

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

Our Town St. Helena
PO Box 94
St. Helena, CA 94574
Attn.: Executive Director

(Space Above this Line for Recorder's Use)

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (the “**Agreement**”), dated as of _____, 2026, is entered into by and between Our Town St. Helena, a California nonprofit public benefit corporation (“**OTSH**”) and 963 Pope Street, LLC, a California limited liability company (“**LLC**”) who agree as follows:

A. OTSH is the owner of the real property located at 951 Pope Street in the City of St. Helena, California, known as Napa County Assessor’s Parcel No. 009-090-014-000, depicted in Exhibit A and more particularly described in Exhibit B-1 attached hereto (“**Parcel 1**”).

B. LLC is the owner of the real property located at 963 Pope Street in the City of St. Helena, California, known as Napa County Assessor’s Parcel No. 009-090-069-000, depicted in Exhibit A and more particularly described in Exhibit B-2 attached hereto (“**Parcel 2**”).

C. OTSH intends to develop, own, and operate an affordable residential project on Parcel 1 that will consist of five (5) dwelling units that will be located within two (2) new structures that will be constructed, together with related improvements and common area (collectively, the “**Parcel 1 Project**”).

D. LLC intends to develop, own, and operate an affordable residential project on Parcel 2 that will consist of four (4) dwelling units that will be located within two (2) new structures that will be constructed and one (1) dwelling unit that is located within an existing house, together with related improvements and common area (collectively, the “**Parcel 2 Project**”).

E. Construction of the Parcel 1 Project will include a west-facing wall on Building D and appurtenant Improvements located on the property line between Parcel 1 and Parcel 2, as depicted in Site Plan 2 as “Property Line Improvements” (the “**Property Line Improvements**”).

F. The Parties desire to provide for certain easements, subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. Incorporation of Recitals; Definitions, Exhibits.

1.1 Incorporation of Recitals. The Parties acknowledge the truth of the foregoing recitals which are hereby incorporated into this Agreement.

1.2 Definitions. Except as elsewhere defined in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

“**Bioretention Easement Area**” means the “Bioretention Area” depicted on Site Plan 1.

“**Easement**” means individually each of the easements granted by this Agreement, and “**Easements**” means collectively, all such easements.

“**Effective Date**” means the date this Agreement is recorded in the Official Records.

“**Improvements**” mean the residential structures to be constructed or rehabilitated on a Parcel and all other improvements constructed or installed from time to time on a Parcel, including, without limitation, the Property Line Improvements.

“**Maintain**” means to undertake Maintenance.

“**Maintenance**” means the maintaining (including cleaning) and repairing of any Improvement on a Parcel or related to any Easement, including any reasonable overhead and third-party costs associated with such work.

“**Mortgage**” means a mortgage, deed of trust, or other security instrument encumbering any Parcel or interest therein.

“**Occupant**” means each Owner and each additional individual or entity entitled under written lease or other agreement to occupy a Parcel, or a portion thereof, and each Person entitled to use and occupy any portion of the Parcel 1 Project or the Parcel 2 Project.

“**Official Records**” means the official records of the County of Napa, California.

“**Owner**” means the record holder of fee simple title to a Parcel, its successors and assigns.

“**Parcels**” means collectively Parcel 1 and Parcel 2.

“**Party**” means each of OTSH and LLC or any successor thereto acquiring such Party's interest in a Parcel or Parcels. “**Parties**” means all of the foregoing, collectively.

“**Permittees**” means all Occupants and, to the extent applicable, their respective officers, directors, employees, agents, partners, members, managers, contractors, visitors, invitees, or licensees.

“**Person**” means individuals, partnerships, associations, corporations, and any other form of business or legal entity.

“**Property**” means, collectively, the property located at 951 and 963 Pope Street, St. Helena, California, consisting of Parcel 1 and Parcel 2.

“**Site Plan**” means Reciprocal Easement Agreement Site Plan 1.

“**Site Plan 1**” means the site plan attached hereto as Exhibit A-1 and incorporated hereby.

“**Utility Easement Area**” means, collectively, the “Utility Trench”, “PG&E Transformer”, “Joint Utility Trench”, “Force Main Trench”, and “Building Electrical Meters” depicted on Site Plan 1.

