

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement over, across, under, and through the real property situated in the County of Napa, State of California, described and depicted in the attachments hereto and made a part hereof (“EASEMENT AREA”), for construction and conformance purposes related to the Napa River / Napa Creek Flood Protection Project (“PROJECT”).

This Temporary Construction Easement includes, without limitation, the right of the Napa County Flood Control and Water Conservation District (“DISTRICT”), its officers, agents, contractors, and employees, and other governmental agencies responsible for review or construction of any portion of the PROJECT and such agencies’ officers, agents, contractors, and employees, to enter upon the EASEMENT AREA with personnel, vehicles, and equipment for construction of the PROJECT, and all other activities related thereto, to remove all improvements, trees, and vegetation thereon that interfere with the purpose for which this easement is granted, to conform the EASEMENT AREA to the PROJECT, and do any and all other actions necessary and appropriate to the construction of the PROJECT. Access and use of portions of the EASEMENT AREA by the FEE OWNER, its tenants, invitees, and guests will be allowed to the extent that said portion is not being used for PROJECT construction or staging purposes at that time.

If improvements in the EASEMENT AREA are removed pursuant to this Temporary Construction Easement, such improvements will be restored to their original condition or as close thereto as is feasible, on or before the termination of the Temporary Construction Easement period. In the event the DISTRICT determines that restoration of said improvements within the EASEMENT AREA is not feasible or practicable, the FEE OWNER will be compensated for the improvements at a market value determined by the DISTRICT.

This Temporary Construction Easement is for a total period of twelve (12) months, to commence on the start date stated in the notice that the DISTRICT delivers to the FEE OWNER (“START DATE”), fixing the start date of occupation of the EASEMENT AREA and construction of the PROJECT there as identified in the Plans and Specifications for the Floodwalls North of the Bypass Project. The Temporary Construction Easement will terminate twelve (12) months after the START DATE (“TERM”).

In case of unpredictable delays in construction, upon written notification by the DISTRICT to the FEE OWNER, the TERM of the Temporary Construction Easement may be unilaterally extended by the DISTRICT for up to an additional twelve (12) months on a monthly basis provided that the DISTRICT provides written notice to the FEE OWNER of such extension prior to the expiration of the original TERM or any monthly extension thereof and the DISTRICT shall pay the FEE OWNER the monthly rate determined to be just compensation for said extension.

In no event shall this Temporary Construction Easement TERM extend beyond the completion of construction or December 31, 2028, whichever occurs first. At no additional cost to the DISTRICT, during the Temporary Construction Easement TERM, the DISTRICT shall have the

right to enter upon the FEE OWNER's retained property, where necessary, to reconstruct or perform any warranty or conformance works during or after the expiration of the Temporary Construction Easement and any extension thereto and/or the completion of the PROJECT. Said works include conforming driveways, walkways, lawn, landscaped and hardscaped areas, irrigation systems, sidewalks, or any area where reconstruction or warranty work on the FEE OWNER's retained property is necessary.

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

Within sixty (60) days of the end of the TERM, the DISTRICT will execute, acknowledge, and deliver to the FEE OWNER a quitclaim deed to confirm the termination of the Temporary Construction Easement to eliminate the Temporary Construction Easement as an encumbrance on the title of the FEE OWNER's real property. The forgoing notwithstanding, a failure by the DISTRICT to deliver a quitclaim deed or a failure by the FEE OWNER to record a quitclaim deed as provided herein shall not be deemed to extend the term of the Temporary Construction Easement beyond the TERM set forth herein above.

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

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION AND PLAT
MAP

TEMPORARY CONSTRUCTION EASEMENT
Exhibit D-1

A portion of the Lands of Elkgrove Homeowners Association, Inc., a California corporation, as described in the Grant Deed recorded on December 14, 1989 in Book 1704 of Official Records, page 80 in the office of the Napa County Recorded, State of California, said portion described as follows:

Area A

Beginning at a point on the south line of said Lands of Elkgrove Homeowners Association, Inc. that bears North 89° 58' 02" East 733.94 feet from the southwest corner of said Lands of Elkgrove Homeowners Association, Inc.; thence leaving said south line thence North 0° 00' 00" East 55.36 feet; thence North 90° 00' 00" East 33.69 feet to the beginning of a curve concave to the Southwest having a radius of 30.00 feet; thence 30.58 feet along said curve through a central angle of 58° 24' 45"; thence South 31° 35' 15" East 48.16 feet to the south line of said Lands of Elkgrove Homeowners Association, Inc. and being **Point A**; thence South 89° 58' 02" West 84.47 feet to the **Point of Beginning**.

