properties. The property owners have accepted the District's offers to purchase the subject properties, County Counsel approved the purchase and sale agreements, and the property owners have signed them.

Once the properties are purchased, the District's goal is to seek additional grant funds to restore the Project area back to wetland habitat and public open space while also providing opportunities for passive recreation. In the interim, the levee road on these lands will be opened to the public for passive recreation on a limited basis. Once additional grant funds are secured for design and restoration construction phases of the Project, the area will be open for public use in accordance with the Project design.

Requested Actions:

1. Approve and authorize the following Purchase and Sale Agreements:
 - a. Agreement No. 240292B (FC) with Ailene M. Pritchett, for the value of \$1,000,000 (Assessor's Parcel No. 043-103-020);
 - b. Agreement No. 240291B (FC) with Ailene M. Pritchett, Mary Delzompo, Linda Barbosa, and Christy Mary Stewart, for the value of \$4,025,000 (Assessor's Parcel Nos. 043-103-007, 043-103-021, 043-103-022) to purchase property necessary for the Napa River Estuary Enhancement and Public Access Project; and
2. Authorize the District Manager to act on behalf of the Chair to sign and execute any additional agreements or instruments necessary to complete the Project.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 8000, Division 80011
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	At the February 2, 2021, District Board meeting, the Board directed staff to pursue grant funding for acquisition and restoration of 57.8 acres of land in proximity to the District’s existing South Napa Wetlands Restoration Area
Is the general fund affected?	No
Future fiscal impact:	District staff time for administration of grant funds; future grant funds would be pursued for the planning and implementation phases of the Project.
Consequences if not approved:	Project would not be completed.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: ENVIRONMENTAL DETERMINATION: The project consists of purchasing four parcels constituting 57.8-acres of land. Pursuant to the California Environmental Quality Act (CEQA), the District has determined that the proposed property purchase meets the criteria for eligibility under a categorical exemption pursuant to California Code of Regulations, title 14, section 15316 (a) (transfer of ownership of land in order to create parks).

PURCHASE AND SALE AGREEMENT 240291B (FC)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2024 ("Effective Date"), by and between AILENE M. PRITCHETT, TRUSTEE OF THE AILENE M. PRITCHETT 2020 REVOCABLE TRUST ("Pritchett"), MARY DELZOMPO, LINDA BARBOSA, THE GUARDIAN OF THE ESTATE OF PHILLIP STEWART, AND CHRISTY MARY STEWART, AS TRUSTEE OF THE 2020 CHRISTY MARY STEWART FAMILY TRUST, (hereinafter collectively referred to as "GRANTOR" or "GRANTORS") 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 is the owner of three parcels of real property totaling approximately 49.39 acres – located at the terminus of South Jefferson Street, Napa, California, identified as Napa County Assessor's Parcel Numbers 043-103-007, 043-103-021, and 043-103-022, and more particularly described by the legal description that is attached hereto and incorporated herein by this reference as Exhibit A with all rights, privileges, easements, and appurtenances thereto, including, without limitation, all mineral and water rights, all permanent improvements and GRANTOR 's personal property, fixtures, and/or furnishings located thereon, if any, at Close of Escrow, are hereinafter collectively referred to with the land as the "Property;" and

WHEREAS, on February 2, 2021, the Napa County Flood Control and Water Conservation District ("District") Board of Supervisors ("Board") directed staff to pursue grant funding for acquisition of GRANTOR's property for the purposes of wetland restoration, creation of a new public open space in proximity to the District's existing South Napa Wetlands Restoration Area, collectively the Napa River Estuary Acquisition Project located in the County of Napa (hereinafter referred to as the "PROJECT"); and

WHEREAS, the GRANTEE has been awarded funds from two separate grants to complete the purchase of GRANTOR's property: one grant from the CA State Coastal Conservancy ("Conservancy") whose funds will be deposited directly into escrow, and the other grant from the California State Parks Department Land and Water Conservation Fund ("LWCF") grant program whose funds will be reimbursed to the GRANTEE after execution of the Purchase and Sale Agreement; and

WHEREAS, in conjunction with 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 fee simple interest in the Property. The Property will be conveyed to GRANTEE by the recordation of the Grant Deed in the form attached hereto as Exhibit B ("Grant Deed"); and

WHEREAS, immediately after the recordation of the Grant Deed, the following documents will be recorded: the California State Coastal Conservancy Irrevocable Offer to

Dedicate Title attached as Exhibit C, and the California Department of Parks and Recreation Deed Restriction attached as Exhibit D (collectively, the “Deed Restrictions”).

WHEREAS, concurrently with the GRANTEE’s acquisition of the Property, GRANTEE will also acquire the real property comprised of approximately 8.2 acres located adjacent to the Property with Assessor’s Parcel Number 043-103-020 (portion) that is owned by Pritchett (the “Adjacent Parcel”);

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 this Agreement.

ARTICLE 2 PURCHASE PRICE

2.1. **Purchase Price.** The purchase price (“Purchase Price”) for the Property shall be **FOUR MILLION TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$4,025,000.00).**

2.2. **Payment of Purchase Price.** The purchase price shall be payable 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 December 1, 2023, from First American Title Company (the “Title Report”), a copy of which is attached hereto as Exhibit E. GRANTEE acknowledges and agrees that all of the exceptions are approved by GRANTEE except for exception 17 and 18, the monetary encumbrances that shall be paid off at closing (the “Approved Exceptions”).

3.1.2 **Execution of Deeds.** GRANTOR shall be ready, willing, and able to convey title to the Property by executing a Grant Deed in the form of Exhibit B, , all subject only to the Approved Exceptions.

3.1.3 **Deposit of Deeds.** GRANTOR shall have deposited into Escrow (as defined below) the Grant Deed 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 American Land Title Association Standard Owner Policy of Title Insurance in the amount of the purchase price insuring title to the Property is vested in GRANTEE subject only to the Approved Exceptions and he Deed Restrictions (the “GRANTEE Title Policy”).

3.1.5 **Certificate of Acceptance.** GRANTEE has obtained and shared with GRANTOR a resolution of the District Board authorizing recordation of the Grant Deed and the Deed Restrictions and has deposited properly executed Certificates of Acceptance into Escrow.

3.1.6 **No Breach by GRANTOR.** 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 and elsewhere in this Agreement.

3.1.8 **Continuation of Agricultural Operations.** Pritchett shall be allowed to continue agricultural operations after the Closing of Escrow through calendar year 2024. Pritchett shall remove all personal property no later than January 1st, 2025.

No Breach by GRANTEE. There shall be no material breach of any of GRANTEE’s representations, warranties, or covenants set forth in this Agreement.

3.1.1 **Closing of Adjacent Parcel.** All materials and funds necessary to effectuate the transfer of the Adjacent Parcel to GRANTEE shall be in Escrow and Escrow is prepared to close that acquisition.

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.** GRANTEE may 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 pursue any claim available to GRANTOR at law or in equity for damages.

3.3.2 **Default.** If GRANTEE fails to perform any of its obligations or is otherwise in default under this Agreement, GRANTOR shall have the right to give notice to GRANTEE specifically setting forth the nature of said failure and stating that GRANTEE shall have a period of ten (10) calendar days to cure such failure. If GRANTEE has not cured such failure within such period (or, if such failure is not capable of being cured within ten (10) calendar days and GRANTEE 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), GRANTOR'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.** GRANTOR may terminate this Agreement by notice to GRANTEE and Escrow Agent to that effect and pursue any claim available to GRANTOR at law or in equity for damages.

ARTICLE 4
CLOSING AND ESCROW

4.1. **Deposits into Escrow.** GRANTEE has established an escrow (the “Escrow”) with First American Title Company 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. 302949. 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 Grant Deed, fully executed and suitable for recordation; and
- (b) If required by the Escrow Agent, a Foreign Investment in Real Property Tax Act 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
- (c) 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; and
- (b) Executed Certificate of Acceptance for the Grant Deed; and
- (c) The Deed Restrictions, fully executed and suitable for recordation.
- (d) 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 forty-fifth (45th) 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” or “Close of Escrow”).

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 Policies, 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 Grant Deed and the CA State Coastal Conservancy Offer To Dedicate Title in the Official Records of Napa County.

4.2.3.2 **Deliver Copies of Deeds** Deliver one (1) certified copy of the Grant Deed and the Deed Restrictions to Grantee and one to Grantor.

4.2.3.3 **Pay to GRANTOR.** Pay to GRANTOR the balance of funds remaining in Escrow equal to the total Purchase Price of Four Million And Twenty-Five Thousand And No/100 Dollars (\$4,025,000.00) reduced only by GRANTOR’s share of prorations, as hereinafter set forth in Section 4.2.4 below. Escrow will distribute the Purchase Price to the individual GRANTORS pursuant to a closing statement approved by all GRANTORS. Monetary encumbrances on title are not the responsibility of Pritchett.

4.2.3.4 **Deliver Title Policy.** Deliver the GRANTEE 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 their 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 for the GRANTEE Title Policy, and any documentary transfer taxes. GRANTOR shall pay the commission due under Section 6.15.

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; AS-IS

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.** To the knowledge of GRANTOR, 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.** To the knowledge of GRANTOR, 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.** To the knowledge of GRANTOR, 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 other than Hazardous materials commonly used in vineyard farming activities used in compliance with applicable laws. 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.** To the knowledge of GRANTOR, 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 to the extent Pritchett is permitted to continue agricultural obligations under Section 3.1.8.

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 Grant Deed is recorded and the purchase price is paid to GRANTOR, except to the extent Pritchett is permitted to continue agricultural obligations under Section 3.1.8.

5.2. **GRANTEE's Representations and Warranties.** GRANTEE represents and warrants to GRANTOR 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:

5.2.1 **Authority to Sign.** GRANTEE and the signatories for GRANTEE represent and warrant that GRANTEE'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 GRANTEE. 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;

5.2.2 **No Violation of Agreement or Laws; Litigation.** Neither the execution, delivery or performance of this Agreement by GRANTEE 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 GRANTEE is bound nor will it violate any federal, state, or local laws or ordinances. GRANTEE has no knowledge of any pending or threatened litigation, actions, applications, orders, protests, proceedings, or complaints that would interfere with GRANTEE's ability to implement this Agreement

5.2.3 **Acceptance of Property "As Is."** GRANTEE represents and warrants that prior to Close of Escrow it will have had full opportunity to inspect and investigate every aspect of the Property, including all matters related to legal status or requirements, physical condition, zoning, environmental condition, title, leasing, contracts and all other matters of significance. GRANTEE specifically acknowledges and agrees that the Property is being sold in an "AS IS" condition and "WITH ALL FAULTS" as of the date of the Close of Escrow. Except as expressly set forth in this Agreement, no statements, representations or warranties have been made or are made and no responsibility has been or is assumed by GRANTOR, or by any partner, officer, employee, member, manager, person, firm, agent or representative acting or purporting to act on behalf of GRANTOR, as to any matters concerning, or that might in any manner affect, the Property, including the condition or repair of the Property or the value, expense of operation, or income potential thereof, and GRANTEE is not relying upon any such statement, representation or warranty. Further, to the extent that GRANTOR has provided to GRANTEE information or reports regarding any inspection, engineering, environmental or other matters regarding any aspect of the Property, GRANTOR makes no representations or warranties with respect to the accuracy, completeness, methodology of preparation or otherwise concerning the contents of such reports. GRANTEE acknowledges that GRANTOR has requested GRANTEE to inspect fully the Property and investigate all matters relevant thereto and to rely solely upon the results of

GRANTEE's own inspections or other information obtained or otherwise available to GRANTEE, rather than any information that may have been provided by GRANTOR to GRANTEE. GRANTEE's acceptance of the grant deed for the Property shall constitute its irrevocable declaration that it has fully inspected the Property, or has been given a reasonable opportunity to do so, and that it is fully satisfied with every aspect of the condition of the Property. Without limiting the above and subject to the foregoing, and except as specifically set forth in Section 5.1 of this Agreement, GRANTEE on behalf of itself and its successors and assigns, waives and releases GRANTOR and its successors and assigns from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including attorneys' fees and defense costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to the physical condition of the Property or any law or regulation applicable thereto, including the presence or alleged presence of harmful, toxic or hazardous substances in, on, under or about the Property, including any claims under or on account of (i) Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time ("CERCLA"), and any regulations promulgated thereunder, (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with, or otherwise in any manner relates to, environmental matters of any kind, or (iii) the common law (collectively, "Claims"). GRANTEE, on behalf of itself and its partners, members, managers, directors, officers, shareholders, trustees, beneficiaries, agents, employees, representatives, successors and assigns hereby releases, GRANTOR and its related entities, and its and their members, managers, partners, directors, officers, shareholders, trustees, agents, employees, representatives, successors, heirs and assigns, from any and all Claims of any kind whatsoever, and except as specifically set forth in Sections 5.1 of this Agreement, known or unknown, with respect to any of the foregoing matters and specifically waives with respect to the foregoing matters the provisions of California Civil Code Section 1542 regarding the matters covered by a general release, which provides as follows:

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

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. Courtesy copies of all notices shall also be sent to the parties by email to the addresses set forth below. 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: Richard Thomasser
Napa County Flood Control and Water Conservation District
804 First Street
Napa, CA 94559

GRANTOR: Ailene M. Pritchett, Trustee of the Ailene M. Pritchett 2020 Revocable Trust
2195 Golden Gate Drive
Napa, CA 94558
email: ailene@oreocows.net, paul@oreocows.net,
portofinoreal@gmail.com, jeanne@meyerwinelaw.com

Mary DelZompo 128 Burgundy Circle, Yountville, CA 94599

Christy Mary Stewart 23341 Maywood Lane, Corning, CA 96021

Phillip Stewart c/o Linda Barbosa 400 Creekside Way, Winters CA 95694

6.15. **Real Estate Commissions.** Neither GRANTOR or GRANTEE has had any contact or dealings regarding the Property through any licensed real estate broker or other persons who can claim a right to a commission or finder's fee in connection with this transaction, except for Portofino Realty Advisors and Preferred Properties (the "Brokers") representing GRANTOR ONLY. The parties agree that GRANTOR, upon the Close of Escrow, shall pay a commission to the Brokers in an amount equal to four percent (4%) of the Purchase Price to be divided 50%-50% between Brokers. In the event that any other party claims a commission or finder's fee in this transaction, the party through whom the party makes its claim shall be responsible for said commission or fee and shall indemnify the other against all costs and

expenses (including reasonable attorneys' fees) incurred in defending against the same. This indemnification obligation shall survive the Close of Escrow or termination of this Agreement.

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.

6.20. **Exchange Transaction.** If GRANTOR desires to accomplish an exchange pursuant to Internal Revenue Code Section 1031 (including a reverse exchange), GRANTEE agrees upon the request of GRANTOR to cooperate in closing all or part of this transaction as an exchange, provided that: (a) GRANTEE will incur no additional expense or liability in connection with one party's efforts to accomplish a tax-deferred exchange and will not be required to hold title to any property other than the Property; (b) GRANTOR will indemnify, protect, defend and hold GRANTEE harmless from any claims, demands, causes of action, judgments, expenses, costs and attorneys' fees which result from GRANTOR's efforts to achieve a tax-deferred exchange, which obligation will survive the Close of Escrow or termination of this Agreement; and (c) the Close of Escrow is not materially delayed by the exchange.

6.21. **Obligations of GRANTOR are Several and Not Joint.** GRANTOR and GRANTEE hereby acknowledge and agree that the obligations of each of the GRANTORS under this Agreement are several and not joint and each of the GRANTORS are only liable for her/his/its covenants, obligations, representations and warranties and not the covenants, obligations, representations and warranties of any of the other GRANTORS and GRANTEE agrees that if one of the GRANTORS breaches her/his/its covenants, obligations, representations and warranties, GRANTEE shall not bring a claim against any of the other GRANTORS related thereto.

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

GRANTEE:

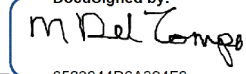
Napa County Flood Control and Water Conservation District, a special district of the State of California

By: _____
 SCOTT SEDGLEY, Chair
 Board of Supervisors

GRANTOR:


DocuSigned by:

 B61CF5E8314243F...
 By: _____
 AILENE M. PRITCHETT, Trustee of the
 Ailene M. Pritchett 2020 Revocable Trust

DocuSigned by:

 6523844D6A394F8...
 By: _____
 MARY DELZOMPO

DocuSigned by:

 2DC19156BE644E8...
 By: _____
 CHRISTY MARY STEWART, as Trustee
 of the 2020 Christy Mary Stewart Family
 Trust

DocuSigned by:

 A3D0765A1D984E3...
 By: _____
 LINDA BARBOSA, the Guardian of the Estate
 of Phillip Stewart

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy District Counsel</p> <p>Date: <u>May 23, 2023</u> [Doc No 109322.2]</p>	<p>APPROVED BY THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board</p> <p>By: _____</p>
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EXHIBIT A

Legal Description

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

TRACT ONE:

All of that Parcel of land described as Parcel 2 in the Deed to the State of California recorded February 14, 1979, in [Book 1114, page 653](#), Official Records of Napa County.

Excepting therefrom that portion of the following described parcel:

Commencing at the Northerly terminus of the course described in said Parcel 2 with a length of 50.36 feet; thence along said course S. 60° 13' 57" B., 50.36 feet to the course described in said Parcel 2 with a length of 1,649.22 feet; thence along last said course N. 89° 24' 27" W., 67.48 feet; thence N. 60° 13' 57" W., 50.36 feet to the course described in said Parcel 2 with a length of 1,749.59 feet; thence along said course S. 89° 24' 27" E., 67.48 feet to the point of commencement.

APN: 043-103-007

TRACT TWO:

That certain 100 foot strip of land described in the Deed from John Stewart to San Francisco and Napa Railway Company, recorded September 22, 1905 in [Book 81 of Deeds at page 384](#), said Napa County Records.

Excepting therefrom that portion reserved to Southern Pacific Transportation Company, its successors and assigns described as follows:

All minerals and mineral rights, interests and royalties, including without limiting the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, in and under said property; however, The Southern Pacific Transportation Company, its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property in connection therewith as set forth in document recorded April 29, 1988 as [Book 1578 at page 438](#) of Official Records.

APN: 043-103-021

TRACT THREE:

PARCEL ONE:

Being a portion of the lands described as Parcel 1 in the Superior Court of California, County of Napa, Probate Number 20191, Estate of Charles Earl Stewart, deceased, as recorded on November 12, 1987 [Book 1549 of Official Records at pages 223 through 237](#) of Napa County, more particularly described as follows:

Commencing at the Northeasterly corner of the lands described in the Deed to Ailene S. Plass and Earl S. Pritchett, as joint tenants, as recorded on October 8, 1988 as Series Number [1998-0029573](#) of Official Records of Napa County, California at a point on the Northerly line of said Parcel 1; thence along the Easterly line of the said Plass/Pritchett Parcel, South 05° 01' 25" East 107.99 feet to the most

Westerly corner of the parcel of land described as Parcel NC 102-1 & 21N The Final Order Condemnation in favor Napa County Flood Control & Water Conservation District, recorded October 30, 2001 under Napa County Series Number [2001-0037888](#), and the point of beginning hereof; thence leaving said East Line and crossing through said Parcel 1, and along the Northerly and Easterly lines of the Levee Easement for the following six (6) courses:

South 76° 35' 44" East 388.16 feet,
South 37° 32' 28" East 1,016.65 feet,
South 34° 13' 00" East 205.86,
South 16° 49' 57" East 387.05 feet,
South 12° 10' 55" West 815.33 feet, and
South 11° 48' 20" West 21.80 feet to the point of intersection with the Southerly line of said Parcel 1;

thence along the South line of said Parcel 1, North 68° 47' 46" West 944.10 feet to the point of intersection with the aforementioned East line of said Parcel 2; thence along said East line, North 050 01' 25" West 1921.02 feet to the point of beginning.

APN: 043-103-022

PARCEL TWO:

Together with an easement for road and utility purposes over, under, along and across that Parcel of land described as Parcel 2, in the Deed to the State of California recorded February 14, 1979, in [Book 1114, page 653](#), Official Records of Napa County.

Excepting from said easement parcel that portion of the following described parcel:

Commencing at the Northerly terminus of the course described in said Parcel 2 with a length 50.36 feet; thence along said course South 6° 13' 57" East, 50.36 feet to the course described in said Parcel 2 with a length of 1,649.22 feet; thence along last said course North 89° 24' 27" West, 67.48 Feet; Thence North 6° 13' 57" West, 50.36 feet to the course described in said Parcel 2 with a length of 1,749.59 feet; thence along said course South 89° 24' 27" East, 67.48 feet to the point of commencement.

PARCEL THREE:

And together with an easement for road and utility purposes over, under, along and across existing roads, together with extensions along Vineyard Avenues over that parcel of land in the County of Napa, State of California, described as follows:

Commencing at the point of intersection of the Northerly line of the 279.50 acre tract of land as described in the Deed to Charles E. Stewart recorded June 13, 1941 in [Book 163 of Official Records at page 394](#), Napa County Records, with the Easterly line of the 10.935 acre tract as described in the Deed to the State of California, recorded August 24, 1979 in [Book 1137 of Official Records at page 289](#), Napa County Records. Thence from said point of commencement and running along the Easterly line of said 10.935 acre tract the following courses and distances; thence from a tangent that bears South 04° 12' 41" West along a curve to the right with a radius of 13,000.00 feet, through a central angle of 01° 16' 29", an arc length of 289.24 feet; thence South 05° 29' 10" West 418.78 feet; thence along a tangent curve to the left with a radius of 2,500.00 feet through an angle of 12° 19' 12" an arc length of 537.56 feet; thence South 06° 50' 02" East 437.78 feet; thence along a tangent curve to the right with a radius of 1,500.00 feet, through an angle of 08° 07' 08", an arc length of 212.55 feet to the Southerly line of said 279.50 acre tract to Stewart; thence leaving the Easterly line of said 10.93 acre tract and running along said Southerly line of said 279.50 acre tract South 68° 47' 24" East to the intersection with the

Westerly line of the 100 foot strip of land as described in the Deed to the San Francisco and Napa Railroad Company, recorded September 22, 1905 in Book 81 of Deeds at page 384, Napa County Records. thence North 06° 08' West along the Westerly line of said 100 foot strip 2,000 feet more or less to the intersection of the Northerly line of said 279.50 acre tract to Stewart; thence North 89° 50' 23" West along said Northern line of the 279.50 acre tract to the point of commencement, containing 8.48 acres more or less.

Exempting from said 8.48 acre parcel:

Description of a portion of Parcel 8 as described in the Superior Court of California, County of Napa, number 20191, Estate of Charles Earl Stewart, Deceased, as recorded on November 12, 1987 in Book 1549 of Official Records at pages 223-237 of Napa County, California, and being more particularly described as follows:

Commencing at the Northeast corner of said Parcel 8, same corner being on the East right of way line of State Route 29; thence leaving said right of way line and along the North line of Parcel 8, South 89° 50' 45" East, 36.92 feet to the most Northerly Northeast corner of the herein described levee easement (NC 109-2), same corner being the point of beginning for the herein described fee parcel; thence continuing along said North line, South 89° 50' 48" East 33.27 feet for the common corner with the fee parcel (Parcel 1-NC10B-1) as herein described; thence leaving the North line of said Parcel 8 and along the common line between said fee parcel (S), South 05° 01' 25" East, 87.71 feet to the common corner between the levee easements (Parcel 2-NC 108-2) and (Parcel 2-NC 109- 2), and the fee parcel (Parcel 1-NC 108-1); thence leaving the aforesaid common line and crossing through said Parcel 8, and along the East line of said levee easement (NC-109-2) for the following three (3) courses:

South 77° 47' 19" West, 51.62 feet,
N 05° 30' 47" East, 90.04 feet, and
North 05° 31' 39" East, 8.80 feet to the point of beginning.

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)

GRANT DEED

For valuable consideration, Ailene M. Pritchett, Trustee of the Ailene M. Pritchett 2020 Revocable Trust, Mary Delzompo, Linda Barbosa, the Guardian of the Estate of Phillip Stewart, and Christy Mary Stewart, as Trustee of the 2020 Christy Mary Stewart Family Trust , hereby grant to Napa County Flood Control and Water Conservation District, all that certain real property located in Napa, County, State of California, more particularly described on Exhibit A, 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 _____, 2024.

GRANTOR

By: _____
Ailene M. Pritchett, Trustee of the Ailene M. Pritchett 2020 Revocable Trust

By: _____
MARY DELZOMPO

By: _____
CHRISTY MARY STEWART, as Trustee of the 2020 Christy Mary Stewart Family Trust

By: _____
LINDA BARBOSA, the Guardian of the Estate of Phillip Stewart

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 C

California State Coastal Conservancy Irrevocable Offer to Dedicate Title

Recording Requested By and
When Recorded Return to:

State Coastal Conservancy
1515 Clay Street, 10th Floor
Oakland, CA 94612

Attn: Legal Counsel: Jordan Fong

**EXEMPT FROM RECORDING FEES -- GOV. CODE SECTION 6103, GOV.
CODE SECTION 27383**

**IRREVOCABLE OFFER TO DEDICATE TITLE IN FEE
AND DECLARATION OF RESTRICTIVE COVENANTS**

Napa River Enhancement and Public Access Project Property, Napa County, California

This IRREVOCABLE OFFER TO DEDICATE TITLE IN FEE AND DECLARATION OF RESTRICTIVE COVENANTS (“the offer”) is made this ____ day of _____, 2024, by the Napa County Flood Control and Water Conservation District (“the offeror”).

Pertinent Facts

- A. The offeror is the legal owner of real property in the County of Napa, State of California, Assessor’s Parcel Nos. 043-103-007, 043-103-021, 043-103-022 and a portion of 043-103-020 described in Exhibit A (“the real property”) and conveyed to the offeror under the grant deed recorded concurrently with this offer pursuant to the terms and conditions set forth in that certain Purchase and Sale Agreement between the offeror and Ailene M. Pritchett, Trustee of the Ailene M. Pritchett 2020 Revocable Trust (“Pritchett”) dated _____, 2024, and that certain Purchase and Sale Agreement between the offeror and Pritchett, Mary Delzompo, Linda Barbosa, the Guardian of the Estate of Phillip Stewart, and Christy Mary Stewart, as Trustee of the 2020 Christy Mary Stewart Family Trust dated _____, 2024, (collectively, the “Purchase Agreements”).
- B. The offeror is a special district of the State of California.

- C. The offeror purchased the real property using funds from the California Department of Parks and Recreation’s (“DPR”) administration of the Federal Land and Water Conservation Fund, under DPR Grant 06-01874, and the funds from the California State Coastal Conservancy (“the Conservancy”) authorized under Division 21 of the California Public Resources Code for grants to public agencies and nonprofit organizations for the acquisition of real property; and under unrecorded Conservancy Grant Agreement No. 23-098 (“the Conservancy grant agreement”) between the offeror and the Conservancy. Specifically, the Conservancy provided funds from the Greenhouse Gas Reduction Fund, which authorizes acquisitions of real property for the purposes of urgent sea level rise adaptation and coastal resilience needs.
- D. The Conservancy grant agreement requires that the offeror permanently dedicate the real property for specified purposes.
- E. The offeror is executing this offer to comply with the Conservancy grant, and to protect the public’s interest in the real property, which was acquired with the assistance of state funds.
- F. The offeror intends through this offer to bind itself and its assigns and successors in interest.

The offeror hereby irrevocably offers to dedicate fee title to the real property to the State of California, acting through the Conservancy, and agrees to the restrictive covenants, as follows, in light of the pertinent facts, above, and in consideration of the Conservancy’s grant to the offeror for the acquisition of the real property and to preserve the public’s interest in the real property.

- 1. **ACCEPTANCE OF OFFER.** This offer may be accepted only if the Conservancy finds that the existence of the offeror has terminated or termination is imminent; or that the offeror has violated with respect to the real property or any portion of it or interest in it one or more of the following restrictive covenants of this offer pursuant to this section 1 (collectively, the “restrictive covenants”):
 - a. The offeror has acquired the real property for the purposes of protection, restoration, and enhancement of natural and scenic resources, including wetlands and open space; and, to the extent compatible with the aforementioned purposes: public access, passive recreation, and California Native American tribal cultural uses. (collectively, the “acquisition purposes”); and no use of the real property inconsistent with the acquisition purposes is permitted.
 - b. The offeror shall use, manage, operate and maintain the real property consistent with the acquisition purposes.
 - c. The real property may not be used as security for any debt, in violation of section 2(b), below.
 - d. The real property may not be transferred without the written approval the Executive Officer of the Conservancy or its successor in violation of section 2(c), below.
 - e. The real property may not be used for mitigation in violation of section 2(d), below.

In addition, the Conservancy may accept this offer where the property is under threat of condemnation or has been condemned, subject to section 3, below.

Upon a finding by the Conservancy, following written notice and a reasonable opportunity to cure, that any of the restrictive covenants has been violated; or that the existence of the offeror has terminated for any reason prior to a transfer of the real property in compliance with this offer; or that the property is under threat of condemnation or has been condemned; a public agency or a nonprofit organization designated by the Conservancy and which has agreed to accept the obligations of the offeror under this offer (“Accepting Party”), may accept this offer in accordance with law, by recording in the Official Records of Napa County a Certificate of Acceptance substantially in the form of the attached Exhibit B. Acceptance of this offer will have the effect of a grant of the real property to the Accepting Party.

2. **DECLARATION OF RESTRICTIONS.** The offeror declares that the real property shall be held, used, and conveyed subject to the following restrictions:
 - a. **Use of the real property.** The real property shall be used, managed, operated and maintained for the acquisition purposes, except to the extent that Pritchett is permitted to continue existing vineyard operations on the real property through 2024.
 - b. **Use of the real property as security for debt.** The offeror shall not use the real property as security for any debt without the written approval of the Executive Officer of the Conservancy.
 - c. **Transfer of the real property.** Transfer of the real property is subject to the prior written approval of the Executive Officer of the Conservancy. The transferee shall be subject to all provisions of this offer, including, without limitation, the use restrictions. If the Conservancy deems necessary, prior to the Conservancy’s approval of any transfer of the real property, the transferee and the Conservancy shall enter into a new agreement sufficient to protect the interest of the people of California.
 - d. **Mitigation.** The real property shall not be used for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) without the written permission of the Executive Officer of the Conservancy. In providing permission, the Conservancy may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be promptly remitted to the Conservancy, proportionate with the Conservancy’s contribution to the total acquisition price of the real property.

3. **CONDEMNATION.** Condemnation means a permanent taking through the exercise of any government power (by legal proceedings or otherwise) by any party having the right of eminent domain (“condemnor”); or through a voluntary sale or transfer by the offeror to any condemnor, either under threat of exercise of eminent domain by a condemnor or while legal proceedings for eminent domain are pending. If the real property is under threat of condemnation or has been condemned, the offeror shall promptly notify the Conservancy in

writing, and shall use its best efforts to obtain the maximum compensation possible. Upon receiving condemnation proceeds, the offeror shall promptly pay to the Conservancy a percentage of the condemnation proceeds equivalent to the percentage of the total acquisition cost originally contributed by the Conservancy.

If the Accepting Party accepts the offer due to threat of condemnation and receives proceeds following condemnation, the Accepting Party shall distribute a proportionate share to the offeror. If an Accepting Party accepts the OTD due to threat of condemnation, and condemnation does not occur, then the Accepting Party shall either reconvey the real property to the offeror or pay to the offeror the amount of the offeror's contribution to the original acquisition, unless the Accepting Party and the offeror agree otherwise.

4. **MONITORING AND INSPECTION OF THE PROPERTY.** On reasonable prior written notice from the Conservancy, the offeror shall allow the Conservancy to inspect the real property to ascertain compliance with the restrictive covenants of this offer.

The offeror shall comply with the Conservancy's requests for information regarding the offeror's compliance with the restrictive covenants of this offer ("monitoring information"). The Conservancy has the discretion, which shall be exercised reasonably, to determine when to request monitoring information and which monitoring information to request. Unless directed otherwise by the requesting agency, the offeror shall, in the manner specified by the Conservancy, return written responses to the Conservancy within 60 days of offeror's receipt of a request for monitoring information. The offeror shall inspect the real property regularly and take other actions as necessary to ensure that monitoring information is accurate.

6. **OTHER REMEDIES.** Notwithstanding any other provision of this offer, the Conservancy may use any remedy available in law or equity to enforce the covenants and restrictions contained in this offer.
7. **BENEFIT AND BURDEN.** This offer shall run with and burden the real property. All obligations, terms, conditions, and restrictions imposed by this offer shall be deemed covenants and restrictions running with the land, shall be effective limitations on the use of the real property from the date of recordation of this document, and shall bind the offeror and all its successors and assigns. This offer benefits the State of California.
8. **SUCCESSORS AND ASSIGNS.** The provisions of this offer shall bind and inure to the benefit of the successors and assigns of both the offeror and the Conservancy, whether voluntary or involuntary.
9. **CONSTRUCTION OF VALIDITY.** If a court in a final determination holds any provision of these restrictions invalid, or if, for any other reason it becomes unenforceable, no other provision shall be affected.
10. **TERM.** This offer is irrevocable.

11. **AMENDMENT**. No change in this offer will be valid unless made in writing, signed by the offeror and the Agencies, and recorded in the official records of Napa County, California.

The offeror executes this document on the date first written above.

_____, the offeror

Authorized signature

Type or print name

Title

EXHIBIT A to Irrevocable Offer to Dedicate Title

Legal Property Description

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

TRACT ONE:

All of that Parcel of land described as Parcel 2 in the Deed to the State of California recorded February 14, 1979, in [Book 1114, page 653](#), Official Records of Napa County.

Excepting therefrom that portion of the following described parcel:

Commencing at the Northerly terminus of the course described in said Parcel 2 with a length of 50.36 feet; thence along said course S. 60° 13' 57" B., 50.36 feet to the course described in said Parcel 2 with a length of 1,649.22 feet; thence along last said course N. 89° 24' 27" W., 67.48 feet; thence N. 60° 13' 57" W., 50.36 feet to the course described in said Parcel 2 with a length of 1,749.59 feet; thence along said course S. 89° 24' 27" E., 67.48 feet to the point of commencement.

APN: 043-103-007

TRACT TWO:

That certain 100 foot strip of land described in the Deed from John Stewart to San Francisco and Napa Railway Company, recorded September 22, 1905 in [Book 81 of Deeds at page 384](#), said Napa County Records.

Excepting therefrom that portion reserved to Southern Pacific Transportation Company, its successors and assigns described as follows:

All minerals and mineral rights, interests and royalties, including without limiting the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, in and under said property; however, The Southern Pacific Transportation Company, its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property in connection therewith as set forth in document recorded April 29, 1988 as [Book 1578 at page 438](#) of Official Records.

APN: 043-103-021

TRACT THREE:

PARCEL ONE:

Being a portion of the lands described as Parcel 1 in the Superior Court of California, County of Napa, Probate Number 20191, Estate of Charles Earl Stewart, deceased, as recorded on November 12, 1987 [Book 1549 of Official Records at pages 223 through 237](#) of Napa County, more particularly described as follows:

Commencing at the Northeasterly corner of the lands described in the Deed to Ailene S. Plass and Earl S. Pritchett, as joint tenants, as recorded on October 8, 1988 as Series Number [1998-0029573](#) of Official Records of Napa County, California at a point on the Northerly line of said Parcel 1; thence along

the Easterly line of the said Plass/Pritchett Parcel, South 05° 01' 25" East 107.99 feet to the most Westerly corner of the parcel of land described as Parcel NC 102-1 & 21N The Final Order Condemnation in favor Napa County Flood Control & Water Conservation District, recorded October 30, 2001 under Napa County Series Number [2001-0037888](#), and the point of beginning hereof; thence leaving said East Line and crossing through said Parcel 1, and along the Northerly and Easterly lines of the Levee Easement for the following six (6) courses:

South 76° 35' 44" East 388.16 feet,
South 37° 32' 28" East 1,016.65 feet,
South 34° 13' 00" East 205.86,
South 16° 49' 57" East 387.05 feet,
South 12° 10' 55" West 815.33 feet, and
South 11° 48' 20" West 21.80 feet to the point of intersection with the Southerly line of said Parcel 1;

thence along the South line of said Parcel 1, North 68° 47' 46" West 944.10 feet to the point of intersection with the aforementioned East line of said Parcel 2; thence along said East line, North 050 01' 25" West 1921.02 feet to the point of beginning.

