

APPENDIX H

Hydrology Report



HYDROLOGY ANALYSIS

For

HUNTER SUBDIVISION
ST. HELENA, CA

APN: 009-030-057



Project #4110047.0

January 25, 2019



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EXECUTIVE SUMMARY

This report is intended to respond to the City of St. Helena's Second Notification of Identified Issues - Hunter Residential Subdivision Tentative Map Application Comment number 2a. which asks us to, "Complete Hydrologic analysis identifying existing drainage features and patterns; modeling pre- and post- project run off rates and volumes; and substantiating applicants claim of adequate detention basin capacity made in the draft EIR..."

In order to substantiate the claim that the detention basin has adequate capacity we have included the January 2009 agreement of sale between The City of St. Helena and Dennis Hunter. Section 1.7c of the above agreement states, "The City will size, at no additional cost to Hunter, storm water drainage handling facilities downstream of the site, to be constructed as part of the [St. Helena Comprehensive Flood Control Protection Project], based upon projected build-out of the Hunter Remainder and the 3.58 acres, zoned Medium-density residential (MR) as of the Effective Date of this Agreement (as defined in the St. Helena Municipal Code Section 17.40), expressed as a 70% impervious drainage watershed". See Exhibit B for the full agreement.

We have also included portions of the previous City of St. Helena Comprehensive Flood Protection Project's Interior Drainage Analysis Final Report for the Miller Property/Hunter Property/Hunt Avenue. The sections included in Exhibit C demonstrates the existing and proposed conditions for the Hunter property referred to as Sub-basin 4 in Figure 6 of the report. The section included in Exhibit B show that for the existing 10-year storm event, sub-basin 4 was assigned an impervious percentage of 0, which matches the pre-project condition of the site. This same sub-basin was assigned a value of 70% impervious in the proposed 100-year storm event model. This proposed condition matches the agreement language for the Hunter property.

Per the Agreement with the City of St. Helena and the City of St. Helena Comprehensive Flood Protection Project's Interior Drainage Analysis Final Report for the Miller Property/Hunter Property/Hunt Avenue, it is assumed that the detention system installed as part of the Comprehensive Flood Protection Project accounts for the future development of the Hunter parcel to an extent of 70% impervious. The proposed Hunter parcel development has been shown to be only 58% impervious, and thus meets both the agreement and the condition analyzed in the Mead & Hunt report. As such no additional storm water volume control facilities should be required as part of the proposed Hunter subdivision. See Exhibit A for the proposed impervious area exhibit.



EXHIBIT A

IMPERVIOUS AREAS EXHIBIT

HUNTER SUBDIVISION PROPOSED IMPERVIOUS AREAS

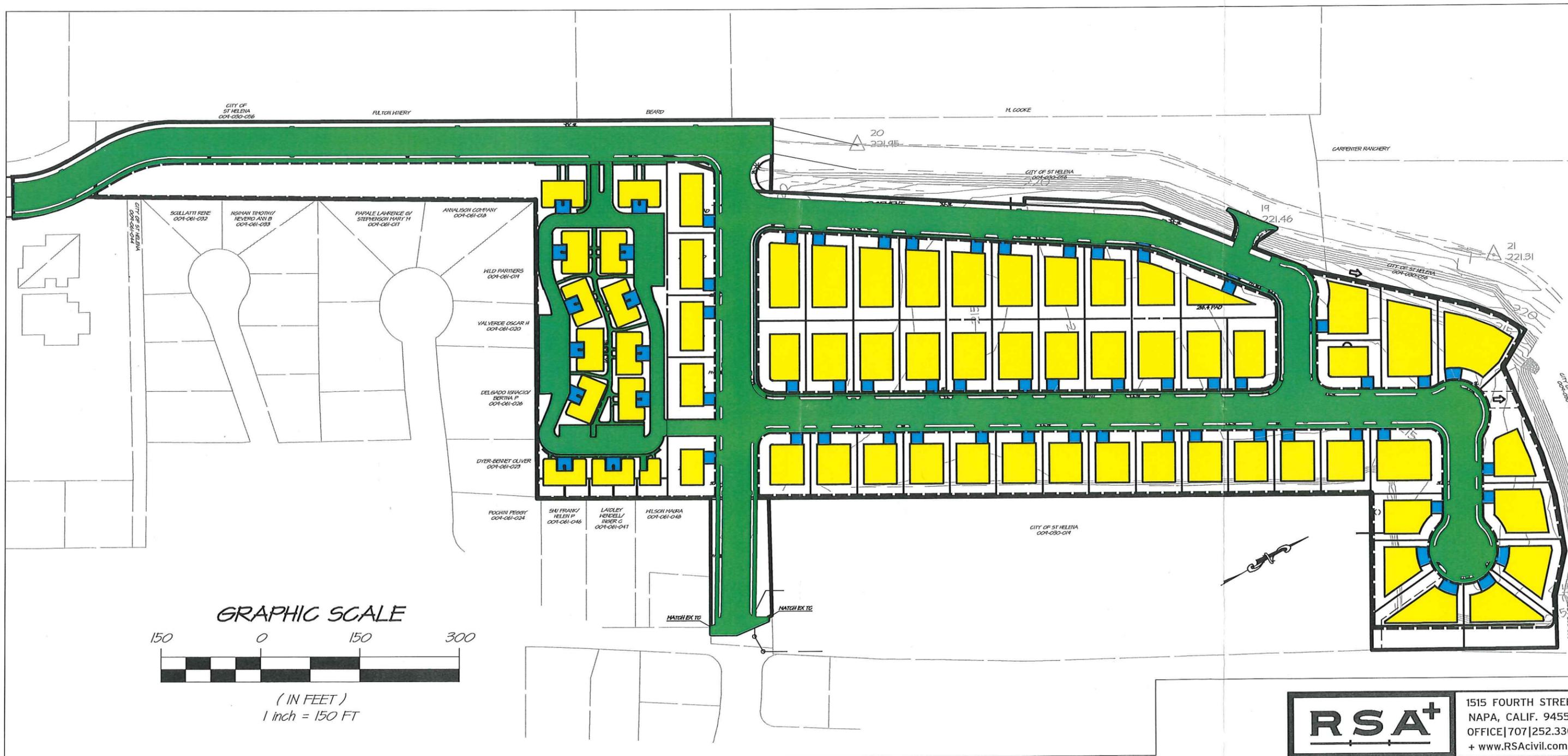
LEGEND

- DRIVEWAY AREAS = 0.57 AC
- BUILDING AREAS = 4.76 AC
- STREETS AND SIDEWALK AREAS = 5.58 AC
- PROJECT BOUNDARY LINE (TOTAL AREA = 18.80 AC)

CALCULATION

IMP AREAS = 10.91 AC
TOT AREA = 18.80 AC

% IMPERVIOUS = 10.91 AC / 18.80 AC = 58% IMPERVIOUS



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EXHIBIT B

CITY OF ST. HELENA AND HUNTER AGREEMENT

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("**Agreement**") is made and entered into as of January __, 2009 (the "**Effective Date**"), by and between the City of St. Helena (the "**City**"), and Dennis R. Hunter ("**Hunter**").

RECITALS

A. Hunter owns that certain real property located in the City of St. Helena, State of California, consisting of approximately 3.69 acres, together with all appurtenant improvements, rights, interests, easements, tenements and estates, a portion of APN No. 009-030-020, more fully described on Exhibit A (the "**Hunter Property**").

B. A portion of the Hunter Property, consisting of approximately 1.20 acres, as shown on Exhibit B, is located below the flood plain (the "**1.20 Acres**"). The remaining portion of the Hunter Property, consisting of approximately 2.39 acres as shown on Exhibit B, is located above the flood plain (the "**2.39 Acres**"). A .10 acre portion of the Hunter Property located below the floodplain is not shown on Exhibit B

C. The City owns that certain real property located in the City of St. Helena, State of California, consisting of approximately 3.58 acres located below the flood plain, together with all appurtenant improvements, rights, interests, easements, tenements and estates, as more fully described on Exhibit C (the "**3.58 Acres**"). The Hunter Property and the 3.58 Acres may be referred to individually as a "property" and collectively as the "properties."

D. The Hunter Property and the 3.58 Acres are designated in the City's general plan as MR / Medium Density Residential 5.1 to 16 units per acre.

E. The City intends to use the 3.58 Acres for the advancement of the St. Helena Comprehensive Flood Control Protection Project (the "**Project**") based on the City's desire to acquire the Hunter Property from Hunter and Hunter's desire to acquire the 3.58 Acres from the City, in accordance with the terms and conditions set forth in this Agreement.

F. In furtherance of the Project, the City has secured a loan from the State Revolving Fund of the State Water Resources Control Board, the terms of which require that the City request funds for property acquisition thirty to forty-five (30-45) days before the close of escrow on the purchase of such property.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties hereby agree as follows:

ARTICLE 1: LOT LINE ADJUSTMENT; EASEMENTS

1.1 Lot Line Adjustment. The City hereby covenants and agrees to promptly process and cause to be recorded at Closing (as defined below) the lot line adjustments required to establish the property configurations shown on Exhibit D. Following the Lot Line Adjustment,

the City will own 15.691 acres and Hunter will own 16.903 acres. The Lot Line Adjustment shall have been recorded in the Official Records of the County such that the Property can be transferred to Hunter in accordance with California Government Code Section 66410 *et seq.* (the "Map Condition"). In light of the decision in *Black Hills Investments, Inc. v. Albertson's Inc.* (2007) 146 Cal. App. 4th 883.

1.2 Grant of Temporary Easement. For good and valuable consideration, Hunter hereby grants to the City an exclusive easement (the "**Temporary Easement**") to use the Hunter Property prior to the Close of Escrow (as defined below) for the purposes set forth in the St. Helena Comprehensive Flood Control Protection Project. The Temporary Easement herein granted shall commence upon the Effective Date and shall merge into the grant deed upon Hunter's conveyance of the Hunter Property to the City.

1.3 Grant of Construction Easement. For good and valuable consideration, Hunter hereby grants to the City a temporary, non-exclusive easement (the "**Construction Easement**"), in accordance with the terms of that certain Construction Easement in the form attached hereto as Exhibit E, over, under, across, above and through that certain real property shown on Exhibit E hereto (the "**Construction Easement Area**") for ingress and egress and for construction related purposes in connection with the Project. This Construction Easement is intended to be temporary in nature and shall terminate on December 31, 2012.

1.4 Grant of Utility Easement. For good and valuable consideration, Hunter hereby grants to the City a non-exclusive perpetual easement (the "**Utility Easement**"), in accordance with the terms of that certain Utility Easement in the form attached hereto as Exhibit F, over, under, across, above and through that certain real property shown on Exhibit F hereto (the "**Utility Easement Area**") for the purposes of installing, constructing, operating, using, maintaining, repairing, and replacing utility facilities, lines or connections and any uses incidental thereto.

1.5 Depositing of Dirt. Hunter hereby grants to the City the right, at no additional cost to the City and at no cost to Hunter, to deposit dirt, excavated by the City in connection with the Project, on that certain real property (the "**Fill Area**") described on the Soil Stockpile Grading Plan attached hereto as Exhibit G. City and its contractors and agents shall prepare the Fill Area to receive the dirt by removing vines and other vineyard improvements and place the fill in a good and workman-like manner.

1.6 Well Access License. Hunter hereby grants to the City a license at no additional cost to the City and at no cost to Hunter, to access and use water from the existing well shown on Exhibit G in connection with the Project. For good and valuable consideration, Hunter hereby grants to the City a temporary, non-exclusive license (the "**Well Access License**") over, under, across, above and through properties to be owned by Hunter, including the 3.58 Acres. This Well Access License is intended to be temporary in nature and to continue only during the performance of the Project. The Well Access License shall terminate, without the necessity of further documentation, upon completion of the Project.