Area B

Commencing at **Point A**; thence along said south line North 89° 58' 02" East 5.54 feet; thence leaving the south line of said Lands of Elkgrove Homeowners Association, Inc. North 20° 07' 43" West 1.48 feet; North 31° 35' 15" East 91.47 feet to the **Point of Beginning**; thence North 58° 25' 30" East 23.30 feet; thence North 38° 42' 41" West 9.42 feet; thence North 43° 29' 35" West 10.39 feet; thence South 46° 30' 25" West 20.10 feet; thence North 89° 58' 17" West 19.75 feet; thence South 0° 00' 00" East 17.26 feet; thence North 90° 00' 00" East 21.01 feet; thence North 58° 25' 30" East 7.64 feet to the **Point of Beginning**.

Basis of Bearing

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

End Description

Area: 4,484 Sq. Ft.
0.10 Ac.



NAPA ELKS HALL ASSOCIATION
APN: 044-170-008

ELKGROVE HOMEOWNERS
ASSOC. INC.
APN: 044-330-082

GLEN VIEW APARTMENTS LLC
APN: 044-281-005

N89°58'02"E 733.94'

RIVER GLEN P.O.B.
HOMEOWNERS ASSOC
APN: 044-320-059

AREA B
792 SF
0.02 AC

AREA A
3689 SF
0.08 AC

NAPA RIVER

SEE
DETAIL

1"=100'

SOSCOL AVE

SEE SHEET 2
FOR LINE & CURVE
DATA

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

TEMPORARY
CONSTRUCTION
EASEMENT

EXHIBIT D-2



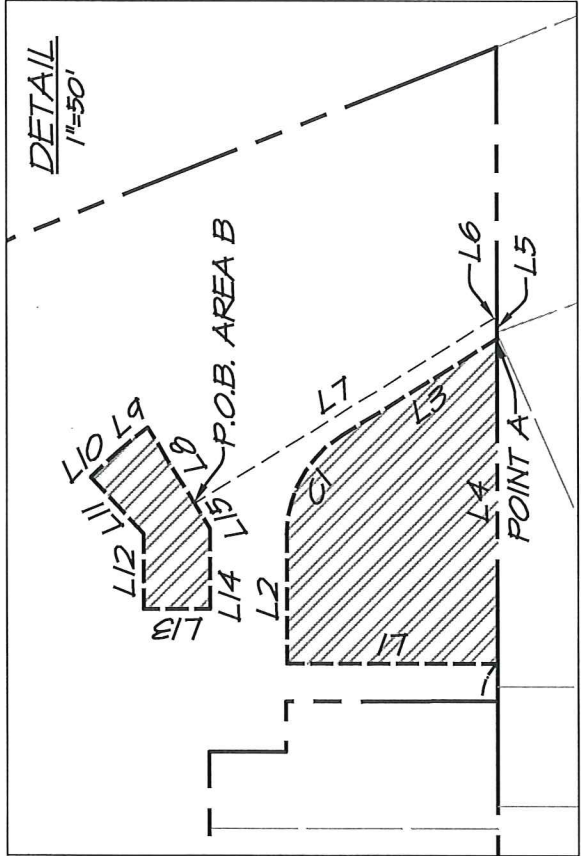
1515 FOURTH STREET
NAPA, CALIF. 94559
OFFICE | 707 | 252.3301
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09-20-2023

044-330-082 D-2

1 OF 1



BASIS OF BEARING
THE BEARING BETWEEN MONUMENTS #B-9 AND #B-10 ON LINCOLN AVENUE SHOWN
ON THE MAP RECORD OF SURVEY MAP NO. 3052, FILED JUNE 26, 1978 IN BOOK
20 OF RECORD OF SURVEYS AT PAGE 64-72, NAPA COUNTY RECORDS, AS
NORTH 89° 43' 00" WEST AND MEASURED AS NORTH 89° 43' 09" WEST.