APN: 043-103-022

PARCEL TWO:

Together with an easement for road and utility purposes over, under, along and across that Parcel of land described as Parcel 2, in the Deed to the State of California recorded February 14, 1979, in [Book 1114, page 653](#), Official Records of Napa County.

Excepting from said easement parcel that portion of the following described parcel:

Commencing at the Northerly terminus of the course described in said Parcel 2 with a length 50.36 feet; thence along said course South 6° 13' 57" East, 50.36 feet to the course described in said Parcel 2 with a length of 1,649.22 feet; thence along last said course North 89° 24' 27" West, 67.48 Feet; Thence North 6° 13' 57" West, 50.36 feet to the course described in said Parcel 2 with a length of 1,749.59 feet; thence along said course South 89° 24' 27" East, 67.48 feet to the point of commencement.

PARCEL THREE:

And together with an easement for road and utility purposes over, under, along and across existing roads, together with extensions along Vineyard Avenues over that parcel of land in the County of Napa, State of California, described as follows:

Commencing at the point of intersection of the Northerly line of the 279.50 acre tract of land as described in the Deed to Charles E. Stewart recorded June 13, 1941 in [Book 163 of Official Records at page 394](#), Napa County Records, with the Easterly line of the 10.935 acre tract as described in the Deed to the State of California, recorded August 24, 1979 in [Book 1137 of Official Records at page 289](#), Napa County Records. Thence from said point of commencement and running along the Easterly line of said 10.935 acre tract the following courses and distances; thence from a tangent that bears South 04° 12' 41" West along a curve to the right with a radius of 13,000.00 feet, through a central angle of 01° 16' 29", an arc length of 289.24 feet; thence South 05° 29' 10" West 418.78 feet; thence along a tangent curve to the left with a radius of 2,500.00 feet through an angle of 12° 19' 12" an arc length of 537.56 feet; thence South 06° 50' 02" East 437.78 feet; thence along a tangent curve to the right with a radius of 1,500.00 feet, through an angle of 08° 07' 08", an arc length of 212.55 feet to the Southerly line of said 279.50 acre tract to Stewart; thence leaving the Easterly line of said 10.93 acre tract and running

along said Southerly line of said 279.50 acre tract South 68° 47' 24" East to the intersection with the Westerly line of the 100 foot strip of land as described in the Deed to the San Francisco and Napa Railroad Company, recorded September 22, 1905 in Book 81 of Deeds at page 384, Napa County Records. thence North 06° 08' West along the Westerly line of said 100 foot strip 2,000 feet more or less to the intersection of the Northerly line of said 279.50 acre tract to Stewart; thence North 89° 50' 23" West along said Northern line of the 279.50 acre tract to the point of commencement, containing 8.48 acres more or less.

Exempting from said 8.48 acre parcel:

Description of a portion of Parcel 8 as described in the Superior Court of California, County of Napa, number 20191, Estate of Charles Earl Stewart, Deceased, as recorded on November 12, 1987 in Book 1549 of Official Records at pages 223-237 of Napa County, California, and being more particularly described as follows:

Commencing at the Northeast corner of said Parcel 8, same corner being on the East right of way line of State Route 29; thence leaving said right of way line and along the North line of Parcel 8, South 89° 50' 45" East, 36.92 feet to the most Northerly Northeast corner of the herein described levee easement (NC 109-2), same corner being the point of beginning for the herein described fee parcel; thence continuing along said North line, South 89° 50' 48" East 33.27 feet for the common corner with the fee parcel (Parcel 1-NC10B-1) as herein described; thence leaving the North line of said Parcel 8 and along the common line between said fee parcel (S), South 05° 01' 25" East, 87.71 feet to the common corner between the levee easements (Parcel 2-NC 108-2) and (Parcel 2-NC 109- 2), and the fee parcel (Parcel 1-NC 108-1); thence leaving the aforesaid common line and crossing through said Parcel 8, and along the East line of said levee easement (NC-109-2) for the following three (3) courses:

South 77° 47' 19" West, 51.62 feet,
N 05° 30' 47" East, 90.04 feet, and
North 05° 31' 39" East, 8.80 feet to the point of beginning.

EXHIBIT B to Irrevocable Offer to Dedicate Title

SAMPLE CERTIFICATE FOR FUTURE USE

Recording Requested By and
When Recorded Return to:

State Coastal Conservancy
1515 Clay Street, 10th Floor
Oakland, CA 94612

Attn: Legal Counsel: [initials]
Project:

EXEMPT FROM RECORDING FEES -- GOV. CODE SECTION 6103, GOV. CODE SECTION 27383

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property offered to the State of California, acting by and through the State Coastal Conservancy, in the IRREVOCABLE OFFER TO DEDICATE TITLE IN FEE AND DECLARATION OF RESTRICTIVE COVENANTS (“the offer”) executed by the _____ on _____, and recorded on _____ as Instrument No. _____ in the Official Records of the County of _____, State of California, is hereby accepted by the undersigned officer on behalf of the State of California, pursuant to the authorization of the State Coastal Conservancy, State of California, adopted on the basis of findings made in accordance with paragraph 1 of the offer.

STATE OF CALIFORNIA
State Coastal Conservancy

By: XXXXXX
Executive Officer

Date

EXHIBIT D

California Department of Parks and Recreation Deed Restriction

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Katie Buesh

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, Napa County Flood Control and Water Conservation District, (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the Property was acquired pursuant to the terms and conditions set forth in that certain Purchase and Sale Agreement between the Owner and Ailene M. Pritchett, Trustee of the Ailene M. Pritchett 2020 Revocable Trust ("Pritchett") dated _____, 2024, and that certain Purchase and Sale Agreement between the Owner and Pritchett, Mary Delzompo, Linda Barbosa, the Guardian of the Estate of Phillip Stewart, and Christy Mary Stewart, as Trustee of the 2020 Christy Mary Stewart Family Trust dated _____, 2024, (collectively, the "Purchase Agreements"); and

III. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of California Public Resources Code (hereinafter referred to as the "PRC") section 5001; and

IV. WHEREAS, Owner(s) (or GRANTEE) applied to DPR for grant funds available pursuant to the Land and Water Conservation Fund, Competitive Program to acquire approximately 56.8 acres in the County of Napa for future development into an open space wetlands area with passive recreation features such as boardwalks, pathways, and a kayak launch area on the Property; and

V. WHEREAS, on July 1, 2022, DPR's Office of Grants and Local Services and the National Park Service approved Grant 06-01874 (hereinafter referred to as "Grant") to acquire approximately 56.8 acres in the County of Napa for future development into an open space wetlands area with passive recreation features such as boardwalks, pathways, and a kayak launch area on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

VI. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Land and Water Conservation Fund, Competitive Program and the funds that are the subject of the Grant could therefore not have been granted; and

VII. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for themselves and for their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof, except that Pritchett is permitted to continue existing vineyard operations on the real property to the end of calendar year 2024.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all their assigns or successors-in-interest for the period running from June 1, 2024, through perpetuity.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) California Revenue and Taxation Code section 402.1 or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of California Revenue and Taxation Code section 3712(d), or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner(s) Name(s): _____

Signed: _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A TO DEED RESTRICTION

Legal Property Description

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

TRACT ONE:

All of that Parcel of land described as Parcel 2 in the Deed to the State of California recorded February 14, 1979, in [Book 1114, page 653](#), Official Records of Napa County.

Excepting therefrom that portion of the following described parcel:

Commencing at the Northerly terminus of the course described in said Parcel 2 with a length of 50.36 feet; thence along said course S. 60° 13' 57" B., 50.36 feet to the course described in said Parcel 2 with a length of 1,649.22 feet; thence along last said course N. 89° 24' 27" W., 67.48 feet; thence N. 60° 13' 57" W., 50.36 feet to the course described in said Parcel 2 with a length of 1,749.59 feet; thence along said course S. 89° 24' 27" E., 67.48 feet to the point of commencement.

APN: 043-103-007

TRACT TWO:

That certain 100 foot strip of land described in the Deed from John Stewart to San Francisco and Napa Railway Company, recorded September 22, 1905 in [Book 81 of Deeds at page 384](#), said Napa County Records.

Excepting therefrom that portion reserved to Southern Pacific Transportation Company, its successors and assigns described as follows:

All minerals and mineral rights, interests and royalties, including without limiting the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, in and under said property; however, The Southern Pacific Transportation Company, its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property in connection therewith as set forth in document recorded April 29, 1988 as [Book 1578 at page 438](#) of Official Records.

APN: 043-103-021

TRACT THREE:

PARCEL ONE:

Being a portion of the lands described as Parcel 1 in the Superior Court of California, County of Napa, Probate Number 20191, Estate of Charles Earl Stewart, deceased, as recorded on November 12, 1987 [Book 1549 of Official Records at pages 223 through 237](#) of Napa County, more particularly described as follows:

Commencing at the Northeasterly corner of the lands described in the Deed to Ailene S. Plass and Earl S. Pritchett, as joint tenants, as recorded on October 8, 1988 as Series Number [1998-0029573](#) of Official Records of Napa County, California at a point on the Northerly line of said Parcel 1; thence along the Easterly line of the said Plass/Pritchett Parcel, South 05° 01' 25" East 107.99 feet to the most

Westerly corner of the parcel of land described as Parcel NC 102-1 & 21N The Final Order Condemnation in favor Napa County Flood Control & Water Conservation District, recorded October 30, 2001 under Napa County Series Number [2001-0037888](#), and the point of beginning hereof; thence leaving said East Line and crossing through said Parcel 1, and along the Northerly and Easterly lines of the Levee Easement for the following six (6) courses:

South 76° 35' 44" East 388.16 feet,
South 37° 32' 28" East 1,016.65 feet,
South 34° 13' 00" East 205.86,
South 16° 49' 57" East 387.05 feet,
South 12° 10' 55" West 815.33 feet, and
South 11° 48' 20" West 21.80 feet to the point of intersection with the Southerly line of said Parcel 1;

thence along the South line of said Parcel 1, North 68° 47' 46" West 944.10 feet to the point of intersection with the aforementioned East line of said Parcel 2; thence along said East line, North 050 01' 25" West 1921.02 feet to the point of beginning.

APN: 043-103-022

PARCEL TWO:

Together with an easement for road and utility purposes over, under, along and across that Parcel of land described as Parcel 2, in the Deed to the State of California recorded February 14, 1979, in [Book 1114, page 653](#), Official Records of Napa County.

Excepting from said easement parcel that portion of the following described parcel:

Commencing at the Northerly terminus of the course described in said Parcel 2 with a length 50.36 feet; thence along said course South 6° 13' 57" East, 50.36 feet to the course described in said Parcel 2 with a length of 1,649.22 feet; thence along last said course North 89° 24' 27" West, 67.48 Feet; Thence North 6° 13' 57" West, 50.36 feet to the course described in said Parcel 2 with a length of 1,749.59 feet; thence along said course South 89° 24' 27" East, 67.48 feet to the point of commencement.

PARCEL THREE:

And together with an easement for road and utility purposes over, under, along and across existing roads, together with extensions along Vineyard Avenues over that parcel of land in the County of Napa, State of California, described as follows:

Commencing at the point of intersection of the Northerly line of the 279.50 acre tract of land as described in the Deed to Charles E. Stewart recorded June 13, 1941 in [Book 163 of Official Records at page 394](#), Napa County Records, with the Easterly line of the 10.935 acre tract as described in the Deed to the State of California, recorded August 24, 1979 in [Book 1137 of Official Records at page 289](#), Napa County Records. Thence from said point of commencement and running along the Easterly line of said 10.935 acre tract the following courses and distances; thence from a tangent that bears South 04° 12' 41" West along a curve to the right with a radius of 13,000.00 feet, through a central angle of 01° 16' 29", an arc length of 289.24 feet; thence South 05° 29' 10" West 418.78 feet; thence along a tangent curve to the left with a radius of 2,500.00 feet through an angle of 12° 19' 12" an arc length of 537.56 feet; thence South 06° 50' 02" East 437.78 feet; thence along a tangent curve to the right with a radius of 1,500.00 feet, through an angle of 08° 07' 08", an arc length of 212.55 feet to the Southerly line of said 279.50 acre tract to Stewart; thence leaving the Easterly line of said 10.93 acre tract and running along said Southerly line of said 279.50 acre tract South 68° 47' 24" East to the intersection with the

Westerly line of the 100 foot strip of land as described in the Deed to the San Francisco and Napa Railroad Company, recorded September 22, 1905 in Book 81 of Deeds at page 384, Napa County Records. thence North 06° 08' West along the Westerly line of said 100 foot strip 2,000 feet more or less to the intersection of the Northerly line of said 279.50 acre tract to Stewart; thence North 89° 50' 23" West along said Northern line of the 279.50 acre tract to the point of commencement, containing 8.48 acres more or less.

Exempting from said 8.48 acre parcel:

Description of a portion of Parcel 8 as described in the Superior Court of California, County of Napa, number 20191, Estate of Charles Earl Stewart, Deceased, as recorded on November 12, 1987 in Book 1549 of Official Records at pages 223-237 of Napa County, California, and being more particularly described as follows:

Commencing at the Northeast corner of said Parcel 8, same corner being on the East right of way line of State Route 29; thence leaving said right of way line and along the North line of Parcel 8, South 89° 50' 45" East, 36.92 feet to the most Northerly Northeast corner of the herein described levee easement (NC 109-2), same corner being the point of beginning for the herein described fee parcel; thence continuing along said North line, South 89° 50' 48" East 33.27 feet for the common corner with the fee parcel (Parcel 1-NC10B-1) as herein described; thence leaving the North line of said Parcel 8 and along the common line between said fee parcel (S), South 05° 01' 25" East, 87.71 feet to the common corner between the levee easements (Parcel 2-NC 108-2) and (Parcel 2-NC 109- 2), and the fee parcel (Parcel 1-NC 108-1); thence leaving the aforesaid common line and crossing through said Parcel 8, and along the East line of said levee easement (NC-109-2) for the following three (3) courses:

South 77° 47' 19" West, 51.62 feet,
N 05° 30' 47" East, 90.04 feet, and
North 05° 31' 39" East, 8.80 feet to the point of beginning.

EXHIBIT B TO DEED RESTRICTION

State of California - Natural Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
Land and Water Conservation Fund
Competitive

GRANTEE Napa County Flood Control and Water Conservation District

PROJECT TITLE NAPA RIVER ESTUARY ACQUISITION PROJECT NUMBER 06-01874

GRANT PERFORMANCE PERIOD is from June 01, 2023 thru June 30, 2026

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, and the State of California, acting through its Liaison Officer pursuant to the program named above, and agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE/Cost Estimate Form of the APPLICATION filed with the State of California referenced by the project number indicated above.

PROJECT DESCRIPTION

Acquire approximately 56.8 acres in the County of Napa for future development into an open space wetlands area with passive recreation features such as boardwalks, pathways, and a kayak launch area.

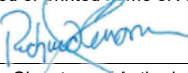
Total State Grant not to exceed \$2,550,000.00 (or 50% of the total project, whichever is less.)
 Rate of Reimbursement 50.00%

Napa County Flood Control and Water Conservation District
 Grantee

The General and Special Provisions attached are made a part of and incorporated into the Contract.

By Richard Thomasser
 Typed or printed name of Authorized Representative

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION



DocuSigned by:
Maria Almos
 A95AF99B0D1941C...

Address 804 First Street Napa, CA 94559

By _____
 Date 8/17/2023

Title District Manager

Date August 10, 2023

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C8967004	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000084582			PROJECT NO. 06-01874
AMOUNT ENCUMBERED BY THIS DOCUMENT \$2,550,000.00		FUND. Federal Trust Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-0890	CHAPTER 43	STATUTE 22	FISCAL YEAR 2023/24
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,550,000.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69072	PROJECT / WORK PHASE 379009101200

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Land and Water Conservation Fund
Grant Contract Provisions

Part I - Definitions

- A. The term “NPS” as used herein means the National Park Service, United States Department of the Interior.
- B. The term “Director” as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term “Secretary” as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term “State” as used herein means the State, Territory, or District of Columbia that is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms “State,” “grantee,” and “recipient” are deemed synonymous.
- E. The term “Land and Water Conservation Fund” or “LWCF” as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term “Manual” as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).
- G. The term “project” as used herein means a Land and Water Conservation Fund grant which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, State and/or local outdoor recreation funds.

- A. The State agrees, as recipient of the LWCF assistance, that it will meet the LWCF General Provisions, and the terms and provisions as contained or referenced in, or

attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.

B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as Fund reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United

States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Section II.B above.

D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the project grant agreement.

E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R. Part 59).

F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of the agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B. above.

G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.

2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.

2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.

3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
3. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
4. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
5. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
6. In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section "Project Termination" of this agreement.
7. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 C.F.R. Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
8. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
9. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant

award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and other on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, as necessary, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. § 800.11. If an unanticipated discovery is made during implementation of the undertaking the State in coordination with NPS shall consult per provisions 36 C.F.R § 800.13.

10. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq.) and the CEQ regulations (40 C.F.R. § 1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees and subrecipients are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

C. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

D. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which

are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

E. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

F. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

G. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

H. Hold Harmless

The Grantee shall indemnify the State of California and its officer, agents and employees against and hold the same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to, or arising out of, either in whole or in part, whether directly or indirectly, the organization, Development, construction, operation, or maintenance of the Project.

I. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall

obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

K. Build America, Buy America

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within

the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.

4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber;
- or drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and

wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

EXHIBIT E
Preliminary Title Report



*First American Title
Company of Napa*

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



**First American Title
Company of Napa**

ORDER NO: **00302949-PC**
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PRELIMINARY REPORT

First American Title Insurance Company

First American Title Company of Napa

California Department of Insurance License No. 2553-6

1700 Second Street, Suite 120, P.O. Box 388, Napa, CA 94559

Tel: (707) 254-4500 - Fax: (707) 963-1302

Property Address:

No Situs Address
.Napa, CA 94558

Assessor's Parcel Number:

043-103-007

Buyer/Borrower:

Napa County Flood Control

Seller/Owner:

Ailene M. Pritchett
Mary Delzompo

Direct Escrow Inquiries to Escrow Officer:

Patty Campoy
Email: PCampoy@firstamnapa.com

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.

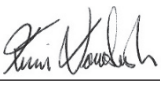
This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment 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 May 17, 2024 at 7:30 A.M.

By: 
Authorized Signatory



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**1 First American Title
Company of Napa**

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

2021 ALTA Owner's Policy (7/1/21) with WRE 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:

**AILENE M. PRITCHETT, TRUSTEE OF THE AILENE M. PRITCHETT 2020 REVOCABLE TRUST,
AS TO AN UNDIVIDED 1/3 INTEREST**

AND

**MARY DELZOMPO, AS HER SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 1/3
INTEREST**

AND

**LINDA BARBOSA, THE GUARDIAN OF THE ESTATE OF PHILLIP STEWART, AS TO AN
UNDIVIDED 1/6 INTEREST**

AND

**CHRISTY MARY STEWART, AS TRUSTEE OF THE 2020 CHRISTY MARY STEWART FAMILY
TRUST, AS TO AN UNDIVIDED 1/6 INTEREST, ALL AS TO TRACTS ONE AND THREE**

AND

**AILENE M. PRITCHETT, TRUSTEE OF THE AILENE M. PRITCHETT 2020 REVOCABLE TRUST,
AS TO AN UNDIVIDED 1/2 INTEREST**

AND

**MARY DELZOMPO, AS TO HER SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 1/2
INTEREST, ALL AS TO TRACT TWO**

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

**A fee as to Tracts One and Three and Parcel One of Tract Three, an easement as to Parcel(s) Two and
Three of Tract Three**

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

See Exhibit A attached hereto and made a part hereof.



**First American Title
Company of Napa**

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EXHIBIT A

LEGAL DESCRIPTION

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

TRACT ONE:

All of that Parcel of land described as Parcel 2 in the Deed to the State of California recorded February 14, 1979, in [Book 1114, page 653](#), Official Records of Napa County.

Excepting therefrom that portion of the following described parcel:

Commencing at the Northerly terminus of the course described in said Parcel 2 with a length of 50.36 feet; thence along said course S. 60° 13' 57" B., 50.36 feet to the course described in said Parcel 2 with a length of 1,649.22 feet; thence along last said course N. 89° 24' 27" W., 67.48 feet; thence N. 60° 13' 57" W., 50.36 feet to the course described in said Parcel 2 with a length of 1,749.59 feet; thence along said course S. 89° 24' 27" E., 67.48 feet to the point of commencement.

APN: 043-103-007

TRACT TWO:

That certain 100 foot strip of land described in the Deed from John Stewart to San Francisco and Napa Railway Company, recorded September 22, 1905 in [Book 81 of Deeds at page 384](#), said Napa County Records.

Excepting therefrom that portion reserved to Southern Pacific Transportation Company, its successors and assigns described as follows:

All minerals and mineral rights, interests and royalties, including without limiting the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, in and under said property; however, The Southern Pacific Transportation Company, its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of said property in connection therewith as set forth in document recorded April 29, 1988 as [Book 1578 at page 438](#) of Official Records.

APN: 043-103-021

TRACT THREE:

PARCEL ONE:

Being a portion of the lands described as Parcel 1 in the Superior Court of California, County of Napa, Probate Number 20191, Estate of Charles Earl Stewart, deceased, as recorded on November 12, 1987 [Book 1549 of Official Records at pages 223 through 237](#) of Napa County, more particularly described as follows:

Commencing at the Northeasterly corner of the lands described in the Deed to Ailene S. Plass and Earl S. Pritchett, as joint tenants, as recorded on October 8, 1988 as Series Number [1998-0029573](#) of Official Records of Napa County, California at a point on the Northerly line of said Parcel 1; thence along the Easterly line of the said Plass/Pritchett Parcel, South 05° 01' 25" East 107.99 feet to the most Westerly corner of the parcel of land described as Parcel NC 102-1 & 21N The Final Order Condemnation in favor Napa County Flood Control & Water Conservation District, recorded October 30, 2001 under Napa County Series Number [2001-0037888](#), and



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the point of beginning hereof; thence leaving said East Line and crossing through said Parcel 1, and along the Northerly and Easterly lines of the Levee Easement for the following six (6) courses:

South 76° 35' 44" East 388.16 feet,
 South 37° 32' 28" East 1,016.65 feet,
 South 34° 13' 00" East 205.86,
 South 16° 49' 57" East 387.05 feet,
 South 12° 10' 55" West 815.33 feet, and
 South 11° 48' 20" West 21.80 feet to the point of intersection with the Southerly line of said Parcel 1;

thence along the South line of said Parcel 1, North 68° 47' 46" West 944.10 feet to the point of intersection with the aforementioned East line of said Parcel 2; thence along said East line, North 050 01' 25" West 1921.02 feet to the point of beginning.

APN: 043-103-022

PARCEL TWO:

Together with an easement for road and utility purposes over, under, along and across that Parcel of land described as Parcel 2, in the Deed to the State of California recorded February 14, 1979, in [Book 1114, page 653](#), Official Records of Napa County.

Excepting from said easement parcel that portion of the following described parcel:

Commencing at the Northerly terminus of the course described in said Parcel 2 with a length 50.36 feet; thence along said course South 6° 13' 57" East, 50.36 feet to the course described in said Parcel 2 with a length of 1,649.22 feet; thence along last said course North 89° 24' 27" West, 67.48 Feet; Thence North 6° 13' 57" West, 50.36 feet to the course described in said Parcel 2 with a length of 1,749.59 feet; thence along said course South 89° 24' 27" East, 67.48 feet to the point of commencement.

PARCEL THREE:

And together with an easement for road and utility purposes over, under, along and across existing roads, together with extensions along Vineyard Avenues over that parcel of land in the County of Napa, State of California, described as follows:

Commencing at the point of intersection of the Northerly line of the 279.50 acre tract of land as described in the Deed to Charles E. Stewart recorded June 13, 1941 in [Book 163 of Official Records at page 394](#), Napa County Records, with the Easterly line of the 10.935 acre tract as described in the Deed to the State of California, recorded August 24, 1979 in [Book 1137 of Official Records at page 289](#), Napa County Records. Thence from said point of commencement and running along the Easterly line of said 10.935 acre tract the following courses and distances; thence from a tangent that bears South 04° 12' 41" West along a curve to the right with a radius of 13,000.00 feet, through a central angle of 01° 16' 29", an arc length of 289.24 feet; thence South 05° 29' 10" West 418.78 feet; thence along a tangent curve to the left with a radius of 2,500.00 feet through an angle of 12° 19' 12" an arc length of 537.56 feet; thence South 06° 50' 02" East 437.78 feet; thence along a tangent curve to the right with a radius of 1,500.00 feet, through an angle of 08° 07' 08", an arc length of 212.55 feet to the Southerly line of said 279.50 acre tract to Stewart; thence leaving the Easterly line of said 10.93 acre tract and running along said Southerly line of said 279.50 acre tract South 68° 47' 24" East to the intersection with the Westerly line of the 100 foot strip of land as described in the Deed to the San Francisco and Napa Railroad Company, recorded



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September 22, 1905 in Book 81 of Deeds at page 384, Napa County Records. thence North 06° 08' West along the Westerly line of said 100 foot strip 2,000 feet more or less to the intersection of the Northerly line of said 279.50 acre tract to Stewart; thence North 89° 50' 23" West along said Northern line of the 279.50 acre tract to the point of commencement, containing 8.48 acres more or less.

Exempting from said 8.48 acre parcel:

Description of a portion of Parcel 8 as described in the Superior Court of California, County of Napa, number 20191, Estate of Charles Earl Stewart, Deceased, as recorded on November 12, 1987 in [Book 1549 of Official Records at pages 223-237](#) of Napa County, California, and being more particularly described as follows:

Commencing at the Northeast corner of said Parcel 8, same corner being on the East right of way line of State Route 29; thence leaving said right of way line and along the North line of Parcel 8, South 89° 50' 45" East, 36.92 feet to the most Northerly Northeast corner of the herein described levee easement (NC 109-2), same corner being the point of beginning for the herein described fee parcel; thence continuing along said North line, South 89° 50' 48" East 33.27 feet for the common corner with the fee parcel (Parcel 1-NC10B-1) as herein described; thence leaving the North line of said Parcel 8 and along the common line between said fee parcel (S), South 05° 01' 25" East, 87.71 feet to the common corner between the levee easements (Parcel 2-NC 108-2) and (Parcel 2-NC 109-2), and the fee parcel (Parcel 1-NC 108-1); thence leaving the aforesaid common line and crossing through said Parcel 8, and along the East line of said levee easement (NC-109-2) for the following three (3) courses:

South 77° 47' 19" West, 51.62 feet,
 N 05° 30' 47" East, 90.04 feet, and
 North 05° 31' 39" East, 8.80 feet to the point of beginning.



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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 2024-2025, a lien not yet due or payable.

2. General and special taxes and assessments for the fiscal year 2023-2024

First Installment	:	\$0.00
Second Installment	:	\$0.00
Tax Rate Area	:	72001
A. P. No.	:	043-103-007

Affects Tract One

First Installment	:	\$77.00 Paid
Second Installment	:	\$94.70 Delinquent
Tax Rate Area	:	72001
A. P. No.	:	043-103-021

Affects Tract Two

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

4. The terms and provisions contained in the document entitled "Indenture (Deed)" recorded September 2, 1905 as [Book 81 of Deeds at page 384](#) of Official Records.

5. An easement for electric and communication transmission and distribution lines and facilities and incidental purposes, recorded May 24, 1916 as [Book 115 of Deeds at page 444](#) of Official Records.
 In Favor of : Great Western Power Company

 The location of the easement cannot be determined from the public record.

6. An easement for electric and communication transmission and distribution lines and facilities and incidental purposes, recorded November 3, 1922 as [Book 137 at Deeds at page 319](#) of Official Records.
 In Favor of : Great Western Power Company of California

 The location of the easement cannot be determined from the public record.

7. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded February 14, 1979 as [Book 1114 at page 653](#) of Official Records.

8. Abutter's rights of ingress and egress to or from Highway 121 and 129 have been relinquished in the document recorded February 14, 1979 as [Book 1114 at page 653](#) of Official Records.

9. Abutter's rights of ingress and egress to or from Highway 121 and 129 have been relinquished in the document recorded August 20, 1982 as [Book 1251 at page 986](#) of Official Records.



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10. An easement for roadway and utilities and incidental purposes, recorded December 20, 1989 as [Book 1705 at page 560](#) of Official Records.
In Favor of : Jose Q. Yokoi and Vicenta S. Yokoi
11. The terms and provisions contained in the document entitled "Flood Gates Maintenance and Operation Agreement" recorded December 20, 1989 as [Book 1705 at page 573](#) of Official Records.
12. The terms and provisions contained in the document entitled "Right of Way Maintenance Agreement" recorded December 20, 1989 as [Book 1705 at page 573](#) of Official Records.
13. An easement for road and utilities and incidental purposes, recorded August 8, 1991 as [Book 1841 at page 969](#) of Official Records.
In Favor of : Jose Q. Yokoi and Vicenta S. Yokoi

Terms and provisions contained in the above document.

The location of the easement cannot be determined from the public record.
14. The terms and provisions contained in the document entitled "Final Order of Condemnation" recorded October 30, 2001 as Series Number [2001-0037888](#) of Official Records.
15. An easement for road and utilities and incidental purposes, recorded July 10, 2003 as Series Number [2003-0038147](#) of Official Records.
In Favor of : Earla S. Pritchett, a widow, and Ailene S. Plass, a widow, as joint tenants

Terms and provisions contained in the above document.
16. An easement for road and utilities and incidental purposes, recorded July 10, 2003 as Series Number [2003-0038149](#) of Official Records.
In Favor of : Earla S. Pritchett, et al

Terms and provisions contained in the above document.
17. The fact that the land lies within the Napa River Watermaster Service Area, as disclosed by an order of the Department of Water Resources of the State of California, a certified copy of which was recorded July 24, 2008 as Series Number [2008-0018850](#) of Official Records.



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18. A deed of trust to secure an original indebtedness of \$650,000.00 recorded January 31, 2022 as Series Number [2022-0001899](#) of Official Records..

Dated : January 17, 2022
 Trustor : Mary Delzompo
 Trustee : Main Street Trust Real Estate Investment Company, Inc., a California Corporation
 Beneficiary : Nan Frazee, an unmarried woman, an undivided 28.4615% interest, Forge Trust Company, CFBO Russell Boyd Quinnell, IRA Account, an undivided 38.4615% interest, Joseph Lightman, a single man, an undivided 11.5385% interest and Dolores M. Gamba, Trustee of the Dolores M. Rodriguez-Gamba Revocable Trust dated March 30, 1998, an undivided 21.5385% interest
 Loan No. : None Shown

NOTE: Said deed of trust Affects the interest of Mary Delzompo Only.

19. A deed of trust to secure an original indebtedness of \$556,000.00 recorded March 20, 2023 as Series Number [2023-0004802](#) of Official Records.

Dated : March 6, 2023
 Trustor : Christy Mary Stewart, as Trustee of the 2020 Christy Mary Stewart Family Trust
 Trustee : Main Street Trust Real Estate Investment Corporation, a California corporation
 Beneficiary : Daniel L. Breit, a married man, his sole & separate property, an undivided 44.9640% interest, Nan Frazee, an unmarried woman, an undivided 22.3022% interest, Allen Jay Snyder, a single man, an undivided 17.9856% interest, Magdalena Metro, Trustee of the Metro Family Living Trust dated June 13, 1996, an undivided 10.2518% interest, and Main Street Real Estate Investment Company Inc., a California Corporation, an undivided 4.4964% interest
 Loan No. : None Shown

NOTE: Said deed of trust Affects the interest of Christy Mary Stewart, as Trustee of the 2020 Christy Mary Stewart Family Trust, Only.

20. Water rights, claims or title to water, whether or not shown by the Public Records.

21. Rights of parties in possession.

22. The terms, covenants and provisions of the trust referred to in the vesting herein and all supplements, amendments or modifications thereto, and the effect of any failure to comply with such terms, covenants and provisions.

-END OF EXCEPTIONS-



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Information Notes:

a. The following taxes are shown for proration purposes only:

First Installment	:	\$2,798.46 Paid
Second Installment	:	\$2,798.46 Paid
Tax Rate Area	:	72001
A. P. No.	:	043-103-022

Affects Tract Three

- 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 of 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. 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

May 23, 2024
Kevin

Dornbush/kt



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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](#)



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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](#)



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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.

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.

EXHIBIT F

**CERTIFICATE OF ACCEPTANCE
GRANT DEED**

(APN 043-103-007, 043-103-021, 043-103-022)

Pursuant to California Government Code section 27281, this is to certify that the interest in real property granted from AILENE M. PRITCHETT, TRUSTEE OF THE AILENE M. PRITCHETT 2020 REVOCABLE TRUST, MARY DELZOMPO, LINDA BARBOSA, THE GUARDIAN OF THE ESTATE OF PHILLIP STEWART, AND CHRISTY MARY STEWART FAMILY TRUST, to the NAPA FLOOD CONTROL AND WATER CONSERVATION DISTRICT (“District”), a special district of the State of California, is hereby accepted by order by the District Board on June 18, 2024, and the District consents to the recordation thereof by its duly authorized officer.

Date: _____

RICHARD THOMASSER
District Manager

APPROVED AS TO FORM:
District Legal Counsel

By: *Shana A. Bagley*
Date: May 23, 2024

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

PURCHASE AND SALE AGREEMENT 240292B (FC)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2024 ("Effective Date"), by and between AILENE M. PRITCHETT, TRUSTEE OF THE AILENE M. PRITCHETT 2020 REVOCABLE TRUST, (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 is the owner of an approximately 8.48 acre parcel of real property located at the terminus of South Jefferson Street, Napa, California, identified as Napa County Assessor's Parcel No. 043-103-020-000, and more particularly described by the legal description that is attached hereto and incorporated herein by this reference as Exhibit A with all rights, privileges, easements, and appurtenances thereto, including, without limitation, all mineral and water rights, the existing red barn, all other permanent improvements, and vineyard infrastructure located thereon at Close of Escrow and owned by GRANTOR (the land together with all other items described in this paragraph are hereinafter collectively referred to as the "Original Property"); and

WHEREAS, on February 2, 2021, the Napa County Flood Control and Water Conservation District Board of Supervisors ("Board") directed staff to pursue grant funding for acquisition of GRANTOR’s property for the purposes of wetland restoration, creation of a new public open space in proximity to the District’s existing South Napa Wetlands Restoration Area, collectively the Napa River Estuary Acquisition Project located in the County of Napa (hereinafter referred to as the "PROJECT"); and

WHEREAS, the GRANTEE has been awarded funds from two separate grants to complete the purchase of GRANTOR’s property: one grant from the CA State Coastal Conservancy (Conservancy) whose funds will be deposited directly into escrow, and the other grant from the CA State Parks Department Land and Water Conservation Fund (LWCF) grant program whose funds will be reimbursed to the GRANTEE after execution of the Purchase and Sale Agreement; and

WHEREAS, in conjunction with 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 fee simple interest in the Original Property less that portion of the Original Property reserved for the benefit of GRANTOR (the "Reserved Parcel") as described on Exhibit A-1 and depicted on Exhibit A-2. The Original Property exclusive of the Reserved Parcel (the "Property") will be conveyed by GRANTOR to GRANTEE by the recordation of the Grant Deed in the form attached hereto as Exhibit B; and

WHEREAS, immediately after the recordation of the Grant Deed, GRANTEE will grant to GRANTOR an access and utility easement (the "Property Easement Agreement") in the form

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

attached hereto as Exhibit C so that GRANTOR and certain other parcels owned by GRANTOR and affiliates will have continued use of and access to the Reserved Parcel; and

WHEREAS, immediately after the recordation of the Property Easement Agreement, the following documents will be recorded: the California State Coastal Conservancy Irrevocable Offer to Dedicate Title attached as Exhibit D, and the California Department of Parks and Recreation Deed Restriction attached as Exhibit E (collectively, the “Deed Restrictions”).

WHEREAS, concurrently with the GRANTEE’s acquisition of the Property, GRANTEE will also acquire the real property comprised of approximately 49.39 acres located adjacent to the Property with Assessor’s Parcel Nos 043-103-007, 043-103-021, and 043-103-022 that is partially owned by GRANTOR (the “Adjacent Parcel”); and

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 this Agreement.