1.7 Drainage Improvements. The City intends as a part of the Project to build certain retention and drainage facilities as specifically described as follows:

(a) The City will construct a compacted earth fill pad on the remainder of APN No. 009-030-020 (“**Hunter Remainder**”) (exclusive of the Hunter Property) and on the 3.58 Acres in accordance with the enclosed Exhibit G. The source of the soil material to construct the pad shall be the City’s Flood Protection Project, with unsuitable material (defined as organic content in excess of 3.5%) segregated and placed in areas outside of the useable pad area shown on Exhibit G. Pad construction will comply with the notes on the exhibit and finish graded to provide positive drainage in accordance with Exhibit G. The level of the pad may vary based upon the amount of material generated from the Project with the elevation of the pad adjusted uniformly.

(b) Upon completion of the Project, the then existing drainage patterns for the Hunter Remainder and the 3.58 Acres shall remain undisturbed by the City, with exception of the new pad drainage. Drainage ditches on the pad will be routed to the new detention basin shown on Exhibit G. The City will modify its existing detention basin inlet from the storm drain system to provide a storm drain inlet for pad drainage.

(c) The City will size, at no additional cost to Hunter, storm water drainage handling facilities downstream of the site, to be constructed as part of the Project, based upon projected build-out of the Hunter Remainder and the 3.58 Acres, zoned Medium-density Residential (MR) as of the Effective Date of this Agreement (as defined in the St. Helena Municipal Code Section 17.40), expressed as a 70% impervious drainage watershed.

(d) The City agrees to reroute the existing water main crossing the Hunter Remainder in Easement 895 (OR 383 NCR), as shown on the enclosed Exhibit H. Relocation will be completed by the City prior to development of the Hunter Remainder and the 3.58 Acres. The City’s easement for the section of pipe being abandoned will be quit-claimed and returned to Hunter once the relocation is complete.

1.8 Sewer Connection. Upon any application for development of the Hunter Property as referenced in this Agreement, City will not unreasonably withhold its permission for Hunter to cross City property to access a sewer connection. Nothing in this section shall be construed as an entitlement to development under the current medium density residential zoning, and Hunter is responsible for obtaining all necessary development approvals from the City and any other agencies with jurisdiction over the Hunter Property.

1.9 Covenants Running with the Land. The terms and conditions contained in this Article 1 shall (a) constitute covenants running with the land, (b) survive the Close of Escrow, and (c) bind the parties hereto, their heirs, successors and assigns.

1.10 Payment of Taxes. All real property taxes and assessments on the Hunter Property (prior to Close of Escrow) and the Construction Easement Area shall be payable by Hunter.

ARTICLE 2: PURCHASE AND SALE

2.1 Hunter Property. The parties hereby acknowledge and agree that the City requires the Hunter Property in connection with the Project. Accordingly, the City has forced a sale of the Hunter Property by Hunter under the threat of condemnation, on the terms and conditions set forth herein.

2.2 3.58 Acres. As partial consideration for the sale of the Hunter Property pursuant to Section 2.1, above, the City hereby agrees to convey the 3.58 Acres to Hunter, on the terms and conditions set forth herein.

ARTICLE 3: PURCHASE PRICE

3.1 Purchase Price. The parties hereby acknowledge and agree that the fair market value of the 1.20 Acres and the 3.58 Acres is Three Hundred Twenty Five Thousand Dollars (\$325,000) per acre and that the fair market value of the 2.39 Acres is Seven Hundred Thousand Dollars (\$700,000) per acre. Consequently, the agreed upon value of each property is as follows:

<u>Property</u>	<u>Value</u>
3.58 Acres	\$1,163,500 (valued at \$325,000 per acre)
1.20 Acres	\$390,000 (valued at \$325,000 per acre)
2.39 Acres	\$1,673,000 (valued at \$700,000 per acre)

Thus, the balance of the purchase price to be paid by the City at Closing shall be **\$899,500** [the value of the 1.20 acres and the 2.39 acres (\$1,673,000 + \$390,000) minus the credit received by the City for the 3.58 acres (\$1,163,500)].

ARTICLE 4: CLOSING

4.1 Closing. Hunter hereby covenants and agrees to cooperate with the City in connection with the City's application for a loan from the State Revolving Fund of the State Water Resources Control Board and satisfying all requirements thereof. The consummation of the transactions contemplated herein (the "**Closing**" or "**Close of Escrow**") shall occur on or before February 1, 2008 at the office of North Bay Title Co, Santa Rosa, California ("**Escrow Agent**"); provided, however, that the date for the Close of Escrow shall be subject to extension to the extent required by the State Revolving Fund. Upon satisfaction or completion of all closing conditions and deliveries, the parties shall direct Escrow Agent to immediately record and deliver the closing documents to the appropriate parties and make disbursements according to the closing statements executed by the City and Hunter.

4.2 Escrow Fee. Except as expressly provided herein to the contrary, the escrow fee, if any, charged by Escrow Agent, shall be paid in accordance with customary practices in Napa County.

4.3 Hunter's Deliveries into Escrow. At least one (1) business day prior to the Closing Date, Hunter shall deliver to Escrow Agent for distribution to the appropriate party(ies) at Closing, the following:

(a) Grant Deed. A grant deed in conformity with the custom in the State of California, executed and acknowledged by Hunter, conveying to the City fee simple title to the Hunter Property.

(b) Prorations. Hunter's share of any prorations or expenses.

(c) Tax Certificates. A Foreign Investment in Real Property Tax Act affidavit and a California Form 593-C, executed by Hunter.

(d) State Law Disclosures. Such disclosures and reports as are required by applicable state and local law in connection with the conveyance of real property.

(e) Additional Documents. Any additional documents that the City or the Escrow Agent may reasonably require for the proper consummation of the transactions contemplated by this Agreement.

4.4 The City's Deliveries into Escrow. At least one (1) business day prior to the Closing Date, the City shall deliver to Escrow Agent for distribution to the appropriate party(ies) at Closing, the following:

(a) Purchase Price. The balance of the purchase price, if any, plus or minus applicable prorations and expenses.

(b) Grant Deed. A grant deed in conformity with the custom in the State of California, executed and acknowledged by the City, conveying to Hunter fee simple title to the 3.58 Acres.

(c) State Law Disclosures. Such disclosures and reports as are required by applicable state and local law in connection with the conveyance of real property.

(d) Additional Documents. Any additional documents that Hunter or the Escrow Agent may reasonably require for the proper consummation of the transactions contemplated by this Agreement.

4.5 Closing Statements. At least one (1) business day prior to the Closing Date, Hunter and the City shall deposit with Escrow Agent executed closing statements consistent with this Agreement in the form required by Escrow Agent.

ARTICLE 5: PRORATIONS AND EXPENSES

5.1 Prorations.

(a) Taxes and Assessments. All non-delinquent real estate taxes and non-delinquent assessments on the properties shall be prorated as of 12:01 a.m. on the day of the Close of Escrow based on the actual current tax bill. All delinquent taxes and all delinquent assessments, interest and penalties (if any) with respect to a property, shall be paid at the Close of Escrow by the party conveying such property. If any information needed for the final proration of any item is not available as reasonably determined by Escrow Agent and the parties are notified of the same prior to Closing, the parties shall re-prorate such item after Closing and payment shall be made promptly to the party entitled thereto. The provisions of this Section 5.1(a) shall survive the Close of Escrow

(b) Sales, Transfer, and Documentary Taxes. The parties shall pay, in accordance with customary practices in Napa County, all sales, gross receipts, compensating, stamp, excise, documentary, transfer, deed or similar taxes and fees imposed in connection with the transactions contemplated hereunder.

5.2 No Brokers. Hunter and the City represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with this Agreement. In the event of any claim for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, each party shall indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1 Hunter's Representations and Warranties. Hunter represents and warrants to the City that:

(a) Conflicts and Pending Actions or Proceedings. There is no agreement to which Hunter is a party or, to Hunter's knowledge, binding on Hunter which is in conflict with this Agreement. There is no action or proceeding pending or, to Hunter's knowledge, threatened against Hunter or relating to the Hunter Property which challenges or impairs Hunter's ability to execute or perform its obligations under this Agreement.

(b) No Encumbrances. Hunter has not alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the Hunter Property or any portion thereof, nor entered into any agreement to do so, and there are no liens, encumbrances, mortgages, covenants, conditions, reservations, restrictions, easements or other matters affecting the Hunter Property, except as disclosed in the preliminary title report delivered to the City. Hunter shall not, directly or indirectly, alienate, encumber, transfer, mortgage, assign, pledge, or otherwise convey its interest prior to the Close of Escrow, as long as this Agreement is in force. Any encumbrances which are recorded against the property prior to the Close of Escrow must include a release provision that will permit the sale to close and must provide for the removal of the encumbrance before Close of Escrow. The removal of all encumbrances is a condition precedent to the Close of Escrow.

(c) Contractors and Suppliers. All contractors, subcontractors, suppliers, architects, engineers, and others who have performed services or labor or have supplied materials in connection with Hunter's acquisition, development, ownership, or management of the Hunter Property have been paid in full and all liens arising therefrom (or claims which with the passage of time or the giving of notice, or both, could mature into liens) have been satisfied and released.

6.2 City's Representations and Warranties. The City represents and warrants to Hunter that the City has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. The City represents that the 3.58 Acres has a current zoning of medium-density residential as shown on the City's current zoning map. This Agreement has been duly executed by the City, and upon delivery to and execution by Hunter shall be a valid and binding agreement of the City.

6.3 Survival of Representations and Warranties. The representations and warranties set forth in this Article 6 are made as of the Effective Date and are remade as of the Closing Date and shall not be deemed to be merged into or waived by the instruments of Closing, but shall survive the Closing. However, the representation of the zoning of the 3.58 Acres is a representation of the zoning at the time of Close of Escrow only and such representation shall not survive this Agreement. Each party agrees to defend and indemnify the other against any claim, liability, damage or expense asserted against or suffered by such other party arising out of the breach or inaccuracy of any such representation or warranty.

ARTICLE 7: DEFAULT AND REMEDIES

7.1 Default. If the transactions contemplated hereunder fail to close as a result of a party's default, the non-defaulting party shall be entitled to such remedies for breach of contract as may be available at law and/or in equity including, without limitation, the remedy of specific performance.

7.2 Notice of Default. Except for a party's failure to close on the Closing Date, neither party shall have the right to declare a default by the other party and terminate this Agreement because of a failure by such other party to perform under the terms of this Agreement unless the other party shall fail to cure such failure to perform within ten (10) days after its receipt of written notice of such failure to perform.

7.3 Other Expenses. If this Agreement is terminated due to the default of a party, such defaulting party shall pay any fees due to Escrow Agent.

ARTICLE 8: DUE DILIGENCE; AS-IS; RELEASE

8.1 Due Diligence Investigation. Hunter acknowledges that it has had an opportunity to conduct its due diligence investigation of the 3.58 Acres, and hereby approves the condition and suitability of the 3.58 Acres for Hunter's purposes. Hunter has determined that the 3.58 Acres is currently zoned medium-density residential and acknowledges that nothing in this Agreement shall be construed as an entitlement to development under the current medium density residential zoning, and Hunter is responsible for obtaining all necessary development approvals from the City and any other agencies with jurisdiction over the Hunter Property.. The

City acknowledges that it has had an opportunity to conduct its due diligence investigation of the Hunter Property, and hereby approves the condition and suitability of the Hunter Property for the City's purposes. The parties shall continue to operate and maintain their respective properties, prior to the Close of Escrow, in substantially the same manner that such were operated and maintained as of the Effective Date.

(a) Hunter has reviewed a preliminary title report for the 3.58 Acres and approved all of the following exceptions to title: (a) standard printed exceptions in the preliminary title report; (b) general and special real property taxes and assessments constituting a lien not yet due and payable; and (c) the title exceptions listed on Exhibit I attached hereto. The City shall deliver title to the 3.58 Acres to Hunter at the Closing subject only to the foregoing approved exceptions.