1.3 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit A-1 Site Plan 1

Exhibit B-1 Legal Description Parcel 1

Exhibit B-2 Legal Description Parcel 2

2. Priority over Mortgages, Leases and Grant Deeds. The terms and provisions of this Agreement are and shall be superior and prior to (i) any Mortgages encumbering either Parcel after the Effective Date, (ii) any leases or assignments made after the Effective Date, and (iii) any grant deed or other such instrument or agreement creating or transferring an interest in a Parcel after the Effective Date. Any such Mortgage, lease, assignment or grant deed may, but is not required to, expressly provide that it is subject and subordinate to this Agreement. However, this Agreement shall not relieve any Party from any obligation, or affect or modify any right under, any such Mortgage, lease, assignment or grant deed as to the parties to any such Mortgage, lease, assignment or grant deed. Without limiting the generality of the foregoing, any Mortgage affecting any portion of the Property shall at all times be subject and subordinate to the terms of this Agreement, and any party foreclosing any such Mortgage or acquiring title by reason of a deed in lieu of foreclosure will acquire title to the premises affected thereby subject to all of the terms of this Agreement. Anything in this Agreement to the contrary notwithstanding, no breach or default under this Agreement will defeat or render invalid the lien of any Mortgage made in good faith for value, but this Agreement is binding upon, and effective against, any Owner whose title is acquired by foreclosure, trustee’s sale or otherwise.

3. Reciprocal Easements.

3.1 General Terms.

(a) None of the Easements granted hereby shall merge or terminate during any period in which the Parcels are owned by one Party, but shall continue as a benefit or obligation, as applicable, of the Owner of the applicable Parcel. The Party granting an Easement in a Parcel

is called the "Grantor." The Party to whom an Easement in a Parcel is granted is called the "Grantee."

(b) The grant of an Easement by a Grantor shall bind and burden its Parcel which shall, for the purpose of this Agreement, be the servient tenement. The grant of an Easement to a Grantee shall benefit its Parcel which shall, for the purpose of this Agreement, be the dominant tenement.

(c) The word "in" with respect to an Easement granted "in" a particular Parcel means, as the context may require, "in", "to", "on", "over", "under", "through", "along", "upon" and "across", or any one or more of the foregoing.

(d) Unless provided otherwise, all Easements granted hereunder are non-exclusive, perpetual and irrevocable by the Grantor, available for the use of the Grantee and its Permittees, shall run with the land and be appurtenant to the Parcels as described in this Agreement. No Easement may be conveyed separate and apart from ownership of a fee interest in a Parcel. Without limiting the generality of the foregoing, the Easements granted hereby are easements appurtenant to the applicable Parcel(s) and are not intended to be, and shall not be construed as, easements in gross.

(e) No easement rights shall exist until this Agreement has been executed and recorded in the Official Records. All easements granted hereunder shall exist as of the Effective Date by virtue of this Agreement, without the necessity of confirmation by any other document.

3.2 Location of Easements. The location of all Easements provided pursuant to this Agreement shall be as indicated on the Site Plan.

3.3 Ingress, Egress and Parking. Each Owner, as Grantor, hereby grants to the other Owner and its Permittees for the benefit of the Parcel belonging to the other Owner, as Grantees, a non-exclusive easement for (a) ingress and egress by vehicular and pedestrian traffic access to and from the Improvements and parking spaces located on the Property to and from Pope Street and (b) vehicular parking in that portion of the Grantor's Parcel(s) devoted to such use as depicted on Site Plan 2 and labelled "Access and Parking Easement Area".

3.4 Maintenance. Each Owner, as Grantor, hereby grants to the other Owner and its Permittees, for the benefit of the Parcel belonging to the other Owner, as Grantee, a non-exclusive easement in the Grantor's Parcel (exclusive of those areas occupied or intended to be occupied by Improvements) to the extent reasonably necessary in connection with the construction, installation, operation, maintenance, repair and replacement of Improvements and other facilities and equipment to be located on the Grantee's Parcel.

3.5 Building Encroachments. Parcel 2 Owner, as Grantor, hereby grants to Parcel 1 Owner, as Grantee, an easement for any portion of the Property Line Improvements which may encroach into or over Parcel 2; provided the easement for footings, piers, piles, grade beams and building encroachments does not exceed five (5) feet, and the easement for canopies, eaves and roof overhangs does not exceed five (5) feet. The easement granted in this Section 3.5 shall

terminate upon the demolition or removal of the Property Line Improvements, provided that the easement shall continue to the extent the Property Line Improvements are reconstructed or restored in substantially the same location following a casualty or condemnation.