ARTICLE 2
PURCHASE PRICE

2.1. **Purchase Price.** The purchase price (“Purchase Price”) for the Property shall be **ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).**

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.

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

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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 December 13, 2023, from First American Title Company (the “Title Report”), a copy of which is attached hereto as Exhibit F. GRANTEE acknowledges and agrees that all of the exceptions are approved by GRANTEE (the “Approved Exceptions”).

3.1.2 **Execution of Deed.** GRANTOR shall be ready, willing and able to convey title to the Property by executing the Grant Deed in the form of Exhibit B, subject only to the Approved Exceptions.

3.1.3 **Deposit of Deed.** GRANTOR shall have deposited into Escrow (as defined below) the Grant Deed, 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 American Land Title Association Standard Owner Policy of Title Insurance in the amount of the purchase price insuring title to the Property is vested in GRANTEE subject only to the Approved Exceptions, the Property Easement Agreement, and the Deed Restrictions (the “GRANTEE Title Policy”) and the Title Company shall be prepared to issue a California Land Title Association Standard Owner Policy of Title Insurance insuring that the Reserved Parcel is a legal parcel with insured access to Jefferson Street and title to the Reserved Parcel is vested in GRANTOR subject only to exceptions set forth in Preliminary Report 0302950A-PC Updated Report #3 attached as Exhibit G, issued by First American Title Company on May 15, 2024 (the “GRANTOR Title Policy”). The GRANTEE Title Policy and the GRANTOR Title Policy shall be referred to collectively as the “Title Policies.”

3.1.5 **Certificate of Acceptance.** GRANTEE has obtained and shared with GRANTOR a resolution of the District Board authorizing recordation of the Grant Deed, the Deed Restrictions, and Property Easement Agreement and has deposited properly executed Certificates of Acceptance into Escrow.

3.1.6 **No Breach by Grantor.** 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 and elsewhere in this Agreement.

3.1.8 **Continuation of Agricultural Operations.** GRANTOR shall be allowed to continue agricultural operations after the Closing of Escrow through calendar year 2024. GRANTOR shall remove all personal property no later than January 1st, 2025.

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

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3.1.9 **Water Rights.** GRANTEE shall deposit into escrow a duly executed and acknowledged quitclaim deed in a form reasonably acceptable to GRANTOR relinquishing GRANTOR's right to use water from the Reserved Parcel after Closing (the "Quitclaim").

3.1.10 **No Breach by Grantee.** There shall be no material breach of any of GRANTEE's representations, warranties, or covenants set forth in this Agreement.

3.1.11 **Closing of Adjacent Parcel.** All materials and funds necessary to effectuate the transfer of the Adjacent Parcel to GRANTEE shall be in Escrow and Escrow is prepared to close that acquisition.

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.** GRANTEE may 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 pursue any claim available to GRANTOR at law or in equity for damages.

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3.3.2 **Default.** If GRANTEE fails to perform any of its obligations or is otherwise in default under this Agreement, GRANTOR shall have the right to give notice to GRANTEE specifically setting forth the nature of said failure and stating that GRANTEE shall have a period of ten (10) calendar days to cure such failure. If GRANTEE has not cured such failure within such period (or, if such failure is not capable of being cured within ten (10) calendar days and GRANTEE 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), GRANTOR'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.** GRANTOR may terminate this Agreement by notice to GRANTEE and Escrow Agent to that effect and pursue any claim available to GRANTOR at law or in equity for damages.

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. 302950. 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 Grant Deed and Property Easement Agreement, fully executed and suitable for recordation;

(b) If required by the Escrow Agent, a Foreign Investment in Real Property Tax Act 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

(c) 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;

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(b) Executed Certificate of Acceptance for the Grant Deed and the Deed Restrictions; and

(c) The Property Easement Agreement, the Deed Restrictions and the Quitclaim Deed fully executed and suitable for recordation.

(d) 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 forty-fifth(45th) 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” or “Close of Escrow”).

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 Policies, 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 Grant Deed, Property Easement Agreement and Deed Restrictions, in that order, in the Official Records of Napa County.

4.2.3.2 **Deliver Copies of Deeds.** Deliver one (1) certified copy of the Grant Deed, the Deed Restrictions, and Property Easement Agreement to GRANTEE and one to GRANTOR; deliver the original copy of the Quitclaim Deed (do not record) to GRANTOR and a copy to GRANTEE.

4.2.3.3 **Pay to Grantor.** Pay to GRANTOR the funds in Escrow equal to the total Purchase Price, reduced only by GRANTOR’s share of prorations and expenses, as hereinafter set forth in Section 4.2.4 below or elsewhere in this Agreement.

4.2.3.4 **Deliver Title Policy.** Deliver the GRANTEE Title Policy to GRANTEE and the GRANTOR Title Policy to GRANTOR.

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.

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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 for the GRANTEE Title Policy, and any documentary transfer taxes. GRANTOR shall pay the cost of the GRANTOR Title Policy and the commission due under Section 6.15.

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; AS-IS

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.** To the knowledge of GRANTOR, 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.** To the knowledge of GRANTOR, 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.** To the knowledge of GRANTOR, 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 other than Hazardous materials commonly used in vineyard farming activities used in compliance with applicable laws. 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,

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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.** To the knowledge of GRANTOR, 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 to the extent GRANTOR is permitted to continue agricultural obligations under Section 3.1.8.

5.1.6 **Grantor Not a Foreign Person.** GRANTOR is not a foreign person within the meaning of Internal Revenue Code section 1445, 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 Grant Deed and Property Easement Agreement are recorded and the purchase price is paid to GRANTOR, except to the extent GRANTOR is permitted to continue agricultural obligations under Section 3.1.8.

5.2. **Grantee's Representations and Warranties.** GRANTEE represents and warrants to GRANTOR 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:

5.2.1 **Authority to Sign.** GRANTEE and the signatories for GRANTEE represent and warrant that GRANTEE'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 GRANTEE. 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;

5.2.2 **No Violation of Agreement or Laws; Litigation.** Neither the execution, delivery or performance of this Agreement by GRANTEE 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 GRANTEE is bound nor will it violate any federal, state, or local laws or ordinances. GRANTEE has no knowledge of any pending or threatened litigation, actions, applications, orders, protests, proceedings, or complaints that would interfere with GRANTEE's ability to implement this Agreement

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5.2.3 Acceptance of Property “As Is.” GRANTEE represents and warrants that prior to Close of Escrow it will have had full opportunity to inspect and investigate every aspect of the Property, including all matters related to legal status or requirements, physical condition, zoning, environmental condition, title, leasing, contracts, and all other matters of significance. GRANTEE specifically acknowledges and agrees that the Property is being sold in an “AS IS” condition and “WITH ALL FAULTS” as of the date of the Close of Escrow. Except as expressly set forth in this Agreement, no statements, representations or warranties have been made or are made and no responsibility has been or is assumed by GRANTOR, or by any partner, officer, employee, member, manager, person, firm, agent, or representative acting or purporting to act on behalf of GRANTOR, as to any matters concerning, or that might in any manner affect, the Property, including the condition or repair of the Property or the value, expense of operation, or income potential thereof, and GRANTEE is not relying upon any such statement, representation or warranty. Further, to the extent that GRANTOR has provided to GRANTEE information or reports regarding any inspection, engineering, environmental or other matters regarding any aspect of the Property, GRANTOR makes no representations or warranties with respect to the accuracy, completeness, methodology of preparation or otherwise concerning the contents of such reports. GRANTEE acknowledges that GRANTOR has requested GRANTEE to inspect fully the Property and investigate all matters relevant thereto and to rely solely upon the results of GRANTEE’s own inspections or other information obtained or otherwise available to GRANTEE, rather than any information that may have been provided by GRANTOR to GRANTEE. GRANTEE’s acceptance of the grant deed for the Property shall constitute its irrevocable declaration that it has fully inspected the Property, or has been given a reasonable opportunity to do so, and that it is fully satisfied with every aspect of the condition of the Property. Without limiting the above and subject to the foregoing, and except as specifically set forth in Section 5.1 of this Agreement, GRANTEE on behalf of itself and its successors and assigns, waives and releases GRANTOR and its successors and assigns from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs, or expenses whatsoever (including attorneys’ fees and defense costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to the physical condition of the Property or any law or regulation applicable thereto, including the presence or alleged presence of harmful, toxic or hazardous substances in, on, under or about the Property, including any claims under or on account of (i) Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time (“CERCLA”), and any regulations promulgated thereunder, (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with, or otherwise in any manner relates to, environmental matters of any kind, or (iii) the common law (collectively, “Claims”). GRANTEE, on behalf of itself and its partners, members, managers, directors, officers, shareholders, trustees, beneficiaries, agents, employees, representatives, successors, and assigns hereby releases, GRANTOR and its related entities, and its and their members, managers, partners, directors, officers, shareholders, trustees, agents, employees, representatives, successors, heirs, and assigns, from any and all Claims of any kind whatsoever, and except as specifically set forth in Sections 5.1 of this Agreement, known or unknown, with respect to any of the foregoing matters and specifically waives with respect to the foregoing matters the provisions of California Civil Code section 1542 regarding the matters covered by a general release, which provides as follows:

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“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

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.

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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. Courtesy copies of all notices shall also be sent to the parties by email to the addresses set forth below. 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
email: Richard.thomasser@countyofnapa.org

GRANTOR: Ailene M. Pritchett, Trustee of the Ailene M. Pritchett 2020 Revocable Trust
2195 Golden Gate Drive
Napa, CA 94558

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email: ailene@oreocows.net, paul@oreocows.net,
portofinoreal@gmail.com, jeanne@meyerwinelaw.com

6.15. **Real Estate Commissions.** Neither GRANTOR or GRANTEE has had any contact or dealings regarding the Property through any licensed real estate broker or other persons who can claim a right to a commission or finder's fee in connection with this transaction, except for Portofino Realty Advisors and Preferred Properties (the "Brokers") representing GRANTOR ONLY. The parties agree that GRANTOR, upon the Close of Escrow, shall pay a commission to the Brokers in an amount equal to four percent (4%) of the Purchase Price to be divided 50%-50% between Brokers. In the event that any other party claims a commission or finder's fee in this transaction, the party through whom the party makes its claim shall be responsible for said commission or fee and shall indemnify the other against all costs and expenses (including reasonable attorneys' fees) incurred in defending against the same. This indemnification obligation shall survive the Close of Escrow or termination of this Agreement.

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.

6.20 **Exchange Transaction.** If GRANTOR desires to accomplish an exchange pursuant to Internal Revenue Code section 1031 (including a reverse exchange), GRANTEE agrees upon the request of GRANTOR to cooperate in closing all or part of this transaction as an exchange, provided that: (a) GRANTEE will incur no additional expense or liability in connection with one party's efforts to accomplish a tax-deferred exchange and will not be required to hold title to any property other than the Property; (b) GRANTOR will indemnify, protect, defend and hold GRANTEE harmless from any claims, demands, causes of action, judgments, expenses, costs and attorneys' fees which result from GRANTOR's efforts to achieve a tax-deferred exchange, which obligation will survive the Close of Escrow or termination of this Agreement; and (c) the Close of Escrow is not materially delayed by the exchange.

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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: _____
SCOTT SEDGLEY, Chair

GRANTOR:

AILENE M. PRITCHETT, Trustee of the Ailene M. Pritchett 2020 Revocable Trust

DocuSigned by:

B61CF5E8314243F...
By: _____
AILENE M. PRITCHETT, Trustee of the Ailene M. Pritchett 2020 Revocable Trust

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy District Counsel</p> <p>Date: <u>May 23, 2024</u> <u>[Doc No 109618.2]</u></p>	<p>APPROVED BY THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____</p> <p>Processed By: _____ Deputy Clerk of the District</p>	<p>ATTEST: NEHA HOSKINS Clerk of the District</p> <p>By: _____</p>
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GRANTOR: Pritchett
 Project Name: Napa River Estuary Acquisition Project

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EXHIBIT A

Legal Description

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

PARCEL ONE:

Commencing at the point of intersection of the Northerly line of the 279.50 acre tract of land as described in the Deed to Charles E. Stewart recorded June 13, 1941 in [Book 163 of Official Records at page 394](#), Napa County Records, with the Easterly line of the 10.935 acre tract as described in the Deed to the State of California, recorded August 24, 1979 in [Book 1137 of Official Records at page 289](#), Napa County Records. Thence from said point of commencement and running along the Easterly line of said 10.935 acre tract the following courses and distances; thence from a tangent that bears South 04° 12' 41" West along a curve to the right with a radius of 13,000.00 feet, through a central angle of 01° 16' 29", an arc length of 289.24 feet; thence South 05° 29' 10" West 418.78 feet; thence along a tangent curve to the left with a radius of 2,500.00 feet through an angle of 12° 19' 12" an arc length of 537.56 feet; thence South 06° 50' 02" East 437.78 feet; thence along a tangent curve to the right with a radius of 1,500.00 feet, through an angle of 08° 07' 08", an arc length of 212.55 feet to the Southerly line of said 279.50 acre tract to Stewart; thence leaving the Easterly line of said 10.935 acre tract and running along said Southerly line of said 279.50 acre tract South 68° 47' 24" East to the intersection with the Westerly line of the 100 foot strip of land as described in the Deed to the San Francisco and Napa Railroad Company, recorded September 22, 1905 in [Book 81 of Deeds at Page 384](#), Napa County Records. Thence North 06° 08' West along the Westerly line of said 100 foot strip 2,000 feet more or less to the intersection of the Northerly line of said 279.50 acre tract to Stewart; thence North 89° 50' 23" West along said Northern line of the 279.50 acre tract to the point of commencement.

EXCEPTING THEREFROM:

Description of a portion of Parcel 8 as described in the Superior Court of California, County of Napa, Number 20191, Estate of Charles Earl Stewart, deceased, as recorded on November 12, 1987 in [Book 1549 of Official Records at pages 223-237](#) of Napa County, California, and being more particularly described as follows:

Commencing at the Northeast corner of said Parcel 8, same corner being on the East right of way line of State Route 29; thence leaving said right of way line and along the North line of Parcel 8, S 89° 50' 45" E - 36.92 feet to the most Northerly Northeast corner of the herein described Levee Easement (NC 109-2), same corner being the Point of Beginning for the herein described Fee Parcel; thence continuing along said North line, S 89° 50' 45" E - 33.27 feet for the common corner with the Fee Parcel (Parcel 1 - NC 108-1) as here in described; thence leaving the North line of said Parcel 8 and along the common line between said Fee Parcel(s), S 05° 01' 25" E - 87.71 feet to the common corner between the Levee Easements (Parcel 2 - NC 108-2) and (Parcel 2 - NC 109-2), and the Fee Parcel (Parcel 1 - NC 108-1); thence leaving the aforesaid common line and crossing through said Parcel 8, and along the East line of said Levee Easement (NC-109-2) for the following three (3) courses: S 77° 47' 19" W - 51.62 feet, N 05° 30' 47" E - 90.04 feet, and N 05° 31' 39" E - 8.80 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM:

A portion of the Lands of Ailene M. Pritchett Trustee of the Ailene M. Pritchett 2020 Revocable Trust as described in a Grant Deed Recorded on August 07, 2020 as Document Number [2020-0019355](#), Napa County Records, State of California described as follows.

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

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Commencing at the northwest corner of said Lands of Pritchett Trustee on a curve on the eastern line of California Highway 121 & 29 and the western line of said Lands of Pritchett Trustee, said curve being concave to the west, having a radius of 12,999.62 feet, and to which corner a radial line bears of South 85° 47' 54" East; thence southerly along said curve 289.22 feet through a central angle of 1° 16' 29"; thence South 5° 28' 35" West 418.77 feet to the beginning of a curve concave to the east having a radius of 2,499.93 feet; thence 537.55 feet along said curve through a central angle of 12° 19' 12"; thence South 6° 50' 37" East 114.81 feet to the **Point of Beginning**; thence leaving said west line North 83° 09' 23" East 87.00 feet; thence South 6° 50' 37" East 142.00 feet; thence South 83° 09' 23" West 87.00 feet to said west line; thence along said west line North 6° 50' 37" West 142.00 feet to the **Point of Beginning**.

Basis of Bearing being the bearing between found Caltrans Monuments shown on the map Record of Survey Map No. 5580, filed August 11, 2004 in [Book 36 of Record of Surveys at Page 43-46](#), Napa County Records, as South 5° 28' 48" West and measured as South 5° 28' 35" West. As shown in that Certain Grant Deed to Ailene M. Pritchett recorded June ____, 2024 as Series Number 2024-_____, of Official Records of Napa County.

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PARCEL TWO:

An Easement for road and utility purposes over, under, along and across that parcel of land described as Parcel 2 in the Deed to the State of California recorded February 14, 1979, in [Book 1114, page 653](#), Official Records of Napa County.

Excepting from said Easement that portion of the following described Parcel:

Commencing at the Northerly terminus of the course described in said Parcel 2 with a length of 50.36 feet; thence along said course S 6° 13' 57" E., 50.36 feet to the course described in said Parcel 2 with a length of 1649.22 feet; thence along last said course N. 89° 24' 27" W., 67.48 feet; thence No. 6° 13' 57" W., 50.36 feet to the course described in said Parcel 2 with a length of 1749.59 feet; thence along said course S. 89° 24' 47" E. 67.48 feet to the point of commencement.

GRANTOR: Pritchett
 Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

EXHIBIT A-1

Legal Description of Reserved Parcel

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

PARCEL ONE:

A portion of the Lands of Ailene M. Pritchett Trustee of the Ailene M. Pritchett 2020 Revocable Trust as described in a Grant Deed Recorded on August 07, 2020 as Document Number [2020-0019355](#), Napa County Records, State of California described as follows.

Commencing at the northwest corner of said Lands of Pritchett Trustee on a curve on the eastern line of California Highway 121 & 29 and the western line of said Lands of Pritchett Trustee, said curve being concave to the west, having a radius of 12,999.62 feet, and to which corner a radial line bears of South 85° 47' 54" East; thence southerly along said curve 289.22 feet through a central angle of 1° 16' 29"; thence South 5° 28' 35" West 418.77 feet to the beginning of a curve concave to the east having a radius of 2,499.93 feet; thence 537.55 feet along said curve through a central angle of 12° 19' 12"; thence South 6° 50' 37" East 114.81 feet to the **Point of Beginning**; thence leaving said west line North 83° 09' 23" East 87.00 feet; thence South 6° 50' 37" East 142.00 feet; thence South 83° 09' 23" West 87.00 feet to said west line; thence along said west line North 6° 50' 37" West 142.00 feet to the **Point of Beginning**.

Basis of Bearing being the bearing between found Caltrans Monuments shown on the map Record of Survey Map No. 5580, filed August 11, 2004 in [Book 36 of Record of Surveys at Page 43-46](#), Napa County Records, as South 5° 28' 48" West and measured as South 5° 28' 35" West. As shown in that Certain Grant Deed to Ailene M. Pritchett recorded June ____, 2024 as Series Number 2024-_____, of Official Records of Napa County.

PTN APN: 043-103-020

PARCEL TWO:

A strip easement across the Lands of Ailene M. Pritchett Trustee of the Ailene M. Pritchett 2020 Revocable Trust as described in a Grant Deed Recorded on August 07, 2020 ad Document Number [2020-0019355](#), Napa County Records, State of California, being 35.00 feet in width adjacent to and lying easterly of the west line of said Lands of Pritchett Trustee described as follows as shown in that certain Property Easement Agreement recorded June ____, 2024 as Series Number 2024-_____, of Official Records of Napa County, further described below:

Beginning at the northwest corner of said Lands of Pritchett Trustee on a curve on the eastern line of California Highway 121 & 29 and the western line of said Lands of Pritchett Trustee, said curve being concave to the west, having a radius of 12,999.62 feet, and to which corner a radial line bears of South 85° 47' 54" East; thence southerly along said curve 289.22 feet through a central angle of 1° 16' 29"; thence South 5° 28' 35" West 418.77 feet to the beginning of a curve concave to the east having a radius of 2,499.93 feet; thence 537.55 feet along said curve through a central angle of 12° 19' 12"; thence South 6° 50' 37" East 114.81 feet to the Point of Terminus.

Basis of Bearing being the bearing between found Caltrans Monuments shown on the map Record of Survey Map No. 5580, filed August 11, 2004 in [Book 36 of Record of Surveys at Page 43-46](#), Napa County Records, as South 5° 28' 48" West and measured as South 5° 28' 35" West.

PARCEL THREE:

EXHIBIT A-1 TO PURCHASE AND SALE AGREEMENT

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

A Private Utility Area easement as shown in that certain Property Easement Agreement recorded June , 2024 as Series Number 2024-_____, of Official Records of Napa County, further described below:

Commencing at the northwest corner of said Lands of Pritchett Trustee on a curve on the eastern line of California Highway 121 & 29 and the western line of said Lands of Pritchett Trustee, said curve being concave to the west, having a radius of 12,999.62 feet, and to which corner a radial line bears of South 85° 47' 54" East; thence southerly along said curve 289.22 feet through a central angle of 1° 16' 29"; thence South 5° 28' 35" West 418.77 feet to the beginning of a curve concave to the east having a radius of 2,499.93 feet; thence 537.55 feet along said curve through a central angle of 12° 19' 12"; thence South 6° 50' 37" East 256.81 feet to Point of Beginning; thence leaving said west line North 83°09' 23" East 30.00 feet; thence South 6° 50' 37" East 53.00 feet; thence South 83° 09' 23" West 30.00 feet to said west line; thence along said west line North 6° 50' 37" West 53.00 feet to the Point of Beginning.

Basis of Bearing being the bearing between found Caltrans Monuments shown on the map Record of Survey Map No. 5580, filed August 11, 2004 in [Book 39 of Record of Surveys at Page 43-46](#), Napa County Records, as South 5° 28' 48" West and measured as South 5° 28' 35" West.

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

EXHIBIT A-2
Depiction of Reserved Parcel

STATE OF CALIFORNIA HIGHWAY 121 & 29

P.O.C. EASEMENT 2003-0038150
S85°47'54"E (R)

R=12999.62'
L=289.22'
Δ-1°16'29"

55°28'35"W
418.77'

R=2499.93'
L=537.55'
Δ-12°19'12"

S6°50'37"E
114.81'

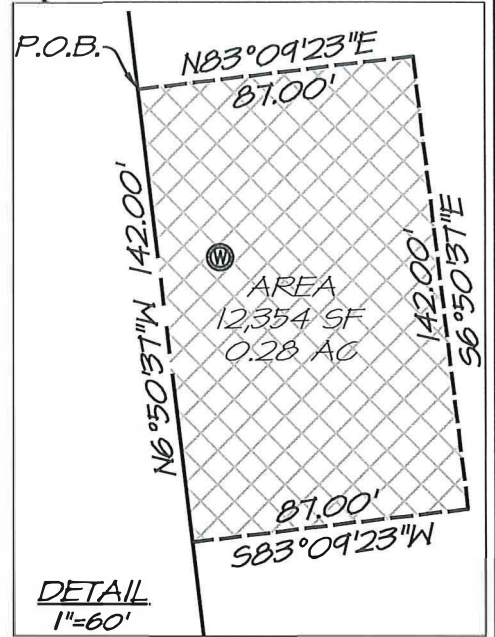
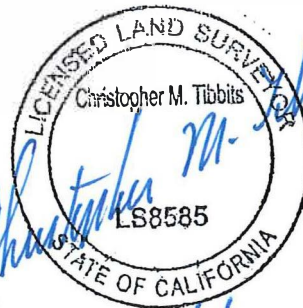
P.O.B.

SEE
DETAIL

LANDS OF
PRITCHETT TRUSTEE
APN 043-103-020
2020-0019355

LANDS OF
PRITCHETT TRUSTEE
APN 043-103-021
2020-0019352

LANDS OF
STEWART TRUSTEE
APN 043-103-022
2021-0009193



1"=200'

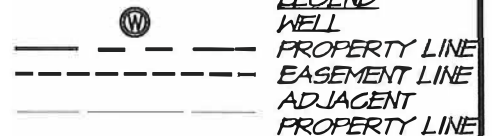


EXHIBIT A-2

RSA+	1515 FOURTH STREET NAPA, CALIF. 94559 OFFICE 707 252.3301 + www.RSAcivil.com +
	<small>RSA+ CONSULTING CIVIL ENGINEERS + SURVEYORS +</small>

08-15-2023

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

BASIS OF BEARING: BEARING BETWEEN FOUND CALTRANS MONUMENTS SHOWN ON THE MAP RECORD OF SURVEY, FILED AUGUST 11, 2004 IN BOOK 36 OF RECORD OF SURVEYS AT PAGE 43-44, NAPA COUNTY RECORDS, AS SOUTH 5° 28' 48" WEST & MEASURED AS SOUTH 5° 28' 35" WEST. 043-103-020 C-2

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

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)

GRANT DEED

For valuable consideration, Ailene M. Pritchett, Trustee of the Ailene M. Pritchett 2020 Revocable Trust, hereby grants to Napa County Flood Control and Water Conservation District, all that certain real property located in Napa, County, State of California, more particularly described on Exhibit A excepting the portion described in Exhibit A-1, 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 _____, 2024.

GRANTOR:

By: _____
Ailene M. Pritchett, Trustee of the Ailene M.
Pritchett 2020 Revocable Trust

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

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 _____

GRANTOR: Pritchett
 Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

EXHIBIT C

Property Easement Agreement

WHEN RECORDED MAIL TO:

APN's 043-103-020-000, 043-190-013-000, 043-190-022-000, 043-103-015-000, 043-190-010-000, 043-190-021-000

PROPERTY EASEMENT AGREEMENT

This Property Easement Agreement (the "Agreement") is entered into as of _____, 2023 between **NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, A SPECIAL DISTRICT OF THE STATE OF CALIFORNIA** ("Grantor"), and **AILENE M. PRITCHETT, TRUSTEE OF THE AILENE M. PRITCHETT 2020 REVOCABLE TRUST** ("Grantee"). Each of Grantor and Grantee shall be referred to individually as a "Party" or collectively as the "Parties".

Recitals

- A. Grantor is the owner of the real property located in Napa County, California, referred to as a portion of Napa County Assessor Parcel Number 043-103-020-000 (the "Grantor Parcel"). The legal description of the Grantor parcel is referenced above as Exhibit A-1 and A-2.
- B. Grantee is the owner of the real property located in Napa County, California, referred to as a portion of Napa County Assessor Parcel Number 043-103-020-000 and also owns interests in Assessor Parcel Numbers 043-190-013-000, 043-190-022-000, 043-103-015-000, 043-190-010-000, 043-190-021-000 (collectively, the "Grantee Parcels").
- C. A groundwater well (the "Well") is located on one of the Grantee Parcels along with associated water pipelines, well hookups, pumps and related systems and facilities that divert water from the Well and deliver it to the Grantee Parcels (together with the Well, the "Water System"). The Grantee Parcel upon which the Well is located is depicted on Exhibit C-2 attached hereto (the "Well Parcel").
- D. Grantor wishes to grant to Grantee an easement over, under and across the portion of Grantor Parcel described on Exhibit C-3 and depicted on Exhibit C-4 (the "Access Easement") so that Grantee can access, operate, maintain, repair, install, construct and replace the Water System, on the terms and conditions set forth below.
- E. Grantor additionally wishes to grant to Grantee an easement over the portion of Grantor Parcel described on Exhibit C-5 and depicted on Exhibit C-6 (the "Utility Easement") so that Grantee has all required utility connections so that Grantee can operate, maintain, repair, install, construct and replace the Water System, on the terms and conditions set forth below.

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth below, and for valuable consideration, the receipt of which each of the parties acknowledge, the parties agree as follows:

1. Grant of Access Easement. Grantor grants to Grantee and Grantee's Permitted Users (as defined below) a non-exclusive easement for ingress and egress appurtenant to the Grantee Parcels over the Access Easement and the Utility Easement so that Grantee can access, operate, maintain, repair, install, construct and replace the Water System and the utilities serving the Water System.

2. Grant of Utility Easement. Grantor grants to Grantee and Grantee's Permitted Users a non-exclusive easement for utilities appurtenant to the Grantee Parcels over, under and across the Utility Easement so that Grantee can provide utilities to and operate, maintain, repair, install, construct and replace the Water System.

3. License. Grantor hereby grants to Grantee a license for access to and use of any portion of the land adjoining the Access Easement, Utility Easement and Well Parcel whenever and as necessary for Grantee to be able to access, operate, maintain, repair, install, construct and replace the Water System and the utilities serving the Water System; provided, however, that this license to use the land adjoining the Access Easement, Utility Easement and Well Parcel shall only be granted and exercised for the minimum period of time and to the minimum extent necessary for such activities.

4. Maintenance of Access Easement and Utility Easement. Grantor shall, subject to the provisions of this Section 4, at its sole cost and expense, maintain the surface of the Access Easement and Utility Easement in good and safe repair. Grantee shall, subject to the provisions of this Section 4, at its sole cost and expense, maintain the Well Parcel, the Water System and the utilities servicing the Water System. If either Party intends to perform work on their respective parcels that may interfere with the other Party, such Party will notify the other Party at least 10 days in advance, except in case of an emergency when notice is not required. In the event that any costs and expenses are incurred in connection with the repair, maintenance and replacement of the any portion of the Grantee Parcel or the Grantor Parcel as a consequence of the negligence or willful misconduct of a Party or such Party's employees, agents, invitees, contractors, lessees, licensees and other occupants (collectively, "Permitted Users"), such costs and expenses shall be payable exclusively by such Party.

5. Indemnification. Each Party shall indemnify, protect, defend and hold harmless the other from and against any and all suits, demands, claims, causes of action, losses, damages, injuries, costs, liabilities or expenses, including investigation costs and attorneys', consultants' and expert witness fees (collectively or individually a "Claim") that arise or result from or in connection with the rights and obligations of this Agreement and are caused by (a) the negligent or willful acts or omissions of the indemnifying Party or any of its partners, officers, directors, shareholders, managers, members, employees, agents, contractors, and anyone for whose acts it is responsible, or (b) the indemnifying Party's failure to comply with its obligations under this Agreement. Each Party shall notify the other of any existing Claim, and upon such notification, the indemnifying Party shall, at its own expense, defend that Claim on behalf of the other Party

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

and with counsel satisfactory to the other Party. The Party being indemnified and defended shall cooperate fully in the defense of the Claim and shall provide access to all information, documents and witnesses pursuant to the Claim that are under its control. These indemnification provisions shall be enforceable to the fullest extent permitted by law and shall survive termination of this Agreement.

6. Successors and Assigns. The Parties intend with this Agreement to create covenants running with the land pursuant to California Civil Code Section 1468. The Grantor Parcels shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved, subject to the terms, covenants, conditions, and restrictions contained in this Agreement. The terms, covenants, conditions and restrictions contained in this Agreement shall be enforceable as running covenants and as equitable servitudes in any manner provided by law or in equity. This Agreement will be binding upon each Party's assigns, successors, lessees, and purchasers.

7. Miscellaneous.

a. Notices. All notices and any other communications required or permitted under this Agreement shall be in writing and shall be delivered in person, email to a designated person with delivery receipt confirmed, or by mail.

b. Time. Time is of the essence for the performance of all obligations under this Agreement.

c. Covenant of Further Assurances. The Parties shall execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Agreement.

d. Attorneys' Fees. In the event of any controversy, claim or action, whether based on contract, tort or other cause of action, being filed between the Parties respecting or in any way relating to this Agreement, the prevailing Party shall be entitled, in addition to all expenses, fees, consultant and expert witness fees, costs or damages, to reasonable attorneys' fees, whether or not such controversy was litigated or prosecuted to judgment, including without limitation, all fees, costs and expenses incurred in connection with any proceedings under the United States Bankruptcy Code involving any Party to this Agreement. Any attorneys' fees and other costs and expenses incurred by either Party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged in any such judgment.

e. Partial Invalidity. If any term, covenant or condition of this Agreement or its application to any persons or circumstances shall be held to be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to other persons or circumstances shall not be effected, and each term hereof shall be valid and enforceable to the fullest extent permitted by law.

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

f. Governing Law. This Agreement is entered into and shall be governed by and construed in accordance with the laws of the State of California.

g. Entire Agreement. This document represents the entire and only agreement between the Parties respecting the subject matter of this Agreement and supersedes all other prior and contemporaneous agreements, whether oral or written, express or implied. This Agreement may not be amended or modified except by a writing signed by the Party against whom enforcement is sought.

h. Compliance with Laws. Each Party shall comply with all applicable laws, rules, regulations, orders, consents and permits in the performance of all their obligations under this Agreement.

i. Authority. Each of the individuals executing this Agreement on behalf of a Party individually represents and warrants that he or she has been authorized to do so and has the power to bind the Party for whom they are signing.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

GRANTOR: TO BE GIVEN

GRANTEE: TO BE GIVEN

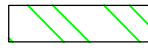
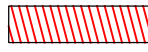

By:
Name:
Its:

By:
Name:
Its:

121 & 29

STATE OF CALIFORNIA HIGHWAY

STATE OF CALIFORNIA HIGHWAY

-  ACCESS EASEMENT 47,537 SF / 1.09 AC
-  PRIVATE UTILITY EASEMENT 1,590 SF / 0.04 AC
-  FEE AREA 12,354 SF / 0.28 AC

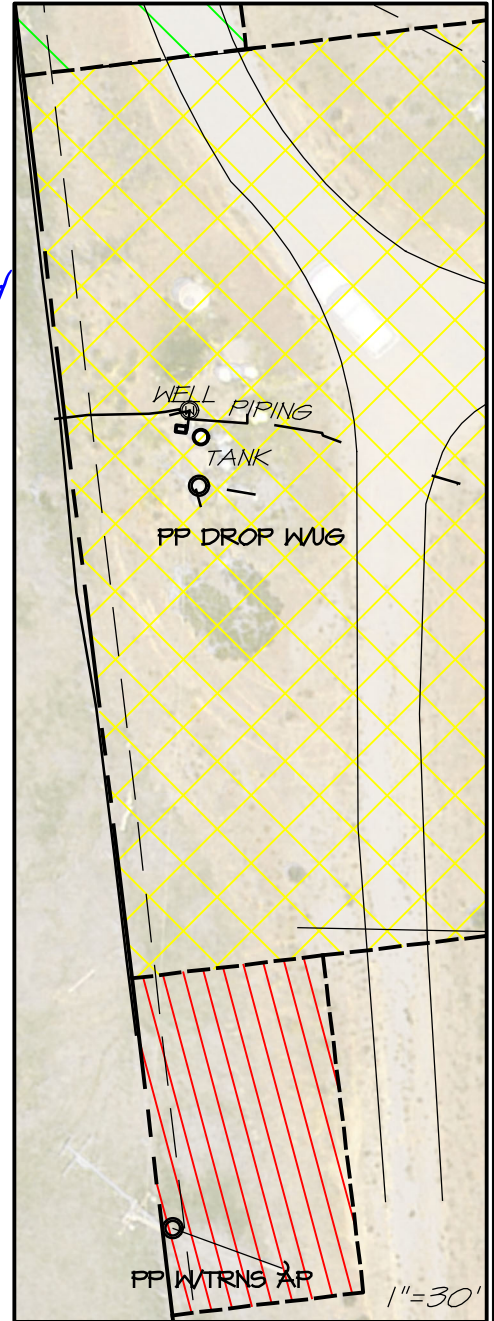





LANDS OF PRITCHETT TRUSTEE APN 043-103-020

LANDS OF PRITCHETT TRUSTEE APN 043-103-021

LANDS OF STEWART TRUSTEE APN 043-103-022

SEE DETAIL



- LEGEND**
-  PROPERTY LINE
 -  EASEMENT LINE
 -  ADJACENT PROPERTY LINE

EASEMENT MAP



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01-25-2024

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

STATE OF CALIFORNIA HIGHWAY 121 & 29

P.O.C.
 $S85^{\circ}47'54''E (R)$
 $R=12999.62'$
 $L=289.22'$
 $\Delta - 1^{\circ}16'29''$

EASEMENT 2003-0038150

$S5^{\circ}28'35''W$
 $418.77'$

$R=2499.93'$
 $L=537.55'$
 $\Delta - 12^{\circ}19'12''$

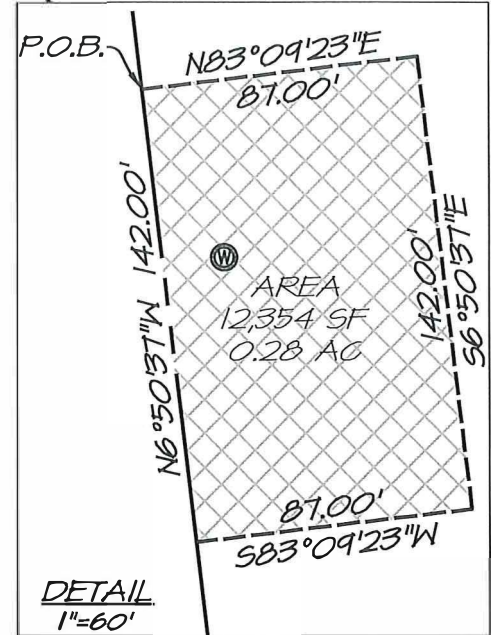
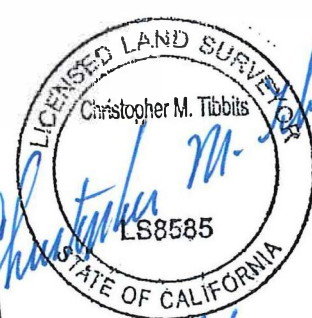
LANDS OF PRITCHETT TRUSTEE
 APN 043-103-020
 2020-0019355

LANDS OF PRITCHETT TRUSTEE
 APN 043-103-021
 2020-0019352

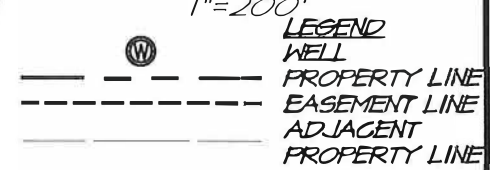
LANDS OF STEWART TRUSTEE
 APN 043-103-022
 2021-0009193

$S6^{\circ}50'37''E$
 $114.81'$
 P.O.B.