(b) The City has reviewed a preliminary title report for the Hunter Property and approved all of the following exceptions to title: (a) standard printed exceptions in the preliminary title report; (b) general and special real property taxes and assessments constituting a lien not yet due and payable; and (c) the title exceptions listed on Exhibit J attached hereto. Hunter shall deliver title to the Hunter Property to the City at the Closing subject only to the foregoing approved exceptions.

8.2 "As-Is" Sale. Each party hereby acknowledges and agrees that, neither the other party, nor anyone acting for or on behalf of such other party, has made any representations, warranties, or promises, concerning the condition of the properties or any other aspect of the properties. Each party further acknowledges that HE OR IT WILL BE ACQUIRING THE PROPERTIES, AS APPLICABLE, BASED UPON THEIR "AS-IS" CONDITION AND THEIR STATE OF REPAIR INCLUSIVE OF ALL FAULTS AND DEFECTS, WHETHER KNOWN OR UNKNOWN, AS MAY EXIST AS OF THE CLOSE OF ESCROW, AND EACH PARTY EXPRESSLY ASSUMES THE RISK THAT ADVERSE PHYSICAL, ENVIRONMENTAL, FINANCIAL AND LEGAL CONDITIONS MAY NOT BE REVEALED BY SUCH PARTY'S DUE DILIGENCE INVESTIGATION (IF ANY).

8.3 Disclaimer. Except for a breach of this Agreement, each party hereby fully and forever waives and disclaims, all warranties of whatever type or kind with respect to the property acquired by him or it, whether express, implied or otherwise including, without limitation, those of fitness for a particular purpose, tenantability, habitability or use.

8.4 Release and Waiver. Each party hereby fully and forever releases, acquits and discharges the other party of and from, and hereby fully and forever waives any and all claims, actions, causes of action, suits, proceedings, demands, rights, damages, costs, expenses or other compensation whatsoever, whether known or unknown, direct or indirect, foreseeable or unforeseeable, absolute or contingent ("**Claims**"), that such party now has or may have or which may arise in the future arising out of, directly or indirectly, or in any way connected with the condition of the property acquired by him or it. The parties hereby agree that the matters released in this Section 8.4 are not limited to matters which are known or disclosed and, with respect to the foregoing release, each party hereby waives any and all rights and benefits which he or it now has, or in the future may have, conferred upon him or it, by virtue of the provisions

of Section 1542 of the Civil Code of the State of California (or any other statute or common law principles of similar effect), which Section 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.

In this connection, each party acknowledges and agrees that it understands that factual matters relating directly to the properties now unknown to him or it may have given or may hereafter give rise to claims that are presently unknown, unanticipated and unsuspected, and such party further acknowledges and agrees that the releases herein have been negotiated and agreed upon in light of that realization and that it nevertheless intends to release, discharge and acquit the other party from any such unknown claims.

Hunter's Initials: _____

City's Initials: _____

8.5 Delivery of Title Policy. At Hunter's request, the Title Company shall deliver to Hunter an owner's policy of title insurance issued by the Title Company as of the Closing Date, insuring Hunter as owner of fee simple title to the 3.58 Acres. At the City's request, the Title Company shall deliver to the City an owner's policy of title insurance issued by the Title Company as of the Closing Date, insuring the City as owner of fee simple title to the Hunter Property. Notwithstanding the foregoing, the Title Company's delivery or willingness to deliver the foregoing title policies shall not be a condition precedent to either party's obligation to close hereunder. Each party shall pay the premium for their respective title policies.

ARTICLE 9: NOTICES

9.1 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile, in which case notice shall be deemed delivered upon transmission of such notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

(a) If to Hunter:

Dennis R. Hunter
P. O. Box 9069
Santa Rosa, CA 95405

Telephone: (707)579-1007
Facsimile: (707) 527-6151

With a copy to:

Clement, Fitzpatrick & Kenworthy
3333 Mendocino Avenue, Suite 200
Santa Rosa, California 95403
Attn: Clayton E. Clement
Telephone: (707)523-1181
Facsimile: (707) 546-1360

(b) If to the City:

City of St. Helena
1480 Main Street
St. Helena, CA 94574
St. Helena, CA
Attn: City Manager
Telephone: (707) 967-2792
Facsimile: (707) 963-7748

With a copy to:

Miller Starr Regalia
Attn: Ethan Friedman
1331 North California Boulevard, Fifth Floor
Walnut Creek, CA 94596
Telephone: (925) 935-9400
Facsimile: (925) 933-4126

(c) If to Title Company or Escrow Agent:

North Bay Title Company
431 E Street
Santa Rosa, CA 95404
Attn: Sandy Veveiros
Telephone: (707) 526-2000
Facsimile: (707) 526-4782

ARTICLE 10: MISCELLANEOUS

10.1 Parties Bound. This Agreement shall bind and shall inure to the benefit of the City, Hunter and their respective successors and assigns. Notwithstanding the foregoing, neither

party may assign this Agreement without the prior written consent of the other, and any such prohibited assignment shall be void.

10.2 Headings. The article and paragraph headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

10.3 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

10.4 Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of California.

10.5 Survival. The provisions of this Agreement that contemplate performance after the Closing and the obligations of the parties not fully performed at the Closing shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing.

10.6 No Third Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

10.7 Entirety and Amendments. This Agreement, together with all exhibits attached hereto and incorporated herein, embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

10.8 Time. Time is of the essence in the performance of this Agreement.

10.9 Attorneys' Fees. Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

10.10 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

10.11 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included at, unless such last day is a Saturday, Sunday or legal holiday for national banks in the

location where the properties are located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. Pacific time.

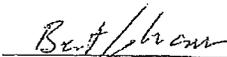
10.12 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the properties hereunder.

10.13 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email or facsimile counterparts of the signature pages.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.


Dennis R. Hunter

CITY OF ST. HELENA

By: 
Name: Bert Johansson
Title: City Manager

Approved as to form:

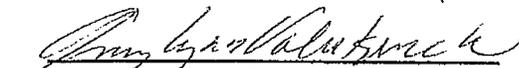

Amy L. Valukevich, City Attorney

EXHIBIT A

Exhibit A

Hunter Property

Exhibit "A"

That certain real property situate in the City of St Helena, County of Napa, State of California being a portion of the lands described in the Grant Deed to Dennis R. Hunter recorded December 7, 2001, at Document No. 2001-0043130 Official Records Napa County, said portion being more particularly described as follows:

BEGINNING at the southwestern corner of said lands; thence along the general northwestern line of said lands N29°14'27"E, 944.57 feet; thence leaving last said line S60°46'20"E, 79.83 feet; thence S47°03'45"W, 97.46 feet; thence S29°14'27"W, 851.75 feet to the southwestern line of said parcel; thence along last said line N60°50'08"W, 50.00 feet to the **Point of Beginning**.

Containing 48,611 sq. ft. more or less.

All bearings, distances and coordinates described herein are based upon (NAD-83) California State Plane Coordinate System, Zone 2 (U.S. feet), Epoch 1991.35. Multiply distances described herein by 0.99996247 to obtain ground distances.

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

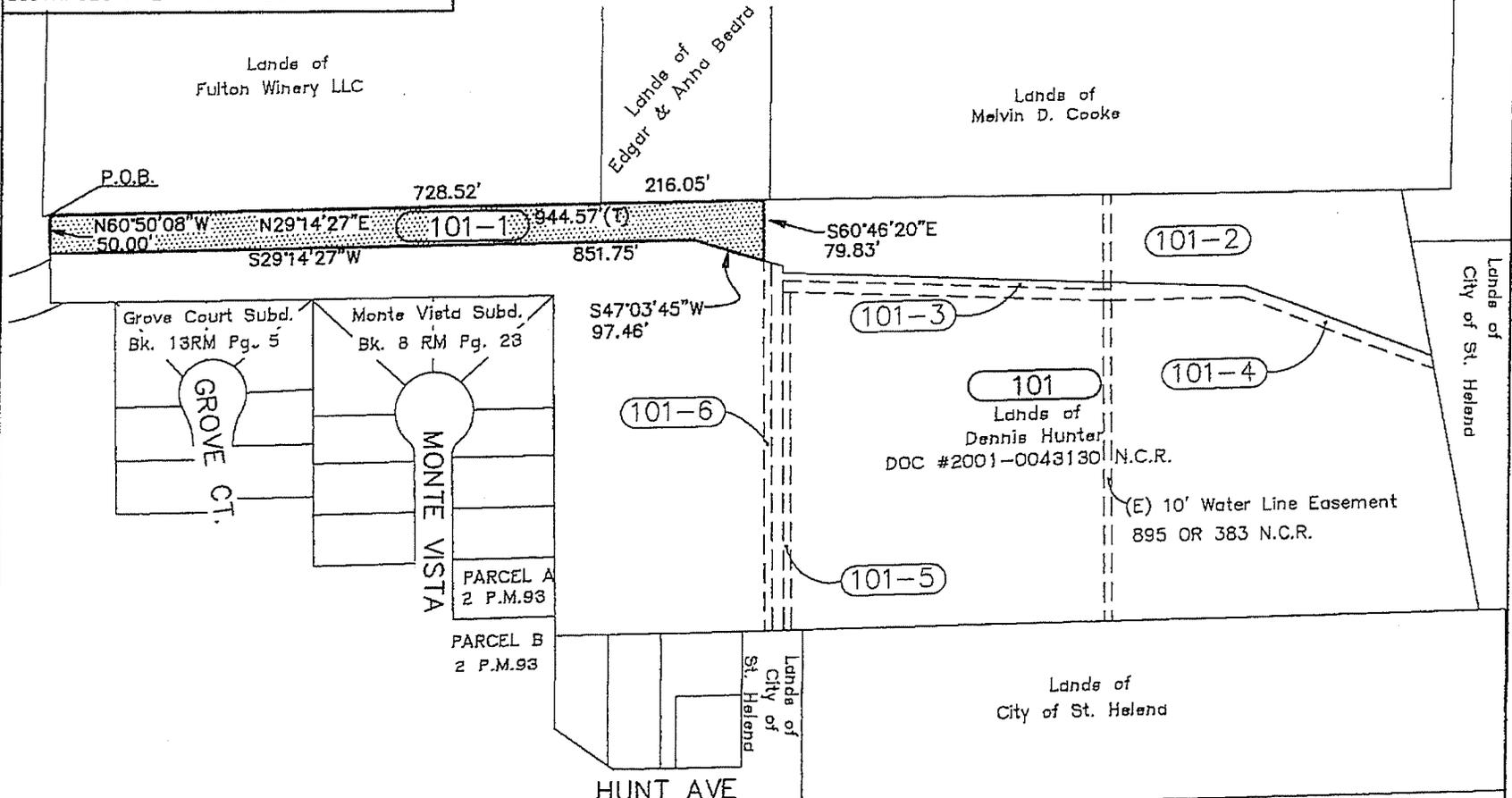

Registered Professional Engineer

Date 6/13/08



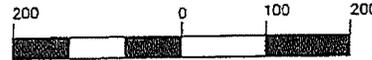
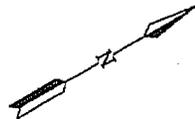
Coordinates, bearings and distances shown are on the California Coordinate System of 83, Zone 2, Epoch 1991.35. Multiply distances shown by 0.99996247 to obtain ground level distances. DISTANCES ARE IN U.S. FEET.

CITY OF ST. HELENA



LEGEND

- P.O.B. POINT OF BEGINNING
- N.C.R. NAPA COUNTY RECORDS
- (E) EXISTING



1 inch = 200 ft.

SHEET 1 OF 1



CHAUDHARY & ASSOCIATES, INC.