3.6 Utilities and Bioretention.

(a) Each Owner, as Grantor, hereby grants to the other Owner, for the benefit of the Parcel belonging to the other Owner, as Grantee, a non-exclusive easement in the (I) Utility Easement Area for the installation, operation, maintenance, repair, removal and replacement of dry utility facilities serving the Grantee's Parcel, including, but not limited, to natural gas, electricity and telecommunications systems facilities, and (II) Bioretention Easement Area for the purpose of water collection, retention, and detention, and includes the installation, maintenance, repair, replacement, and use of a culvert, retention pond, drainage collection facility, and similar installations or equipment relating to such purpose; , provided that all such facilities and installations shall be substantially located (including above or below ground) where such facilities and installations are located as of the date hereof.

(b) At any time and from time to time the Owner of a Parcel has the right to relocate on its Parcel any utility line or facility installed pursuant to the foregoing grant of the Utility Easement Area and Bioretention Easement Area which is then located on the land of that Owner, provided that any such relocation (i) may be performed only after the giving of thirty (30) days notice of the Owner's intention to undertake the relocation to the Owner of the other Parcel served by the Utility Easement Area and/or Bioretention Easement Area, (ii) must not unreasonably interfere with or diminish utility service to the Parcel served by the utility line or facility, (iii) must not reduce or unreasonably impair the usefulness or function of the utility line or facility, and (iv) must be performed without cost or expense to any other Owner of the Parcel served by the utility line or facility. The Owner performing the relocation is to provide as built plans for all the relocated utility lines and facilities to the Owner of the other Parcels served by those utility lines and facilities within thirty (30) days after the date of completion of the relocation.

(c) Each Owner reserves the right and agrees to grant such additional easements as are reasonably required by any public or private utilities for the purpose of providing the utility lines and facilities described herein if such easements are not otherwise inconsistent with the provisions of this Agreement.

(d) No Owner may grant an easement or easements of the type set forth in this Section 3.6 for the benefit of any property contiguous to but not within the Property without the prior written consent of the other Owner, which consent may be granted or withheld in the sole discretion of the other Owner.

3.7 Protection of Easements. No walls, fences or barriers of any sort or kind may be constructed or Maintained on the Property, or any portion thereof, which prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including, without limitation, pedestrian and vehicular traffic between the Parcels; provided, however, that reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed by the applicable Owner with the prior written approval of the other Owner, so long

as access driveways to the parking areas in the Property are not closed or blocked and the traffic circulation pattern depicted in Site Plan is not changed or affected in any way, unless the prior written approval of each of the Owners is obtained.

3.8 Continuation of Easements. To the extent reasonably required, the non-exclusive easements granted in this Section 3 shall be perpetual.

3.9 Rules and Regulations. Each Owner may, from time to time, implement and disseminate reasonable, nondiscriminatory rules and regulations to ensure the quiet enjoyment of its respective Parcel, and each Grantee of an Easement agrees to comply with such rules and regulations imposed by the Grantor of such Easement. Nothing herein shall prevent an Owner from temporarily blocking access to the Easements located on its portion of the Property for the purpose of making reasonable repairs, or as may be necessary from time to time for security or safety purposes and as may otherwise be required in the context of an emergency. Notwithstanding the forgoing, each Owner shall have the right to set such reasonable limits on the use of the Easements located on its portion of the Property as such Owner desires so long as the same are applied in a generally consistent manner to the Permittees thereof. Any occupant or lessee of a unit in the Property violating such rules shall be subject to such penalties as reasonably adopted and disseminated by the Owner of the portion of the Property subject to such Easement.