SEE
 DETAIL



1"=200'



WELL PARCEL EXHIBIT C-2

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BASIS OF BEARING: BEARING BETWEEN FOUND CALTRANS MONUMENTS SHOWN ON THE MAP RECORD OF SURVEY, FILED AUGUST 11, 2004 IN BOOK 36 OF RECORD OF SURVEYS AT PAGE 43-44, NAPA COUNTY RECORDS, AS SOUTH 5° 28' 48" WEST & MEASURED AS SOUTH 5° 28' 35" WEST. 043-103-020 C-2

08-15-2023

5406
043-103-020 B-1
08-15-2023

ACCESS EASEMENT
Exhibit C-3

A strip easement across of the Lands of Ailene M. Pritchett Trustee of the Ailene M. Pritchett 2020 Revocable Trust as described in a Grant Deed Recorded on August 07, 2020 as Document Number 2020-0019355, Napa County Records, State of California, being 35.00 feet in width adjacent to and lying easterly of the west line of said Lands of Pritchett Trustee described as follows:

Beginning at the northwest corner of said Lands of Pritchett Trustee on a curve on the eastern line of California Highway 121 & 29 and the western line of said Lands of Pritchett Trustee, said curve being concave to the west, having a radius of 12,999.62 feet, and to which corner a radial line bears of South 85° 47' 54" East; thence southerly along said curve 289.22 feet through a central angle of 1° 16' 29"; thence South 5° 28' 35" West 418.77 feet to the beginning of a curve concave to the east having a radius of 2,499.93 feet; thence 537.55 feet along said curve through a central angle of 12° 19' 12"; thence South 6° 50' 37" East 114.81 feet to the **Point of Terminus**.

Basis of Bearing being the bearing between found Caltrans Monuments shown on the map Record of Survey Map No. 5580, filed August 11, 2004 in Book 36 of Record of Surveys at Page 43-44, Napa County Records, as South 5° 28' 48" West and measured as South 5° 28' 35" West.

End Description

Area 47,537 SF
1.09 AC



STATE OF CALIFORNIA HIGHWAY 121 & 29

P.O.B. EASEMENT 2003-0038150
S85°47'54"E (R)

R=12999.62'
L=289.22'
Δ-1°16'29"

55°28'35"W 418.77'

35.00'

R=2499.93'
L=537.55'
Δ-12°19'12"

AREA
47,537 SF
1.09 AC

S6°50'37"E
114.81'

P.O.T.

LANDS OF
PRITCHETT TRUSTEE
APN 043-103-020
2020-0019355

LANDS OF
PRITCHETT TRUSTEE
APN 043-103-021
2020-0019352

LANDS OF
STEWART TRUSTEE
APN 043-103-022
2021-0009193



1"=200'

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

ACCESS EASEMENT EXHIBIT C-4

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08-15-2023

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043-103-020 B-2

5406
043-103-020 B-1
08-15-2023

End North: 1859346.7553' East: 6478204.8869'

Segment #1 : Curve

Length: 289.22' Radius: 12999.62'
Delta: 1°16'29" Tangent: 144.61'
Chord: 289.21' Course: S4°50'21"W
Course In: N85°47'54"W Course Out: S84°31'25"E
RP North: 1860299.2012' East: 6465240.2054'
End North: 1859058.5753' East: 6478180.4901'

Segment #9 : Curve

Length: 292.47' Radius: 13034.62'
Delta: 1°17'08" Tangent: 146.24'
Chord: 292.47' Course: N4°50'01"E
Course In: N84°31'25"W Course Out: S85°48'33"E
RP North: 1860299.2012' East: 6465240.2054'
End North: 1859346.6489' East: 6478239.9732'

Segment #2 : Line

Course: S5°28'35"W Length: 418.77'
North: 1858641.7167' East: 6478140.5245'

Segment #10 : Line

Course: N89°50'58"W Length: 35.09'
North: 1859346.7411' East: 6478204.8833'

Segment #3 : Curve

Length: 537.55' Radius: 2499.93'
Delta: 12°19'12" Tangent: 269.81'
Chord: 536.51' Course: S0°41'01"E
Course In: S84°31'25"E Course Out: S83°09'23"W
RP North: 1858403.1345' East: 6480629.0439'
End North: 1858105.2435' East: 6478146.9256'

Perimeter: 2786.50' Area: 47537.17 Sq. Ft.
Error Closure: 0.0147 Course: S14°15'19"W
Error North: -0.01420 East: -0.00361
Precision 1: 189558.50

Segment #4 : Line

Course: S6°50'37"E Length: 114.81'
North: 1857991.2515' East: 6478160.6064'

Segment #5 : Line

Course: N83°09'23"E Length: 35.00'
North: 1857995.4221' East: 6478195.3570'

Segment #6 : Line

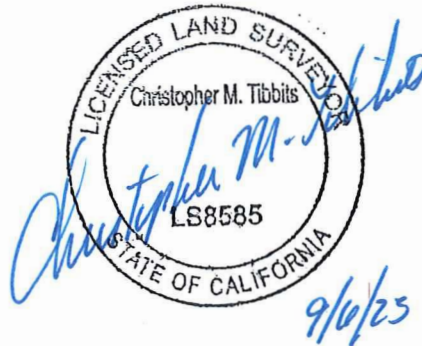
Course: N6°50'37"W Length: 114.81'
North: 1858109.4141' East: 6478181.6763'

Segment #7 : Curve

Length: 530.02' Radius: 2464.93'
Delta: 12°19'12" Tangent: 266.04'
Chord: 529.00' Course: N0°41'01"W
Course In: N83°09'23"E Course Out:
N84°31'25"W
RP North: 1858403.1345' East: 6480629.0439'
End North: 1858638.3765' East: 6478175.3648'

Segment #8 : Line

Course: N5°28'35"E Length: 418.77'
North: 1859055.2350' East: 6478215.3303'



5406
043-103-020 D-1
08-15-2023

PRIVATE UTILITY AREA
Exhibit C-5

An easement over a portion of the Lands of Ailene M. Pritchett Trustee of the Ailene M. Pritchett 2020 Revocable Trust as described in a Grant Deed Recorded on August 07, 2020 as Document Number 2020-0019355, Napa County Records, State of California described as follows.

Commencing at the northwest corner of said Lands of Pritchett Trustee on a curve on the eastern line of California Highway 121 & 29 and the western line of said Lands of Pritchett Trustee, said curve being concave to the west, having a radius of 12,999.62 feet, and to which corner a radial line bears of South 85° 47' 54" East; thence southerly along said curve 289.22 feet through a central angle of 1° 16' 29"; thence South 5° 28' 35" West 418.77 feet to the beginning of a curve concave to the east having a radius of 2,499.93 feet; thence 537.55 feet along said curve through a central angle of 12° 19' 12"; thence South 6° 50' 37" East 256.81 feet to the **Point of Beginning**; thence leaving said west line North 83° 09' 23" East 30.00 feet; thence South 6° 50' 37" East 53.00 feet; thence South 83° 09' 23" West 30.00 feet to said west line; thence along said west line North 6° 50' 37" West 53.00 feet to the **Point of Beginning**.

Basis of Bearing being the bearing between found Caltrans Monuments shown on the map Record of Survey Map No. 5580, filed August 11, 2004 in Book 36 of Record of Surveys at Page 43-44, Napa County Records, as South 5° 28' 48" West and measured as South 5° 28' 35" West.

End Description

Area: 1,590 Sq. Ft.
0.04 Acres



STATE OF CALIFORNIA HIGHWAY 121 & 29

P.O.C. EASEMENT 2003-0038150
S85°47'54"E (R)

R=12999.62'
L=289.22'
Δ-1°16'29"

S5°28'35"W
418.77'

LANDS OF PRITCHETT TRUSTEE
APN 043-103-020
2020-0019355

LANDS OF PRITCHETT TRUSTEE
APN 043-103-021
2020-0019352

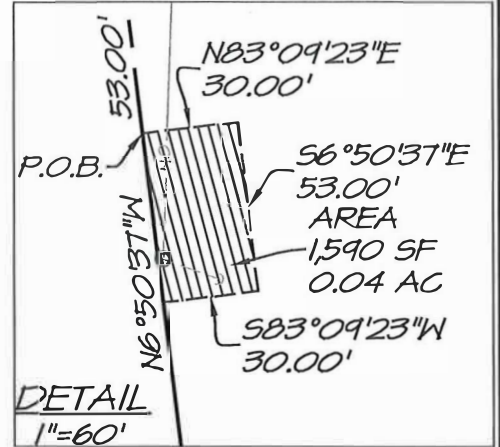
LANDS OF STEWART TRUSTEE
APN 043-103-022
2021-0009193

R=2499.93'
L=537.55'
Δ-12°19'12"

S6°50'37"E
256.81'

P.O.B.

SEE
DETAIL



1"=200'

- LEGEND**
- POWER POLE
 - GUY ANCHOR
 - HO OVERHEAD WIRE
 - PROPERTY LINE
 - - - EASEMENT LINE
 - ADJACENT PROPERTY LINE

PRIVATE UTILITY EASEMENT EXHIBIT C-6

RSA+ 1515 FOURTH STREET
NAPA, CALIF. 94559
OFFICE | 707 | 252.3301
+ www.RSAcivil.com +

RSA* | CONSULTING CIVIL ENGINEERS + SURVEYORS + 9/6/23 08-15-2023

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

BASIS OF BEARING: BEARING BETWEEN FOUND CALTRANS MONUMENTS SHOWN ON THE MAP RECORD OF SURVEY, FILED AUGUST 11, 2004 IN BOOK 36 OF RECORD OF SURVEYS AT PAGE 43-44, NAPA COUNTY RECORDS, AS SOUTH 5° 28' 48" WEST & MEASURED AS SOUTH 5° 28' 35" WEST. 043-103-020 D-2

5406
043-103-020 D-1
08-15-2023

North: 1857850.2674' East: 6478215.6096'

Segment #1 : Line
Course: N83°09'23"E Length: 30.00'
North: 1857853.8422' East: 6478245.3959'

Segment #2 : Line
Course: S6°50'37"E Length: 53.00'
North: 1857801.2198' East: 6478251.7113'

Segment #3 : Line
Course: S83°09'23"W Length: 30.00'
North: 1857797.6450' East: 6478221.9251'

Segment #4 : Line
Course: N6°50'37"W Length: 53.00'
North: 1857850.2674' East: 6478215.6096'

Perimeter: 166.00' Area: 1590.00 Sq. Ft.
Error Closure: 0.0000 Course: N0°00'00"E
Error North: 0.00000 East: 0.00000
Precision 1: 166000000.00



GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

EXHIBIT D

California State Coastal Conservancy Irrevocable Offer to Dedicate Title

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

Recording Requested By and
When Recorded Return to:

State Coastal Conservancy
1515 Clay Street, 10th Floor
Oakland, CA 94612

Attn: Legal Counsel: Jordan Fong

**EXEMPT FROM RECORDING FEES -- GOV. CODE SECTION 6103, GOV.
CODE SECTION 27383**

**IRREVOCABLE OFFER TO DEDICATE TITLE IN FEE
AND DECLARATION OF RESTRICTIVE COVENANTS**

Napa River Enhancement and Public Access Project Property, Napa County, California

This IRREVOCABLE OFFER TO DEDICATE TITLE IN FEE AND DECLARATION OF RESTRICTIVE COVENANTS (“the offer”) is made this ____ day of _____, 2024, by the Napa County Flood Control and Water Conservation District (“the offeror”).

Pertinent Facts

- A. The offeror is the legal owner of real property in the County of Napa, State of California, Assessor’s Parcel Nos. 043-103-007, 043-103-021, 043-103-022, and a portion of 043-103-020 described in Exhibit A (“the real property”) and conveyed to the offeror under the grant deed recorded concurrently with this offer pursuant to the terms and conditions set forth in that certain Purchase and Sale Agreement between the offeror and Ailene M. Pritchett, Trustee of the Ailene M. Pritchett 2020 Revocable Trust (“Pritchett”) dated _____, 2024 and that certain Purchase and Sale Agreement between the offeror and Pritchett, Mary Delzompo, Linda Barbosa, the Guardian of the Estate of Phillip Stewart, and Christy Mary Stewart, as Trustee of the 2020 Christy Mary Stewart Family Trust dated _____, 2024 (collectively, the “Purchase Agreements”).
- B. The offeror is a special district of the State of California.

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

- C. The offeror purchased the real property using funds from the California Department of Parks and Recreation's ("DPR") administration of the Federal Land and Water Conservation Fund, under DPR Grant 06-01874, and the funds from the California State Coastal Conservancy ("the Conservancy") authorized under Division 21 of the California Public Resources Code for grants to public agencies and nonprofit organizations for the acquisition of real property; and under unrecorded Conservancy Grant Agreement No. 23-098 ("the Conservancy grant agreement") between the offeror and the Conservancy. Specifically, the Conservancy provided funds from the Greenhouse Gas Reduction Fund, which authorizes acquisitions of real property for the purposes of urgent sea level rise adaptation and coastal resilience needs.
- D. The Conservancy grant agreement requires that the offeror permanently dedicate the real property for specified purposes.
- E. The offeror is executing this offer to comply with the Conservancy grant, and to protect the public's interest in the real property, which was acquired with the assistance of state funds.
- F. The offeror intends through this offer to bind itself and its assigns and successors in interest.

The offeror hereby irrevocably offers to dedicate fee title to the real property to the State of California, acting through the Conservancy, and agrees to the restrictive covenants, as follows, in light of the pertinent facts, above, and in consideration of the Conservancy's grant to the offeror for the acquisition of the real property and to preserve the public's interest in the real property.

1. **ACCEPTANCE OF OFFER.** This offer may be accepted only if the Conservancy finds that the existence of the offeror has terminated or termination is imminent; or that the offeror has violated with respect to the real property or any portion of it or interest in it one or more of the following restrictive covenants of this offer pursuant to this section 1 (collectively, the "restrictive covenants"):
 - a. The offeror has acquired the real property for the purposes of protection, restoration, and enhancement of natural and scenic resources, including wetlands and open space; and, to the extent compatible with the aforementioned purposes: public access, passive recreation, and California Native American tribal cultural uses. (collectively, the "acquisition purposes"); and no use of the real property inconsistent with the acquisition purposes is permitted.
 - b. The offeror shall use, manage, operate and maintain the real property consistent with the acquisition purposes.

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

- c. The real property may not be used as security for any debt, in violation of section 2(b), below.
- d. The real property may not be transferred without the written approval the Executive Officer of the Conservancy or its successor in violation of section 2(c), below.
- e. The real property may not be used for mitigation in violation of section 2(d), below.

In addition, the Conservancy may accept this offer where the property is under threat of condemnation or has been condemned, subject to section 3, below.

Upon a finding by the Conservancy, following written notice and a reasonable opportunity to cure, that any of the restrictive covenants has been violated; or that the existence of the offeror has terminated for any reason prior to a transfer of the real property in compliance with this offer; or that the property is under threat of condemnation or has been condemned; a public agency or a nonprofit organization designated by the Conservancy and which has agreed to accept the obligations of the offeror under this offer (“Accepting Party”), may accept this offer in accordance with law, by recording in the Official Records of Napa County a Certificate of Acceptance substantially in the form of the attached Exhibit B. Acceptance of this offer will have the effect of a grant of the real property to the Accepting Party.

2. **DECLARATION OF RESTRICTIONS**. The offeror declares that the real property shall be held, used, and conveyed subject to the following restrictions:
 - a. **Use of the real property.** The real property shall be used, managed, operated and maintained for the acquisition purposes, except to the extent that Pritchett is permitted to continue existing vineyard operations on the real property through 2024.
 - b. **Use of the real property as security for debt.** The offeror shall not use the real property as security for any debt without the written approval of the Executive Officer of the Conservancy.
 - c. **Transfer of the real property.** Transfer of the real property is subject to the prior written approval of the Executive Officer of the Conservancy. The transferee shall be subject to all provisions of this offer, including, without limitation, the use restrictions. If the Conservancy deems necessary, prior to the Conservancy’s approval of any transfer of the real property, the transferee and the Conservancy

shall enter into a new agreement sufficient to protect the interest of the people of California.

- d. **Mitigation.** The real property shall not be used for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) without the written permission of the Executive Officer of the Conservancy. In providing permission, the Conservancy may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be promptly remitted to the Conservancy, proportionate with the Conservancy's contribution to the total acquisition price of the real property.
3. **CONDEMNATION.** Condemnation means a permanent taking through the exercise of any government power (by legal proceedings or otherwise) by any party having the right of eminent domain ("condemnor"); or through a voluntary sale or transfer by the offeror to any condemnor, either under threat of exercise of eminent domain by a condemnor or while legal proceedings for eminent domain are pending. If the real property is under threat of condemnation or has been condemned, the offeror shall promptly notify the Conservancy in writing, and shall use its best efforts to obtain the maximum compensation possible. Upon receiving condemnation proceeds, the offeror shall promptly pay to the Conservancy a percentage of the condemnation proceeds equivalent to the percentage of the total acquisition cost originally contributed by the Conservancy.

If the Accepting Party accepts the offer due to threat of condemnation and receives proceeds following condemnation, the Accepting Party shall distribute a proportionate share to the offeror. If an Accepting Party accepts the OTD due to threat of condemnation, and condemnation does not occur, then the Accepting Party shall either reconvey the real property to the offeror or pay to the offeror the amount of the offeror's contribution to the original acquisition, unless the Accepting Party and the offeror agree otherwise.

4. **MONITORING AND INSPECTION OF THE PROPERTY.** On reasonable prior written notice from the Conservancy, the offeror shall allow the Conservancy to inspect the real property to ascertain compliance with the restrictive covenants of this offer.

The offeror shall comply with the Conservancy's requests for information regarding the offeror's compliance with the restrictive covenants of this offer ("monitoring information"). The Conservancy has the discretion, which shall be exercised reasonably, to determine when to request monitoring information and which monitoring information to request. Unless directed otherwise by the requesting agency, the offeror shall, in the manner specified by the Conservancy, return written responses to the Conservancy within 60 days of offeror's receipt of a request for

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

monitoring information. The offeror shall inspect the real property regularly and take other actions as necessary to ensure that monitoring information is accurate.

- 6. **OTHER REMEDIES**. Notwithstanding any other provision of this offer, the Conservancy may use any remedy available in law or equity to enforce the covenants and restrictions contained in this offer.
- 7. **BENEFIT AND BURDEN**. This offer shall run with and burden the real property. All obligations, terms, conditions, and restrictions imposed by this offer shall be deemed covenants and restrictions running with the land, shall be effective limitations on the use of the real property from the date of recordation of this document, and shall bind the offeror and all its successors and assigns. This offer benefits the State of California.
- 8. **SUCCESSORS AND ASSIGNS**. The provisions of this offer shall bind and inure to the benefit of the successors and assigns of both the offeror and the Conservancy, whether voluntary or involuntary.
- 9. **CONSTRUCTION OF VALIDITY**. If a court in a final determination holds any provision of these restrictions invalid, or if, for any other reason it becomes unenforceable, no other provision shall be affected.
- 10. **TERM**. This offer is irrevocable.
- 11. **AMENDMENT**. No change in this offer will be valid unless made in writing, signed by the offeror and the Agencies, and recorded in the official records of Napa County, California.

The offeror executes this document on the date first written above.

_____, the offeror

Authorized signature

Type or print name

_____ Title

GRANTOR: Pritchett
 Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

EXHIBIT A to Irrevocable Offer to Dedicate Title

Legal Property Description

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

PARCEL ONE:

Commencing at the point of intersection of the Northerly line of the 279.50 acre tract of land as described in the Deed to Charles E. Stewart recorded June 13, 1941 in [Book 163 of Official Records at page 394](#), Napa County Records, with the Easterly line of the 10.935 acre tract as described in the Deed to the State of California, recorded August 24, 1979 in [Book 1137 of Official Records at page 289](#), Napa County Records. Thence from said point of commencement and running along the Easterly line of said 10.935 acre tract the following courses and distances; thence from a tangent that bears South 04° 12' 41" West along a curve to the right with a radius of 13,000.00 feet, through a central angle of 01° 16' 29", an arc length of 289.24 feet; thence South 05° 29' 10" West 418.78 feet; thence along a tangent curve to the left with a radius of 2,500.00 feet through an angle of 12° 19' 12" an arc length of 537.56 feet; thence South 06° 50' 02" East 437.78 feet; thence along a tangent curve to the right with a radius of 1,500.00 feet, through an angle of 08° 07' 08", an arc length of 212.55 feet to the Southerly line of said 279.50 acre tract to Stewart; thence leaving the Easterly line of said 10.935 acre tract and running along said Southerly line of said 279.50 acre tract South 68° 47' 24" East to the intersection with the Westerly line of the 100 foot strip of land as described in the Deed to the San Francisco and Napa Railroad Company, recorded September 22, 1905 in [Book 81 of Deeds at Page 384](#), Napa County Records. Thence North 06° 08' West along the Westerly line of said 100 foot strip 2,000 feet more or less to the intersection of the Northerly line of said 279.50 acre tract to Stewart; thence North 89° 50' 23" West along said Northern line of the 279.50 acre tract to the point of commencement.

EXCEPTING THEREFROM:

Description of a portion of Parcel 8 as described in the Superior Court of California, County of Napa, Number 20191, Estate of Charles Earl Stewart, deceased, as recorded on November 12, 1987 in [Book 1549 of Official Records at pages 223-237](#) of Napa County, California, and being more particularly described as follows:

Commencing at the Northeast corner of said Parcel 8, same corner being on the East right of way line of State Route 29; thence leaving said right of way line and along the North line of Parcel 8, S 89° 50' 45" E - 36.92 feet to the most Northerly Northeast corner of the herein described Levee Easement (NC 109-2), same corner being the Point of Beginning for the herein described Fee Parcel; thence continuing along said North line, S 89° 50' 45" E - 33.27 feet for the common corner with the Fee Parcel (Parcel 1 - NC 108-1) as here in described; thence leaving the North line of said Parcel 8 and along the common line between said Fee Parcel(s), S 05° 01' 25" E - 87.71 feet to the common corner between the Levee Easements (Parcel 2 - NC 108-2) and (Parcel 2 - NC 109-2), and the Fee Parcel (Parcel 1 - NC 108-1); thence leaving the aforesaid common line and crossing through said Parcel 8, and along the East line of said Levee Easement (NC-109-2) for the following three (3) courses: S 77° 47' 19" W - 51.62 feet, N 05° 30' 47" E - 90.04 feet, and N 05° 31' 39" E - 8.80 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM:

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

GRANTOR: Pritchett
 Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

A portion of the Lands of Ailene M. Pritchett Trustee of the Ailene M. Pritchett 2020 Revocable Trust as described in a Grant Deed Recorded on August 07, 2020 as Document Number [2020-0019355](#), Napa County Records, State of California described as follows.

Commencing at the northwest corner of said Lands of Pritchett Trustee on a curve on the eastern line of California Highway 121 & 29 and the western line of said Lands of Pritchett Trustee, said curve being concave to the west, having a radius of 12,999.62 feet, and to which corner a radial line bears of South 85° 47' 54" East; thence southerly along said curve 289.22 feet through a central angle of 1° 16' 29"; thence South 5° 28' 35" West 418.77 feet to the beginning of a curve concave to the east having a radius of 2,499.93 feet; thence 537.55 feet along said curve through a central angle of 12° 19' 12"; thence South 6° 50' 37" East 114.81 feet to the **Point of Beginning**; thence leaving said west line North 83° 09' 23" East 87.00 feet; thence South 6° 50' 37" East 142.00 feet; thence South 83° 09' 23" West 87.00 feet to said west line; thence along said west line North 6° 50' 37" West 142.00 feet to the **Point of Beginning**.

Basis of Bearing being the bearing between found Caltrans Monuments shown on the map Record of Survey Map No. 5580, filed August 11, 2004 in [Book 36 of Record of Surveys at Page 43-46](#), Napa County Records, as South 5° 28' 48" West and measured as South 5° 28' 35" West. As shown in that Certain Grant Deed to Ailene M. Pritchett recorded June ____, 2024 as Series Number 2024-_____, of Official Records of Napa County.

APN: 043-103-020

PARCEL TWO:

An Easement for road and utility purposes over, under, along and across that parcel of land described as Parcel 2 in the Deed to the State of California recorded February 14, 1979, in [Book 1114, page 653](#), Official Records of Napa County.

Excepting from said Easement that portion of the following described Parcel:

Commencing at the Northerly terminus of the course described in said Parcel 2 with a length of 50.36 feet; thence along said course S 6° 13' 57" E., 50.36 feet to the course described in said Parcel 2 with a length of 1649.22 feet; thence along last said course N. 89° 24' 27" W., 67.48 feet; thence No. 6° 13' 57" W., 50.36 feet to the course described in said Parcel 2 with a length of 1749.59 feet; thence along said course S. 89° 24' 47" E. 67.48 feet to the point of commencement.

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

EXHIBIT B to Irrevocable Offer to Dedicate Title

SAMPLE CERTIFICATE FOR FUTURE USE

Recording Requested By and
When Recorded Return to:

State Coastal Conservancy
1515 Clay Street, 10th Floor
Oakland, CA 94612

Attn: Legal Counsel: [initials]
Project:

**EXEMPT FROM RECORDING FEES -- GOV. CODE SECTION 6103, GOV.
CODE SECTION 27383**

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property offered to the State of California, acting by and through the State Coastal Conservancy, in the IRREVOCABLE OFFER TO DEDICATE TITLE IN FEE AND DECLARATION OF RESTRICTIVE COVENANTS (“the offer”) executed by the _____ on _____, and recorded on _____ as Instrument No. _____ in the Official Records of the County of _____, State of California, is hereby accepted by the undersigned officer on behalf of the State of California, pursuant to the authorization of the State Coastal Conservancy, State of California, adopted on the basis of findings made in accordance with paragraph 1 of the offer.

STATE OF CALIFORNIA
State Coastal Conservancy

By: XXXXXX
Executive Officer

Date

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

EXHIBIT E

California Department of Parks and Recreation Deed Restriction

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Katie Buesch

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, The Napa County Flood Control and Water Conservation District, (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the Property was acquired pursuant to the terms and conditions set forth in that certain Purchase and Sale Agreement between the Owner and Ailene M. Pritchett, Trustee of the Ailene M. Pritchett 2020 Revocable Trust ("Pritchett") dated _____, 2024, and that certain Purchase and Sale Agreement between the Owner and Pritchett, Mary Delzompo, Linda Barbosa, the Guardian of the Estate of Phillip Stewart, and Christy Mary Stewart, as Trustee of the 2020 Christy Mary Stewart Family Trust dated _____, 2024, (collectively, the "Purchase Agreements"); and

III. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of California Public Resources Code (hereinafter referred to as the "PRC") section 5001; and

IV. WHEREAS, Owner(s) (or GRANTEE) applied to DPR for grant funds available pursuant to the Land and Water Conservation Fund, Competitive Program to acquire approximately 56.8 acres in

EXHIBIT E TO PURCHASE AND SALE AGREEMENT

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

the County of Napa for future development into an open space wetlands area with passive recreation features such as boardwalks, pathways, and a kayak launch area on the Property; and

V. WHEREAS, on July 1, 2022, DPR's Office of Grants and Local Services and the National Park Service approved Grant 06-01874 (hereinafter referred to as "Grant") to acquire approximately 56.8 acres in the County of Napa for future development into an open space wetlands area with passive recreation features such as boardwalks, pathways, and a kayak launch area on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

VI. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Land and Water Conservation Fund, Competitive Program and the funds that are the subject of the Grant could therefore not have been granted; and

VII. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for themselves and for their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof, except that Pritchett is permitted to continue existing vineyard operations on the real property to the end of calendar year 2024.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all their assigns or successors-in-interest for the period running from June 1, 2024, through perpetuity.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the

EXHIBIT E TO PURCHASE AND SALE AGREEMENT

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

California Constitution; and b) California Revenue and Taxation Code section 402.1 or successor statute.

Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of) California Revenue and Taxation Code section 3712(d), or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner(s) Name(s): _____

Signed: _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

GRANTOR: Pritchett
 Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

EXHIBIT A TO DEED RESTRICTION

Legal Property Description

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

PARCEL ONE:

Commencing at the point of intersection of the Northerly line of the 279.50 acre tract of land as described in the Deed to Charles E. Stewart recorded June 13, 1941 in [Book 163 of Official Records at page 394](#), Napa County Records, with the Easterly line of the 10.935 acre tract as described in the Deed to the State of California, recorded August 24, 1979 in [Book 1137 of Official Records at page 289](#), Napa County Records. Thence from said point of commencement and running along the Easterly line of said 10.935 acre tract the following courses and distances; thence from a tangent that bears South 04° 12' 41" West along a curve to the right with a radius of 13,000.00 feet, through a central angle of 01° 16' 29", an arc length of 289.24 feet; thence South 05° 29' 10" West 418.78 feet; thence along a tangent curve to the left with a radius of 2,500.00 feet through an angle of 12° 19' 12" an arc length of 537.56 feet; thence South 06° 50' 02" East 437.78 feet; thence along a tangent curve to the right with a radius of 1,500.00 feet, through an angle of 08° 07' 08", an arc length of 212.55 feet to the Southerly line of said 279.50 acre tract to Stewart; thence leaving the Easterly line of said 10.935 acre tract and running along said Southerly line of said 279.50 acre tract South 68° 47' 24" East to the intersection with the Westerly line of the 100 foot strip of land as described in the Deed to the San Francisco and Napa Railroad Company, recorded September 22, 1905 in [Book 81 of Deeds at Page 384](#), Napa County Records. Thence North 06° 08' West along the Westerly line of said 100 foot strip 2,000 feet more or less to the intersection of the Northerly line of said 279.50 acre tract to Stewart; thence North 89° 50' 23" West along said Northern line of the 279.50 acre tract to the point of commencement.

EXCEPTING THEREFROM:

Description of a portion of Parcel 8 as described in the Superior Court of California, County of Napa, Number 20191, Estate of Charles Earl Stewart, deceased, as recorded on November 12, 1987 in [Book 1549 of Official Records at pages 223-237](#) of Napa County, California, and being more particularly described as follows:

Commencing at the Northeast corner of said Parcel 8, same corner being on the East right of way line of State Route 29; thence leaving said right of way line and along the North line of Parcel 8, S 89° 50' 45" E - 36.92 feet to the most Northerly Northeast corner of the herein described Levee Easement (NC 109-2), same corner being the Point of Beginning for the herein described Fee Parcel; thence continuing along said North line, S 89° 50' 45" E - 33.27 feet for the common corner with the Fee Parcel (Parcel 1 - NC 108-1) as here in described; thence leaving the North line of said Parcel 8 and along the common line between said Fee Parcel(s), S 05° 01' 25" E - 87.71 feet to the common corner between the Levee Easements (Parcel 2 - NC 108-2) and (Parcel 2 - NC 109-2), and the Fee Parcel (Parcel 1 - NC 108-1); thence leaving the aforesaid common line and crossing through said Parcel 8, and along the East line of said Levee Easement (NC-109-2) for the following three (3) courses: S 77° 47' 19" W - 51.62 feet, N 05° 30' 47" E - 90.04 feet, and N 05° 31' 39" E - 8.80 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM:

A portion of the Lands of Ailene M. Pritchett Trustee of the Ailene M. Pritchett 2020 Revocable Trust as described in a Grant Deed Recorded on August 07, 2020 as Document Number [2020-0019355](#), Napa County Records, State of California described as follows.

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

Commencing at the northwest corner of said Lands of Pritchett Trustee on a curve on the eastern line of California Highway 121 & 29 and the western line of said Lands of Pritchett Trustee, said curve being concave to the west, having a radius of 12,999.62 feet, and to which corner a radial line bears of South 85° 47' 54" East; thence southerly along said curve 289.22 feet through a central angle of 1° 16' 29"; thence South 5° 28' 35" West 418.77 feet to the beginning of a curve concave to the east having a radius of 2,499.93 feet; thence 537.55 feet along said curve through a central angle of 12° 19' 12"; thence South 6° 50' 37" East 114.81 feet to the **Point of Beginning**; thence leaving said west line North 83° 09' 23" East 87.00 feet; thence South 6° 50' 37" East 142.00 feet; thence South 83° 09' 23" West 87.00 feet to said west line; thence along said west line North 6° 50' 37" West 142.00 feet to the **Point of Beginning**.

Basis of Bearing being the bearing between found Caltrans Monuments shown on the map Record of Survey Map No. 5580, filed August 11, 2004 in [Book 36 of Record of Surveys at Page 43-46](#), Napa County Records, as South 5° 28' 48" West and measured as South 5° 28' 35" West. As shown in that Certain Grant Deed to Ailene M. Pritchett recorded June ____, 2024 as Series Number 2024-_____, of Official Records of Napa County.

APN: 043-103-020

PARCEL TWO:

An Easement for road and utility purposes over, under, along and across that parcel of land described as Parcel 2 in the Deed to the State of California recorded February 14, 1979, in [Book 1114, page 653](#), Official Records of Napa County.

Excepting from said Easement that portion of the following described Parcel:

Commencing at the Northerly terminus of the course described in said Parcel 2 with a length of 50.36 feet; thence along said course S 6° 13' 57" E., 50.36 feet to the course described in said Parcel 2 with a length of 1649.22 feet; thence along last said course N. 89° 24' 27" W., 67.48 feet; thence No. 6° 13' 57" W., 50.36 feet to the course described in said Parcel 2 with a length of 1749.59 feet; thence along said course S. 89° 24' 47" E. 67.48 feet to the point of commencement.

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

EXHIBIT B TO DEED RESTRICTION

State of California - Natural Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
Land and Water Conservation Fund
Competitive

GRANTEE Napa County Flood Control and Water Conservation District

PROJECT TITLE NAPA RIVER ESTUARY ACQUISITION PROJECT NUMBER 06-01874

GRANT PERFORMANCE PERIOD is from June 01, 2023 thru June 30, 2026

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, and the State of California, acting through its Liaison Officer pursuant to the program named above, and agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE/Cost Estimate Form of the APPLICATION filed with the State of California referenced by the project number indicated above.

PROJECT DESCRIPTION

Acquire approximately 56.8 acres in the County of Napa for future development into an open space wetlands area with passive recreation features such as boardwalks, pathways, and a kayak launch area.