ENGINEERS SURVEYORS INSPECTORS

651 NAPA VALLEY CORPORATE WAY, SUITE 0

NAPA, CALIFORNIA 94558

Tel: (707) 255-2729 FAX: (707) 255-5011 WWW.CHAUDHARY.COM

2004\04110761\DESCRIPTION-PI.ATSV\101

Exhibit "A"

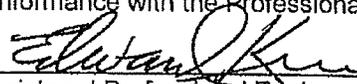
That certain real property situate in the City of St Helena, County of Napa, State of California being a portion of the lands described in the Grant Deed to Dennis R. Hunter recorded December 7, 2001, at Document No. 2001-0043130 Official Records Napa County, said portion being more particularly described as follows:

COMMENCEING at the southwestern corner of said lands; thence along the general northwestern line of said lands N29°14'27"E, 944.57 feet to the **True Point of Beginning**; thence continuing along last said line N29°14'27"E, 8.06 feet; thence continuing along last said line N29°46'48"E, 835.20 feet to the northern line of said lands; thence along last said line S71°07'20"E, 223.50 feet; thence leaving last said line S50°49'49"W, 264.81 feet; thence S32°22'33"W, 177.79 feet; thence S60°54'21"E, 10.02 feet; thence S32°22'33"W, 450.36 feet; thence N60°46'20"W, 22.90 feet; thence S47°03'45"W, 10.50 feet; thence N60°46'20"W, 79.83 to the **True Point of Beginning**.

Containing 112,310 square feet, more or less.

All bearings, distances and coordinates described herein are based upon (NAD-83) California State Plane Coordinate System, Zone 2 (U.S. feet), Epoch 1991.35. Multiply distances described herein by 0.99996247 to obtain ground distances.

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

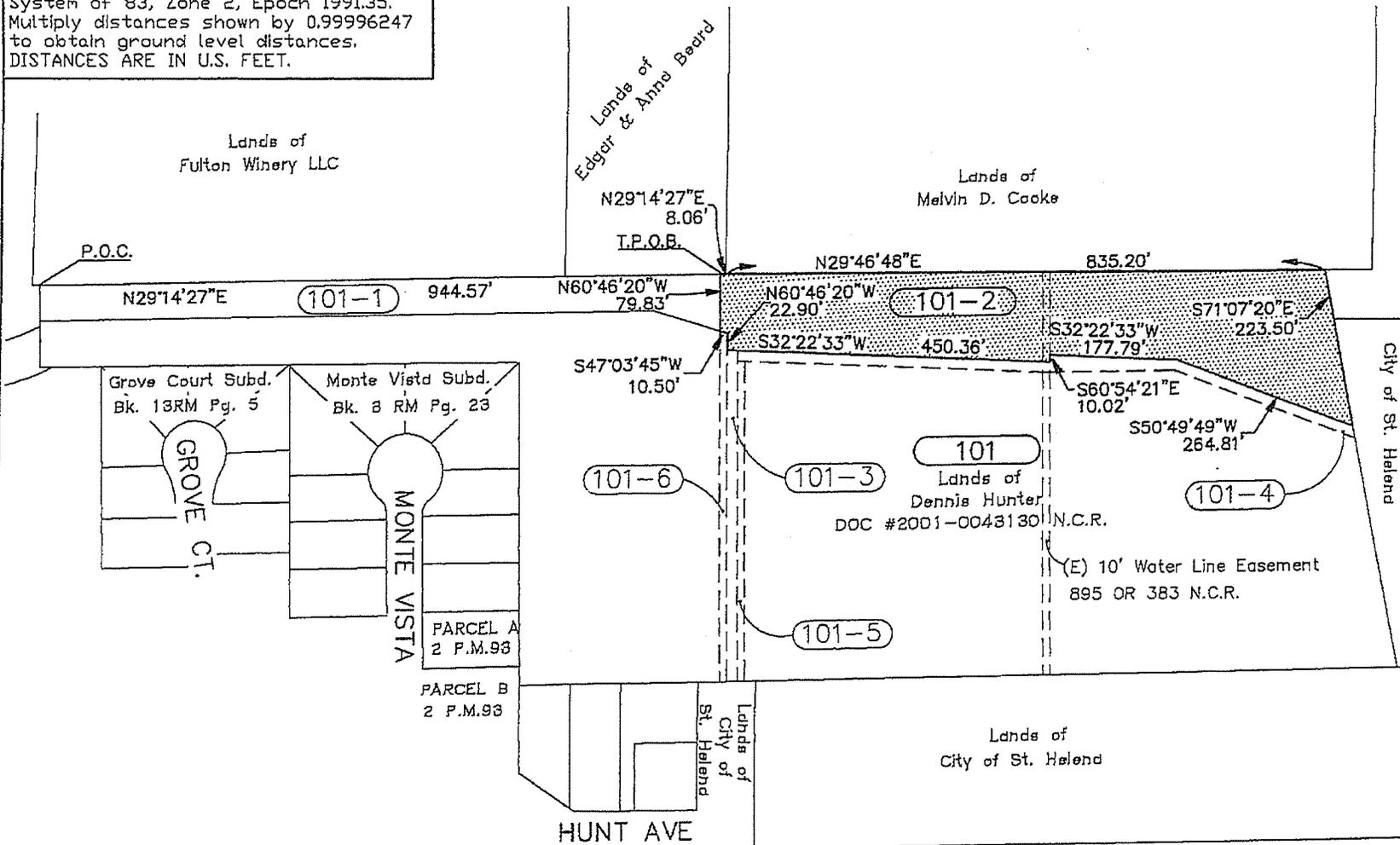

Registered Professional Engineer

Date 8/29/08



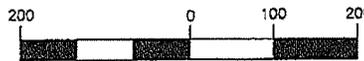
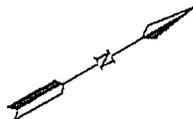
Coordinates, bearings and distances shown are on the California Coordinate System of 83, Zone 2, Epoch 1991.35. Multiply distances shown by 0.99996247 to obtain ground level distances. DISTANCES ARE IN U.S. FEET.

CITY OF ST. HELENA



LEGEND

- P.O.C. POINT OF COMMENCEMENT
- N.C.R. NAPA COUNTY RECORDS
- (E) EXISTING
- T.P.O.B. TRUE POINT OF BEGINNING



1 inch = 200 ft.



DEL CAMPO COURT

CHAUDHARY & ASSOCIATES, INC.
ENGINEERS SURVEYORS INSPECTORS

851 NAPA VALLEY CORPORATE WAY, SUITE G
NAPA, CALIFORNIA 94950

Tel: (707) 255-2729 FAX: (707) 255-5011 WWW.CHAUDHARY.COM

EXHIBIT B

Exhibit B

1.20 Acres & 2.39 Acres

EXHIBIT C

Exhibit C

3.58 Acres

Exhibit "A"

A portion of that certain real property situate in the City of St Helena, County of Napa, State of California being a portion of Parcel One described in the Grant Deed to the City of St Helena recorded March 15, 2005 at Document No. 2005-0009620 Official Records Napa County, said portion being more particularly described as follows:

BEGINNING at the southern most corner of the above referenced Parcel One; thence along the general southwestern line of said Parcel One N60°46'20"W, 234.63 feet; thence continuing along last said line S29°13'40"W, 35.00 feet; thence continuing along last said line N71°07'20"W, 343.36 feet; thence leaving last said line N41°18'58"E, 254.98 feet; thence N49°42'50"E, 48.52 feet; thence N60°38'24"E, 44.19 feet; thence S°29°32'38"E, 64.19 feet; thence S84°21'35"E, 142.68 feet; thence S78°16'37"E, 64.79 feet; thence S70°20'25"E, 86.57 feet; thence S47°50'36"E, 68.79 feet; thence S62°05'04"E, 77.73 feet to a point on the southeastern line of said Parcel One; thence along last said line S28°56'09"W, 279.89 feet to the **Point of Beginning**.

Containing 3.582 acres, more or less.

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act.


Registered Professional Engineer

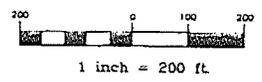
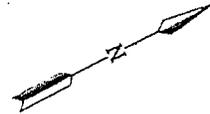
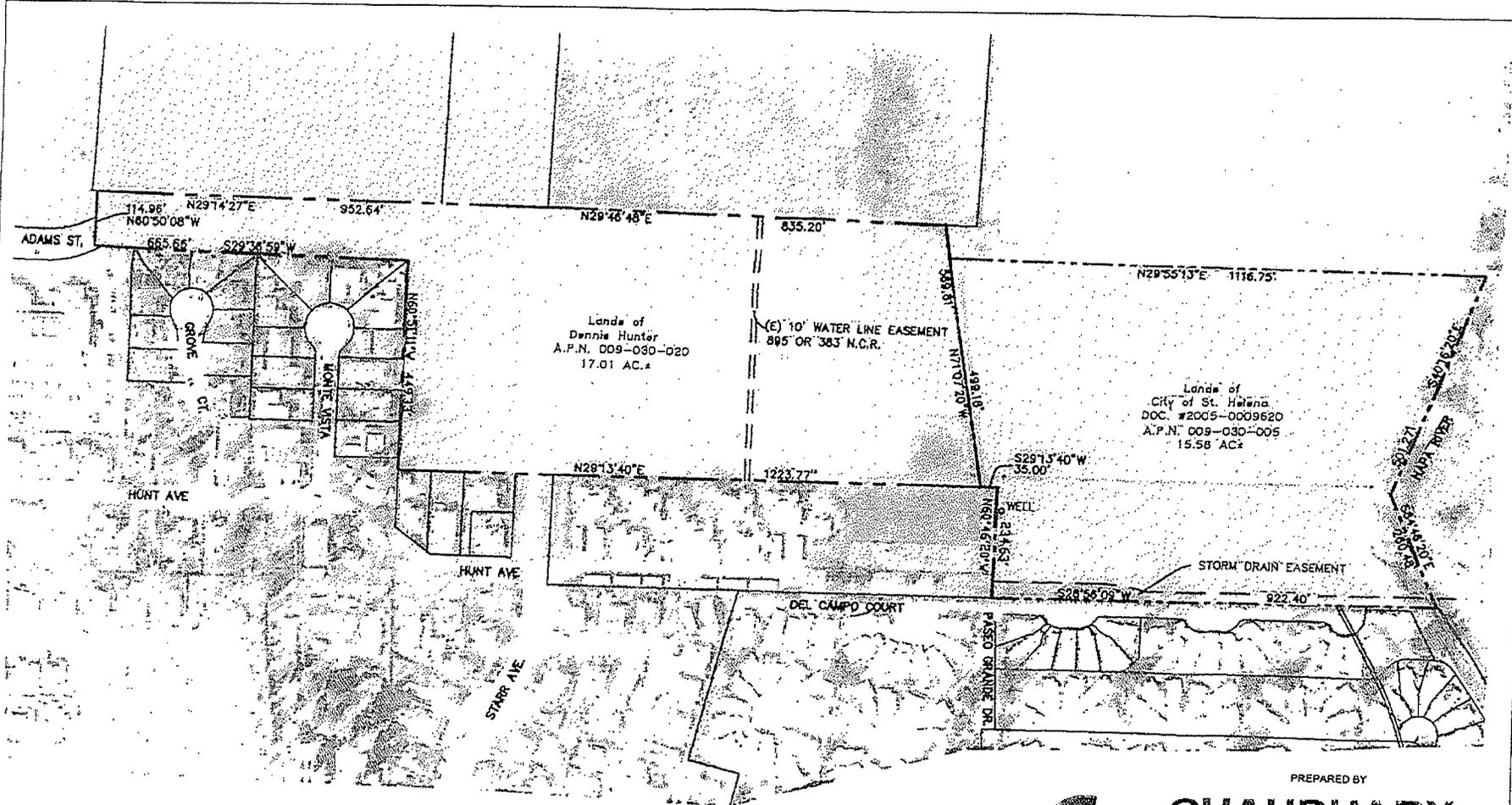
Date 9/20/07



