

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:

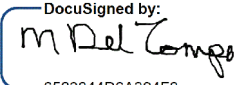
Napa County Flood Control and Water Conservation District, a special district of the State of California

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>
---	---	--

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

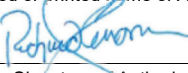
Acquire approximately 56.8 acres in the County of Napa for future development into an open space wetlands area with passive recreation features such as boardwalks, pathways, and a kayak launch area.

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



Signature of Authorized Representative

Address 804 First Street Napa, CA 94559

Title District Manager

Date August 10, 2023

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:

Maria Almos

A95AF99B0D1941C...

By

Date 8/17/2023

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**
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:

043-103-007

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.

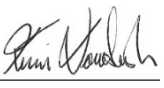
This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment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



ORDER NO: 00302949-PC
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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.



**First American Title
Company of Napa**

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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-



**First American Title
Company of Napa**

ORDER NO: **00302949-PC**
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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



**First American Title
Company of Napa**

ORDER NO: 00302949-PC
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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](#)



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

ORDER NO: **00302949-PC**
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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: **00302949-PC**
UPDATED REPORT #: **2**

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