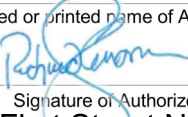
Total State Grant not to exceed \$2,550,000.00 (or 50% of the total project, whichever is less.)
 Rate of Reimbursement 50.00%

Napa County Flood Control and Water Conservation District
 Grantee

The General and Special Provisions attached are made a part of and incorporated into the Contract.

By Richard Thomasser
 Typed or printed name of Authorized Representative

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION



By Maria Almos
A95AF99B0D1941C...

Address 804 First Street Napa, CA 94559

Title District Manager

Date 8/17/2023

Date August 10, 2023

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C8967004	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000084582			PROJECT NO. 06-01874
AMOUNT ENCUMBERED BY THIS DOCUMENT \$2,550,000.00		FUND. Federal Trust Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-0890	CHAPTER 43	STATUTE 22	FISCAL YEAR 2023/24
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,550,000.00	Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69072	PROJECT / WORK PHASE 379009101200	

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Land and Water Conservation Fund
Grant Contract Provisions

Part I - Definitions

- A. The term “NPS” as used herein means the National Park Service, United States Department of the Interior.
- B. The term “Director” as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term “Secretary” as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term “State” as used herein means the State, Territory, or District of Columbia that is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms “State,” “grantee,” and “recipient” are deemed synonymous.
- E. The term “Land and Water Conservation Fund” or “LWCF” as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term “Manual” as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).
- G. The term “project” as used herein means a Land and Water Conservation Fund grant which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, State and/or local outdoor recreation funds.

- A. The State agrees, as recipient of the LWCF assistance, that it will meet the LWCF General Provisions, and the terms and provisions as contained or referenced in, or

attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.

B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as Fund reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United

States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Section II.B above.

D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the project grant agreement.

E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R. Part 59).

F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of the agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B. above.

G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.

2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.

2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.

3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
3. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
4. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
5. The State will provide for and maintain competent and adequate architectural/ engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
6. In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section "Project Termination" of this agreement.
7. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 C.F.R. Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
8. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
9. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant

award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and other on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, as necessary, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. § 800.11. If an unanticipated discovery is made during implementation of the undertaking the State in coordination with NPS shall consult per provisions 36 C.F.R § 800.13.

10. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq.) and the CEQ regulations (40 C.F.R. § 1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees and subrecipients are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

C. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

D. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which

are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

E. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

F. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

G. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

H. Hold Harmless

The Grantee shall indemnify the State of California and its officer, agents and employees against and hold the same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to, or arising out of, either in whole or in part, whether directly or indirectly, the organization, Development, construction, operation, or maintenance of the Project.

I. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall

obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

K. Build America, Buy America

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within

the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.

4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber;
- or drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and

wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

EXHIBIT F
Preliminary Title Report



*First American Title
Company of Napa*

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



**First American Title
Company of Napa**

ORDER NO: **00302950-PC**
UPDATED REPORT #: **2**

PRELIMINARY REPORT

First American Title Insurance Company

First American Title Company of Napa

California Department of Insurance License No. 2553-6

1700 Second Street, Suite 120, P.O. Box 388, Napa, CA 94559

Tel: (707) 254-4500 - Fax: (707) 963-1302

Property Address:

No Situs Address
.Napa, CA 94558

Assessor's Parcel Number:

043-103-020

Buyer/Borrower:

Napa County Flood Control

Seller/Owner:

Ailene M. Pritchett

Direct Escrow Inquiries to Escrow Officer:

Patty Campoy
Email: PCampoy@firstamnapa.com

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 May 17, 2024 at 7:30 A.M.

By: 
Authorized Signatory



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

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

2021 ALTA Owner's Policy (7/1/21) (Standard Coverage)
And
ALTA Loan Policy (6/17/06) (Extended 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:

AILENE M. PRITCHETT, TRUSTEE OF THE AILENE M. PRITCHETT 2020 REVOCABLE TRUST

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

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

See Exhibit A attached hereto and made a part hereof.



**First American Title
Company of Napa**

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EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL ONE:

Commencing at the point of intersection of the Northerly line of the 279.50 acre tract of land as described in the Deed to Charles E. Stewart recorded June 13, 1941 in [Book 163 of Official Records at page 394](#), Napa County Records, with the Easterly line of the 10.935 acre tract as described in the Deed to the State of California, recorded August 24, 1979 in [Book 1137 of Official Records at page 289](#), Napa County Records. Thence from said point of commencement and running along the Easterly line of said 10.935 acre tract the following courses and distances; thence from a tangent that bears South 04° 12' 41" West along a curve to the right with a radius of 13,000.00 feet, through a central angle of 01° 16' 29", an arc length of 289.24 feet; thence South 05° 29' 10" West 418.78 feet; thence along a tangent curve to the left with a radius of 2,500.00 feet through an angle of 12° 19' 12" an arc length of 537.56 feet; thence South 06° 50' 02" East 437.78 feet; thence along a tangent curve to the right with a radius of 1,500.00 feet, through an angle of 08° 07' 08", an arc length of 212.55 feet to the Southerly line of said 279.50 acre tract to Stewart; thence leaving the Easterly line of said 10.935 acre tract and running along said Southerly line of said 279.50 acre tract South 68° 47' 24" East to the intersection with the Westerly line of the 100 foot strip of land as described in the Deed to the San Francisco and Napa Railroad Company, recorded September 22, 1905 in [Book 81 of Deeds at Page 384](#), Napa County Records. Thence North 06° 08' West along the Westerly line of said 100 foot strip 2,000 feet more or less to the intersection of the Northerly line of said 279.50 acre tract to Stewart; thence North 89° 50' 23" West along said Northern line of the 279.50 acre tract to the point of commencement.

EXCEPTING THEREFROM:

Description of a portion of Parcel 8 as described in the Superior Court of California, County of Napa, Number 20191, Estate of Charles Earl Stewart, deceased, as recorded on November 12, 1987 in [Book 1549 of Official Records at pages 223-237](#) of Napa County, California, and being more particularly described as follows:

Commencing at the Northeast corner of said Parcel 8, same corner being on the East right of way line of State Route 29; thence leaving said right of way line and along the North line of Parcel 8, S 89° 50' 45" E - 36.92 feet to the most Northerly Northeast corner of the herein described Levee Easement (NC 109-2), same corner being the Point of Beginning for the herein described Fee Parcel; thence continuing along said North line, S 89° 50' 45" E - 33.27 feet for the common corner with the Fee Parcel (Parcel 1 - NC 108-1) as here in described; thence leaving the North line of said Parcel 8 and along the common line between said Fee Parcel(s), S 05° 01' 25" E - 87.71 feet to the common corner between the Levee Easements (Parcel 2 - NC 108-2) and (Parcel 2 - NC 109-2), and the Fee Parcel (Parcel 1 - NC 108-1); thence leaving the aforesaid common line and crossing through said Parcel 8, and along the East line of said Levee Easement (NC-109-2) for the following three (3) courses: S 77° 47' 19" W - 51.62 feet, N 05° 30' 47" E - 90.04 feet, and N 05° 31' 39" E - 8.80 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM:

A portion of the Lands of Ailene M. Pritchett Trustee of the Ailene M. Pritchett 2020 Revocable Trust as described in a Grant Deed Recorded on August 07, 2020 as Document Number [2020-0019355](#), Napa County Records, State of California described as follows.



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Commencing at the northwest corner of said Lands of Pritchett Trustee on a curve on the eastern line of California Highway 121 & 29 and the western line of said Lands of Pritchett Trustee, said curve being concave to the west, having a radius of 12,999.62 feet, and to which corner a radial line bears of South 85° 47' 54" East; thence southerly along said curve 289.22 feet through a central angle of 1° 16' 29"; thence South 5° 28' 35" West 418.77 feet to the beginning of a curve concave to the east having a radius of 2,499.93 feet; thence 537.55 feet along said curve through a central angle of 12° 19' 12"; thence South 6° 50' 37" East 114.81 feet to the **Point of Beginning**; thence leaving said west line North 83° 09' 23" East 87.00 feet; thence South 6° 50' 37" East 142.00 feet; thence South 83° 09' 23" West 87.00 feet to said west line; thence along said west line North 6° 50' 37" West 142.00 feet to the **Point of Beginning**.

Basis of Bearing being the bearing between found Caltrans Monuments shown on the map Record of Survey Map No. 5580, filed August 11, 2004 in [Book 36 of Record of Surveys at Page 43-46](#), Napa County Records, as South 5° 28' 48" West and measured as South 5° 28' 35" West. As shown in that Certain Grant Deed to Ailene M. Pritchett recorded June ____, 2024 as Series Number 2024-_____, of Official Records of Napa County.

APN: 043-103-020

PARCEL TWO:

An Easement for road and utility purposes over, under, along and across that parcel of land described as Parcel 2 in the Deed to the State of California recorded February 14, 1979, in [Book 1114, page 653](#), Official Records of Napa County.

Excepting from said Easement that portion of the following described Parcel:

Commencing at the Northerly terminus of the course described in said Parcel 2 with a length of 50.36 feet; thence along said course S 6° 13' 57" E., 50.36 feet to the course described in said Parcel 2 with a length of 1649.22 feet; thence along last said course N. 89° 24' 27" W., 67.48 feet; thence No. 6° 13' 57" W., 50.36 feet to the course described in said Parcel 2 with a length of 1749.59 feet; thence along said course S. 89° 24' 47" E. 67.48 feet to the point of commencement.



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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 2024-2025, a lien not yet due or payable.
2. (INTENTIONALLY DELETED)
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Rights of the public in and to that portion of the land lying within State Highways 121 & 29.
5. Abutter's rights of ingress and egress to or from State Highways 121 & 29 have been relinquished in the document recorded August 24, 1979 as [Book 1137 at Page 289](#) of Official Records.
6. An easement for road and utilities and incidental purposes in the document recorded December 20, 1989 as [Book 1705 at Page 560](#) of Official Records.

The location of the easement cannot be determined from the public record.

7. An easement for levee and flood control easement and incidental purposes, recorded October 30, 2001 as Series Number [2001-0037888](#) of Official Records.
 In Favor of _____ : Napa County Flood Control and Water Conservation District

Terms and provisions contained in the above document.

8. The effect of a map purporting to show the land and other property, filed August 11, 2004 as [Book 36 at Page\(s\) 43-46](#) of Record of Surveys.
9. An easement for road and utilities and incidental purposes, recorded July 18, 2003 as Series Number [2003-0038147](#) of Official Records.
 In Favor of _____ : Earla S. Pritchett, a widow, and Ailene S. Plass, a widow, as joint tenants

The location of the easement cannot be determined from the public record.

10. The terms and provisions contained in the document entitled "Water Rights and Easement Agreement (Well and Water Line)" recorded May 25, 2004 as Series Number [2004-0021762](#) of Official Records.
11. The terms and provisions contained in the document entitled "License Agreement" recorded May 25, 2004 as Series Number [2004-0021763](#) of Official Records.
12. The fact that the land lies within the Napa River Watermaster Service Area, as disclosed by an order of the Department of Water Resources of the State of California, a certified copy of which was recorded July 24, 2008 as Series Number [2008-0018850](#) of Official Records.
13. Water rights, claims or title to water, whether or not shown by the Public Records.



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14. Rights of parties in possession.
15. The terms, covenants and provisions of the trust referred to in the vesting herein and all supplements, amendments or modifications thereto, and the effect of any failure to comply with such terms, covenants and provisions.

-END OF EXCEPTIONS-



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Information Notes:

- a. The following taxes are shown for proration purposes only:

General and special taxes and assessments for the fiscal year 2023-2024

First Installment	:	\$208.08 Paid
Second Installment	:	\$208.08 Paid
Tax Rate Area	:	72001
A. P. No.	:	043-103-020

- b. If requested, we are prepared to issue a CLTA 116.7 (Subdivision Map Act) Endorsement in conjunction with the Policy of Title Insurance contemplated by this Preliminary Report regarding the land described as Parcel One herein.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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 of 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:

- h. 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.
- i. Said CLTA Form 116 Endorsement will indicate that there is located on the land a Vineyard, commonly known as: No Situs Address .Napa, CA 94558
- j. 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



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

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May 23, 2024

Mark

Encinas/kt



**First American Title
Company of Napa**

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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](#)



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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](#)



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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.

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.

GRANTOR: Pritchett
Project Name: Napa River Estuary Acquisition Project

APN: 043-103-020

EXHIBIT G

Preliminary Title Report Reserved Parcel



*First American Title
Company of Napa*

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



**First American Title
Company of Napa**

ORDER NO: **0302950A-PC**
UPDATED REPORT #: **3**

PRELIMINARY REPORT

First American Title Insurance Company

First American Title Company of Napa

California Department of Insurance License No. 2553-6

1700 Second Street, Suite 120, P.O. Box 388, Napa, CA 94559

Tel: (707) 254-4500 - Fax: (707) 963-1302

Property Address:

No Situs Address
.Napa, CA 94558

Assessor's Parcel Number:

043-103-020

Buyer/Borrower:

Seller/Owner:

Ailene M. Pritchett

Direct Escrow Inquiries to Escrow Officer:

Patty Campoy
Email: PCampoy@firstamnapa.com

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 May 15, 2024 at 7:30 A.M.

By: 
Authorized Signatory



ORDER NO: **0302950A-PC**
UPDATED REPORT #: **3**

1 **First American Title
Company of Napa**

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

2021ALTA Owners Policy (7/1/21) with WRE/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:

AILENE M. PRITCHETT, TRUSTEE OF THE AILENE M. PRITCHETT 2020 REVOCABLE TRUST

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 and Three

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

See Exhibit A attached hereto and made a part hereof.



**First American Title
Company of Napa**

ORDER NO: **0302950A-PC**
UPDATED REPORT #: **3**

EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL ONE:

A portion of the Lands of Ailene M. Pritchett Trustee of the Ailene M. Pritchett 2020 Revocable Trust as described in a Grant Deed Recorded on August 07, 2020 as Document Number [2020-0019355](#), Napa County Records, State of California described as follows.

Commencing at the northwest corner of said Lands of Pritchett Trustee on a curve on the eastern line of California Highway 121 & 29 and the western line of said Lands of Pritchett Trustee, said curve being concave to the west, having a radius of 12,999.62 feet, and to which corner a radial line bears of South 85° 47' 54" East; thence southerly along said curve 289.22 feet through a central angle of 1° 16' 29"; thence South 5° 28' 35" West 418.77 feet to the beginning of a curve concave to the east having a radius of 2,499.93 feet; thence 537.55 feet along said curve through a central angle of 12° 19' 12"; thence South 6° 50' 37" East 114.81 feet to the **Point of Beginning**; thence leaving said west line North 83° 09' 23" East 87.00 feet; thence South 6° 50' 37" East 142.00 feet; thence South 83° 09' 23" West 87.00 feet to said west line; thence along said west line North 6° 50' 37" West 142.00 feet to the **Point of Beginning**.

Basis of Bearing being the bearing between found Caltrans Monuments shown on the map Record of Survey Map No. 5580, filed August 11, 2004 in [Book 36 of Record of Surveys at Page 43-46](#), Napa County Records, as South 5° 28' 48" West and measured as South 5° 28' 35" West. As shown in that Certain Grant Deed to Ailene M. Pritchett recorded June ___, 2024 as Series Number 2024-_____, of Official Records of Napa County.

PTN APN: 043-103-020

PARCEL TWO:

A strip easement across the Lands of Ailene M. Pritchett Trustee of the Ailene M. Pritchett 2020 Revocable Trust as described in a Grant Deed Recorded on August 07, 2020 ad Document Number [2020-0019355](#), Napa County Records, State of California, being 35.00 feet in width adjacent to and lying easterly of the west line of said Lands of Pritchett Trustee described as follows as shown in that certain Property Easement Agreement recorded June ___, 2024 as Series Number 2024-_____, of Official Records of Napa County, further described below:

Beginning at the northwest corner of said Lands of Pritchett Trustee on a curve on the eastern line of California Highway 121 & 29 and the western line of said Lands of Pritchett Trustee, said curve being concave to the west, having a radius of 12,999.62 feet, and to which corner a radial line bears of South 85° 47' 54" East; thence southerly along said curve 289.22 feet through a central angle of 1° 16' 29"; thence South 5° 28' 35" West 418.77 feet to the beginning of a curve concave to the east having a radius of 2,499.93 feet; thence 537.55 feet along said curve through a central angle of 12° 19' 12"; thence South 6° 50' 37" East 114.81 feet to the Point of Terminus.

Basis of Bearing being the bearing between found Caltrans Monuments shown on the map Record of Survey Map No. 5580, filed August 11, 2004 in [Book 36 of Record of Surveys at Page 43-46](#), Napa County Records, as South 5° 28' 48" West and measured as South 5° 28' 35" West.



**First American Title
Company of Napa**

ORDER NO: **0302950A-PC**
UPDATED REPORT #: **3**

PARCEL THREE:

A Private Utility Area easement as shown in that certain Property Easement Agreement recorded June __, 2024 as Series Number 2024-_____, of Official Records of Napa County, further described below:

Commencing at the northwest corner of said Lands of Pritchett Trustee on a curve on the eastern line of California Highway 121 & 29 and the western line of said Lands of Pritchett Trustee, said curve being concave to the west, having a radius of 12,999.62 feet, and to which corner a radial line bears of South 85° 47' 54" East; thence southerly along said curve 289.22 feet through a central angle of 1° 16' 29"; thence South 5° 28' 35" West 418.77 feet to the beginning of a curve concave to the east having a radius of 2,499.93 feet; thence 537.55 feet along said curve through a central angle of 12° 19' 12"; thence South 6° 50' 37" East 256.81 feet to Point of Beginning; thence leaving said west line North 83°09' 23" East 30.00 feet; thence South 6° 50' 37" East 53.00 feet; thence South 83° 09' 23" West 30.00 feet to said west line; thence along said west line North 6° 50' 37" West 53.00 feet to the Point of Beginning.

Basis of Bearing being the bearing between found Caltrans Monuments shown on the map Record of Survey Map No. 5580, filed August 11, 2004 in [Book 39 of Record of Surveys at Page 43-46](#), Napa County Records, as South 5° 28' 48" West and measured as South 5° 28' 35" West.



**First American Title
Company of Napa**

ORDER NO: **0302950A-PC**
UPDATED REPORT #: **3**

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 2024-2025, 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. Rights of the public in and to that portion of the land lying within State Highways 121 and 29..
4. Abutter's rights of ingress and egress to or from State Highways 121 & 29 have been relinquished in the document recorded August 24, 1979 as [Book 1137 at Page 289](#) of Official Records.

5. An easement for roadway and utilities and incidental purposes, recorded December 20, 1989 as [Book 1705 at page 560](#) of Official Records.
In Favor of : Jose Q. Yokoi and Vicenta S. Yokoi

The location of the easement cannot be determined from the public record.

6. The terms and provisions contained in the document entitled "Flood Gates Maintenance and Operation Agreement" recorded December 20, 1989 as [Book 1705 at page 573](#) of Official Records.
7. An easement for levee and flood control easement and incidental purposes, recorded October 30, 2001 as Series Number [2001-0037888](#) of Official Records.
In Favor of : Napa County Flood Control and Water Convesation District

Terms and provisions contained in the above document.

8. The terms and provisions contained in the document entitled "Final Order of Condemnation" recorded October 30, 2001 as Series Number [2001-0037888](#) of Official Records.
9. An easement for road and utilities and incidental purposes, recorded July 10, 2003 as Series Number [2003-0038147](#) of Official Records.
In Favor of : Earla S. Pritchett, a widow, and Ailene S. Plass, a widow, as joint tenants

The location of the easement cannot be determined from the public record.

Terms and provisions contained in the above document.

10. An easement for road and utilities and incidental purposes, recorded July 10, 2003 as Series Number [2003-0038149](#) of Official Records.
In Favor of : Earla S. Pritchett, et al

Terms and provisions contained in the above document.

11. (INTENTIONALLY DELETED)



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12. (INTENTIONALLY DELETED)
13. The effect of a map purporting to show the land and other property, filed August 11, 2004 as [Book 36 at Page\(s\) 43-46](#) of Record of Surveys.
14. The fact that the land lies within the Napa River Watermaster Service Area, as disclosed by an order of the Department of Water Resources of the State of California, a certified copy of which was recorded July 24, 2008 as Series Number 2008-0018850 of Official Records.
15. The terms and provisions contained in the document entitled "Property Easement Agreement" recorded June __, 2024 as Series Number 2024-_____ of Official Records.
16. (INTENTIONALLY DELETED)
17. Water rights, claims or title to water, whether or not shown by the Public Records.
18. Rights of parties in possession.
19. The terms, covenants and provisions of the trust referred to in the vesting herein and all supplements, amendments or modifications thereto, and the effect of any failure to comply with such terms, covenants and provisions.

-END OF EXCEPTIONS-



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Information Notes:

- a. The following taxes are shown for proration purposes only:

General and special taxes and assessments for the fiscal year 2023-2024

First Installment	:	\$208.08 Paid
Second Installment	:	\$208.08 Paid
Tax Rate Area	:	72001
A. P. No.	:	043-103-020
Affects	:	The land and other property

- 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 of 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. 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

05/21/2024

Kevin Dornbush/aft



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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](#)



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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](#)



**First American Title
Company of Napa**

ORDER NO: **0302950A-PC**
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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.

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.

EXHIBIT H
CERTIFICATE OF ACCEPTANCE
GRANT DEED

(APN 043-103-020-000)

Pursuant to California Government Code section 27281, this is to certify that the interest in real property granted from AILENE M. PRITCHETT, TRUSTEE OF THE AILENE M. PRITCHETT 2020 REVOCABLE TRUST, to the NAPA FLOOD CONTROL AND WATER CONSERVATION DISTRICT (“District”), a special district of the State of California, is hereby accepted by order by the District Board on June 18, 2024, and the District consents to the recordation thereof by its duly authorized officer.

Date: _____

RICHARD THOMASSER
District Manager

APPROVED AS TO FORM:
District Legal Counsel

By: *Shana A. Bagley*
Date: May 23, 2024



Napa County

Board Agenda Letter

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Flood Control and Water Conservation District **Agenda Date:** 6/18/2024

File ID #: 24-961

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Andrew Butler - District Engineer
SUBJECT: Amendment No. 2 to Agreement No. 220223B (FC) with HDR Engineering

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement No. 220223B (FC) with HDR Engineering, Inc. (HDR), increasing the maximum amount by \$1,403,999 to a new total of \$6,876,460 to complete design, environmental documentation and permitting of the Floodwalls North of the Bypass Project; and approval of Budget Amendment increasing appropriations by \$2,500,000 in Consulting Services offset by the reduction in appropriations in Land. (Fiscal Impact: \$2,500,000 Expense, Flood Project Budget, Not budgeted; Discretionary)
[4/5 vote required]

BACKGROUND

\$48.3 million was appropriated in the U.S. Army Corps of Engineers (USACE) budget for Federal FY 2021 in the USACE annual Work Plan for the Napa River/Napa Creek Flood Protection Project (Flood Project) to complete the federal responsibilities on the Floodwalls North of the Bypass Project (Increment 2) and the Imola to Hatt Floodwalls Project (Increment 3). These two projects are the remaining elements of the Project that were found to have Federal interest according to the Federal Interest Determination that was produced by USACE in 2020. Staff have been working with the USACE since 2021 on a process to move forward to use the appropriated funds to complete these two elements.

Water Resources Development Act section 204, subd. (b), as amended (33 U.S.C. 2232), authorizes non - Federal interests to undertake construction of certain water resources development projects, with potential credit or reimbursement of the Federal share of that construction pursuant to 204(d), subject to several requirements including that the Assistant Secretary of the Army, before initiation of construction, makes certain determinations, approves the plans for construction, and enters into a written agreement with the non-Federal interest for construction.

This amendment increases the maximum compensation of the District's contract with HDR Engineering, Inc. by \$1,403,999 to a new total of \$6,876,460. HDR is currently under contract with the District to complete the Floodwalls North of the Bypass design. HDR is close to completing the 95% design submittal however, there have been number of necessary changes during the design process as well as unforeseen items that had to be added to the scope of work. Many of these items were caused by USACE, working through a new process to

approve the design under Section 204. This has caused design delays and required additional analyses and work products for distribution that were not originally anticipated in the HDR contract. The scope of work for this amendment is setup to provide assistance with the additional tasks and get the Floodwalls North of the Bypass design to a final level with full USACE approval to move forward with construction.

Requested Actions:

1. Approval and authorization for Chair to sign Amendment No. 2 to Agreement No. 220223B (FC) with HDR Engineering
2. Approval of Budget Amendment increasing appropriations in Subdivision 8001000 Account 52310 offset by the decrease of appropriations in Account 55100

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Without assistance from HDR, the District is unlikely to be able to complete a design satisfactory to the US Army Corps of Engineers which will prevent construction of the next phases of the flood project from advancing.
Is the general fund affected?	No
Future fiscal impact:	Design activities under this contract will continue through FY 2024 -25
Consequences if not approved:	The District will be unable to continue development of the project design.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: ENVIRONMENTAL DETERMINATION: The Napa River/Napa Creek Flood Protection Project was included in the Final Environmental Impact Report/Statement (FEIR/EIS). The FEIR was circulated twice for public comment, from December 19, 1997, to February 13, 1998, and again in October and November 1998 (although not required), then certified by the Board of Directors of the Napa County Flood Control and Water Conservation District on May 4, 1999. The U.S. Army Corps of Engineers certified the Final Supplemental Environmental Impact Statement (FSEIS) on June 9, 1999.

**AMENDMENT NO. 2 TO
NAPA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT AGREEMENT NO. 220223B (FC)**

THIS AMENDMENT NO. 2 OF NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 220223B (FC) (“Agreement”) is made and entered, effective as of the ___ day of _____, 2024 by and between the NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district of the State of California, hereinafter referred to as “DISTRICT,” and HDR Engineering, INC., a Nebraska corporation, whose mailing address is 2365 Iron Point Road, Suite 300 Folsom, CA 95630, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on January 4, 2022, DISTRICT and CONTRACTOR entered into the Agreement for specialized services to complete the design of the Floodwalls North of the Bypass Project (PROJECT) to a 35% level, as directed by the District; and

WHEREAS, on March 14, 2023, DISTRICT and CONTRACTOR amended the Agreement to bring the PROJECT to final design and additional tasks related to design of the project; and

WHEREAS, DISTRICT has recognized necessary design changes during the design process moving from a 35% to a 65% completion level and DISTRICT has also been informed by the U.S. Army Corps of Engineers (USACE) that additional analyses, and work products that were previously unanticipated will be required to obtain final approval of the PROJECT design before DISTRICT can start the advertisement and bidding process, and DISTRICT anticipates the need for additional design services to complete these tasks; and

WHEREAS, CONTRACTOR is willing to continue to provide such additional specialized services to finalize the PROJECT design in preparation for bidding; and

WHEREAS, DISTRICT and CONTRACTOR now desire to modify the provisions of the Agreement to modify the scope of work and increase the maximum compensation by \$1,403,999.00 to a new total of (\$6,876,460.00).

TERMS

NOW, THEREFORE DISTRICT and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Paragraph 2 of the Agreement is hereby amended in full to read as follows:
2. **Scope of services.** CONTRACTOR shall provide DISTRICT those services set forth in Exhibit “A,” attached to the original agreement, Exhibit “A-1,” attached to Amendment 1, and Exhibit “A-2,” attached to this Amendment 2 and incorporated by reference herein.

3. Paragraph 3, subd. (c), of the Agreement is hereby amended to read as follows:

Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of SIX MILLION EIGHT HUNDRED SEVENTY-SIX THOUSAND FOUR HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$6,876,460.00) for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. This Amendment No. 2 shall be effective as of the Effective Date first set forth above.
5. Except as provided in paragraphs (1) through (4), above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 of the Agreement No. 220223B (FC) to be executed as of the date written on the first page of this Amendment.

HDR ENGINEERING, INC., a Nebraska Corporation

By: 

 HOLLY L. KENNEDY, Senior Vice President

“CONTRACTOR”

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

By: _____
 SCOTT SEDGLEY,
 Chair of the Board of Directors

“DISTRICT”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> District Counsel</p> <p>Date: <u>June 4, 2024</u></p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____ Processed By: _____ _____ Deputy Secretary of the District Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District Board</p> <p>By: _____ _____</p>
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EXHIBIT “A-2”

SCOPE OF WORK

CONTRACTOR shall provide DISTRICT with the following services:

I. DESCRIPTION OF SERVICES / SCOPE OF WORK

TASK 1. PROJECT MANAGEMENT

A. PROJECT MANAGEMENT SERVICES, MONTHLY PROGRESS REPORTS, AND INVOICES FOR THE EXTENDED PERIOD OF PERFORMANCE [IN PROGRESS]

- HDR’s Project Manager and Deputy Project Manager will provide Project management services for the duration of this task order, including providing monthly invoices and Project progress reports. The Project progress reports will summarize the work performed during the month; provide current task order budget and schedule status; and identify technical, budget, or schedule issues.

Deliverables:

- Monthly Invoices & Progress Reports (PDF).

Assumptions:

- The extended period of performance is from April 1, 2024, through September 26, 2025, but the majority of the Project management and coordination will end after the U.S. Army Corps of Engineers (USACE) Sacramento District begins the initiation of the routing of the final approval report. This is currently estimated to begin April 17, 2025. The continuation of Project management from April 17, 2025, to September 26, 2025, is to cover the minimal Project management effort to support the preconstruction surveys under Task 3.
- Bid support and engineering support during construction are not included as part of this Amendment and will be included in a future Amendment.

B. USACE IMPLEMENTATION PLAN [NEW TASK]

- HDR will review the Implementation Plan prepared by USACE, provide written comments, and coordinate with the Napa County Flood Control and Water Conservation District (District) and USACE to resolve comments.

Deliverables:

- Written review comments on the Implementation Plan (Microsoft [MS] Excel spreadsheet or comments inserted into the MS Word document).

Assumptions:

- HDR's Principal in Charge, Project Manager, Deputy Project Manager/Civil Lead, and Environmental Lead will perform one review of the Implementation Plan.
- HDR's reviewers will attend up to one virtual meeting (1 hour long) to provide clarifications and resolve comments.

C. USACE REVIEW PLAN [NEW TASK]

- HDR will review the Review Plan prepared by USACE, provide written comments, and coordinate with the District and USACE to resolve comments.

Deliverables:

- Written review comments on the Review Plan (MS Excel spreadsheet or comments inserted into the MS Word document).

Assumptions:

- One review of the Review Plan will be performed by HDR's Principal in Charge, Project Manager, Deputy Project Manager/Civil Lead, and Environmental Lead.
- HDR's reviewers will attend up to one virtual meeting (1 hour long) to provide clarifications and resolve comments.

D. PROJECT DESIGN RECOMMENDATIONS REPORT [NEW TASK]

- The USACE is developing a brief Design Recommendations Report (DRR) summarizing work completed by the Project delivery team (PDT) (District, HDR and USACE) to comply with federal regulations. In support of DRR development, HDR will provide write ups on technical sections, related to HDR's work, to the District and USACE for insertion into the DRR.

Deliverables:

- Write ups on technical sections for the Draft DRR (MS Word).
- Write ups on technical sections for the Final DRR (MS Word).

Assumptions:

- The DRR is a collaborative effort between the USACE, District, and HDR. The USACE is the lead author of the DRR.
- HDR will provide write ups on sections related to HDR's work only. A review of the full DRR is not included.

E. ADDITIONAL PRIMAVERA (P6) PROJECT SCHEDULE SUPPORT FOR THE ORIGINAL PERIOD OF PERFORMANCE [NEW TASK – COMPLETE]

- Amendment No. 1 assumed HDR would prepare an integrated Primavera (P6) schedule that would be updated monthly and coordinated with the District. Based on subsequent coordination with the USACE and District, the level of effort and detail in the P6 schedule was increased to meet the needs of the broader PDT (District, HDR, and USACE). Schedule updates were provided weekly, and HDR's P6 Scheduler met separately with the District and USACE to facilitate updates to the schedule. The P6 Scheduler was also included in the weekly PDT meetings to facilitate schedule walk throughs.

- Additional effort included:
 - Weekly 30-minute meetings attended by four HDR staff (Project Manager, Deputy Project Manager/Civil Lead, Environmental Lead, and P6 Scheduler), the District, and USACE to update the P6 schedule. Meetings began in January 2024 and were ongoing through April 2024.
 - Weekly 30-minute PDT meeting attended by HDR’s P6 Scheduler, the District, and USACE to incorporate changes to the schedule. Meetings began in January 2024 and were ongoing through March 2024.
 - Monthly 2-hour updates to the P6 schedule.

Deliverables:

- Weekly updates to the full P6 schedule and 3-week look ahead (PDF).

Assumptions:

- None.

F. ADDITIONAL PRIMAVERA (P6) PROJECT SCHEDULE SUPPORT FOR THE EXTENDED PERIOD OF PERFORMANCE [NEW TASK – IN PROGRESS]

- HDR will update the current integrated P6 schedule for design; environmental compliance through the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), permitting, and USACE approval process; and a high-level estimated construction duration. HDR will coordinate with the District and USACE to provide a weekly update to the schedule showing current Project progress for the extended period of performance.

Deliverables:

- Draft P6 Project schedule and 3-week look ahead (PDF).
- Weekly updates to the Project schedule and 3-week look ahead (PDF).

Assumptions:

- P6 schedule updates are anticipated to continue through April 2025.
- Up to four HDR staff (Project Manager, Deputy Project Manager/Civil Lead, Environmental Lead, and P6 Scheduler) will attend one standing weekly schedule coordination meeting (30 minutes) with the District and USACE to update the P6 schedule. This meeting will be virtual.
- HDR’s P6 Scheduler will hold additional coordination meetings with the District, USACE, and HDR design team leads to incorporate changes to the schedule through the remaining Project duration, and will spend an additional 8 hours per month revising the schedule.
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TASK 2. PROJECT DELIVERY TEAM COORDINATION MEETINGS FOR THE EXTENDED PERIOD OF PERFORMANCE

A. WEEKLY DISTRICT, USACE, AND HDR COORDINATION MEETINGS FOR THE EXTENDED PERIOD OF PERFORMANCE [IN PROGRESS]

- HDR will attend two weekly coordination meetings for the duration of the extended period of performance: one meeting with the District and one meeting with the District and USACE (PDT coordination meetings). These meetings will inform the District and PDT,

respectively, of progress to date; critical activities; interdependencies of work products; key issues and resolutions; schedule status; and key decisions.

Deliverables:

- Meeting agendas and notes (PDF).

Assumptions:

- Weekly coordination meetings will continue through April 2025.
- HDR and District coordination meetings will be held weekly and attended by up to four HDR staff (Project Manager, Deputy Project Manager/Civil Lead, Environmental Lead, an additional technical lead will attend every third meeting. Meetings) will be virtual and up to 30 minutes each.
- HDR, District, and USACE PDT coordination meetings will be held weekly and attended by up to four HDR staff (Project Manager, Deputy Project Manager/Civil Lead, Environmental Lead, and P6 Scheduler). Meetings will be virtual and up to 1 hour each.

B. ADDITIONAL EFFORT FOR ISSUE-SPECIFIC DISTRICT COORDINATION MEETINGS FOR THE EXTENDED PERIOD OF PERFORMANCE [NEW TASK – IN PROGRESS]

- HDR will attend weekly meetings with the District to discuss Project-specific issues and potential resolutions with the intent of progressing the Project design.

Deliverables:

- Meeting agendas and notes (PDF).

Assumptions:

- Weekly issue-specific meetings will continue through April 2025.
- Meetings will be held weekly and attended by up to five HDR professionals (Project Manager, Deputy Project Manager/Civil Lead, and up to three additional technical leads attending one-third of the meetings). Meetings will be virtual and up to 1 hour each.

C. WEEKLY HDR PROJECT DELIVERY TEAM COORDINATION MEETINGS FOR THE EXTENDED PERIOD OF DESIGN [IN PROGRESS]

- HDR design leads will attend weekly PDT coordination meetings to discuss ongoing coordination between the disciplines.

Deliverables:

- Meeting agendas and notes (PDF).

Assumptions:

- Weekly coordination meetings will continue through April 2025.
- Meetings will be held weekly to discuss ongoing coordination between the disciplines and will be attended by the Project Manager, Deputy Project Manager/Civil Lead, Environmental Lead, Structural Lead, Geotechnical Lead, Utility Lead, Landscaping Lead, and Quality

Control Lead.