EXHIBIT D

Exhibit D

Lot Line Adjustment



EXISTING CONFIGURATION

LEGEND

- NEW PROPERTY LINE
- - - EXISTING EASEMENT
- WELL
- (E) EXISTING



PREPARED BY
CHAUDHARY & ASSOCIATES, INC.
 ENGINEERS SURVEYORS INSPECTORS
 851 NAPA VALLEY CORPORATE WAY, SUITE G
 NAPA, CALIFORNIA 94558
 Tel (707) 255-2729 FAX (707) 255-5011 WWW.CHAUDHARY.COM

SHEET 1 OF 2
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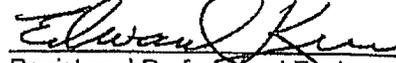
Exhibit "A"

Portions of that certain real property situate in the City of St Helena, County of Napa, State of California being a portion of Parcel One described in the Grant Deed to the City of St Helena recorded March 15, 2005 at Document No. 2005-0009620 Official Records Napa County and a portion of the lands described in the Grant Deed to Dennis R. Hunter recorded December 7, 2001, at Document No. 2001-0043130 Official Records Napa County, said portions being more particularly described as follows:

COMMENCING at the southern most corner of the above referenced Parcel One; thence along the southeastern line of said Parcel One N28°56'09"E, 279.88 feet to the **True Point of Beginning**; thence leaving last said line N62°05'04"W, 77.73 feet; thence N47°50'36" W, 68.79 feet; thence N70°20'25"W, 86.57 feet; thence N78°16'37"W, 64.79 feet; thence N84°21' 35"W, 142.68 feet; thence N29°32'38"W, 64.19 feet; thence S60°38'24"W, 44.19 feet; thence S49°42'50"W, 48.52 feet; thence S41°18'58"W, 254.98 feet to the northern line of the above reference Lands of Dennis R. Hunter; thence along said northern line N71°07'20"W, 2.96 feet; thence leaving last said line S50°49'49"W, 264.81 feet; thence S32°22'33"W, 177.79 feet; thence S60°54'21"E, 10.02 feet; thence S32°22'33"W, 450.36 feet; thence N60°46'20"W, 22.90 feet; thence S47 03'45"W, 107.96 feet; thence S29°14'27"W, 851.74 feet to the southwestern line of the above referenced lands to Dennis R. Hunter; thence along the southwestern, northwestern and northeastern lines of said lands to Dennis R. Hunter N60°50'08"W, 50.00 feet; thence N29°14'27" E, 952.64 feet; thence N29°46'48"E, 835.20 feet; thence S71°07'20"E, 70.63 feet to the southwest corner of said Parcel One to City of St Helena; thence along the northwestern line of said Parcel One N29°55'13"E, 1116.75 feet more or less to the center of the Napa River; thence along general northeastern line of said Parcel One following the centerline of the Napa River and the meanderings thereof the following two courses S40°16'20"E, 501.27 feet; thence S84°46'20"E, 260.48 feet; thence along the southeastern line of said Parcel One S28°56'09"W, 642.51 feet to the **True Point of Beginning**.

Containing 15.691 acres, more or less.

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act.


Registered Professional Engineer

Date 8/29/08



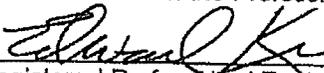
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COMMENCING at the southwestern corner of the above reference lands to Dennis R. Hunter; thence along the southwestern line of said lands S60°50'08"E, 50.00 feet to the **True Point of Beginning**; thence leaving last said line N29°14'27"E, 851.74 feet; thence N47°03'45"E, 107.96 feet; thence S60°46'20"E, 22.90 feet; thence N32°22'33"E, 450.36 feet; thence N60°54'21"W, 10.02 feet; thence N32°22'33"E, 177.79 feet; thence N50°49'49"E, 264.81 feet to the general southwestern line of the above referenced Parcel One to the City of St Helena; thence along said general southwestern line S71°07'20"E, 2.96 feet; thence leaving last said line N41°18'58"E, 254.98 feet; thence N49°42'50"E, 48.52 feet; thence N60°38'24"E, 44.19 feet; thence S29°32'38"E, 64.19 feet; thence S84°21'35"E, 142.68 feet; thence S78°16'37"E, 64.79 feet; thence S70°20'25"E, 86.57 feet; thence S47°50'36"E, 68.79 feet; thence S62°05'04"E, 77.73 feet to the southeastern line of said Parcel One to the City of St. Helena; thence along last said line S28°56'09"W, 279.88 feet to the northeastern corner of said lands to Dennis R. Hunter; thence along the general southeastern and southwestern lines of said lands to Dennis R. Hunter N60°46'20"W, 234.63 feet; thence S29°13'40"W, 1258.77 feet; thence N60°51'11"W, 449.33 feet; thence S29°36'59"W, 665.66 feet; thence N60°50'08"W, 64.96 feet to the **True Point of Beginning**.

Containing 16.903 acres, more or less.

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act.


Registered Professional Engineer

Date 8/29/08



EXHIBIT E

Exhibit E

Construction Easement

Recording requested by,
and when recorded return to:

Miller Starr Regalia
Attn: Ethan Friedman
1331 North California Boulevard, Fifth Floor
Walnut Creek, CA 94596

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (the "Easement Agreement") dated as of _____, 2008 is entered into by and between the City of St. Helena (the "Grantee"), and Dennis R. Hunter ("Grantor").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property described on Exhibit A, attached hereto and incorporated herein by this reference, in the City of St. Helena, Napa County, California (the "Easement Property").

WHEREAS, Grantee desires to perform certain work (the "Work") on the Easement Property in connection with the St. Helena Comprehensive Flood Control Protection Project (the "Project").

WHEREAS, Grantor is willing to grant certain easements to Grantee for the purposes of performing the Work on the Easement Property, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns, full and free right and authority for a non-exclusive easement for the performance of the Work on the Easement Property.

It is mutually covenanted and agreed by and between the parties hereto as follows:

1. Construction Easement. Grantor hereby grants and conveys to Grantee, its successors, assigns, and agents, a temporary, non-exclusive easement over, under, across, above and through the Easement Property for the purpose of performing the Work. Grantor and Grantee expressly agree that the Construction Easement shall be temporary in nature. The Easement shall terminate on December 31, 2012.

2. Ingress and Egress. Subject to the terms and provisions set forth herein, Grantee shall have the right of ingress and egress in, to, over, through and across the Easement Property for any purpose necessary or desirable for the full enjoyment of the rights granted to Grantee under this Easement Agreement.

3. Covenants of Grantor.

(a) Grantor shall not interfere with the use of or obstruct the operation of or access to the Easement Property. Any structure or building located on the Easement Property, or any grass, sod, shrubs, woody plants, other crops, trees or nursery stock located on the Easement Property which interferes with the use of or obstructs the operation of or access to the Easement Property may be removed by Grantee without liability for damages arising therefrom.

(b) Grantor covenants and agrees to remain fully liable and shall pay before delinquency all real estate taxes and assessments on the Easement Property.

4. Covenants of Grantee. Grantee represents, covenants, and warrants in favor of Grantor and its successors and assigns, as follows:

(a) Neither Grantee nor any licensee, agent, employee or independent contractor of Grantee (collectively, the "**Grantee Parties**") shall do or fail to do anything which could cause any charge, lien or encumbrance, including but not limited to any laborer's, mechanic's, vendor's, supplier's or materialman's lien, to attach to or otherwise encumber any part or all of the Easement Property and Grantee, at its sole cost and expense, shall immediately pay, discharge or otherwise cause to be removed any and all such charges, liens, and encumbrances.

(b) Grantee agrees to indemnify, defend and hold harmless the Easement Property and Grantor, and any successors and assigns of Grantor, from any costs, expenses, damages, claims or demands incurred or asserted against Grantor to the extent arising out of the activities or omissions of Grantee and/or the Grantee Parties in the performance of the Work and/or use of the Easement Property, except those due to (i) hazardous materials or conditions that are not (x) caused or (y) placed on the Easement Property or the adjacent lands of Grantor by Grantee or the Grantee Parties, (ii) latent defects on the Easement Property not related to Grantee's or the Grantee Parties' activities thereon, or (iii) the actions or omissions of Grantor, its directors, officers, members, agents or employees.

5. Binding Effect. The Construction Easement and the provisions of this Easement Agreement shall be covenants upon and shall run with the Easement Property. This Easement Agreement shall be binding upon and inure to the benefit of Grantor and Grantee, their respective successors and assigns and all future owners and lessees of any part or all of the Easement Property.

6. Governing Law. This Easement Agreement shall be governed and controlled as to validity, construction, interpretation, effect, enforcement and in all other respects by the statutes and the decisions of the courts of the State of California.

7. Amendment. This Easement Agreement may not be amended or modified except in a writing executed by both Grantor and Grantee.

8. Severability. The provisions of this Easement Agreement are separate and severable. If any provision of this Easement Agreement is held to be invalid, unenforceable, illegal or in conflict with any law, that provision shall be severed from this Easement Agreement and the remainder of this Easement Agreement shall not be impaired or otherwise affected by such severance, shall be construed, interpreted and enforced as if it did not contain such provision and shall remain in full force and effect.

9. Attorneys' Fees. If any action or proceeding is instituted to (i) enforce or interpret any provision of this Easement Agreement or (ii) as a result of the breach by a party to any of the terms hereof, then the prevailing party therein shall be entitled to recover its attorneys' fees and costs from the losing party.

10. Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of this Easement Agreement.

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

GRANTOR:

Dennis R. Hunter

GRANTEE:

CITY OF ST. HELENA

By: _____

Name: Bert Johansson

Title: City Manager

Approved as to form:

Amy L. Valukevich, City Attorney

Exhibit "A"

Parcel 101-4

A variable width Temporary Construction Easement over upon and across that certain real property situate in the City of St Helena, County of Napa, State of California being a portion of the lands described in the Grant Deed to Dennis R. Hunter recorded December 7, 2001, at Document No. 2001-0043130 Official Records Napa County, said Temporary Easement being more particularly described as follows:

COMMENCING at the northwestern corner of said lands; thence along the northeastern line of said lands S71°07'20"E, 223.50 feet to the **True Point of Beginning**; thence continuing along last said line S71°07'20"E, 17.68 feet; thence leaving last said line S50°49'49"W, 271.73 feet; thence S29°15'50"W, 184.20 feet; thence S32°22'33"W, 425.36 feet; thence N60°46'20"W, 15.02 feet; thence N32°22'33"E, 435.34 feet; thence N60°54'21"W, 10.02 feet; thence N32°22'33"E, 177.79 feet; thence N50°49'49"E, 264.81 feet to the **True Point of Beginning**

Containing 14,019 square feet, more or less.

Parcel 101-5

A 10 foot wide Temporary Construction Easement over upon and across that certain real property situate in the City of St Helena, County of Napa, State of California being a portion of the lands described in the Grant Deed to Dennis R. Hunter recorded December 7, 2001, at Document No. 2001-0043130 Official Records Napa County, said Temporary Easement being more particularly described as follows:

COMMENCING at the northeastern corner of said lands; thence along the general southeastern line of said lands S29°13'40"W, 910.60' feet to the **True Point of Beginning**; thence continuing along last said line S29°13'40"W, 10.00 feet; thence leaving last said line N60°46'20"W, 446.80 feet; thence N32°22'33"E, 10.02 feet; thence S60°46'20" E, 446.25 feet to the **True point of Beginning**.

Containing 4,465 square feet, more or less.