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

| Line Table | | |
|------------|--------|-------------|
| Line # | Length | Direction |
| L1 | 55.36' | N0°00'00"E |
| L2 | 33.69' | N90°00'00"E |
| L3 | 48.16' | S31°35'15"E |
| L4 | 84.47' | S89°58'02"W |
| L5 | 5.54' | N89°58'02"E |
| L6 | 1.48' | N20°07'43"W |
| L7 | 91.47' | N31°35'15"W |
| L8 | 23.30' | N58°25'30"E |
| L9 | 9.42' | N38°42'41"W |
| L10 | 10.39' | N43°29'35"W |
| L11 | 20.10' | S46°30'25"W |
| L12 | 19.75' | N89°58'17"W |
| L13 | 17.26' | S0°00'00"E |
| L14 | 21.01' | N90°00'00"E |
| L15 | 7.64' | N58°25'30"E |

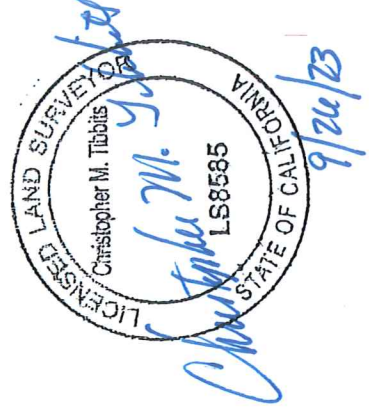
| Curve Table | | | |
|-------------|--------|--------|-----------|
| Curve # | Length | Radius | Delta |
| C1 | 30.58' | 30.00' | 58°24'45" |

TEMPORARY
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044-330-082 D-2

AREA A

North: 1878540.2183' East: 6481039.7461'

Segment #1 : Line

Course: N0°00'00"E Length: 55.36'
North: 1878595.5783' East: 6481039.7461'

Segment #2 : Line

Course: N90°00'00"E Length: 33.69'
North: 1878595.5783' East: 6481073.4361'

Segment #3 : Curve

Length: 30.58' Radius: 30.00'
Delta: 58°24'45" Tangent: 16.77'
Chord: 29.28' Course: S60°47'37"E
Course In: S0°00'00"E Course Out: N58°24'45"E
RP North: 1878565.5783' East: 6481073.4361'
End North: 1878581.2909' East: 6481098.9937'

Segment #4 : Line

Course: S31°35'15"E Length: 48.16'
North: 1878540.2662' East: 6481124.2199'

Segment #5 : Line

Course: S89°58'02"W Length: 84.47'
North: 1878540.2179' East: 6481039.7499'

Perimeter: 252.25' Area: 3689.00 Sq. Ft.
Error Closure: 0.0038 Course: S84°18'21"E
Error North: -0.00038 East: 0.00379
Precision 1: 66042.11

AREA B

North: 1878642.9649' East: 6481083.6464'

Segment #1 : Line

Course: N58°25'30"E Length: 23.30'
North: 1878655.1651' East: 6481103.4969'

Segment #2 : Line

Course: N38°42'41"W Length: 9.42'
North: 1878662.5156' East: 6481097.6057'

Segment #3 : Line

Course: N43°29'35"W Length: 10.39'
North: 1878670.0531' East: 6481090.4546'

Segment #4 : Line

Course: S46°30'25"W Length: 20.10'
North: 1878656.2190' East: 6481075.8729'

Segment #5 : Line

Course: N89°58'17"W Length: 19.75'
North: 1878656.2288' East: 6481056.1229'

Segment #6 : Line

Course: S0°00'00"E Length: 17.26'
North: 1878638.9688' East: 6481056.1229'

Segment #7 : Line

Course: N90°00'00"E Length: 21.01'
North: 1878638.9688' East: 6481077.1329'

Segment #8 : Line

Course: N58°25'30"E Length: 7.64'
North: 1878642.9692' East: 6481083.6418'

Perimeter: 128.88' Area: 792.20 Sq. Ft.
Error Closure: 0.0063 Course: N46°24'27"W
Error North: 0.00432 East: -0.00453
Precision 1: 20455.56