- Meetings will be virtual and up to 1 hour each.

TASK 3. ENVIRONMENTAL DOCUMENTATION AND PERMITTING

• The Project is subject to compliance with CEQA and NEPA as well as several other environmental regulations, specifically the Endangered Species Act (ESA), California Endangered Species Act (CESA), Clean Water Act (CWA), Clean Air Act (CAA), and National Historic Preservation Act (NHPA). The District will be the CEQA lead agency. The USACE will be the NEPA lead agency.

3.1.1 ENVIRONMENTAL DOCUMENTATION – SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT/ ENVIRONMENTAL IMPACT REPORT

- The following Scope of Work pertains to the preparation and completion of a Supplemental Environmental Assessment (EA)/ Environmental Impact Report (EIR), which the PDT determined to be the appropriate level of documentation in September 2023.

A. GEOTECHNICAL NOTICE OF EXEMPTION [COMPLETE]

- No changes or additions to the Scope of Work for this subtask.

B. CEQA/NEPA VALIDATION OF APPROACH [COMPLETE]

- No changes or additions to the Scope of Work for this subtask.

C. DRAFT PROJECT DESCRIPTION [COMPLETE]

- No changes or additions to the Scope of Work for this subtask.

D. ADDITIONAL EFFORT FOR THE REVISED DRAFT PROJECT DESCRIPTION [NEW TASK – IN PROGRESS]

- The Draft Project Description was developed in parallel with and based on the 35% Project design and was provided to the USACE and District for review in December 2023. USACE’s comments on the Draft Project Description were provided via email and were not tracked. Therefore, USACE’s comments had to be added to the file by HDR staff and interpreted. Subsequent design revisions, made after the 35% design submittal based on the risk assessment and dry bypass design alternatives workshops, and design changes resulting from USACE and District reviews, require additional revisions to the Draft Project Description and incorporation into the Administrative Draft Supplemental EA/EIR (Task 3.1, Subtask F).
- HDR will revise the December 2023 Draft Project Description and submit it electronically to the District and USACE for review and approval.

Deliverables:

- Revised Draft Project Description (PDF and MS Word).

Assumptions:

- Future design changes may require additional changes to the Revised Draft Project Description and Administrative Draft

Supplemental EA/EIR. If changes are substantial and require substantial revisions to the Administrative Draft Supplemental EA/EIR, then a separate Scope of Work and fee would be prepared for a subsequent Amendment.

- See the list of assumptions below that pertain to Task 3.1 subtasks (Section 3.1.1)

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E. INITIAL STUDY CHECKLIST AND NOTICE OF PREPARATION [COMPLETE]

- No changes or additions to the Scope of Work for this subtask.

F. ADMINISTRATIVE DRAFT SUPPLEMENTAL EA/EIR [IN PROGRESS]

- No changes or additions to the Scope of Work for this subtask.

G. SECOND ADMINISTRATIVE DRAFT SUPPLEMENTAL EA/EIR [NEW TASK]

- HDR will incorporate the District and USACE’s comments on the Administrative Draft Supplemental EA/EIR and prepare the Second Administrative Draft Supplemental EA/EIR. HDR will provide an electronic copy of the Second Administrative Draft Supplemental EA/EIR for USACE subject-matter-expert back-check review and District review. The District and USACE subject matter experts will evaluate HDR’s comment resolution and determine if HDR has appropriately addressed the District and USACE’s comments.

Deliverables:

- Second Administrative Draft Supplemental EA/EIR (PDF and MS Word).

Assumptions:

- See the list of assumptions below that pertain to the Task 3.1 subtasks (Section 3.1.1).

H. SCREEN-CHECK DRAFT SUPPLEMENTAL EA/EIR [NEW TASK]

- The USACE requested that Office of Counsel review be separate from the subject matter expert reviews and back checks, resulting in a “screen-check” Draft Supplemental EA/EIR. HDR will incorporate the District and USACE’s comments received on the Second Administrative Draft Supplemental EA/EIR and prepare the screen-check Draft Supplemental EA/EIR. HDR will submit the screen-check Draft Supplemental EA/EIR to the District and USACE Office of Counsel for review prior to approval for public distribution.

Deliverables:

- Screen-check Draft Supplemental EA/EIR (PDF and MS Word).

Assumptions:

- See the list of assumptions below that pertain to the Task 3.1 subtasks (Section 3.1.1).

I. ADDITIONAL EFFORT FOR THE PUBLIC DRAFT SUPPLEMENTAL EA/EIR [NOT YET INITIATED]

- HDR will prepare the Revised screen-check Draft Supplemental EA/EIR based on District and USACE Office of Counsel comments received on the Screen-check Draft Supplemental EA/EIR (see Task 3.1, Subtask H). As a part of this process, HDR will provide the District and USACE with an electronic copy of a Revised screen-check Draft Supplemental EA/EIR to review and determine if the District and USACE Office of Counsel comments have been appropriately addressed prior to finalization of the Public Draft Supplemental EA/EIR. The Public Draft Supplemental EA/EIR will then be prepared for publication as indicated in the original contract Amendment 1 scope of work, and will be circulated for a 45-day public review period as required by CEQA (30-day review period for an EA).

Deliverables:

- Revised screen-check Draft Supplemental EA/EIR (PDF and MS Word).

Assumptions:

- Based on experience with USACE Office of Counsel reviews, HDR has assumed it will take approximately 120 hours to address USACE Office of Counsel comments and make additional revisions to the Draft Public Supplemental EA/EIR.
- See the list of assumptions below that pertain to the Task 3.1 subtasks (Section 3.1.1).

J. RESPONSE TO COMMENTS, FINAL SUPPLEMENTAL EA/EIR, AND MITIGATION, MONITORING AND REPORTING PROGRAM [NOT YET INITIATED]

- No changes or additions to the Scope of Work for this subtask.

3.1.2 SUPPLEMENTAL EA/EIR ASSUMPTIONS

- HDR will support the District and USACE in evaluating the environmental documentation approach and findings to support the CEQA/NEPA process. If subsequent analysis or environmental documentation is necessary, HDR will work with the District to determine the additional level of effort, and will provide scope and fee to support this effort.
- No other studies, modeling, or surveys are included in this Scope of Work outside of what is provided below to support the CEQA/NEPA document.
- HDR will submit deliverables electronically.
- The District will consolidate its comments and provided them to HDR electronically in a single, tracked-changes MS Word document.
- USACE will consolidate its comments and provide them to HDR electronically in a single, tracked- changes MS Word document.
- The District will be the lead agency for CEQA. The City of Napa is a CEQA Responsible Agency. An estimated level of effort for incorporation of

City of Napa comments on the Draft Public Supplemental EA/EIR has been included in the fee.

- The USACE will be the lead agency for NEPA and is the only reviewing agency for the Supplemental EA/EIR. No other CEQA-responsible or cooperating agencies will be included in the Supplemental EA/EIR development.
- The District will be responsible for maintaining the mailing list, CEQA noticing, publications, and other lead agency activities.
- The USACE will be responsible for maintaining the mailing list, NEPA noticing, publications, and other lead agency activities.
- It is assumed that the District will coordinate and pay facility rental fees for the scoping and public meetings. No court reporter, professional facilitator, or meeting transcripts are included in the cost estimate.
- The District will be responsible for filing fees associated with filing the Supplemental EA/EIR and Notice of Determination with the county clerk.
- The USACE will be responsible for posting the EA and Finding of No Significant Impact (FONSI) in the *Federal Register*.
- It is assumed that no recirculation of the Draft Supplemental EA/EIR will be required due to the public and agency comments received.
- It is assumed that from this point forward, no substantive changes to the Project Description and technical analyses will be necessary for preparation of the Draft Public Supplemental EA/EIR.
- It is assumed that no substantive changes to the Project Description, technical analyses, or impact conclusions will be necessary for preparation of the Final Supplemental EA/EIR as a result of public or agency comments during the public review period.
- Monthly Project meetings regarding the environmental tasks were originally anticipated for the original 14-month CEQA/NEPA schedule. Meetings are anticipated to be virtual, via MS Teams or telephone. The period of performance for this Amendment has been extended to April 2025. The HDR Environmental Lead has been participating in weekly coordination meetings with the District, and weekly schedule and PDT meetings with the USACE and District. It is anticipated that this participation will be extended through April 2025. Hours associated with this effort are accounted for under Task 2. Additional bi-monthly environmental meetings per the District's request are included under Task 3.3, Subtask O. Meetings are anticipated to be virtual, via MS Teams or telephone.
- The Supplemental EA/EIR will need to be compliant with California Assembly Bill (AB) 434 for accessibility; therefore, this effort is included in the fee. The scope and fee do not assume that the CEQA/NEPA document needs to be Section 508 of the Rehabilitation Act compliant (federal).
- The schedule is dependent on the timeliness of the PDT's response to data needs and review of document sections.
- AB 52 compliance documentation will be developed under a separate task.

3.2 ENVIRONMENTAL TECHNICAL STUDIES

A. ADDITIONAL EFFORTS FOR BIOLOGICAL RESOURCES [COMPLETE]

- It was determined during the 65% Design submittal review that four additional staging areas are needed to facilitate construction. HDR Biologists surveyed these staging areas for habitat conditions and potential special-status species in April 2024. Habitat mapping and the biological resources assessment were updated at that time to reflect the additional staging areas. HDR will include the maps in the Draft Supplemental EA/EIR.

Deliverables:

- Updated habitat mapping and habitat impact calculations to be included in the Draft Supplemental EA/EIR.

Assumptions:

- Two HDR Biologists completed field surveys during 1 day.
- No additional site visits or surveys will be required for the biological resources section of the Draft Supplemental EA/EIR.

B. ADDITIONAL EFFORTS FOR CULTURAL AND TRIBAL RESOURCES [COMPLETE]

- A review of the 1999 Napa River/Napa Creek Flood Reduction Project Final Supplemental Environmental Impact Statement/EIR indicates that, in coordination with the State Historic Preservation Officer (SHPO), a Memorandum of Agreement (MOA) was to be developed to implement appropriate mitigation measures for the destruction of precontact archaeological site CA-NAP-261 (the River Glen Site). The status of the MOA was unknown at the time Contract Amendment 1 was prepared; therefore, it was not clear what steps were needed to resolve effects to CA-NAP-261. The Section 106 compliance approach changed in July/August 2023 after locating and reviewing the original Programmatic Agreement (PA) for the overall flood project. Through coordination with the USACE, and after three PDT meetings, it was determined that the Project (Increment 2) could proceed under the existing PA since it has no sunset clause. Therefore, the USACE asked for assistance in continuing consultation under Section 106. HDR prepared the continued consultation letter and assisted with submitting the letter to the USACE, previous consulting parties, and Tribes (as part of AB 52) in August 2023.

Deliverables:

- Draft and Final Section 106 Continued Consultation Letter (PDF)

Assumptions:

- HDR had originally assumed that an MOA under Section 106 had been established in 1999 and covered the Project area. This assumption changed when the PA that was established for the overall flood protection project was provided in July 2023. The PA is still valid; therefore, it was determined that consultation under Section 106 should

be continued. CA-NAP-261's status and the PA stipulations were not known at the time Contract Amendment 1 was prepared; therefore, additional coordination time and reviews have occurred to update the Section 106 compliance approach.

C. CA-NAP-261 (RIVER GLEN SITE) SUBSURFACE INVESTIGATIONS [NEW TASK – COMPLETE]

- After review of the PA and during preparation of the Draft Historic Properties Survey Report, it was determined through coordination with the USACE and after several meetings in July, August, and September 2023 that further investigation within known archaeological site CA-NAP-261 was warranted to define site limits and determine the proposed Project's effects. HDR prepared a Draft Work Plan for subsurface investigations within archaeological site CA-NAP-261. HDR submitted the Draft Work Plan to the District and USACE for review. HDR then prepared a Final Work Plan based on the District and USACE's comments. The Final Work Plan was shared with the Yocha Dehe and Mishewal-Wappo Tribes. Through coordination with the Tribes, additional revisions were made to the Work Plan, and it was re-finalized.
- Preparations were then made for subsurface investigations at archaeological site CA-NAP-261. Utility locating services and subsurface investigations were conducted in December 2023. Approximately four HDR Cultural Resources Specialists were on site for 3 days. After the subsurface investigations were completed, the results were incorporated into the Draft Historic Properties Inventory Report. The Draft Historic Properties Inventory Report was submitted in January 2024 to the District and USACE for review. HDR then prepared the final Historic Properties Inventory Report based on the District and USACE's comments. Additional follow up was also required with the Tribes due to USACE's comments. The Final Historic Properties Inventory Report and finding of effect letter were submitted to the Tribes and SHPO for review in March 2024.

Deliverables:

- Draft and Final Work Plan for the CA-NAP-261 (River Glen Site) (PDF).
- Spatial data to incorporate into Project design for avoidance purposes, if necessary.

Assumptions:

- Four HDR Cultural Resources Specialists completed field surveys over three 10-hour (including travel time) field days.
- This task did not include preparation of mitigation and/or treatment plans for adverse effects/significant impacts. Task 3.3, Subtasks M and N address development of treatment plans and implementation of treatment plans, respectively.

3.3 ENVIRONMENTAL PERMITTING AND CONSULTATION SUPPORT

A. CLEAN WATER ACT SECTION 404 PERMIT [IN PROGRESS]

- No changes or additions to the Scope of Work for this subtask.

B. CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION/WASTE DISCHARGE REQUIREMENTS PROGRAM [IN PROGRESS]

- No changes or additions to the Scope of Work for this subtask.

C. NATIONAL MARINE FISHERIES SERVICE ESA SECTION 7 CONSULTATION [IN PROGRESS]

- No changes or additions to the Scope of Work for this subtask.

D. U.S. FISH AND WILDLIFE SERVICE ESA SECTION 7 CONSULTATION [IN PROGRESS]

- No changes or additions to the Scope of Work for this subtask.

E. FISH AND WILDLIFE COORDINATION ACT [NEW TASK]

- The Fish and Wildlife Coordination Act (FWCA) of 1958, as amended (16 U.S. Code [U.S.C.] §661 et seq.) requires that federal agencies consult with the U.S. Fish and Wildlife Service (USFWS) and the head of the agency exercising administration over the wildlife resources of the particular state, “whenever the waters of any stream or other body of water are proposed or authorized to be impounded, diverted, the channel deepened, or the stream or other body of water otherwise controlled or modified for any purpose whatever” (16 U.S.C. 662). FWCA compliance was completed for the overall flood protection project in 1999. Supplemental FWCA reporting was completed in 2009 for the Napa Creek portion of the overall flood protection project. As a result, the USACE anticipates that the current Increment 2 design will also require a Supplemental Coordination Act Report. HDR will assist the USACE in compiling the Supplemental Coordination Act Report. The USACE will be the lead author for the Supplemental Coordination Act Report, which will be based largely off the Supplemental USFWS and National Marine Fisheries Service (NMFS) Biological Assessments (BAs). HDR will provide additional species information within the Project area to the USACE that may not be covered by the Supplemental USFWS and NMFS BAs for inclusion in the Supplemental Coordination Act Report. Documentation of compliance with the FWCA will be included in the Draft Supplemental EA/EIR.

Deliverables:

- None.

Assumptions:

- HDR will only support the USACE for this task. The USACE will be the lead author for the Supplemental Coordination Act Report.
- No additional habitat mapping nor habitat impact calculations

will be required to support the Supplemental Coordination Act Report.

F. CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE 2081 INCIDENTAL TAKE PERMIT [IN PROGRESS]

- No changes or additions to the Scope of Work for this subtask.

G. CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE LAKE AND STREAMBED ALTERATION AGREEMENT [IN PROGRESS]

- No changes or additions to the Scope of Work for this subtask.

H. PRECONSTRUCTION BAT SURVEYS [NEW TASK]

- HDR will conduct a total of three daytime preconstruction surveys and six nighttime surveys within the Project area, specifically at the Lincoln Avenue Overcrossing (Bridge) and the surrounding riparian corridor. Preconstruction surveys will occur during summer and fall months (July through October) prior to work activities. Nighttime preconstruction surveys will occur on the same day of a daytime survey as well as the following night (two consecutive evenings). At least one qualified bat biologist will lead survey efforts in these cases. The HDR Biologist will survey the bridge, related infrastructure, and surrounding trees for bat signs, roosts, or individuals. HDR will summarize the survey results in a Technical Memorandum submitted to the District and USACE.

Deliverables:

- Draft and Final Technical Memorandum summarizing the results of each daytime and nighttime survey (PDF and MS Word).

Assumptions:

- One round of USACE and District review of the Draft Technical Memorandum is assumed to finalize the document.

I. BAT MITIGATION PLAN [NEW TASK]

- If bats are determined to be present, or their presence cannot categorically be ruled out, HDR will develop a Bat Mitigation Plan (BMP). The BMP will outline strategies to minimize impacts on bats during construction activities associated with in-water work at the Lincoln Avenue Overcrossing (Bridge). The BMP will address the need for follow-up surveys, long-term monitoring, and/or potential for humane bat eviction and exclusion, if deemed necessary. The BMP is completely contingent on the results of preconstruction surveys described in the Task3.3, Subtask H. HDR will submit the BMP to the District and USACE.

Deliverable:

- Draft and Final BMP (PDF and MS Word).

Assumptions:

- One round of USACE and District review of the Draft BMP is assumed to finalize the document.
- This task does not include implementation and monitoring of

the BMP, which would be covered under a separate Scope of Work and fee in a subsequent Amendment.

J. CITY OF NAPA TREE PERMIT SUPPORT [NEW TASK]

- Through coordination with the District and landscaping team, it was determined that a City of Napa tree permit is needed for the trees that are anticipated to be removed within the Project footprint. HDR will support the District with this task by helping to identify the protected trees that fall under the tree ordinance within the Project footprint. HDR will develop a table that identifies the protected trees to be removed within the Project footprint based off the tree survey data that has been collected for the Project. HDR will provide this table to the District so it can develop the tree permit application. The District will be responsible for preparing, submitting, and obtaining the tree permit for the Project.

Deliverable:

- Table of protected trees to be removed by the Project for inclusion in the tree permit application (MS Excel or MS Word).

Assumptions:

- HDR will use previously collected tree survey data for this task. HDR will not complete additional tree surveys under this task.
- HDR will not complete a certified arborist survey under this task. If a certified arborist survey is necessary, additional scope and fee will be prepared and included in a subsequent Amendment.
- HDR will not complete a site visit and tree tagging under this task. If tree tagging is necessary, additional scope and fee will be prepared and included in a subsequent Amendment.
- The District will lead preparation and submittal of the tree permit to the City of Napa.

K. ADDITIONAL EFFORT FOR AGENCY COORDINATION [IN PROGRESS]

- HDR's Environmental Lead and Senior Biologists will coordinate directly with resource agency staff to facilitate permit issuance. This additional coordination involved/will involve:
 - One Early Agency Coordination Meeting to reintroduce the Project to the California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board, USFWS, and NMFS, and to inform them of the current design and Project schedule. This meeting occurred on January 17, 2024.
 - Up to 10 additional hours of post-application submittal coordination time for each resource agency—USACE San Francisco Regulatory Division, CDFW, NMFS, and USFWS—to provide written responses to resource agency comments necessary to deem the applications/consultations complete.

Deliverable:

- MS PowerPoint presentations, meeting agendas, and notes (PDF).

Assumptions:

- If, over the course of the Project, it is determined that additional coordination time is needed to secure permits and complete consultations beyond what has been assumed and included in the original Contract Amendment 1 and this Amendment, then additional fee will be prepared and included in a subsequent Amendment.

L. NHPA SECTION 106 CONSULTATION [IN PROGRESS]

- No changes or additions to the Scope of Work for this subtask.

M. HISTORIC PROPERTIES TREATMENT PLAN [NEW TASK – NOT YET INITIATED]

- A previous National Register of Historic Places (NRHP) eligibility assessment has determined that site CA-NAP-241 (the River Glen site) is eligible for the NRHP under Criterion D. The floodwall will physically affect the portion of the site that contributes to the significance of CA-NAP-241; therefore, the floodwall will cause an adverse effect on this historic property (pending SHPO concurrence). HDR will conduct the data recovery work to partially resolve the adverse effect in accordance with the Project's PA and Section 106 of the NHPA.
- HDR will prepare a Historic Properties Treatment Plan (HPTP), which includes a research design that will guide the field excavation strategy, laboratory and special study analyses, and interpretation. Previous subsurface excavations have demonstrated that the site is large, and parts of it are likely to be highly disturbed. However, the Project will only impact a small portion of the site, though admittedly the densest and most potentially sensitive part of the site. Accordingly, the data recovery effort will focus on locations likely to be disturbed or destroyed by Project construction. However, HDR acknowledges that the proposed effort in the HPTP is subject to consultation and up to two rounds of review by the participating Native American Tribes, USACE, and SHPO.
- To guide the fieldwork, laboratory processing, artifact analyses, and site interpretation, HDR will develop an HPTP containing the following elements:
 - A research design laying out the questions to be addressed through data recovery work, and informed by and building upon the findings in previous investigations.
 - A description of how the research design follows the requirements of the PA as well as the Secretary of the Interior (SOI) and SHPO guidelines.
 - A description of HDR's personnel qualifications.
 - A description of how placement of excavation units will be determined in the field.
 - A description of excavation techniques to be used.

- HDR’s screening and collection strategy.
- A description of the laboratory work and proposed special studies (e.g., lithic analysis, radiocarbon dating, obsidian hydration (OH) analysis, X-ray fluorescence (XRF) sourcing, starch grain analysis) to be completed.
- An estimated schedule for conducting field excavations and laboratory work associated with the Project and the analytical framework for analysis.
- The HPTP will also include specific protocol to be followed in the case of an inadvertent discovery of human remains. The provisions of the California Health and Safety Code and Public Resources Code will be fully adhered to, including contacting the Napa County coroner and the Native American Heritage Commission should human remains be discovered.
- The HPTP will provide accommodation for the uncertainties inherent in field work, allowing units to be moved, added, or dropped depending on results.

Deliverables:

- Draft, Revised Draft and Final HPTP (PDF and MS Word).
- Curation agreement (when finalized with approved repository).

Assumptions:

- Up to two rounds of review of the HPTP by the participating Native American Tribes, USACE, and SHPO.

**N.HISTORIC PROPERTIES TREATMENT PLAN
IMPLEMENTATION [NEW TASK – NOT YET INITIATED]**

- HDR will implement the data recovery program developed and approved in the HPTP. Fieldwork will conform to the research design, and the District, USACE, and participating Native American Tribes will review and approve variation from the HPTP. SOI-qualified personnel will oversee and directly supervise fieldwork. Additional fieldwork tasks include a pre-excavation walkover of the site to confirm the location of the excavation units, site photography, mapping, soil profiling, and unit backfilling. Following completion of the data recovery excavation, HDR will sort, process, and analyze the site assemblage.
- Based on artifact counts from previous investigations, HDR assumes that approximately 7,000 lithic artifacts, 70 to 90 flaked and ground stone tools, and faunal remains will be recovered during data recovery excavations. Radiocarbon and starch grain sample extractions will be completed during fieldwork, prepared in HDR’s laboratory, and submitted to the various specialists/laboratories for analysis.
- Assumptions include:
 - The data recovery excavation effort will consist of an estimated 7.0 cubic meters of cultural deposit and will exclude the postdeposition disturbance observed in the upper approximately 40 centimeters of the site.

- No historic-era features will be encountered requiring documentation. Recovery of historic-era artifacts will be minimal and is not a focus of the excavation.
- No more than one subsurface precontact feature will be identified during excavation.
- Fieldwork can be completed in up to 12 field days with a crew of 5 field archaeologists: 1 Field Director, 1 Crew Chief, 2 Field Technicians, and 1 Field Laboratory Technician.
- The Principal Investigator will be in the field for 50 percent of the time.
- Two HDR laboratory technicians will complete laboratory sorting and cataloging at HDR's facility in Sacramento, California.
- If applicable, special studies will consist of radiocarbon dates by Beta Analytic, and XRF/OH samples by Northwest Research Obsidian Studies Laboratory and Willamette Analytics.
- HDR will complete final curation preparation following completion of special studies, and will conform to the standards of the approved curation facility.
- HDR will prepare a technical report, which will follow a standard *Archaeological Resource Management Report* (published in 1990 by the California Office of Historic Preservation) format, incorporating and considering the results of the previous excavations.
- HDR will distribute the technical report to the District, USACE, and participating Native American Tribes for review and comment prior to completion.

Deliverables:

- Draft, Revised Draft, and Final technical report (PDF and MS Word).

Assumptions:

- No historic-era features will be encountered that require documentation.
- No more than one subsurface precontact feature will be identified during excavation.
- Fieldwork can be completed in up to 12 field days with a crew of 5 field archaeologists: 1 Field Director, 1 Crew Chief, 2 Field Technicians, and 1 Field Laboratory Technician.
- The Principal Investigator will be in the field for 50 percent of the time.
- The number and placement of excavation units may be revised based on observed conditions provided data recovery goals detailed in the HPTP are met.
- Final curation costs will be determined by the specific repository and are not included herein.
- Removal, analysis, and repatriation of encountered human remains during excavation will follow the approved protocol detailed in the HPTP (see Task 3.3, Subtask M) and will not significantly affect the excavation's schedule, scope, or budget.

O. BI-MONTHLY DISTRICT, USACE, AND HDR ENVIRONMENTAL MEETINGS FOR THE EXTENDED PERIOD OF PERFORMANCE [IN PROGRESS]

- HDR will attend environmental coordination meetings with the District and USACE twice per month for the duration of the extended period of performance. These meetings will inform the District and USACE of environmental-related task progress to date; critical activities; interdependencies of work products, including the design; key issues and resolutions; schedule status; and key decisions.

Deliverables:

- Meeting agendas and notes (PDF).

Assumptions:

- Bi-monthly environmental coordination meetings will continue through April 2025.
- Up to four HDR staff (Environmental Lead, Permitting Lead, Cultural Resources Lead, Supplemental EA/EIR Task Lead) will attend bi-monthly environmental coordination meetings.
- Meetings will be virtual and up to 1 hour each.

TASK 4. HAZARDOUS AND TOXIC MATERIALS SUPPORT

- No changes or additions to the Scope of Work for this task.

TASK 5. ECONOMICS

- No changes or additions to the Scope of Work for this task.

TASK 6. SITE RECONNAISSANCE

- No changes or additions to the Scope of Work for this task.

TASK 7. SUPPLEMENTAL SURVEY AND POTHOLING SURVEY FOR FINAL DESIGN

- No changes or additions to the Scope of Work for this task.

TASK 8. HYDROLOGY AND HYDRAULICS

- No changes or additions to the Scope of Work for this task.

TASK 9. SCOUR AND EROSION PROTECTION

- No changes or additions to the Scope of Work for this task.

TASK 10. GEOTECHNICAL

A. SITE INTERPRETATION AND PRESENTATION OF GEOTECHNICAL HISTORICAL DATA BASED ON 35% DQA COMMENTS [NEW TASK – COMPLETE]

- Analysis prepared for the 35% design submittal used soil information previously presented by USACE. However, based on review comments received on the 35% design submittal, USACE required additional

compilation, interpretation, discussion, and presentation of this past geotechnical data. The following tasks are required to address USACE's comments:

- Collect, review, and interpret available information on geologic conditions within the Project area to present a discussion of regional and site geology and seismicity.
- Prepare plan and profile drawings, and provide a geologic interpretation of subsurface conditions along the Project alignment as follows:
 - Obtain from USACE electronic records of past boring logs to develop boring sticks for soil profiles;
 - Manually generate boring stick and cone penetrometer test (CPT) traces from the PDF copies of explorations since electronic records of past CPTs and many of the past borings are not available. The sticks will include summaries of geotechnical data such as material type, sampler blow counts, and laboratory test data, where available;
 - Prepare plan and profile views of explorations; and
 - Make geologic and stratigraphic interpretations of subsurface conditions along the entire Project alignment.

Deliverables:

- Plan and profile figures to be included in 65% DDR (PDF).

Assumptions:

- USACE will provide available historic boring and CPT logs.

B. ADDITIONAL GEOTECHNICAL ANALYSIS FOR THE 65% DRY BYPASS ALTERNATIVE 2 DESIGN SUPPORT [NEW TASK – COMPLETE]

- HDR's original assumption for the geotechnical work associated with the Dry Bypass was that geotechnical information from the original Dry Bypass design and construction could be used to support the design of the floodwall closures and structures. However, due to the complexity of the additional structures and their interface with the floodwall, additional geotechnical analysis and design was required to support the 65% Design of the Dry Bypass. As agreed to with the District, the additional geotechnical analysis was completed using existing data, and no new data collection was performed. The design support and analysis consisted of the following:
 - Perform seepage and stability analyses at the following location along the proposed closure sections:
 - i. A representative cross section across the proposed vault structure for the closure section north of the Soscol Bridge abutment.
 - Perform steady-state seepage analyses at one cross section location for:
 - ii. Water at the design 100-year water surface elevation (WSE); and
 - iii. Water at top of wall WSE (100-year WSE plus 3 feet).
 - Perform analyses at one cross section location for:

- i. End of construction (EOC) stability.
- ii. Long-term landside stability under steady-state seepage conditions at a typical non-storm period WSE.
- iii. Long-term landside stability under steady-state seepage conditions with water at the design WSE.
- iv. Long-term stability under steady-state seepage conditions with water at top of wall elevation.
- v. Waterside rapid drawdown conditions.
- Perform settlement analysis at a location where the greatest amount of fill will be placed to estimate maximum magnitude of consolidation settlement and immediate settlement that could occur following embankment, structure, and T-wall construction.
- Develop design seismic events for the Operating Basis Earthquake (OBE) and Maximum Design Earthquake (MDE) for the structures.
- Perform analyses to estimate potential for liquefaction triggering and magnitudes of liquefaction-induced settlement for the OBE and MDE at a representative location for the vault/floodwall structure.
- Perform analyses to estimate waterside pseudo-static seismic stability and magnitudes of waterside slope deformations for the vault/floodwall structure for the OBE and MDE events.
- Develop and provide geotechnical recommendations for use in the design and incorporation into the specifications.

These include recommendations for:

- i. Earthwork, including site preparation, subgrade preparation, engineered fill material, and fill placement and compaction.
- ii. Floodwall and vault structure foundation support recommendations, including soil-bearing capacity and modulus of subgrade reaction.
- iii. Lateral loads on floodwalls, including static wall pressures and seismic wall pressures.
- iv. Resistance to lateral loads on vault structure, including frictional resistance, passive pressure resistance, and passive pressure mobilization relationship (load versus displacement curve).
- Present the information described above in the 65% DDR for the Dry Bypass Alternative 2 design.

Deliverable:

- Geotechnical section in 65% DDR for Dry Bypass Alternative 2 Design.

Assumptions:

- As agreed with the District, HDR will base design of the Dry Bypass facilities on available, existing geotechnical data, and acquisition of additional geotechnical data will not be required.
- HDR will base the design on data from the following sources:
 - USACE Napa River Geotechnical Basis of Design Report (BODR);

- Logs of borings by Kleinfelder Inc. for the Soscol Avenue Bridge (as presented in 1999 drawings); and
- Logs of test borings by Transystems for the Napa Valley Wine Train (NVWT) Relocation project (as presented in 2006 drawings).
- HDR will conduct the seepage and stability analysis in accordance with USACE Engineer Manual (EM) 1110-2-1913, EM 1110-2-1902, and EM 1110-2-2502:
 - Development of seismic events for the OBE and MDE will follow guidance in EM 1110-2-2502.

**c. ADDITIONAL ANALYSIS TO ADDRESS 65% DQA/ATR
COMMENTS ON THE INCREMENT 2 FLOODWALLS [NEW TASK – COMPLETE]**

- The USACE also required soil-structure interaction analysis at multiple bend locations in the floodwall along Increment 2. Soil spring relationships (load versus displacement curves) were developed for use in soil-structure interaction analysis at these wall bend locations.

Deliverables:

- Tables presenting soil spring relationships (PDF).

Assumptions:

- Soil spring relationships are based on existing soil data.

**d. ADDITIONAL ANALYSIS TO ADDRESS 65% DQA/ATR
COMMENTS ON RIVERBANK SLOPE STABILITY [NEW TASK – COMPLETE]**

- The geotechnical slope stability work related to the riverbank scour analysis required by USACE was unanticipated. The original premise was that riverbank slopes were to be protected/fortified where needed such that no scour would occur and, therefore, no geotechnical stability analyses related to scour would be needed.

Deliverables:

- PDF figures presenting results of the stability analyses at Station (STA) 6+20 and STA 36+50 for incorporation into the scour analysis.

Assumptions:

- Stability analyses were performed at STA 6+20 and STA 36+50, corresponding to scour evaluation locations.

**e. ADDITIONAL EFFORT TO PREPARE MEMOS
REGARDING BORINGS AND SITE CLASSIFICATION
[NEW TASK – COMPLETE]**

- Addressing USACE comments received on the 65% DQA and ATR reviews will require the following unanticipated additional analyses:
 - Requests for more detailed discussion and presentation of the basis for the soil parameters used for analyses.

- Stability analysis for cross sections using a bi-linear soil strength envelope rather than the originally used single line envelope, which was selected based on the original USACE BODR.
- Seepage analysis at the STA 15+00 and STA 22+95 cross sections assuming a seepage block is in the permeable layers.
- Sensitivity analyses for cross sections, including adjusting stratigraphy and soil parameters to better bracket potential variation in subsurface conditions.

Deliverables:

- Response to comments to be provided in the (MS Excel) comment logs.
- Memoranda (MS Word) addressing critical DQA and ATR comments associated with the request for additional subsurface geotechnical borings and revisions to the site classifications.

Assumptions:

- None.

F. ADDITIONAL GEOTECHNICAL ENGINEERING ANALYSES REQUIRED TO ADDRESS THE GEOTECHNICAL MEETING REQUESTS AND PROVIDE GEOTECHNICAL DESIGN RECOMMENDATIONS [NEW TASK – IN PROGRESS]

- Addressing USACE’s comments received on the 65% SAR, DQA, and ATR reviews will require the following additional analyses:
 - Continue the work that was started under Task 10, Subtasks C and E to revise the soil parameters used for analysis by considering USACE’s comments on the DQA, ATR, and SAR.
 - Perform additional evaluation and analyses with the revised soil parameters, including sensitivity analyses, to respond to USACE’s comments on the DQA, ATR and SAR.
 - Incorporate updated and additional analyses as well as corresponding geotechnical conclusions and recommendations into the 95% DDR. These will include:
 - Revisions to the geotechnical recommendations, including foundation recommendations, for the T-wall south of Lincoln Avenue; and
 - Recommendations on whether a cutoff wall will be required north of Lincoln Avenue. This will include recommendations on the type of cutoff wall that would be adequate as well as the depth and lineal extent of such a wall, if needed.

Deliverables:

- Results of analyses to be included in 95% DDR.

Assumptions:

- Changes in soil parameters are anticipated to be refinements and will not affect previously prepared geotechnical and structural designs.

- No significant geotechnical analysis will be required to respond to comments on the 95% design submittal.
- Our design assumes that the existing geotechnical data is sufficient to support a risk informed design that does not require additional explorations, site characterization, and redesign. The adequacy of the existing geotechnical data and geotechnical site classification will be confirmed as a part of a future risk workshop. Additional explorations, site characterization, and redesign, should they be needed, are not included.

G. GEOTECHNICAL ANALYSIS FOR THE 65% DESIGN OF ALTERNATIVE NO. 5 FOR THE DRY BYPASS [NEW TASK]

- HDR proposes to perform the following geotechnical analyses for Alternative No. 5 for the Dry Bypass:
 - Perform seepage and stability analyses at the following locations along the closure section north of the Soscol Bridge abutment:
 - A representative cross section across the proposed vault structure. HDR will update the cross section previously developed for Alternative No. 2 for this purpose.
 - A representative cross section across the proposed floodwall. HDR will update the cross section previously developed for Alternative No. 2 for this purpose.
 - At each cross-section location, HDR will perform steady-state seepage analyses for:
 - Water at the design 100-year WSE; and
 - Water at top of wall WSE (100-year WSE plus 3 feet).
 - Perform analyses at each cross-section location for:
 - EOC stability;
 - Long-term landside stability under steady-state seepage conditions at a typical non-storm period WSE;
 - Long-term landside stability under steady-state seepage conditions with water at the design WSE;
 - Long-term stability under steady-state seepage conditions with water at top of wall elevation; and
 - Waterside rapid drawdown conditions.
 - Perform settlement analysis at a location where the greatest amount of fill will be placed to estimate maximum magnitude of consolidation settlement and immediate settlement that could occur following embankment, structure, and T-wall construction.
 - Perform analyses to estimate potential for liquefaction triggering and magnitudes of liquefaction induced settlement for the OBE and MDE at a representative location for the vault/floodwall structure.
 - Perform analyses to estimate waterside pseudo-static seismic stability and magnitudes of waterside slope deformations for the vault/floodwall structure for the OBE and MDE events.