Parcel 101-6

A 10 foot wide Temporary Construction Easement over upon and across that certain real property situate in the City of St Helena, County of Napa, State of California being a portion of the lands described in the Grant Deed to Dennis R. Hunter recorded December 7, 2001, at Document No. 2001-0043130 Official Records Napa County, said Temporary Easement being more particularly described as follows:

City of St Helena
County of Napa

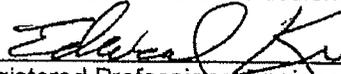
HUNTER
101-4, 101-5, 101-6

COMMENCING at the northeastern corner of said lands; thence along the general southeastern line of said lands $S29^{\circ}13'40''W$, 935.60' feet to the **True Point of Beginning**; thence continuing along last said line $S29^{\circ}13'40''W$, 10.00 feet; thence leaving last said line $N60^{\circ}46'20''W$, 488.76 feet; thence $N47^{\circ}03'45''E$, 10.50 feet; thence $S60^{\circ}46'20''E$, 485.55 feet to the **True point of Beginning**.

Containing 4,872 square feet, more or less.

All bearings, distances and coordinates described herein are based upon (NAD-83) California State Plane Coordinate System, Zone 2 (U.S. feet), Epoch 1991.35. Multiply distances described herein by 0.99996247 to obtain ground distances.

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

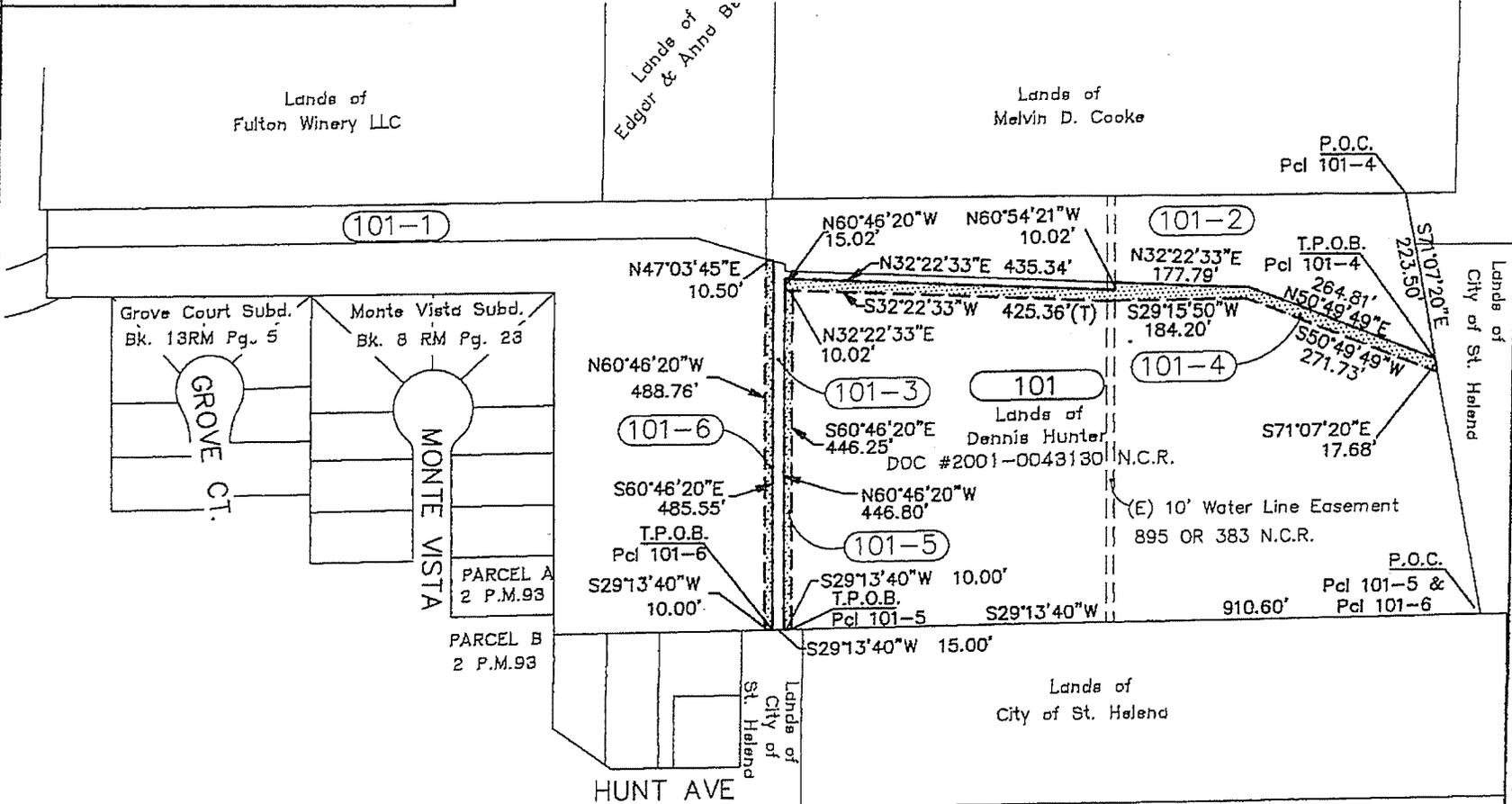

Registered Professional Engineer

Date 6/13/08



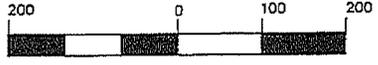
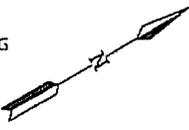
Coordinates, bearings and distances shown are on the California Coordinate System of 83, Zone 2. Multiply distances shown by 0.99996247 to obtain ground level distances. DISTANCES ARE IN U.S. FEET.

CITY OF ST. HELENA



LEGEND

- T.P.O.B. TRUE POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N.C.R. NAPA COUNTY RECORDS
- (E) EXISTING



1 inch = 200 ft.

SHEET 1 OF 1



CHAUDHARY & ASSOCIATES, INC.
 ENGINEERS SURVEYORS INSPECTORS
 851 NAPA VALLEY CORPORATE WAY, SUITE G
 NAPA, CALIFORNIA 94558
 Tel (707) 255-2729 FAX (707) 255-9011 WWW.CHAUDHARY.COM

2004\04110761\DESCRIPTION-PLATS\101

STATE OF CALIFORNIA

)

) ss.

COUNTY OF _____)

On _____, 2008 before me, _____, Notary Public, personally appeared

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

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

Witness my hand and official seal.

Notary Public

EXHIBIT F

Exhibit F

Utility Easement

Agreement of Purchase and Sale By and
Between the City of St. Helena and Dennis Hunter

HELEM5969\734110.5

Recording requested by,
and when recorded return to:

Miller Starr Regalia
Attn: Ethan Friedman
1331 North California Boulevard, Fifth Floor
Walnut Creek, CA 94596

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (the "**Easement Agreement**") dated as of _____, 2008 is entered into by and between the City of St. Helena (the "**Grantee**"), and Dennis R. Hunter ("**Grantor**").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property described on Exhibit A, attached hereto and incorporated herein by this reference, in the City of St. Helena, Napa County, California (the "**Easement Property**").

WHEREAS, Grantee desires to install and maintain certain utility facilities (the "**Work**") on the Easement Property in connection with the St. Helena Comprehensive Flood Control Protection Project (the "**Project**").

WHEREAS, Grantee and Grantor have entered into a Agreement of Purchase and Sale of even date herewith pursuant to which Grantee will acquire from Grantor certain real property ("**Grantee's Property**") in the vicinity of the Easement Property for purposes of the Project.

WHEREAS, Grantor is willing to grant certain easements to Grantee for the purposes of performing the Work on the Easement Property, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns, full and free right and authority for a non-exclusive easement for the performance of the Work on the Easement Property.

It is mutually covenanted and agreed by and between the parties hereto as follows:

1. Utility Easement. Grantor hereby grants and conveys to Grantee, its successors, assigns, and agents a non-exclusive, perpetual easement (the "**Utility Easement**") over, under, across, above and through the Easement Property for the purpose of installing, constructing, operating, using, maintaining, repairing, and replacing utility facilities, lines or connections and any

uses incidental thereto. The Utility Easement is appurtenant to and for the benefit of the Grantee's Property and constitutes a servitude on the Easement Property.

2. Ingress and Egress. Subject to the terms and provisions set forth herein, Grantee shall have the right of ingress and egress in, to, over, through and across the Easement Property for any purpose necessary or desirable for the full enjoyment of the rights granted to Grantee under this Easement Agreement.

3. Covenants of Grantor.

(a) Grantor shall not interfere with the use of or obstruct the operation of or access to the Easement Property. Any structure or building located on the Easement Property, or any grass, sod, shrubs, woody plants, other crops, trees or nursery stock located on the Easement Property which interferes with the use of or obstructs the operation of or access to the Easement Property may be removed by Grantee without liability for damages arising therefrom.

(b) Grantor covenants and agrees to remain fully liable and shall pay before delinquency all real estate taxes and assessments on the Easement Property.

4. Covenants of Grantee. Grantee represents, covenants, and warrants in favor of Grantor and its successors and assigns, as follows:

(a) Neither Grantee nor any licensee, agent, employee or independent contractor of Grantee (collectively, the "**Grantee Parties**") shall do or fail to do anything which could cause any charge, lien or encumbrance, including but not limited to any laborer's, mechanic's, vendor's, supplier's or materialman's lien, to attach to or otherwise encumber any part or all of the Easement Property and Grantee, at its sole cost and expense, shall immediately pay, discharge or otherwise cause to be removed any and all such charges, liens, and encumbrances.

(b) Grantee agrees to indemnify, defend and hold harmless the Easement Property and Grantor, and any successors and assigns of Grantor, from any costs, expenses, damages, claims or demands incurred or asserted against Grantor to the extent arising out of the activities or omissions of Grantee and/or the Grantee Parties in the performance of the Work and/or use of the Easement Property, except those due to (i) hazardous materials or conditions that are not (x) caused or (y) placed on the Easement Property or the adjacent lands of Grantor by Grantee or the Grantee Parties, (ii) latent defects on the Easement Property not related to Grantee's or the Grantee Parties' activities thereon, or (iii) the actions or omissions of Grantor, its directors, officers, members, agents or employees.

5. Binding Effect. The Utility Easement and the provisions of this Easement Agreement shall be covenants upon and shall run with the Easement Property. This Easement Agreement shall be binding upon and inure to the benefit of Grantor and Grantee, their respective successors and assigns and all future owners and lessees of any part or all of the Easement Property.

6. Governing Law. This Easement Agreement shall be governed and controlled as to validity, construction, interpretation, effect, enforcement and in all other respects by the statutes and the decisions of the courts of the State of California.

7. Amendment. This Easement Agreement may not be amended or modified except in a writing executed by both Grantor and Grantee.

8. Severability. The provisions of this Easement Agreement are separate and severable. If any provision of this Easement Agreement is held to be invalid, unenforceable, illegal or in conflict with any law, that provision shall be severed from this Easement Agreement and the remainder of this Easement Agreement shall not be impaired or otherwise affected by such severance, shall be construed, interpreted and enforced as if it did not contain such provision and shall remain in full force and effect.

9. Attorneys' Fees. If any action or proceeding is instituted to (i) enforce or interpret any provision of this Easement Agreement or (ii) as a result of the breach by a party to any of the terms hereof, then the prevailing party therein shall be entitled to recover its attorneys' fees and costs from the losing party.

10. Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of this Easement Agreement.