3.10 Insurance. Each Owner shall maintain extended coverage replacement cost casualty insurance in effect as to the improvements located on such Owner's Parcel. Each Owner shall procure and maintain general and/or comprehensive public liability against claims for personal injury (including contractual liability arising under the indemnity contained in Section 3.11 below), death or property damage occurring upon such Owner's Parcel, with single limited coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, including umbrella coverage, if any, and naming the other Owners, and any holder(s) of a Mortgage as additional insureds thereunder. In connection with any work permitted to be performed on another Owner's Parcel, the Owner performing such work shall carry and maintain (and cause its contractors and agents performing such work to carry and maintain) insurance coverage of an amount and type reasonably acceptable to the other Owners during the duration of the performance of such work. Upon request, each Owner shall provide the other Owners and each holder of a Mortgage with copies of the insurance policies required by this Section 3.10. In addition, if available, each policy shall contain a cross liability endorsement in which the rights of the named insured shall not be prejudiced with respect to any action by one named insured against another named insured. Each policy shall be endorsed to state that it (i) is primary and that any insurance available to the additional insureds shall be excess and not contributory and (ii) shall not be canceled without thirty (30) days' written notice to the other Owners and each holder of a Mortgage. Each Owner shall provide the other Owners with annual evidence of insurance from the insurer certifying that all of the insurance required herein is in place and includes the required limits, terms and conditions. All insurance required to be maintained hereunder shall be provided by insurers duly admitted in the State of California and such insurers shall have an AM Best rating of at least A-VII.

3.11. Indemnity. Each Owner shall hold harmless, indemnify and defend the other Owners and their respective partners, lenders, successors and assigns, parents, subsidiaries,

members, trustees, shareholders, investors, representatives and agents, and each of their respective officers, directors and employees, from and against any and all claims, expenses, actual liabilities, damages and costs, arising from or related to the indemnifying Owner's (or any Permittees of such Owner) use, exercise or enjoyment of the Easements or breach of the terms of this Agreement, including, but not limited to, any damage to property (to the extent the damage is not covered by any casualty insurance) or injury to or death of any person (provided, however, that the Owner shall not be responsible to the extent any claims or liabilities arise from the negligence or willful act or omission of the other Owners). The indemnity shall cover the costs and expenses of the indemnified Owner, including reasonable attorneys' fees and costs related to any actions, suits or judgments incident to any of the matters covered by such indemnity. Except as otherwise provided above in this Section 3.11, the Owners' indemnity obligations under this Section shall not be affected by any insurance carried by any Owner.

3.12 No Public Rights. This Agreement shall be considered a granting of private Easements only and shall not be construed to create any rights in the general public to use the Easements. The right of the public to make any use whatsoever of the Project, or any portion thereof, is by permission, and subject to the control of the Owner of the portion of the Project being used by the public. Each of the Owners shall do all things needed to preserve the status of the Easements granted in this Agreement as private easements, including cooperating with each other in the periodic publication of legal notices or physically barring access to the affected areas as may be required by law for the purposes expressed in this Agreement; provided, however, that prior to closing off any substantial portion of any Easement area, as herein provided, each Owner shall provide written notice to the other Owners of its intention to do so, and shall attempt to coordinate such closing with the other Owners so that no unreasonable interference with the use of the Easements shall occur.

4. Modification and Termination; Approvals.

4.1 Modification and Termination. This Agreement may not be modified or terminated, in whole or in part, except with the written consent of all Parties in an instrument duly recorded in the Official Records.

4.2 Time and Form of Approvals. Wherever in this Agreement approval of a Party is required, and unless a different time limit is provided herein, such approval or disapproval shall be given in writing within thirty (30) days after receipt of the item to be so approved or disapproved. Failure to give approval within the time specified shall be conclusively deemed to constitute approval. Any disapproval which requires reasonableness shall specify with particularity the reasons therefor. The request for approval shall be clearly marked as requiring approval and shall indicate the section of this Agreement under which approval is required.

5. General Provisions.

5.1 Binding Effect; Covenants Run With the Land. Each easement, covenant, restriction, lien and encumbrance created under this Agreement on each Parcel is a burden on that Parcel, is appurtenant to and for the benefit of the other Parcel and each part thereof and runs with the land. This Agreement shall govern and be binding upon the Improvements and the Parcels and shall be binding and inure to the benefit of the Parties hereto and their successors in interest to the

Parcels, or any interest therein and their assigns unless and until (except as to certain rights and obligations set forth herein which continue after termination) this Agreement is terminated pursuant to Section 5.3).

5.2 No Third Party Beneficiaries. The provisions of this Agreement are not for the benefit of nor give rise to any claim or cause of action by any third person or entity, and this Agreement shall not be deemed to have conferred any rights upon any Permittee or other third person or entity.

5.3 Duration. This Agreement, and all easements, rights, duties, and obligations created hereby shall be effective as of the Effective Date, and shall continue in full force and effect in perpetuity or until the date of recording in the Official Records of a written instrument, executed and acknowledged by the then record owners of fee title to Parcel 1 and Parcel 2, expressing by its terms the intention to terminate this Agreement.