- Develop and provide geotechnical recommendations for use in the design and incorporation into the specifications. These include recommendations for:
 - Floodwall and vault structure foundation support recommendations, including soil bearing capacity and modulus of subgrade reaction;
 - Lateral loads on floodwalls, including static wall pressures and seismic wall pressures; and
 - Resistance to lateral loads on vault structure, including frictional resistance, passive pressure resistance, and passive pressure mobilization relationship (load versus displacement curve).
- Present the information described above in the 65% DDR for the Dry Bypass Alternative 5 design.
- HDR will respond to the District and USACE’s DQA, ATR, and SAR comments to the geotechnical aspects of the 65% Dry Bypass Alternative 5 analysis and design.

Deliverables:

- Geotechnical section in 65% DDR (MS Word) for Dry Bypass Alternative 5 Design.
- Comment logs (MS Excel) with responses to 65% Dry Bypass Alternative 5 Design.

Assumptions:

- As agreed to with the District, HDR will base the design of the Dry Bypass facilities on available, existing geotechnical data and acquisition of additional geotechnical data will not be conducted.
- HDR will base the design on data from the following sources:
 - USACE Napa River Geotechnical Basis of Design Report (BODR);
 - Logs of borings by Kleinfelder Inc. for the Soscol Avenue Bridge (as presented in 1999 drawings); and
 - Logs of test borings by Transystems for the Napa Valley Wine Train (NVWT) Relocation project (as presented in 2006 drawings).
- HDR will conduct the seepage and stability analysis in accordance with USACE EM 1110-2-1913, EM 1110-2-1902, and EM 1110-2-2502:
- Development of seismic events for the OBE and MDE will follow guidance in EM 1110-2- 2502.

TASK 11. STRUCTURAL

- HDR will develop design calculations, drawings, and specifications as well as update the DDR for the 95% submittal as outlined in the subtasks below.

A. COMPLETE 65% DESIGN OF ALTERNATIVE 2 FOR THE DRY BYPASS [COMPLETE]

- The initial scope of the Dry Bypass did not include the design of the 30-foot-deep, rectangular- shaped vault structure, which is serving as a junction

box for the inflow of a 72-inch reinforced concrete pipe and outflow of a 48-inch and 42-inch reinforced concrete pipe. The vault serves as a portion of the flood control project; therefore, it was designed per USACE standards, which included designing the vault for USACE load cases and developing a finite element model of the vault due its size and configuration. Strength and stability analysis was performed for the rectangular-shaped vault structure. One circular vault structure specific for the Dry Bypass, which was also designed as part of the 65% design, serves as a junction for the inflow of a 72-inch and 48-inch reinforced concrete pipe as well as the outflow of a 72-inch reinforced concrete pipe. The circular vault structure was sized using the Portland Cement Association's guidance for circular concrete tanks, and uplift/floatation analyses were performed on the vault structure. Three plan sheets were developed for the 65% design of Alternative 2 along with an updated DDR specific for the vault design and flood protection system.

Deliverables:

- 65% Design of the Dry Bypass (PDF).

Assumptions:

- The design will not be progressed beyond the 65% design unless directed by the District. An Amendment will be required to complete the 95% and 100% designs.

B. GATE DESIGN [NEW TASK – IN PROGRESS]

- The 35% and 65% efforts included design of two 30-foot-wide swing gates at the Ace & Vine and Pet Hospital facilities, and one 15-foot-wide swing gate north of Lincoln Avenue at STA 10+10. The original scope only included the design of one swing gate type, which was assumed to be the 30-foot-wide gate at the Ace & Vine and Pet Hospital facilities. The design of the second swing gate north of Lincoln Avenue included analysis and design of the structural steel members and framing system of the swing gate using USACE standards and load cases. The design also included sizing of the hinge and pintle system connecting the gate to the floodwall north of Lincoln Avenue along with developing 35% and 65% level construction drawings of the swing gate. HDR understands that the swing gates at the Ace & Vine and Pet Hospital facilities are now being resized from an opening of 30 feet reduced to 20 feet per direction from the District. The structural framing members and hinge/pintle assemblies will require resizing but will attempt to replicate the original 30-foot-wide opening member sizes, if feasible, to minimize design costs.

Resizing requires additional effort to update and develop the construction drawings. HDR will design and submit the 20-foot-wide swing gate as part of the 95% design package.

Deliverables:

- Gate plans, specifications, calculations, and DDR updates as a part of the 95% Design Submittal (PDFs and MS Word).

Assumptions:

- The design is based on a 30-foot-wide gate design applied to a 20-foot wide opening. Deviations from this opening may result in an Amendment.

C. 36-INCH WATERLINE CROSSING – KING PILE PENETRATION DESIGN [NEW TASK – IN PROGRESS]

- The initial scope assumed that the 36-inch waterline could pass through the new sheet pile wall using a standard detail from the USACE EM specific to pipe penetrations. After receiving USACE’s comments on the 35% design and meeting with the City of Napa, alternatives were developed for the 36-inch waterline pipe penetration. The results of the alternatives and meetings resulted in a king pile wall system in lieu of the typical PZ-19 sheet pile wall with a pipe penetration that was originally scoped.

Deliverables:

- Presentation of the proposed design and construction sequence associated with the 36- inch waterline penetration through the wall.
- Revised design and details for the 36-inch waterline penetration through the king pile floodwall (PDF).

Assumptions:

- The City of Napa and USACE agree to the king pile floodwall alternative.

D. SECONDARY RETAINING WALLS [NEW TASK – IN PROGRESS]

- Secondary retaining walls are required just north of Lincoln Avenue and at the North Tie-In location. HDR will set the retaining walls toward the riverside of the floodwall to allow for vehicle access to the Operations and Maintenance (O&M) road. HDR will design the retaining wall for varying backfill slopes using USACE standards and load cases. HDR anticipates developing plan and profile monolith sheets for the retaining walls along with wall sections.

Deliverables:

- Submittal of the 95% and 100% design of the secondary retaining walls (PDF).

Assumptions:

- .The 95% and 100% submittal includes plans, calculations, and DDR updates specific to the secondary retaining walls and their design.

E. FLOODWALL REDESIGN BASED ON NEW GEOTECHNICAL INFORMATION [NEW TASK]

- Redesign of the floodwalls using new geotechnical information will be required based on changes needed to respond to USACE’s comments in the DQA, ATR, and SAR. HDR will incorporate the new geotechnical information into the redesign. The redesign is anticipated to include seepage cutoff walls for a number of sections within the stations north of Lincoln Avenue. The

calculations for the floodwalls will need to consider the cutoff as well as revise the uplift and stability calculations. Additional redesign efforts will include updating the floodwall sections, details, and monolith sheets for inclusion of the cutoff wall.

Deliverables:

- Submittal of the 95% and 100% design (PDFs) of the updated floodwalls.

Assumptions:

- The additional geotechnical sensitivity analysis performed under Task 10, Subtask F will result in new geotechnical soil parameters, requiring revisions to the structural calculations.
- No major changes to the floodwall geometry will result from the design.
- The 95% and 100% submittals include plans, calculations, and DDR updates specific to the updated floodwalls and their design.
-

F. COMPLETE THE 65% DESIGN OF ALTERNATIVE 5 FOR THE DRY BYPASS

- HDR will use the District's selected design alternative and move forward with performing the 65% design of the Dry Bypass. HDR understands that Alternative 5 consists of an approximately 25-foot-tall, semi-rectangular-shaped vault that will be integrated with the floodwall system, a new circular vault structure on the dry side of the bypass along with a trash rack system, and a new manhole located on the flood side of the bypass. The semi-rectangular vault serves as a portion of the flood control project; therefore, HDR will design it per USACE standards, which include designing the vault for USACE load cases and developing a finite element model of the vault due to its size and configuration.

Deliverables:

- Submittal of the 95% and 100% design of the updated Dry Bypass floodwall and vaults, including design drawings, calculations, specifications, and a design documentation report (MS Word).

Assumptions:

- The District and USACE approve the reconnaissance-level design for Alternative 5 of the Dry Bypass to move forward.
- HDR and the District will coordinate on developing and selecting a District-preferred alternative to take through 65% Design for the Dry Bypass. Alternative 5 has been used for development of this scope; deviations from Alternative 5 may result in an Amendment.
- The Alternative 5 design for the Dry Bypass will go through HDR's DQC and the District's ATR.
- The USACE DQA, ATR, and SAR reviews will take place as part of the 95% review process.

TASK 12. COMPLETE 35% DESIGN

- The floodwall alignment shown in the 35% Design Submittal required revisions based on District coordination with private homeowners along Shoreline Drive within the Lake Park Subdivision.

A. LAKE PARK FLOODWALL REALIGNMENT [NEW TASK – COMPLETE]

- HDR worked with the District to lay out the floodwall alignment through the Lake Park Subdivision, which was based on a concept of a Shared Use Easement. The Shared Use Easement (20-foot-wide setback from the existing City of Napa Flood Protection Easement and 15-foot-wide O&M easement) established the floodwall alignment through this reach. Homeowners along Shoreline Drive did not find this alignment agreeable. Based on additional coordination between the homeowners and the District, the District directed HDR to modify the floodwall alignment, which required development of alignment alternatives exhibits, feasibility level cost estimates, and additional coordination with the District.

Deliverables:

- Alignment Alternatives Exhibits (PDF).
- Feasibility-level cost estimates (PDF).

Assumptions:

- None.

TASK 13. 65% DESIGN

- The 65% Design Submittal was assumed to be further development of the Project presented as a part of the 35% Design Submittal; however, many of the key features presented in the 35% Design Submittal had been modified to meet the requests of the District, such as the waterside trail south of Lincoln, the 36-inch waterline City of Napa requirements, the access points north of Lincoln Avenue, and real estate coordination. Additionally, the complexity of the drainage system associated with the Dry Bypass increased from the concept presented in the 35% design. The design effort for the 65% design was greater than anticipated as the 35% design had estimated 175 sheets would be needed for the plans and the number of sheets required for the 65% design will be a total of 290 sheets. Efforts associated with additional work are detailed below.

A. DEVELOPMENT OF DRY BYPASS CONCEPTUAL DESIGN ALTERNATIVES FOR THE RISK INFORMED DECISION MAKING (RIDM) DESIGN CHARRETTE [NEW TASK – COMPLETE]

- The 65% design of the Dry Bypass included a new vault structure at the existing saddle manhole that tied the existing 42-inch storm drain line and extension of the 72-inch storm drain line into a single penetration through the floodwall. The landward location of the structure was raised as a concern during the Risk Informed Decision Making (RIDM) workshop that led to a follow-up design charrette to evaluate and select a preferred alternative for the Dry Bypass. Four conceptual design alternatives were developed for the

charrette and presented to the subject matter experts. The outcome of the charrette was the selection of a new design, Alternative 2, to move forward for design.

Deliverables:

- Four Conceptual Alternatives Plans (PDF).
- Presentations (PDF).

Assumptions:

- No additional changes to the Dry Bypass Design (Alternative 2) concept selected during the design charrette are anticipated.

B. DEVELOP 65% DESIGN FOR ALTERNATIVE 2 FOR THE DRY BYPASS [NEW TASK – COMPLETE]

- HDR developed the 65% designs for the Dry Bypass (Alternative 2) that included modifications and updates to calculations, plans, the DDR, and the Opinion of Probable Construction Cost. The Dry Bypass design included the floodwall closures, one large vault structure located on the waterside of the floodwall, two smaller vault structures, a saddle manhole, a drain inlet, and grading on the landside of the floodwall.
- HDR submitted the 65% design of the Dry Bypass (Alternative 2) to the District and USACE for review.

Deliverables:

- 65% design of the Dry Bypass (Alternative 2) calculations, plans (19 sheets), DDR, and OPCC (PDF).

Assumptions:

- None.

C. RECONNAISSANCE LEVEL EVALUATION OF ALTERNATIVE 5 FOR THE DRY BYPASS [NEW TASK]

- After receiving the revised design for the Dry Bypass, the District was not satisfied with the RIDM- selected alternative and asked HDR to develop an alternatives analysis in collaboration with the District to identify a District-preferred design alternative for the Dry Bypass. HDR will develop design concepts in collaboration with the District to evaluate and select a District-preferred alternative for the Dry Bypass.

Deliverables:

- Figures for a reconnaissance level alternative design for the District-preferred design for the Dry Bypass (PDF).

Assumptions:

- The alternatives analysis will focus on reducing the depth of the main vault structure at the floodwall closure by looking to eliminate the extension of the 72-inch drainage line; use the existing 42-inch pipe; avoid modifying the existing City of Napa drainage structures upstream of the closure, allowing the facilities to continue to function as they currently operate; and collect the surface discharge into a secondary

pipe that outfalls in the vault structure with a second penetration.

- HDR will develop a reconnaissance-level concept system layout figure for the District's selected design alternative and present it to the USACE's PDT and subject matter experts for approval prior to implementing changes to the design.
- HDR will develop a feasibility-level cost impact assessment on the concept design changes.
- If the changes are approved, HDR, the District, and USACE will coordinate to incorporate the revisions into the design package and progress the design to 95% and 100%.

D. COMPLETE THE 65% DESIGN OF ALTERNATIVE 5 FOR THE DRY BYPASS [NEW TASK]

- HDR will take the District's selected design alternative and progress to performing the 65% design of the Dry Bypass Alternative 5. The level of detail provided in the drawings and DDR will be expanded and refined as the design progresses through 65% design. HDR will prepare the drawings using AutoCAD software. These drawings will further refine and advance the reconnaissance-level design concept of the Dry Bypass to a 65% design and will include general Project layouts, updated survey and mapping data, floodwall alignments and profiles, typical sections, utility abandonment and relocation details, revetment details, structural details, landscaping and permanent irrigation improvements, and other necessary information to develop construction drawings. Additionally, HDR will coordinate engineering with the environmental team to support updates to the Project Description.

Deliverables:

- 65% Drawings for the Dry Bypass Alternative 5 (11- by 17-inch PDF).

Assumptions:

- The District and USACE approved the Reconnaissance Level Design for Alternative 5 of the Dry Bypass to move forward.
- The 65% design of Alternative 5 for the Dry Bypass will go through HDR's DQC and the District's ATR review, and HDR will present it to the USACE PDT members for review and comment.

E. REDESIGN OF THE 36-INCH WATERLINE (CULTURAL SITE) [NEW TASK – IN PROGRESS]

- Updates to the waterline alignment will require a redesign of the floodwall alignment, a penetration of the waterline, addition of a 36-inch butterfly valve, and revisions to construction sequencing requirements for the waterline construction to accommodate the waterline remaining in its existing alignment. HDR will update the plans, associated details, DDR, and OPCC as a part of the 95% Design Submittal.
- Prior to updating designs, HDR will prepare exhibits depicting the revised waterline alignment and construction sequencing for City of Napa and District coordination and acceptance. Once the alignment has been accepted, HDR will update the design documents.

Deliverables:

- Exhibits depicting the proposed design and associated construction sequence (PDF).
- Revised 36-inch waterline and floodwall design (plans, specifications, DDR updates, and OPCC) submitted as a part of the 95% Design Submittal (PDF).

Assumptions:

- HDR will incorporate redesign of the waterline into the 95% Design submittal (i.e., will not be a standalone submittal).
- HDR will setup a 1-hour virtual meeting with the City of Napa Water Department will be held to discuss watermain redesign requirements prior to the start of design.

F. REDESIGN OF THE 36-INCH WATERLINE (LAKE PARK RELOCATION) [NEW TASK – IN PROGRESS]

- The City of Napa Water Department provided direction to redesign the 36-inch waterline through the Lake Park area after submission of the 65% design. The requested redesign includes realigning the watermain, revising service closure duration requirements, and incorporating two additional butterfly valves. HDR will update the plans, associated details, DDR, construction sequencing, and OPCC as a part of the 95% Design Submittal. As a part of this task, HDR will prepare a technical memorandum detailing the alignment, design, and construction sequencing. HDR will submit a draft memorandum for City of Napa and District review. HDR will address comments and submit a final memorandum to serve as a basis for the waterline redesign.

Deliverables:

- Draft and Final Technical Memoranda (PDF).
- Revised 36-inch waterline and floodwall design (plans, specifications, DDR updates, and OPCC) submitted as a part of the 95% Design Submittal (PDF).

Assumptions:

- HDR will incorporate redesign of the waterline into the 95% Design Submittal (i.e., will not be a standalone submittal).
- The final memorandum will serve as a basis for the 95% Design Submittal.
- HDR will setup a one-hour virtual meeting with the City of Napa Water Department will be held to discuss the requirements on the modifications to the 36-inch waterline and butterfly valves prior to the start of design.

G. SOUTH OF LINCOLN PAVED WATERSIDE TRAIL AND FIRE ACCESS [NEW TASK – COMPLETE]

- The 35% design of the south of Lincoln Avenue recreation trail consisted of a joint, landside, aggregate base, O&M and recreation trail to be carried

through final design. Through coordination with the City of Napa and at the District's request, the design of the recreation trail south of Lincoln Avenue has changed to the waterside of the floodwall and will be a paved recreation trail, meeting the City of Napa's trail standards while having a structural section capable of supporting fire access for the City's smaller fire engine. The trail design required a new access point, with a closure structure near Wall Street and North Bay Drive. The access point was located and sized to accommodate fire access for the smaller fire engine by evaluating turning movements for the fire engine through different points of access. HDR will incorporate these changes into the 95% designs.

Deliverables:

- Recreational trail BODR (PDF).
- Vehicle turning exhibit of fire engine access through closure structure (PDF).
- Updated trail design and alignment to be provided in 95% Design Submittal (PDF).

Assumptions:

- The waterside trail will be required to support the City of Napa's smaller fire engine.
- The closure structure will need to be located to allow for access by the City of Napa's smaller fire engine.
- Crime Prevention Through Environmental Design lighting would not be required for the trail.

H. DESIGN OF THE GRADING FOR THE TIE-IN AT RIVER TERRACE INN TO ACCOMMODATE A WATERSIDE TRAIL AND LANDSIDE FIRE ACCESS [NEW TASK – COMPLETE]

- At the request of the City of Napa Fire Department and as directed by the District, HDR modified the design of the grading interface at the southern end of the Project to support access for the City's aerial ladder truck on the existing fire access easement through the MKD parking lot on the landside of the floodwall as well as accommodate the now waterside trail crossing up and over the floodwall at the high-ground tie-in. HDR will revise the grading plans to reflect the requested changes and will include these in the 95% design.

Deliverables:

- Updated trail design and alignment to be provided in 95% Design Submittal (PDF).

Assumptions:

- Fire access will use the same alignment of the existing trail access at the southern end of the MKD property.

I. DURING AND POST CONSTRUCTION ACCESS EVALUATION FOR NORTH BAY PLYWOOD AND PARIS TOW YARD [NEW TASK – COMPLETE]

- HDR performed a review of the existing access to both North Bay Plywood and the Paris Tow Yard. HDR completed an evaluation to assess impacts on access both during and post construction. HDR used input from the owners on the size and type of trucks entering the facilities to evaluate vehicle turning into the existing drive access points to determine what modifications to the trail or driveway approach aprons were needed. The assessment determined that the trail and O&M along Wall Street would need to be reduced in width, and the driveway apron to North Bay Plywood would need to be widened to allow for continued use of the eastern access for deliveries by truck and trailer. Access to North Bay Plywood during periods of construction would be restricted during utility relocations and roadway paving. The assessment determined that because the Paris Tow Yard requires access 24 hours per day, 7 days per week, temporary access during construction would be needed. Temporary access to the Paris Tow Yard would be provided off Lincoln Avenue through an existing vacant lot. No post Project vehicle impacts on access to the Paris Tow Yard would occur. HDR will incorporate these changes into the 95% design.

Deliverables:

- General construction impact duration expected based on proposed Project features (Email and PDF Figures).
- Vehicle Turning Exhibits for site access to North Bay Plywood (PDF).
- Recommendations on site access modifications (Email and PDF Figures).
- Revised access, paving, and site plans for Wall Street and the O&M recreational trail included as part of the 95% Design (PDF).

Assumptions:

- District/owners to provide access requirements and typical vehicle types to be used in the access evaluation.

J. RELOCATIONS OF EXISTING UTILITIES, PEDESTRIAN ACCESS GATE, AND ONSITE FACILITIES FOR THE PARIS TOW YARD [NEW TASK – COMPLETE]

- HDR performed a site visit with the District and owners of the Paris Tow Yard to evaluate modifications to their existing facilities. HDR and the District determined that their office trailer and restroom facilities would need to be relocated on site, the existing pedestrian gate system and fencing would need to be altered, and a new sewer lateral and cleanout would need to be installed and the existing facilities removed or abandoned. HDR provided an updated site for the Paris Tow Yard.

Deliverables:

- Revised site plan for the Paris Tow Yard, including modifications to the structure locations, gates, fencing and sewer system lateral as part of the 95% Design (PDF).

Assumptions:

- Existing site function will remain.
- The existing pedestrian gate will be reused.
- Security fencing will be provided around the Paris Tow Yard where it interfaces with the O&M road/trail.
- The Deputy Project Manager/Civil Lead, Utility Lead, and one additional staff member conducted one site visit to meet and coordinate with the land and business owners.

K. RESIZING OF THE SWING GATES FOR ACE & VINE AND THE PET HOSPITAL, AND THE EVALUATION OF SITE ACCESS [NEW TASK – IN PROGRESS]

- Per direction from the District, HDR downsized the swing gates for Ace & Vine and the Pet Hospital from 30 feet wide to 20 feet wide. This change was to reduce the cost of the gates and real estate impacts associated with the District's fee easement acquisition associated with the swing of the gates. As a result of the gate size reduction, the District asked HDR to evaluate site access to these two parcels. HDR performed a review of during and post construction access to the Ace & Vine and Pet Hospital. This included an evaluation of the temporary cross access between the two parcels as well as post construction access for delivery trucks through the resized gates for Ace & Vine. HDR used this information to provide Temporary Construction Easement and access easement updates to the District for their appraisals. HDR will incorporate these design changes into the 95% design.

Deliverables:

- Linework for updates to the TCE (CAD).
- Linework for updates to the access easement (CAD).
- Vehicle turning exhibits through cross connection of the properties (PDF).
- Vehicle turning exhibits for post construction access (PDF).
- Resized gates incorporated into the 95% design (PDF).

Assumptions:

- District/owners to provide access requirements and typical vehicle types to be used in the access evaluation.
- Task 11 captures the level of effort for the structural redesign of the swing gates.

L. REMOVAL OF TWO SWING GATES IN THE RIVERPOINTE AREA AND THE REVISED GRADING FOR THE WATERSIDE TRAIL NORTH OF LINCOLN [NEW TASK – IN PROGRESS]

- At the direction of the District, HDR removed two gates presented in the 35% design, a 15-foot- wide pedestrian swing gate and a 20-foot-wide O&M and Emergency Access swing gate, from the River Pointe area. For pedestrian, O&M, and emergency access to be maintain to the waterside, regrading of the waterside trail to provide an up-and-over crossing of the floodwall at Lincoln Avenue and realigning the floodwall at the southern end of the Lake Park City-

owned parcel was required. The trail section was designed to be Americans with Disabilities Act- (ADA-) compliant and modified to support fire access with a turnaround area.

Deliverables:

- The re-design of the waterside trail and removal of gates from the River Pointe area will be incorporated into the 95% design (PDF).

Assumptions:

- Task 11 captures the level of effort associated with the structural calculations of the stoplog gate at the trailhead at Lincoln Avenue.

M. ADDITIONAL TRAIL ACCESS SOUTH OF LAKE PARK [NEW TASK – IN PROGRESS]

- At the direction of the District, HDR created an additional ADA ramp at the southern end of the Lake Park Subdivision, where an existing City access easement exists to provide trail access for a future City access point off Shoreline Drive. HDR will modify grading of the O&M road and the embankment on the landside to allow for an at-grade crossing of the wall, with an unofficial trail access through the City-owned parcel at the southern end of Lake Park. HDR will include the ADA ramp and grading in the 95% design.

Deliverables:

- ADA ramp, access point grading, fencing, and O&M modifications will be included as part of the 95% submittal (PDF).

Assumptions:

- The same ADA ramp style that was used for the other two ramps will be applied for this ramp design.
- The landside access will be an at-grade crossing over the O&M road, and official trail infrastructure will not be included as part of the development on the landside of the floodwall as this will be part of a future City project associated with the site development.

N. LAKE PARK SLOPE EASEMENT EVALUATIONS [NEW TASK – COMPLETE]

- In support of the District’s coordination with the Lake Park homeowners, HDR was asked to evaluate the limit of excavation that could be allowed for future excavations into the existing embankment at the rear of the Lake Park yards as a benefit to the homeowners. This was defined as a slope easement, and HDR provided the lateral extent of this easement to the District for their real estate appraisals.

Deliverables:

- Delineation linework for the slope easement (CAD).

Assumptions:

- The slope easement will be developed by establishing a grading limit that starts 3 feet landward of the edge of the proposed O&M road

and slopes downward at 2 feet horizontal to 1 foot vertical and extends into the ground until it reaches an elevation roughly equal to the existing grades at landside toe of the existing levee in the rear of the yards. This location will be the slope easement line along the rear of the homes of the properties adjacent to the floodwall along Shoreline Drive.

TASK 14. 95% DESIGN

- The 95% design as originally scoped was assumed to reflect the designs for the Project features finalized and presented in the plans and specifications with additional detailing and refinement of the designs to be included with a 100% submittal. The revised scope for the 95% submittal will be to take the Project to 100% design such that the remaining work for the 100% submittal will consist of effort to respond to, address changes to, and close out open comments from the DQA, ATR, and SAR reviews. The 95% design will consist of an updated set of drawings (approximately 290), technical specifications, OPCC, construction schedule, and DDR expanded on the 65% design submittal. The submittal will also include written responses to DQA, ATR, and SAR comments on the 65% design submittal. The level of effort and designs will reflect changes required to meet the DQA, ATR, and SAR comments on the 65% submittal and will include the following additional tasks requested by the District.

A. COMPLETE THE 95% DESIGN OF ALTERNATIVE 5 FOR THE DRY BYPASS [NEW TASK]

- HDR will move forward with performing the 95% design of the Dry Bypass Alternative 5. The level of detail provided in the drawings and DDR will be expanded and refined as the design progresses through 95% design. The drawings will be prepared using AutoCAD software. These drawings will further refine and advance the 65% level design of the Dry Bypass to a 95% design and will include general Project layouts, updated survey and mapping data, floodwall alignments and profiles, typical sections, utility abandonment and relocation details, revetment details, structural details, landscaping and permanent irrigation improvements, and other necessary information to develop construction drawings. Additionally, HDR will coordinate engineering with the environmental team to support updates to the Project Description.

Deliverables:

- 95% drawings for the Dry Bypass incorporated into the 95% full submittal package (11- by 17-inch PDF).

Assumptions:

- The District and USACE approved the reconnaissance-level design for Alternative 5 for the Dry Bypass to move forward.
- The 95% Design of Alternative 5 will be included with the 95% submittal of the full package and go through HDR's DQC, USACE's DQA, and USACE and the District's ATR and SAR reviews.

B. LAKE PARK SUBDRAINAGE SYSTEM [NEW TASK]

- In support of the District’s coordination with the Lake Park home owners and their concern for stormwater runoff flooding their back yards and at the District’s direction, HDR revised the design of the O&M road to slope toward the floodwall instead of using the common practice of the O&M road draining away from the flood. This results in a standing water issue present along the landside face of the floodwall. To address this issue, HDR will design a subdrainage system to accommodate drainage along the floodwall. HDR will include this design in the 95% design.

Deliverables:

- Design of the subdrainage system for the Lake Park O&M road included as part of the 95% design (PDF).

Assumptions:

- None.

C. MID-BLOCK CROSSWALK DESIGN [NEW TASK]

Traffic Modification Plans

- HDR will develop 65%, 95%, and final design plans, specifications, and engineer’s estimate of construction for the proposed pedestrian crossing mid-block along Lincoln Avenue, adjacent to the Napa River. HDR will finalize the location of the proposed pedestrian crossing along Lincoln Avenue based on discussions with the City of Napa. HDR will prepare plans under the City of Napa’s design guidelines and the California Department of Transportation’s Standard Plan for the crossing. The proposed improvements include rectangular rapid flashing beacons as well as required signage and striping for pedestrians.

Deliverables:

- Two plan sheets for 65%, 95%, and Final Plans, Specifications, and Estimate (1 inch = 20 feet) (PDF).
- Cost estimates (MS Excel).
- Technical specifications (MS Word).
- Final PDF plans.

Assumptions:

- Two 1-hour agency technical review/coordination meetings (one for each submittal).
- Eight 1-hour Project coordination meetings (four for each submittal).
- The conceptual alternatives will be detailed to present the site plan and facilities necessary to address the complexity of the drainage system and flood protection.
- One round of Quality Assurance (QA)/Quality Control (QC) review (one for each submittal).

Signing and Striping Plan

- HDR will develop signing and striping plans along Lincoln Avenue. HDR will develop the plans to comply with the City of Napa and California Manual on Uniform Traffic Control Devices' guidelines for signage, lane markings, and striping to address vehicular traffic, pedestrians and bicycles.

Deliverables:

- Two plan sheets. (1 inch = 40 feet) (PDF).
- Cost estimates (MS Excel).
- Technical specifications (MS Word).

Assumptions:

- None

TASK 15. 100% DESIGN

- No changes or additions to the Scope of Work for this task.

TASK 16. PUBLIC MEETINGS

- No changes or additions to the Scope of Work for this task.

TASK 17. EVALUATE ALIGNMENT ALTERNATIVES FOR THE ACE & VINE AREA

- No changes or additions to the Scope of Work for this task.

TASK 18. EXPANSION OF TOPOGRAPHIC SURVEY FOR ACE & VINE AND LINCOLN BRIDGE ANALYSIS

- No changes or additions to the Scope of Work for this task.

TASK 19. RISK ASSESSMENT/RISK INFORMED DESIGN

- No changes or additions to the Scope of Work for this task.

TASK 20. IMOLA AVENUE TO HATT BUILDING PRE-DESIGN AND SCOUR ANALYSIS

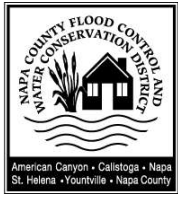
- No changes or additions to the Scope of Work for this task.

TASK 21. LANDSCAPING PLANS AND SPECIFICATIONS

- No changes or additions to the Scope of Work for this task.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.

As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of District pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.



Napa County

Board Agenda Letter

1195 THIRD STREET
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www.countyofnapa.org
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 6/18/2024

File ID #: 24-963

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser, District Manager
REPORT BY: Andrew Butler, District Engineer
SUBJECT: Amendment No 2. Agreement 220322B (FC) with Associated Right of Way Services

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement No. 220322B (FC) with Associated Right of Way Services (ARWS) for the Napa River/ Napa Creek Flood Protection Project - Floodwalls North of the Bypass (Project) to fund the consultants for Real Estate acquisition for the Project through FY 2024-25. (Fiscal Impact \$700,000; Flood; Not Budgeted; Discretionary)

BACKGROUND

ARWS has provided the District with support for its real estate acquisition activities since the beginning of the Flood Project in 1998. ARWS prepared a real estate acquisition plan to create a strategy for the property acquisition of the originally estimated 19 properties that were required to move forward with the Project. Originally, the District planned to use the existing easement on the Lake Park levee to construct flood protection improvements in that area. After discussion with legal and land acquisition consultants, staff came to understand that this strategy was unlikely to be successful. The current project strategy includes formal acquisition of all necessary right-of-way for the flood protection improvements to provide the District with appropriate easements and fee areas instead of trying to reuse easements that were not created with the current project in mind. This updated approach resulted in increasing the total estimated acquisitions to 42 properties. Since then, an additional 4 properties have been added to the estimated acquisitions totaling 46 properties.

The Napa County Flood Control and Water Conservation Board approved the original Agreement No. 220322B (FC) on May 3, 2022, and the Amendment No. 1 on August 22, 2023.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Fund 8000 Division 80010

Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Funding for AR/WS's efforts have been included in the FY 2024-25 budget
Consequences if not approved:	Without real estate acquisition support, the District would be unable to meet its commitments as local sponsor on the Flood Project jeopardizing construction of future flood protection infrastructure.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The Napa River/Napa Creek Flood Protection Project was included in the Final Environmental Impact Report/Statement (FEIR/EIS). The FEIR was circulated twice for public comment, from December 19, 1997, to February 13, 1998, and again in October and November 1998 (although not required), then certified by the Board of Directors of the Napa County Flood Control and Water Conservation District on May 4, 1999. The U.S. Army Corps of Engineers certified the Final Supplemental Environmental Impact Statement (FSEIS) on June 9, 1999.

**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AMENDMENT NO. 2 TO AGREEMENT NO. 220322B (FC)**

THIS AMENDMENT NO. 2 (“Amendment No. 2”) **TO NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 220322B (FC)** (“Agreement”) is made and entered into effect as of this _____ day of _____, 2024, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California (“DISTRICT”), and ASSOCIATED RIGHT OF WAY SERVICES, INC., whose mailing address is 1255 Treat Blvd., Suite 815, Walnut Creek, California 94597 (“CONTRACTOR”).

RECITALS

WHEREAS, on May 3, 2022, DISTRICT and CONTRACTOR entered into the Agreement to provide DISTRICT with services related to acquisition of interests in real property required for the implementation of the Napa River/Napa Creek Flood Protection Project (Project); and

WHEREAS, DISTRICT and CONTRACTOR amended this agreement on August 22, 2023, to increase the maximum compensation and add additional parcels to the scope for acquisition; and

WHEREAS, DISTRICT anticipates a continued need for specialized right-of-way acquisition services to continue to its efforts in obtaining the required lands and easements for the remaining increments of the Project; and

WHEREAS, CONTRACTOR is willing to continue to provide such specialized services to complete the Project, as directed by DISTRICT; and

WHEREAS, DISTRICT and CONTRACTOR now desire to modify the provisions of the Agreement to update the Scope of Work and to increase the maximum compensation by SEVEN HUNDRED THOUSAND DOLLARS (\$700,000) to a new total of ONE MILLION NINE HUNDRED AND THIRTEEN THOUSAND DOLLARS (\$1,913,000).

TERMS

NOW, THEREFORE DISTRICT and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Paragraph 2 of the Agreement is hereby amended to read as follows:

Scope of Services. CONTRACTOR shall provide DISTRICT those services set forth in Exhibits “A-2,” attached to this Amendment No. 2 and hereby incorporated by reference.

2. Paragraph 3(c) of the Agreement is hereby amended to read as follows:

Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of ONE MILLION NINE HUNDRED AND THIRTEEN THOUSAND DOLLARS (\$1,913,000) for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

3. This Amendment No. 2 shall be effective as of the Effective Date first set forth above.

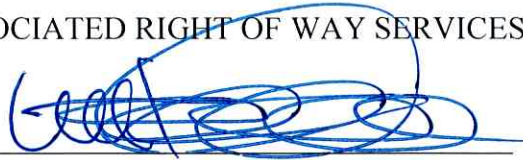
4. Except as provided in paragraphs (1) through (3), above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.

5. This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Amendment No. 2 of Agreement 220322B (FC) is executed by DISTRICT and by CONTRACTOR through its duly authorized officers.

ASSOCIATED RIGHT OF WAY SERVICES, INC.