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

GRANTOR:

Dennis R. Hunter

GRANTEE:

CITY OF ST. HELENA

By: _____

Name: Bert Johansson

Title: City Manager

Approved as to form:

Amy L. Valukevich, City Attorney

Exhibit "A"

A Utility Easement over upon and across that certain real property situate in the City of St Helena, County of Napa, State of California being a portion of the lands described in the Grant Deed to Dennis R. Hunter recorded December 7, 2001, at Document No. 2001-0043130 Official Records Napa County, said Easement being more particularly described as follows:

COMMENCING at the northeastern corner of said lands; thence along the general southeastern line of said lands S29°13'40"W, 920.60 feet to the **True Point of Beginning**; thence continuing along last said line S29°13'40"W, 15.00 feet; thence leaving last said line N60°46'20"W, 462.65 feet; thence N32°22'33" E, 15.02 feet; thence S60°46'20"E, 461.82 feet to the **True Point of Beginning**;

Containing 6,934 square feet, more or less.

All bearings, distances and coordinates described herein are based upon (NAD-83) California State Plane Coordinate System, Zone 2 (U.S. feet), Epoch 1991.35. Multiply distances described herein by 0.99996247 to obtain ground distances.

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

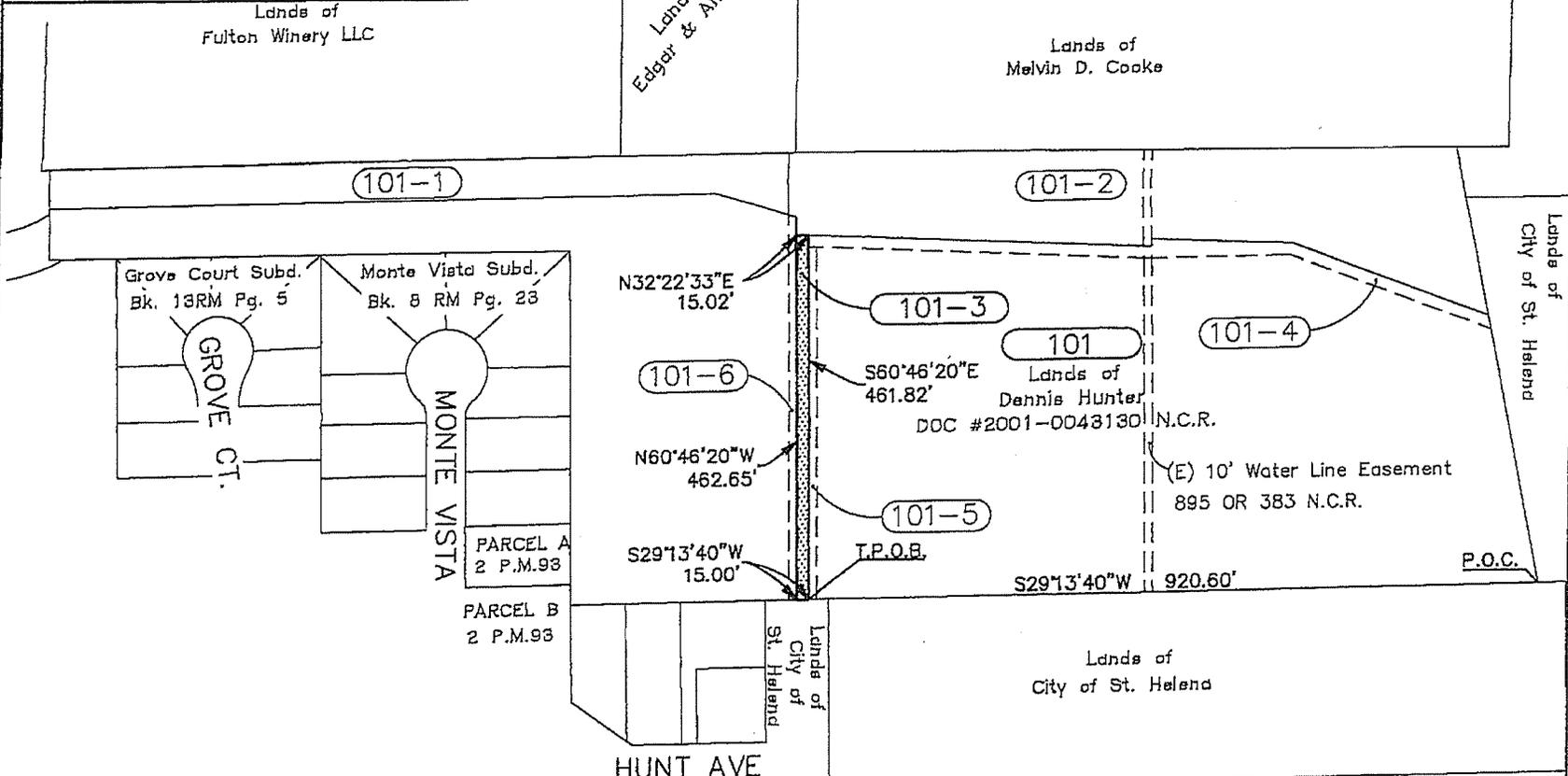

Registered Professional Engineer

Date 8/29/08



Coordinates, bearings and distances shown are on the California Coordinate System of 83, Zone 2, Epoch 1991.35. Multiply distances shown by 0.99996247 to obtain ground level distances. DISTANCES ARE IN U.S. FEET.

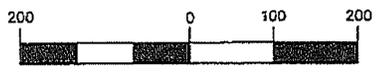
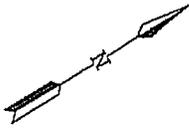
CITY OF ST. HELENA



2004\04110761\DESCRIPTION-PLATS\101

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- N.C.R. NAPA COUNTY RECORDS
- (E) EXISTING
- T.P.O.B. TRUE POINT OF BEGINNING



1 inch = 200 ft.

SHEET 1 OF 1



CHAUDHARY & ASSOCIATES, INC.
 ENGINEERS SURVEYORS INSPECTORS
 851 NAPA VALLEY CORPORATE WAY, SUITE G
 NAPA, CALIFORNIA 94558
 Tel: (707) 255-2728 FAX: (707) 255-5011 WWW.CHAUDHARY.COM

EXHIBIT G

Exhibit G

Soil Stockpile Grading Plan

Agreement of Purchase and Sale By and
Between the City of St. Helena and Dennis Hunter

HELE45969V734110.5

EXHIBIT H

Exhibit H

Water Line Relocation

Agreement of Purchase and Sale By and
Between the City of St. Helena and Dennis Hunter

HELE\45969\734110.5

EXHIBIT I

Exhibit I

Approved Title Exceptions (3.58 Acres)

Agreement of Purchase and Sale By and
Between the City of St. Helena and Dennis Hunter

HELE459691734110.5



ORDER NO: T0011053-

PRELIMINARY REPORT
FIRST AMERICAN TITLE INSURANCE COMPANY

First American Title Company of Napa

1700 Second Street, Suite 120, P. O. Box 388
Napa, CA 94559
Phone: (707) 254-4500 Fax: (707) 226-9346

Property Address:

009-030-005
St. Helena, California
Assessor's Parcel Number:
009-030-005
Seller/Owner:
City of St. Helena

Direct Title Inquiries to:

Mitchell Glotzer
E-mail: MGlotzer@FirstAmNapa.com
Phone: (707) 254 4500

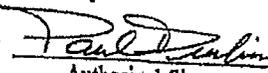
In response to the above referenced application for a policy of title insurance, this Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance, describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception below or not excluded from coverage pursuant to the printed schedules, conditions and stipulations of said policy forms.

The printed exceptions and exclusions from the coverage of said policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A 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.

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.

Dated as of July 17, 2008 at 7:30 A. M.

By: 
Authorized Signatory



ORDER NO: T0011053-

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

ALTA Owner's Policy (6/17/06) with Regional Exceptions (Standard Coverage)

Title to said estate or interest at the date hereof is vested in:

**CITY OF ST. HELENA,
A MUNICIPAL CORPORATION**

The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2008-09, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Any easement for water course over that portion of said land lying within Napa River, together with any rights, interests and easements in favor of the public which exist, or are claimed to exist, over any portion of said land covered by water.
4. The terms and provisions contained in the document entitled "Deed" recorded December 12, 1901 as Book 71 of Deeds at page 278 of Official Records.
5. An easement for poleline and incidental purposes in the document recorded March 28, 1930 as Book 49 at page 169 of Official Records.
6. The terms and provisions contained in the document entitled "Grant of Storm Drain Easement" recorded May 28, 1993 as Series Number 1993 016818 of Official Records.
7. The terms and provisions contained in the document entitled "Hunt Avenue Storm Drain Reimbursement Agreement" recorded November 29, 1995 as Series Number 1995 026769 of Official Records.

- END OF EXCEPTIONS -



ORDER NO: T0011053-

LEGAL DESCRIPTION

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

PARCEL ONE:

Commencing at an iron pipe monument on the Northwestern line of the 1-2/3 acre tract of land conveyed to the Town of St. Helena, a municipal corporation, by Deed of record in Book 67 of Deeds at page 331, said Napa County Records, said monument being at the Northeastern corner of the 10.08 acre tract of land conveyed to Josephine K. Jackse by Deed of record in Book 204 at page 244 of Official Records of Napa County; thence North 72° 21' West along the Northern line of said 10.08 acre tract and the Westerly extension thereof 499.2 feet; thence North 28° 41' 33" East 1116.8 feet to the center of the Napa River; thence down the center of said river following the meanderings thereof, South 41° 30' East 501.3 feet and South 86° East 265.6 feet to the intersection thereof with the Southeastern line of the lands formerly of D. O. Hunt; thence South 28° West along said Southeastern line 924.5 feet to the most Eastern corner of the 1-2/3 acre tract of the Town of St. Helena above referred to; thence North 62° West along the Northeastern line of said 1-2/3 acre tract 234.6 feet to the most Northern corner thereof; thence South 28° West along the Northwestern line thereof, 35 feet to the point of commencement.

APN 009-030-005

PARCEL TWO:

Two Rights of Way and Easements for private road purposes and all other uses and rights usually incidental thereto, including the right to maintain thereon power, light and telephone poles, lines, pipelines, and other facilities for the transmission of public utility services, as granted in the Deed from John E. Zimmermann to Robert Hartley, et ux, recorded January 15, 1946 in Book 236 at page 309 of Official Records of Napa County, described as follows:

a) Commencing at a 1-1/4 inch iron pipe monument, said monument being South 60° 45' East 463.7 feet from the Southwestern corner of the tract of land conveyed to George K. Glyuas by Deeds of record in Book 30 of Deeds at page 452 and in Book 29 of Deeds at page 341, said Napa County Records; thence North 28° 48' East 24 feet; thence South 60° 45' East 607.2 feet, more or less, to the Northwestern line of the tract above described; thence South 28° 41' 33" West along said Northwestern line 46.4 feet; thence North 68° 46' 15" West 71.37 feet, more or less, to the Southeastern line of the 15.5 acre tract of land conveyed to Percy V. Gordon, et ux, by Deed of record in Book 9 at page 349 of Official Records of Napa County; thence North 28° 45' West 32.2 feet to the most Eastern corner of said Gordon 15.5 acre tract; thence North 60° 45' West 537.3 feet to the point of commencement.

b) Commencing at a point on the Southeasterly line of Fulton Lane which point is located South 60° 45' East 25.0 feet from the 1-1/4 inch diameter iron pipe monument at the Southwesterly corner of the tract of land described in Deeds to George K. Glyuas of record in Book 29 of Deeds at page 341, said Napa County Records, and in Book 30 of Deeds at page 452, said Napa County Records; running thence South 60° 45' East 438.7 feet to a 1-1/4 inch



ORDER NO: T0011053-

iron pipe monument; thence North 28° 48' East 16.5 feet; thence North 60° 45' West 463.7 feet; thence South 28° 45' West 16.5 feet; and thence South 60° 45' East 25.0 feet to the point of commencement.

WARNING

The Map attached hereto may or may not be a survey of the land depicted thereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. First American expressly disclaims any liability for alleged loss or damage which may result from reliance upon such map.