5.4 Injunctive Relief. In the event of any violation or threatened violation by any person of any of the terms, provisions or restrictions contained in this Agreement, any or all of the Parties have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction is in addition to all other remedies set forth in this Agreement or provided by law.

5.5 Notices. All notices, requests, demands and other communications required or permitted to be given under the terms of this Agreement by one party to the other must be in writing addressed to the recipient party's Notice Address set forth below and will be deemed to have been duly given or made (a) if delivered personally (including by commercial courier or delivery service) to the party's Notice Address, then as of the date delivered (or if delivery is refused, on presentation), or (b) if mailed by certified mail to the party's Notice Address, postage prepaid and return receipt requested, then at the time received at the party's Notice Address as evidenced by the return receipt, or (c) if mailed by first class mail to the party's Notice address, postage prepaid, then on the third (3rd) business day following deposit in the United States Mail. Any party may change its Notice Address by a notice given in the foregoing form and manner. The Notice Addresses of the parties are:

OTSH:

If by US Mail:

Our Town St. Helena
PO Box 94
St. Helena, CA 94574
Attn.: Executive Director

If by any delivery method other than US Mail:

Our Town St. Helena
1250 Church Street, Suite D
St. Helena, CA 04574
Attn.: Executive Director

LLC:

963 Pope Street, LLC
c/o Napa Valley Community Housing
150 Camino Dorado
Napa, CA 94558
Attn: President/CEO

5.6 Waiver. A waiver of any default by a Party must be in writing and no such waiver shall be implied from a Party's failure to take action regarding such default. One or more written waivers of any default in the performance of any provision of this REA shall not be deemed to be a waiver of any subsequent default in the performance of the same provisions of any other term or provision contained herein. The failure of a Party to insist upon strict performance of any of the terms, provisions or restrictions contained herein is not to be deemed a waiver of any rights or remedies which that Party may have, and is not to be deemed a waiver of any subsequent breach or default in any of the terms, provisions or restrictions contained herein.

5.7 Waiver of Personal Liability. Notwithstanding any provision in this Agreement to the contrary, no officer, director, member, manager, employee, agent, representative, or partner of a Party shall be personally liable in the event of any default or breach under this Agreement or for any amount that may become due under this Agreement.

5.8 Attorneys' Fees. If any Party brings any legal action or other proceeding to enforce or interpret this Agreement, the prevailing party in that action or proceeding will be entitled to recover its reasonable costs and attorneys' fees as determined by the court (including, without limitation, its reasonable costs and attorneys' fees on any appeal).

5.9 Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be to any extent invalid or unenforceable, the remainder of this Agreement or the application of such provision to any persons or circumstances other than those as to which it has been determined to be invalid or unenforceable, shall not be affected thereby.

5.10 Interpretation; Captions and Headings. The titles to the sections of this Agreement are for reference only and are not to be used to define, limit or describe the scope or intent of this document or in any way affect the terms and provisions hereof.

5.11 Entire Agreement. This Agreement, together with the Exhibits attached hereto, contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements pertaining thereto.

5.12 Governing Law; Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without regard to principles of conflicts of law. Any dispute arising out of this Agreement and any action brought to enforce or interpret the terms and conditions hereof shall be brought in Napa County, California.

5.13 Mechanic's Liens. If because of any act or omission (or alleged act or omission) of a Party (the "First Party"), or its employees, agents, contractors or servants, any mechanic's or other lien, charge or order for the payment of money or other encumbrance is filed against the Parcel of the other Party, the First Party agrees, at its own cost and expense, to cause the same to be discharged of record or bonded within ten (10) days after notice to the First Party of the filing thereof. In addition, the First Party agrees to indemnify, protect, defend and hold the other Party harmless from and against all costs, liabilities, damages, actions, judgments, costs and expenses (including actual attorneys' fees and costs incurred) resulting therefrom. If the First Party fails to comply with the foregoing provisions, the other Party may, but is not obligated to, discharge or bond any such lien, charge order or encumbrance, and the First Party agrees to reimburse the other Party for all costs, expenses and other sums of money expended in connection therewith.