By 
BILL TANNENBAUM, President

for By 
MATTHEW SHOCK, Vice President
"CONTRACTOR"

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

By: _____
SCOTT SEDGLEY,
Chairperson of the Board of Directors

"DISTRICT"

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley</u> District Counsel</p> <p>Date: <u>May 31, 2024</u></p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____ Processed By: _____ _____ Deputy Secretary of the District Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District Board</p> <p>By: _____</p>
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EXHIBIT “A-2”

SCOPE OF WORK (AMENDED)

CONTRACTOR shall provide DISTRICT with the following services:

I. DESCRIPTION OF SERVICES / SCOPE OF WORK

Associated Right of Way Services, Inc. (AR/WS) will provide right of way services to Napa County Flood Control and Water Conservation District (District or Client) for the Napa River Napa Creek Flood Protection Project.

The list below identifies where right of way services are anticipated for the period of July 1, 2024, through September 30, 2025. District-initiated revisions will add to scope.

No.	Assessor Parcel No.	Owner
Acquisition Files		
1	044-204-003	California Vacation Holdings Group, LLC
2*	044-220-004	Suzanne M. Murray
3*	044-220-008	Assaad N. Barazi
4	044-220-017	Enzo Orciuoli
5*	044-220-024	Nick T. Paris
6	044-230-001	Judith R. Molloy and Alanna Eve Baldochhi
7	044-230-002	Jose Cruz Calderon and Maximino Ballines
8	044-230-003	Jose Cruz Calderon and Maximino Ballines
9	044-230-004	Larry Ellis Inc.
10	044-230-005	David W. Bess and Ray E. Bertolucci
11	044-230-006	Mark Anthony Grassi and Jami Lee Grassi
12*	044-242-003	MKD Soscol Partners LP
13*	044-242-004	MKD Soscol Partners LP
14*	044-242-006 , -007	MKD Soscol Partners LP
15	044-320-059	River Glen Homeowners Association
16*	044-330-082	Elks Grove Homeowners Association, Inc.
17	044-314-005	William H. and Cathi E. Bickford, Trustees
18	044-301-021	Jose and Laura M. Ceja
19	044-301-032	John and Lydia P. Damian
20	044-314-003	Christopher Joseph and Lindsay Giorgi Emig, Trustees
21	044-314-006	Donald A. and Shelley L. Gomez, Trustees

22	044-301-026	David T. and Leslie Ann Gracia
23	044-314-004	Owen and Marianne Gray, Trustees
24	044-301-023	Joshua A. and Melissa E. Green, Trustees
25	044-301-034	Michael and Nancy Montez
26	044-301-031	Lance Hafenstein
27	044-301-020	Ryan G. and Courtney R. Healy
28	044-314-007	Maria G. Kazakova and Gregghk Valdovinos
29	044-314-002	Benjamin and Lisa Manley
30	044-301-025	Louis M. and Jennifer L. Milgrom
31	044-301-022	Elise Genevieve Nerlove
32	044-301-029	Allan and Connie Lee Nicholson
33	044-301-024	Christina Perez, Trustee
34	044-301-027	Chamroeun Pinnkathok
35	044-301-028	Lee D. and Sharon A. Riggs
36	044-301-033	David and Vickie Tompkins Living Trust
37	044-301-030	David and Vickie Tompkins Living Trust
38	044-314-001	Zhao Qi Wang
39	044-301-019	Jonathan and Kristina Harrison
40	044-301-018	Gary and Nancy L. Michaud
41	044-260-004	McKinstry Street Surplus Parcel
42	045-041-010	Richard and Nyrene Clark, TR
43*	045-011-021	ALTAMURA COMPANY LLC
44*	044-250-033	WCH Napa, LLC, dba River Terrace Inn
45*	044-220-018	Irvine and Whitehill
46*	044-220-023	Lowenstein, Janice L. et al Trust
Relocation Files		
47	044-220-024	Nick T. Paris
48	044-220-024	Escalante Towing
49	044-220-024	Wine Barrel Business
50	044-220-017	Enzo Orciuoli
51	044-220-017	Tree Trimming Business
52	044-220-017	Anytime Towing
53	044-230-005	David W. Bess and Ray E. Bertolucci
54	044-230-005	David Bess Pump and Well Business
55	044-204-003	California Vacation Holdings Group, LLC
56	044-220-008	Assaad N. Barazi
57	044-220-008	Ace and Vine

58	044-230-004	Larry Ellis Inc.
59	044-230-002	Jose Cruz Calderon and Maximino Ballines
60	044-220-004	Suzanne M. Murray
61	044-220-004	Napa River Pet Hospital

* Includes Appraisal and Appraisal Review expected to be billed after July 1, 2025.

PROJECT MANAGEMENT – GENERAL CONSULTATION

- Establish work process with District and District’s designated Right of Way Coordinator. Schedule, manage and coordinate all real estate and relocation assistance functions. Provide regular updated property rights schedules along with parcel-by-parcel status and project tracking reports.
- On-going consultation, weekly and bi-weekly meetings with AR/WS team and Right of Way Coordinator; as well as legal counsel., and recurring project management meetings.
- Coordinate with District, subcontractors (independent review appraiser), appraisers of fixtures and equipment, title company, property acquisition agents, relocation advisors and others, including legal counsel and engineering design team.
- Assistance analyzing various courses of action. Work with District to resolve problems and recommend solutions.
- Contract management, budget monitoring and control, project reporting and detailed tracking.
- Implementation and compliance with applicable state and federal laws and regulations.
- Maintaining accurate records. Monitor work plan and workflow.
- Support on review and suggestions for easement deeds and other acquisition documents.
- Value engineering assistance as to right of way issues and providing input related to design components as they impact potential right of way acquisitions.
- Limited liaison with the USACE as requested by District.

APPRAISAL

- Appraisals to be provided to District staff as directed.
- Appraisals to be prepared in accordance with California Eminent Domain Law; California Government Code section 7260 et seq.; Uniform Standards of Professional Appraisal Practice (USPAP) requirements, except as jurisdictionally exempt; and 49 CFR Part 24.
- The owner or a designated representative will be invited by the appraiser to accompany them during the inspection of the property.
- Appraisals to be prepared in an Appraisal Report format in accordance with USPAP, Standard Rule 2-2.
- Appraisals are for the “Fair Market Value” of the properties as per California

Code of Civil Procedure, Section 1263.320.

- In accordance with the California Code of Civil Procedure Section 1263.330, the market value of the property acquired will not include consideration of any increase or decrease in the value of the property that is attributable to any of the following:
 - The project for which the property is taken;
 - The eminent domain proceeding in which the property is taken;
 - Any preliminary actions of the acquiring authority relating to the taking of the property.
- Appraiser will not consider, nor include in their appraisal, any allowance for relocation benefits of personal property.
- The appraisal of real estate does not include business or goodwill analyses or conclusions. Any loss of goodwill valuations should be performed by others.
- The appraiser will work directly with the Review Appraiser. This item includes responding to reviews and comments by the Review Appraiser and the District. Assumes limited involvement responding to USACE questions.
- If revisions are made to the property or assignment requirements during the appraisal process or upon completion of the report, appraisal time to address these revisions will be billed on an hourly basis in accordance with the AR/WS Fee Schedule.

DELIVERABLES

- Draft Notice of Decision to Appraise for approval.
- Appraisal Report.
-

DISTRICT OBLIGATIONS

- Adequate appraisal maps or legal descriptions and plat maps.
- Deeds cover sheets defining intent and purpose for permanent and temporary rights easement rights.
- Design information and construction plans.
- Environmental site assessments, if applicable.
- Prompt comments on appraisals generally within 10 business days of District receipt.

APPRAISAL REVIEW

AR/WS to subcontract Appraisal Reviews with a qualified independent review appraiser (49 CFR Part 24.104) for these services.

- Upon receiving appraisal reports, an office review of the reports using the various standards prescribed by the Federal and State Uniform Acts, 49 CFR Part 24, USPAP, and the California Eminent Domain codes will be completed.
- Review appraiser will provide comments to the appraiser for discussion and will communicate with the appraiser to clarify potential issues and resolve problems.
- Upon satisfactory completion of the appraisal reports, a review certificate report will be prepared.

DELIVERABLES

- Appraisal Review Report.

NEGOTIATIONS / ACQUISITIONS

- AR/WS will prepare draft acquisition documents. District letterhead will be used. Documents typically include, but are not limited to, the following: offer letter, appraisal summary statement and summary of the basis for just compensation, summary statement pertaining to the acquisition of real property or an interest therein, purchase agreement, deed, and public acquisition brochure. District will review and approve documents. All deeds including specific intent and purpose of easement deeds (permanent and temporary) as well as respective legal descriptions will be provided to AR/WS by District.
- At District's direction, AR/WS will present offers of just compensation on behalf of District and negotiate to acquire property interests determined by District as necessary for the Project. All discussions for the acquisition of property or an interest therein will be directed to result in the payment of just compensation.
- If settlement with owners is reached pursuant to the District approved appraisal or District approved administrative settlement, AR/WS will prepare a transmittal to District. In the event an administrative settlement is to be considered by District, AR/WS will prepare a summary memorandum of the settlement outline and pursuant to 49 CFR Part 24.102(i). This memorandum will require District approval before implementation of any settlement agreement.
- AR/WS will make every reasonable effort to acquire property on behalf of the District expeditiously through agreement with the property owner and to avoid litigation. This may necessitate greater levels of effort in the negotiations phase and, where appropriate, should continue after eminent domain has been initiated. District will provide ongoing feedback to AR/WS as to potential negotiated settlements. In some cases, where there is a tenant in possession, AR/WS will assist the owner in soliciting a Quitclaim Deed and/or tenant release/tenant's consent.
- AR/WS will work with the title company and establish a process of coordinating escrow closings and reviewing escrow instructions. Where there are escrow closings, preparation of escrow instructions will be completed by title company if possible. Approval of conditions of title and escrow instructions, including but not limited to, "subject to" title exceptions, will be done by District. In those instances where District determines that they wish to pursue a subordination agreement to an existing deed of trust, the title company will take the lead in coordinating with the financial institution in preparing and soliciting the subordination agreement. District will communicate the subordination agreement request to AR/WS as early in the negotiations process as possible so that AR/WS can coordinate the District's request with the title company.

- If agreement with all owners cannot be reached, AR/WS will advise District that negotiations have reached an impasse. The District will consider scheduling of an action in eminent domain including the required public necessity hearing. Budget permitting, AR/WS will provide condemnation support as needed and requested.

DELIVERABLES

- Draft Acquisition Documents for approval.
- Transmittal.
- Administrative Settlement summary (if applicable).
- Notice that negotiations have reached an impasse (if needed).

DISTRICT OBLIGATIONS

- Written approval of all acquisition documents in a timely manner.
- Deeds for permanent and temporary rights.
- Direction as to administrative settlements, negotiating authority and condition of title acceptance.
- Providing any formats to be used by AR/WS on District's behalf.
- Review and approval of escrow instructions.

RELOCATION ASSISTANCE

Relocation assistance services will be provided pursuant to applicable Relocation Law (Government Code 7267 et seq.) and will include:

- Appropriate noticing.
- Manage the relocation of personal property of owners/tenants.
- Provide research on estimated moving costs, available storage locations and costs, as needed.
- Meet with the business representative to determine the market area, personal property, and replacement site needs.
- Provide business with the following documentation, when appropriate:
 - General Information Notice
 - Notice of Eligibility
 - 90-day Notice to Vacate (to be signed by District)
- Work with area brokers, District, and other resources to identify available replacement sites.
- Work with the business in order to secure estimated relocation costs.
- Prepare claims for payment and present them for signature.
- Submit all signed claims and necessary documentation to District for review and processing.
- Establish and maintain a detailed relocation file in order to document specific relocation efforts, including a relocation diary to track all contact with occupant.
- Provide continuing information to District staff to keep staff apprised of relocation efforts and vacate status.

DELIVERABLES

- Relocation Assistance Package.
- Notice to Vacate.
- Complete Claim Forms.

DISTRICT OBLIGATIONS

- Approve and process documents and claims in a timely manner.

MISCELLANEOUS ADDITIONAL TO SCOPE SERVICES

- Eminent domain support.
- Relocation appeals support.
- Reviews of owner appraisals.
- Updating relocation memo document.

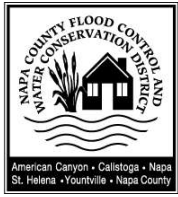
(Note: Efforts in the above items are unknown and will be provided pursuant to District request and budget permitting.)

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.

As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of District pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

III. ASSUMPTIONS AND LIMITATIONS

1. AR/WS estimated budget assumes timely assignment by Client of all appraisals, acquisition parcels, and relocation cases. Deferring or “piece meal” assignments adds to level of effort and costs.
2. Client to provide written appraisal approval. Client to sign Offers of Just Compensation as reflected in the Appraisal Summary Statement(s). Client letterhead to be used for offers and significant correspondence, including Notices of Decision to Appraise and acquisition and relocation notices. Initiation of acquisition work assumes that Client has secured any required environmental certification as well as any federal or state approvals to begin right of way services.
3. All services to be provided pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable state and federal laws, related guidelines, and regulations.
4. Client to provide adequate appraisal maps, plat maps, construction plans, mitigation measures, preliminary title reports, legal descriptions, and deed sheets (*for easements*).
5. Unless noted otherwise, pre-acquisition activities for soliciting Permits to Enter for soils/testing/contract work, Rights of Entry, Agreements for Possession and Use are not included.
6. Except for appraisals, which are typically charged lump sum; this is a “time charged” contract in accordance with the AR/WS Fee Schedule. Material changes to the contracted Scope of Work after services begin will add to the original budget/contract amount. Material changes, for which AR/WS is not responsible, include, but are not limited to, addition of new parcels, schedule changes, new and revised legislation, regulations, statutes, or ordinances by any public entity or legislature, extended negotiations, multiple vestings, title complications, relocation complications, hard to house households, unrecorded claims, extended site searches, eminent domain actions, design changes, revised or updated appraisals. This Agreement is not a guarantee of property rights requested or displacements completed for a fixed budget amount. Unless otherwise agreed, preparation for or attendance at depositions, relocation appeals, expert witness testimony, or court appearances are not included in the budget.
7. Budget to be reviewed periodically. AR/WS may reapportion budget allocations among categories. Team composition may be adjusted by AR/WS.
8. Unless other arrangements have been made, escrow costs and title reports shall be paid by Client. Escrow instructions to be prepared by Title Company with AR/WS coordination. Client to determine acceptable condition of title and what, if any, title exceptions to take “subject to.” AR/WS to assist and consult as requested.
9. Upon written notice from Client, AR/WS will suspend, delay, or interrupt all or a part of its services. In such event, AR/WS will resume services upon written notice from Client. An extension of time and added costs will be mutually agreed upon within a reasonable time following re-initiation of all or any part of services.
10. Client will give prompt notice to AR/WS whenever Client observes or becomes aware of any development that affects the scope or timing of AR/WS’ services, or any defect in the work of AR/WS.
11. Unless otherwise noted, preparation of Caltrans Right of Way Certification documents is not included in the Scope of Services.
12. AR/WS understands that construction and design plans are subject to some change. AR/WS will accommodate changes in the property requirements, including number or parcels, acquisitions, and relocations. Changes in proposed acquisitions after appraisals have begun or negotiations/relocations have commenced will add time and expense to assignments. The parties acknowledge that such revisions may add to costs.
13. AR/WS reviews and adjusts billing rates and fees from time to time, generally as of January 1st of each year, but no more than once annually. Any rate adjustments will be reflected in the AR/WS monthly invoice.
14. Except for Client’s obligations to pay for services rendered, no liability will attach to either AR/WS or Client from delay in performance or non-performance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, explosion, war, request or intervention of a governmental authority, court order, labor relations, accidents, unanticipated delays, or inability to obtain materials, equipment, fuel, or transportation.
15. Once AR/WS has completed an appraisal, the fee for that appraisal is due and payable upon Client’s receipt of invoice. If any formal or informal appraisal review requires additional appraisal services after AR/WS has completed an appraisal, these additional appraisal services will be billed on a time-charged basis in accordance with the AR/WS Fee Schedule.
16. AR/WS submits invoices on a monthly basis. If AR/WS is a sub-consultant to a prime consultant, that prime consultant agrees to bill its Client within thirty (30) calendar days of receipt of the AR/WS monthly invoice.



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 6/18/2024

File ID #: 24-641

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Sarah Geiss - Staff Services Analyst II
SUBJECT: Adopt Fiscal Year 2024-25 Budget

RECOMMENDATION

PUBLIC HEARING - Napa County Flood Control and Water Conservation District Budgets

Adopt a Resolution with respect to the proposed Napa County Flood Control and Water Conservation District Fiscal Year 2024-25 budgets continued from June 11, 2024, Public Hearing. (Fiscal Impact: \$63,784,233 Expense; Napa County Flood Control District; Discretionary)
[14 affirmative votes required]

BACKGROUND

The District opened a public hearing for the Fiscal Year 2024-25 Recommended Budget on June 11, 2024. Staff presented the budgets, and those budgets are now presented for adoption.

Requested Actions:

1. Receive additional presentations from staff and/or accept public testimony on the following budgets, including related policy items:

- Fund 8000, Division 80005 Watershed Projects - \$5,523,299
- Fund 8000, Division 80010 Flood Control - \$20,167,692
- Fund 8000, Division 80011 Flood Project, Measure A - \$24,584,229
- Fund 8000, Division 80012 Flood Project Maintenance - \$645,963
- Fund 8000, Division 80015 Water Supply Contracts - \$12,743,100
- Fund 8010, Division 80100 Oakville to Oak Knoll CFD - \$119,950

2. Close Fiscal Year 2024-25 budget hearing.

3. Adopt a Resolution adopting the Recommended Budget for the District for Fiscal Year 2024-25.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	This item establishes the appropriation authority for Fiscal Year 2024-25.
Consequences if not approved:	If the requested budget is not approved, the District will not have an adopted budget for fiscal year 2024-25 and, therefore, would not be able to perform its mission.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by California Code of Regulations title 14, section 15378 (State CEQA Guidelines) and, therefore, CEQA is not applicable.

FLOOD DISTRICT BUDGET 2024-2025

Fund	Division	Sub-division	Description	2024-2025 Proposed Appropriations	2024-2025 Proposed Revenues	Estimated Fund Balance Requirement	Total Available Estimated Fund Balance as of June 30, 2025
8000	80005	8000500	Watershed Projects	\$ 4,747,219	\$ 4,665,563	\$ 81,656	\$ 2,400,000
8000	80005	8000501	NPDES Stormwater	\$ 565,969	\$ 565,969	\$ -	\$ -
8000	80005	8000502	Rutherford Maintenance	\$ 98,161	\$ 98,161	\$ -	\$ 671,000
8000	80005	8000503	Oakville-Oak Knoll Maintenance	\$ 111,950	\$ 111,950	\$ -	\$ -
	80005		Total	\$ 5,523,299	\$ 5,441,643	\$ 81,656	\$ 3,071,000
8000	80010	8001000	Flood Control	\$ 20,167,692	\$ 20,237,692	\$ -	\$ 2,500,000
8000	80011	8001100	Napa FLD Proj Measure A	\$ 24,584,229	\$ 5,662,500	\$ 18,921,729	\$ 32,000,000
8000	80012	8001200	Flood Maint-Measure A	\$ 645,963	\$ 160,000	\$ 485,963	\$ 13,300,000
8000	80015	8001500	Water Supply Contracts	\$ 12,743,100	\$ 13,340,000	\$ -	\$ 1,100,000
8010	80100	8010000	Oakville-Oak Knoll CFD	\$ 119,950	\$ 121,010	\$ -	\$ 411,000

COUNTYWIDE WATERSHED MANAGEMENT

Napa County Flood Control and Water Conservation District Fund 8000, Division 80005, Sub-division 8000500

DIVISION DETAIL

APPROPRIATIONS

Major Account Classification	Actual 2023	Adopted 2024	Requested 2025
52 - Services	1,626,453	4,049,275	4,471,962
53 - Supplies	50,716	55,000	68,200
54 - Other Charges		92,000	92,000
55 - Capital Assets		15,000	
57 - Special Items	90,774	110,000	115,057
Total Appropriations	1,767,943	4,321,275	4,747,219

REVENUE

Major Account Classification	Actual 2023	Adopted 2024	Requested 2025
43 - Intergovernmental Revenues	71,225	2,608,125	3,050,000
44 - Fines, Forfeitures, and Penalties	3,785	-	
45 - Revenue from Use of Money and Property	43,024	26,000	26,000
46 - charges for Services	1,554,442	1,598,700	1,589,563
47 - Grants	2,846	25,000	
Total Revenue	1,675,322	4,257,825	4,665,563

USE OF FUND BALANCE

Department Budget Units	Actual 2023	Adopted 2024	Requested 2025
Flood District - Countywide Watershed	(92,621)	(63,450)	(81,656)
Totals	(92,621)	(63,450)	(81,656)

General Activities	Actual 2023	Adopted 2024	Requested 2025
ALERT	59,550	115,000	105,200
Maint of District Channels & Easements	119,781	448,100	444,100
Maintenance of Napa River & Tributaries	357,932	490,600	506,100
Maintenance - Dredging and Disposal Sites	718,109	213,450	40,000
Maintenance - Streambanks	35,958	100,000	100,000
NPDES Program	3,000	112,000	117,057
Grant Programs	10,315	25,000	25,000
Groundwater Monitoring		5,000	5,000
Floodplain Management		5,000	5,000
Watershed Adjudication		5,000	5,000
Benefit Assessment Prog. Maintenance		36,000	36,000
Trunklines Maintenance		20,000	20,000
Flood Studies	3,000	53,000	38,000
Program Administration	314,399	85,000	250,762
American Canyon Stream Maintenance	45,981	100,000	100,000
Bale Slough/Bear Creek	99,918	2,508,125	2,950,000
Total Expenditures	1,767,943	4,321,275	4,747,219

NPDES STORMWATER MANAGEMENT

Napa County Flood Control and Water Conservation District Fund 8000, Division 80005, Sub-division 8000501

DIVISION DETAIL

APPROPRIATIONS

Major Account Classification	Actual 2023	Adopted 2024	Requested 2025
52 - Services	459,928	534,955	554,369
53 - Supplies	9,068	12,800	11,600
55 - Capital Assets		-	
Total Appropriations	468,996	547,755	565,969

REVENUE

Major Account Classification	Actual 2023	Adopted 2024	Requested 2025
43 - Intergovernmental Revenues	134,432	439,412	111,548
45 - Interest	(1,468)	-	-
46 - Charges for Services	292,584	-	339,363
49 - Special Items	90,774	108,343	115,058
Total Revenue	516,322	547,755	565,969

USE OF FUND BALANCE

Department Budget Units	Actual 2023	Adopted 2024	Requested 2025
Flood District - NPDES Stormwater Mgt	47,326	-	-
Totals	47,326	-	-

*\$47,326 BILLED TO CITIES IN Q1 FY22/23 for Q4 FY21/22

RUTHERFORD MAINTENANCE

Napa County Flood Control and Water Conservation District Fund 8000, Division 80005, Sub-division 8000502

DIVISION DETAIL

APPROPRIATIONS

Major Account Classification	Actual 2023	Adopted 2024	Requested 2025
52 - Services	35,451	96,561	96,861
53 - Supplies	93	1,600	1,300
55 - Capital Assets	-	-	-
Total Appropriations	35,544	98,161	98,161

REVENUE

Major Account Classification	Actual 2023	Adopted 2024	Requested 2025
41 - Other Taxes	-	-	-
45 - Revenue from Use of Money and Property	6,881	-	-
46 - Special Assessments	98,161	98,161	98,161
Total Revenue	105,042	98,161	98,161

USE OF FUND BALANCE

Department Budget Units	Actual 2023	Adopted 2024	Requested 2025
Flood District - Rutherford Maint.	69,498	-	-
Totals	69,498	-	-

Activities	Actual 2023	Adopted 2024	Requested 2025
Debris Removal and Relocation of Large Woody Debris		1,500	1,500
Vegetation Management	651	25,000	25,000
Streambank Erosion Control		5,000	5,000
Repair and Maintenance of Streambank Stability Structures		5,500	5,500
Invasive Plants Removal and Revegetation		13,611	13,611
Annual Surveys, Development of Work Plans, Assessment Mgmt	325	12,100	12,100
Monitoring	32,518	33,000	33,000
General	2,000	2,450	2,400
Benefit Assessment - Property Taxes	50	-	50
Total Expenditures	35,544	98,161	98,161

Oakville to Oak Knoll

Napa County Flood Control and Water Conservation District Fund 8000, Division 80005, Sub-division 8000503

DIVISION DETAIL

APPROPRIATIONS

Major Account Classification	Actual 2023	Adopted 2024	Requested 2025
52 - Services	112,827	91,410	110,950
53 - Supplies	-	4,600	1,000
55 - Capital Assets	-	-	-
Total Appropriations	112,827	96,010	111,950

REVENUE

Major Account Classification	Actual 2023	Adopted 2024	Requested 2025
45 - Revenue from Use of Money and Property	-	-	-
46 - Interfund Revenue	112,827	96,010	111,950
Total Revenue	112,827	96,010	111,950

USE OF FUND BALANCE

Department Budget Units	Actual 2023	Adopted 2024	Requested 2025
Flood District - OVOK MAINTENANCE	-	-	-
Totals	-	-	-

Activities	Actual 2023	Adopted 2024	Requested 2025
Debris Removal and Relocation of Large Woody Debris		2,000	2,000
Vegetation Management		12,000	12,000
Streambank Erosion Control		17,000	17,000
Maintenance of Created Vegetation Buffers			-
Repair and Maintenance of Streambank Stability Structures			-
Invasive Plants Removal and Revegetation		15,000	15,000
Annual Surveys, Development of Work Plans, Assessment Mgmt	709	8,000	8,000
Monitoring	217	7,000	7,000
General	108,953	22,710	22,200
Bear Creek Project	2,948	12,300	28,750
Special Project			
Total Expenditures	112,827	96,010	111,950

FLOOD CONTROL PROJECT

Napa County Flood Control and Water Conservation District Fund 8000, Division 80010

DIVISION DETAIL

APPROPRIATIONS

Major Account Classification	Actual 2023	Adopted 2024	Requested 2025
52 - Services	2,684,098	7,506,180	7,069,192
53 - Supplies	9,863	79,000	83,500
54 - Other Charges	-	-	-
55 - Capital Assets	-	15,000,000	13,015,000
Total Appropriations	2,693,961	22,585,180	20,167,692

REVENUE

Major Account Classification	Actual 2023	Adopted 2024	Requested 2025
43 - Intergovernmental Revenues	232,474	-	-
45 - Revenue from Use of Money and Property	76,751	70,000	70,000
47 - Miscellaneous	-	-	-
48 - Sale of Capital Assets	-	-	-
49 - Intrafund Transfer	2,002,952	22,335,180	20,167,692
Total Revenue	2,312,177	22,405,180	20,237,692

USE OF FUND BALANCE

Department Budget Units	Actual 2023	Adopted 2024	Requested 2025
Flood District - Flood Control Project	(381,784)	(180,000)	70,000
Totals	(381,784)	(180,000)	70,000

Activities	Actual 2023	Adopted 2024	Requested 2025
Operations & Maintenance	459,834	634,463	645,963
State Revolving Loan-Principal	-	-	-
State Revolving Loan-Interest	-	-	-
Land Purchase/Relocation Assistance Payments	596,061	15,000,000	13,000,000
Land Acquisition Services	7,350	1,363,511	1,494,342
Utilities - Construction Mgmt	-	-	-
Planning, Engineering & Design(PED)	1,555,953	5,337,206	5,027,387
District Construction	-	-	-
Federal Work	71,852	-	-
Building Repair (Flood Office Roof)	-	250,000	-
Lands & Damages Non Creditable	2,911	-	-
Total Expenditures	2,693,961	22,585,180	20,167,692

Napa Flood Project Measure A

Napa County Flood Control and Water Conservation District Fund 8000, Division 80011

DIVISION DETAIL

APPROPRIATIONS

Major Account Classification	Actual 2023	Adopted 2024	Requested 2025
55 - Land	-	-	5,062,500
57 - Intrafund Expenditures	1,556,023	21,700,717	19,521,729
Total Appropriations	1,556,023	21,700,717	24,584,229

REVENUE

Major Account Classification	Actual 2023	Adopted 2024	Requested 2025
43 - Other-Governmental Agencies	-	-	5,062,500
45 - Interest	575,795	600,000	600,000
Total Revenue	575,795	600,000	5,662,500

USE OF FUND BALANCE

Department Budget Unit	Actual 2023	Adopted 2024	Requested 2025
Napa FLD Project Measure A	(980,228)	(21,100,717)	(18,921,729)
Totals	(980,228)	(21,100,717)	(18,921,729)

Note: Division 80011 was created in FY 2019

Napa Flood Project Maintenance Measure A

Napa County Flood Control and Water Conservation District Fund 8000, Division 80012

DIVISION DETAIL

APPROPRIATIONS

Major Account Classification	Actual 2023	Adopted 2024	Requested 2025
57 - Intrafund Expenditures	446,929	634,463	645,963
Total Appropriations	446,929	634,463	645,963

REVENUE

Major Account Classification	Actual 2023	Adopted 2024	Requested 2025
45 - Interest	158,018	160,000	160,000
Total Revenue	158,018	160,000	160,000

USE OF FUND BALANCE

Department Budget Unit	Actual 2023	Adopted 2024	Requested 2025
Measure A Maintenance	(288,911)	(474,463)	(485,963)
Totals	(288,911)	(474,463)	(485,963)

Note: Division 80012 was created in FY 2019

WATER SUPPLY CONTRACTS

Napa County Flood Control and Water Conservation District Fund 8000, Division 80015

DIVISION DETAIL

APPROPRIATIONS

Major Account Classification	Actual 2023	Adopted 2024	Requested 2025
52 - Services	63,548.00	1,028,610	172,450
53 - Supplies	11,810,378.00	12,088,701	12,570,650
55 - Capital Assets	-	-	-
Total Appropriations	\$11,873,926	\$13,117,311	12,743,100

REVENUE

Major Account Classification	Actual 2023	Adopted 2024	Requested 2025
43 - Intergovernmental Revenues	-	2,700,000	-
45 - Revenue from Use of Money and Property	(1,972)	3,000	8,000
46 - Charges for Services	12,042,371	9,824,110	13,322,000
47 - Miscellaneous Revenues	7,779	925,201	10,000
Total Revenue	12,048,178	13,452,311	13,340,000

USE OF FUND BALANCE

Department Budget Units	Actual 2023	Adopted 2024	Requested 2025
Flood District - Water Supply Contract	174,252	335,000	596,900
Totals	174,252	335,000	596,900

Activities	Actual 2023	Adopted 2024	Requested 2025
Administrative Services	-	500	500
Accounting/Auditing Services	15,562	15,000	15,000
ITS Records Mgmt	-	-	-
Legal Services	32,753	75,000	60,000
Engineering Services	15,108	126,160	40,000
Consulting Services	-	805,000	50,000
Communications/Telephone	125	500	500
Publications & Legal Notices	11,070	50	50
Training/Conference Expense	-	3,000	3,000
Business Travel/Mileage	-	3,000	3,000
Fleet Charges	-	400	400
Freight/Postage	-	150	150
Memberships/Certifications	-	83,000	70,000
Utilities - Water	11,799,308	12,005,051	12,500,000
Utilities - Water Exchange Payment	-	-	-
Special Departmental Expenses	-	-	-
Business Related Meals/Supplies	-	500	500
Total Expenditures	11,873,926	13,117,311	12,743,100

Oakville to Oak Knoll CFD

Napa County Flood Control and Water Conservation District Fund 8010, Division 80100

DIVISION DETAIL

APPROPRIATIONS

Major Account Classification	Actual 2023	Adopted 2024	Requested 2025
52 - Services	50	8,000	8,000
53 - Supplies		-	-
54 - Interfund Expenditures	112,827	96,010	111,950
Total Appropriations	112,877	104,010	119,950

REVENUE

Major Account Classification	Actual 2023	Adopted 2024	Requested 2025
41 - Other Taxes	101,748	120,010	120,010
44 - Fines, Forfeitures, and Penalties	20		
45 - Interest	3,991	1,000	1,000
Total Revenue	105,759	121,010	121,010

USE OF FUND BALANCE

Department Budget Units	Actual 2023	Adopted 2024	Requested 2025
OVOK CFD	(7,118)	17,000	1,060
Totals	(7,118)	17,000	1,060

RESOLUTION NO. 2024 _____ (FC)

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ADOPTING THE RECOMMENDED BUDGETS FOR THE DISTRICT FOR FISCAL YEAR 2024-2025

WHEREAS, in accordance with the Napa County Flood Control and Water Conservation District Act (“Act”) section 7, subd. (c), California Government Code sections 29080 through 29092, and the Bylaws of the Napa County Flood Control and Water Conservation District section XV, the Board of Directors of the Napa County Flood Control and Water Conservation District (“District”) must begin the hearings on the new Fiscal Year budgets for the District no later than September 18 of each year and must conclude the hearings within 14 calendar days thereafter, and the recommended budgets for the new Fiscal Year must be adopted no later than October 2 of each year; and

WHEREAS, the proposed recommended budgets of the District for the Fiscal Year 2024-2025 were prepared, made available for distribution, and distributed according to law; and

WHEREAS, the District Board opened the hearing on the proposed recommended District budgets for Fiscal Year 2024-2025 on June 11, 2024, and continued the hearing by action of the Board until June 18, 2024, at which time the public hearing concluded by operation of law under Government Code section 29080; and

WHEREAS, the proposed recommended budgets are presently on file in writing with the Secretary of the District Board and adoption of such recommended budgets by the District Board has been duly scheduled and agendized in the manner required by law for the regular meeting of the District Board on June 18, 2024.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED as follows:

1. The proposed District recommended budgets, including any changes adopted by the Board of Directors during the budget hearings and additions or increases to such budgets filed thereafter, are hereby adopted as the budgets of the District for Fiscal Year 2024-2025, including the approved appropriations by general class, fixed assets, reserves, and designations by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budgets as finally determined are hereby approved and incorporated by reference herein.

2. The total financing requirements for Fiscal Year 2024-2025 are as follows:

Fund 8000, Division 80005	Watershed Projects	\$ 5,523,299
Fund 8000, Division 80010	Flood Control	\$ 20,167,692
Fund 8000, Division 80011	Flood Project, Measure A	\$ 24,584,229
Fund 8000, Division 80012	Flood Project Maintenance	\$ 645,963
Fund 8000, Division 80015	Water Supply Contracts	\$ 12,743,100
Fund 8010, Division 80100	Oakville to Oak Knoll CFD	\$ 119,950

3. Pursuant to Section 8 of the Act and California Government Code section 29125, the District Executive Officer is authorized to approve transfers and revisions of appropriations as detailed in the Napa County Policy for Budgetary Controls, with the following controlled by line item:

Information Technology Services-Exp

4. Any fixed asset(s) not authorized by the Board of Directors during the recommended budget hearing process for the District for Fiscal Year 2024-2025 will be presented to the Board of Directors for approval by the District.
5. Pursuant to the Act section 7 and California Government Code section 29093, a copy of the adopted budgets for the District for Fiscal Year 2024-2025 shall be filed with the Secretary of the District Board and the State Controller as required by law.

THE FOREGOING RESOLUTION was passed and adopted by the Board of Directors of the Napa County Flood Control and Water Conservation District at a regular meeting thereof held on June 18, 2024, in Napa County, State of California, by the following vote, the number following each Director’s name indicating the number of votes cast by that Director:

AYES: DIRECTORS _____

NOES: DIRECTORS _____

ABSTAIN: DIRECTORS _____

ABSENT: DIRECTORS _____

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

By: _____
SCOTT SEDGLEY Chairperson of the Board of
Directors

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A Bagley</u> (e-sign) Deputy District Counsel</p> <p>Date: <u>May 13, 2024</u> [PL No 112752.2]</p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: Processed By: _____ Deputy Secretary of the District Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District Board</p> <p>By: _____</p>
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Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 6/18/2024

File ID #: 24-983

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Richard Thomasser - District Manager
SUBJECT: Closed Session

RECOMMENDATION

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

(Government Code Section 54956.8)

Properties: APNs 044-230-002, 044-230-003

Negotiating Party: Richard Thomasser, Flood District Manager, Cruz Calderon Jose Etal

Under Negotiation: Price/Terms/Conditions of Payment

BACKGROUND

N/A

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by California Code of Regulations, title 14, section 15378 (State CEQA Guidelines) and, therefore, CEQA is not applicable.