5.14 Recordation. This Agreement shall be recorded in the Official Records.

5.15 Force Majeure. Each Party will be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sums of money, if and so long as, the performance of any such obligation is prevented or delayed by fire, flood, earthquake or other acts of God, strike, lockout, acts of public enemy, riot, epidemic, pandemic, insurrection, or governmental regulation of the sale or transportation of materials, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the ordinary course on the open market; orders of governmental authority, or any other cause not within the reasonable control of such Owner, other than the lack of or inability to obtain funds.

5.16 Further Assurances. Each of the Parties agrees to promptly perform, execute and deliver any further instruments reasonably necessary to evidence and carry out the provisions of this Agreement.

5.17 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

[SIGNATURES ARE ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective duly authorized officers as of the date first set forth above.

OTSH:

Our Town St. Helena, a California nonprofit public benefit corporation

By: _____
Polly Ogden, Board President

[ALL SIGNATURES MUST BE NOTARIZED]

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)
) ss:
COUNTY OF _____)

On _____, 2026, before me, _____, 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

LLC:

963 Pope Street, LLC, a California limited liability company

By: Napa Valley Community Housing, its Managing Member

By: _____
Erica Roetmann Sklar, CEO

[ALL SIGNATURES MUST BE NOTARIZED]

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)
) ss:
COUNTY OF _____)

On _____, 2026, before me, _____, 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

Exhibit A-1
SITE PLAN

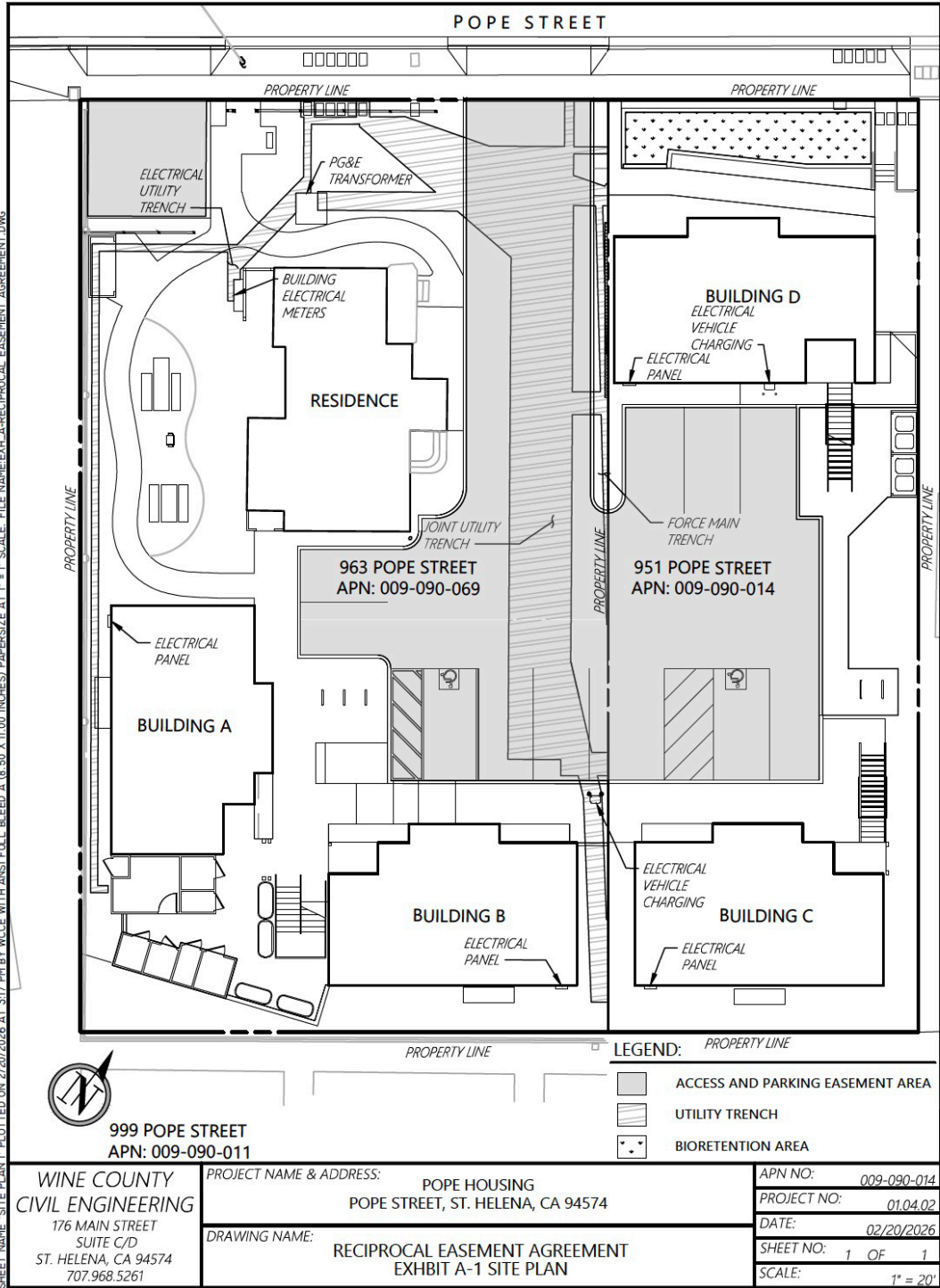


Exhibit B-1

PARCEL 1

The land described herein is situated in the State of California, County of Napa, City of Saint Helena, described as follows:

Commencing on the easterly line of Pope Street at a stake distant northeasterly two hundred and seventy-seven feet from the most westerly corner of the home lot of one Mavity, formerly known as the Chase lot and about one hundred ninety-nine feet from the most northerly corner of the Pope Street Bridge; thence running northeasterly along the easterly line of Pope Street fifty feet; thence at right angles southerly one hundred and fifty feet; thence at right angles southwesterly fifty feet; thence at right angles northwesterly one hundred fifty feet to the place of beginning.

APN: 009-090-014-000

Exhibit B-2

PARCEL 2

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

PARCEL ONE:

Real property situated in the City of St. Helena, County of Napa, State of California, being all of Tract One, Parcel One together with all of Tract Two as said Tracts are described in the Grant Deed to Our Town St. Helena, a California non-profit benefit corporation recorded September 20, 2019 as instrument number 2019-0018836 in the Official Records of the County of Napa, said Tracts being described as a whole for the purposes of a voluntary merger as follows:

Beginning at the Northern corner of said Tract One, Parcel One, described in said instrument number 2019-0018836 as being "the most Western corner of a lot heretofore conveyed to George Chase and wife to one Mrs. F. M. Woodward by Deed recorded December 12, 1884 in Volume 35 of Deeds at page 387, Napa County Records; thence running along the South Westerly line of lot so conveyed to Mrs. F. M. Woodward, South 38° 30' East 150 feet" to the most Eastern corner of said Tract One, Parcel One; thence South 51° 30' West parallel with Pope Street and 150 feet distant therefrom 60 feet to the most Southern corner of said Tract One, Parcel One, being the most Eastern corner of said Tract Two; thence South 51° 30' West 25.0 feet to the most Southern corner of said Tract Two; thence North 38° 30' West, parallel to the line common to said Tract One, Parcel One and said Tract Two 150.0 feet to the Southeastern line of Pope Street, being the most Western corner of said Tract Two; thence along said Southeastern line of Pope Street North 51° 30' East 25.00 feet to the most Northern corner of said Tract Two, being the most Western corner of said Tract One, Parcel One; thence along said Southeastern line of Pope Street North 51° 30' East 60 feet to the Point of Beginning of this description.

APN: 009-090-069

PARCEL TWO:

A non-exclusive easement for drainage pipe as granted to Wyatt H, Ensminger, et al in the document recorded October 19, 1956 in Book 526 at page 149 of Official Records.

MORTGAGEE CONSENT AND SUBORDINATION

The undersigned is the beneficiary under that certain deed of trust recorded in the Official Records of Napa County (the “**Official Records**”) on February 3, 2025, as Document Number 2025-0001607 (the “**Deed of Trust**”), encumbering all or a portion of the “Parcel No. 009-090-069-000” described in that certain Reciprocal Easement Agreement by and between Our Town St. Helena, a California nonprofit public benefit corporation, and 963 Pope Street, LLC, a California limited liability company, and recorded in the Official Records concurrently herewith (the “**Agreement**”).

The undersigned beneficiary under the Deed of Trust hereby consents to the Agreement and hereby subordinates the lien of said Deed of Trust to the provisions of such Agreement.

[Lender]

By: _____
Name: Amber Manfree
Title: Chair of the Board of Supervisors

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

State of California)
)
County of _____)

On _____ before me, _____, Notary Public, personally appeared, _____, who proved to me 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 _____