ORDER NO: T0011053-

Information Notes:

- a. General and special taxes and assessments for the fiscal year 2007-08.
First Installment : \$0.00
Second Installment : \$0.00
Tax Rate Area : 3000
A. P. No. : 009-030-005
- 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 or 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

esn

exn

07/18/08

kb/am

2cc: COOMBS & DUNLAP LLP, 1211 Division St, Napa, CA 94559 -- Amy Valukevich

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (By Policy Type)

**I. 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, which are 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.

**2. CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
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 any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. Improvements on the Land
 - e. Land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

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 apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear 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.d, 22, 23, 24 or 25.
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 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 14, 15, 16 and 18, 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:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14: (Subdivision Law Violation)	1% of Policy Amount or \$ 2,500 (whichever is less)	\$ 10,000
Covered Risk 15: (Building Permit)	1% of Policy Amount or \$ 5,000 (whichever is less)	\$ 25,000
Covered Risk 16: (Zoning)	1% of Policy Amount or \$ 5,000 (whichever is less)	\$ 25,000
Covered Risk 18: (Encroachment of Boundary Walls or Fences)	1% of Policy Amount or \$ 2,500 (whichever is less)	\$ 5,000

**3. 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.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT-FORM 1 COVERAGE**

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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.

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) 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at 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.
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 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 statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms 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 General Exceptions:

EXCEPTIONS FROM COVERAGE

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are 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. Unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

5. 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.

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 forms 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 General Exceptions:

1. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or in 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 by making inquiry of persons in possession of the Land.
3. Easements, claims of easement or encumbrances that are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Unpatented mining claims; reservations or exception in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.

6. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)

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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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) 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 estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms 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 General Exceptions:

EXCEPTIONS FROM COVERAGE

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:

2. 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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
5. 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. Unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

7. 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 forms 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 General Exceptions:

EXCEPTIONS FROM COVERAGE

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. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or in 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 by making inquiry of persons in possession of the Land.
3. Easements, claims of easement or encumbrances that are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Unpatented mining claims; reservations or exception in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.

8. ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 areas 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this 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) 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 (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which 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 the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with 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, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. 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 limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.



The First American Corporation
First American Title Company of Napa

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 or from another person or entity. First American has also adopted broader 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.

Types 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 of 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 purpose, 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.

9-03

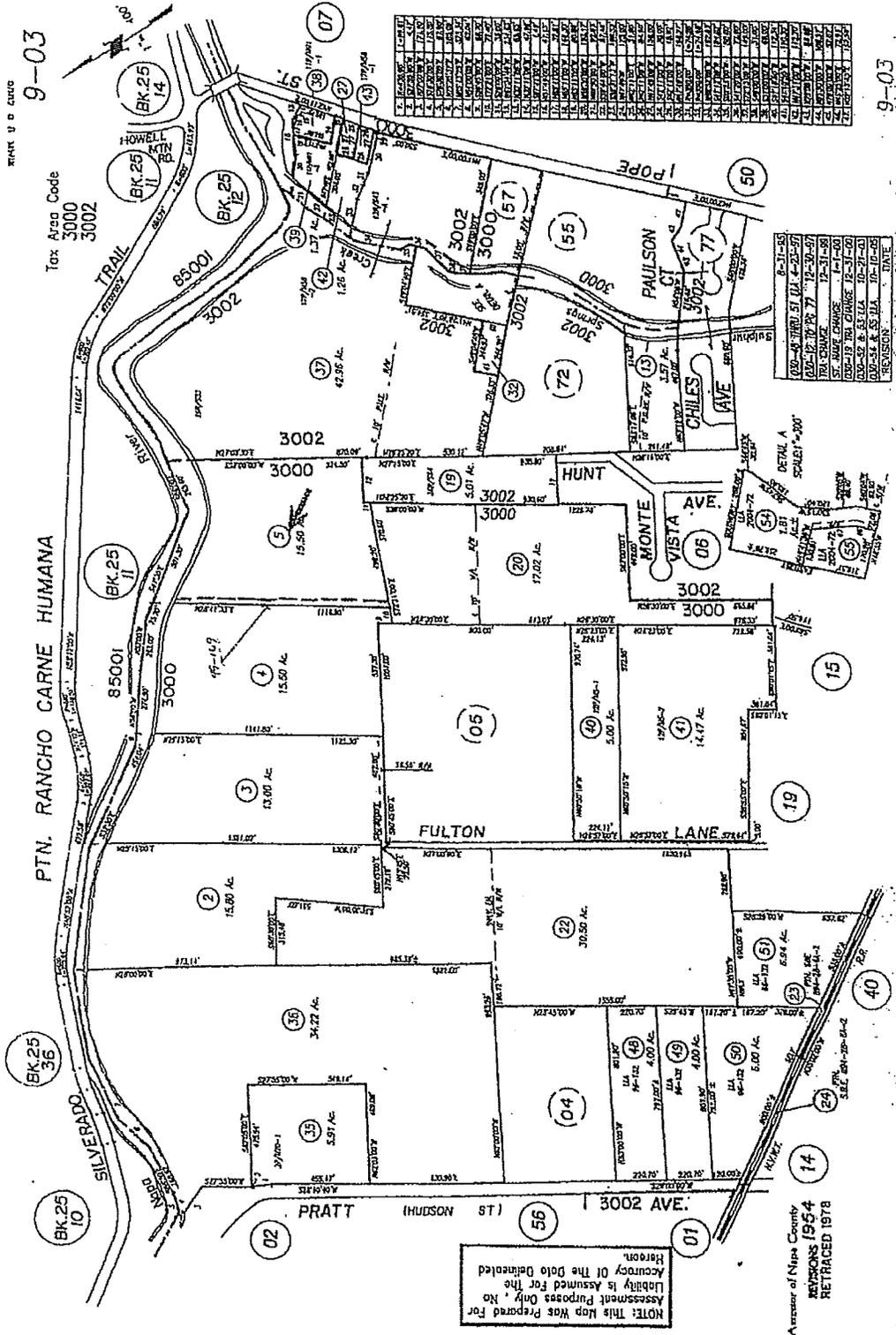
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NOTE: This Map Was Prepared For Assessment Purposes Only. No Liability Is Assumed For The Accuracy Of The Data Obtained Hereon.

A survey of Napa County
RECORDED 1954
RETRACED 1978

WARNING: THE MAP ATTACHED HERETO MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED THEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED. FIRST AMERICAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.

Exhibit J

Approved Title Exceptions (Hunter Property)

Agreement of Purchase and Sale By and
Between the City of St. Helena and Dennis Hunter

HELE45969\734110.5



**First American Title
Company of Napa**

ORDER NO: T0011052-

PRELIMINARY REPORT

FIRST AMERICAN TITLE INSURANCE COMPANY

First American Title Company of Napa

1700 Second Street, Suite 120/P.O. Box 388
Napa, CA 94559
Phone: (707) 254-4500 Fax (707) 226-9346

Property Address:

None Assigned
St. Helena, California

Assessor's Parcel Number:

009-030-020

Seller/Owner:

Dennis R. Hunter

Direct Title Inquiries to:

Mitchell Glotzer
E-mail: MGlotzer@FirstAmNapa.com
Phone: (707) 254 4500

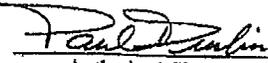
In response to the above referenced application for a policy of title insurance, this Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance, describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception below or not excluded from coverage pursuant to the printed schedules, conditions and stipulations of said policy forms.

The printed exceptions and exclusions from the coverage of said policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A 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.

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.

Dated as of July 21, 2008 at 7:30 A. M.

By: 
Authorized Signatory



ORDER NO: T0011052-

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

ALTA Owner's Policy (6/17/06) with Regional Exceptions (Standard Coverage)

Title to said estate or interest at the date hereof is vested in:

**DENNIS R. HUNTER,
AN UNMARRIED MAN**

The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2008-09, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. An easement for underground water pipelines and incidental purposes in the document recorded December 5, 1972 as Book 895 at page 383 of Official Records.
4. The terms and provisions contained in the document entitled "Hunt Avenue Storm Drain Reimbursement Agreement" recorded November 29, 1995 as Series Number 1995 026769 of Official Records.
5. The terms and provisions contained in the document entitled "Certificate of Completion" recorded July 26, 2002 as Series Number 2002-0029720 of Official Records.
6. The lack of a right of access to and from the land.
7. Rights of parties in possession.

- END OF EXCEPTIONS -



**First American Title
Company of Napa**

ORDER NO: T0011052-

LEGAL DESCRIPTION

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

COMMENCING at a point on the northwestern line of the land formerly of D. O. Hunt where the same is intersected by the northeastern line of the 5 acre tract of land described in the Deed to Stephen Jackse recorded March 17, 1919 in Book 125 of Deeds at page 227, said Napa County Records; and running thence along said northwestern line of Hunt, North 28° 30' East 813.03 feet to the southwestern line of the 17.22 acre tract of land described in the Deed to Thomas Q. Swortfiguer of record in Book 117 of Deeds at page 257, said Napa County Records; thence along said line of Swortfiguer South 72° 21' East 570.6 feet to the northwestern line of the 1-2/3 acre tract of land described in the Deed to the Town of St. Helena, a municipal corporation, of record in Book 66 of Deeds at page 401, said Napa County Records; running along said northwestern line of the production thereof South 28° West 1226.78 feet to the southwestern line of the 3.95 acre tract of land described in the Deed to Stephen Jackse of record in Book 129 of Deeds at page 478, said Napa County Records; thence along said southwestern line North 62° West 449.0 feet to the southeastern line of the aforesaid 5 acre tract; thence along said southeastern line of said 5 acre tract South 28° 30' West 665.86 feet; thence North 62° West 114.5 feet to the northwestern line of said 5 acres; thence along las mentioned line North 28° 30' East 976.33 feet to the point of commencement.

APN 009-030-020

WARNING

The Map attached hereto may or may not be a survey of the land depicted thereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. First American expressly disclaims any liability for alleged loss or damage which may result from reliance upon such map.



ORDER NO: T0011052-

Information Notes:

- a. General and special taxes and assessments for the fiscal year 2007-08.

First Installment	:	\$8,876.85 PAID
Second Installment	:	\$8,876.85 PAID
Tax Rate Area	:	3000
A. P. No.	:	009-030-020
- 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 or 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

esn

exn

07/22/08

bv/am

2cc: COOMBS & DUNLAP LLP, 1211 Division St, Napa, CA 94559 – Amy Valukevich

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (By Policy Type)

**1. 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, which are 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.

**2. CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
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 any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. Improvements on the Land
 - e. Land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

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 apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear 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.d, 22, 23, 24 or 25.
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 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 14, 15, 16 and 18, 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:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14: (Subdivision Law Violation)	1% of Policy Amount or \$ 2,500 (whichever is less)	\$ 10,000
Covered Risk 15: (Building Permit)	1% of Policy Amount or \$ 5,000 (whichever is less)	\$ 25,000
Covered Risk 16: (Zoning)	1% of Policy Amount or \$ 5,000 (whichever is less)	\$ 25,000
Covered Risk 18: (Encroachment of Boundary Walls or Fences)	1% of Policy Amount or \$ 2,500 (whichever is less)	\$ 5,000

**3. 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.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT-FORM 1 COVERAGE**

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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.

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) 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at 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.
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 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 statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms 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 General Exceptions:

EXCEPTIONS FROM COVERAGE

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are 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. Unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

5. 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.

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 forms 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 General Exceptions:

1. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or in 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 by making inquiry of persons in possession of the Land.
3. Easements, claims of easement or encumbrances that are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Unpatented mining claims; reservations or exception in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.

6. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)

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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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) 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 estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms 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 General Exceptions:

EXCEPTIONS FROM COVERAGE

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:

2. 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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
5. 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. Unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

7. 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 forms 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 General Exceptions:

EXCEPTIONS FROM COVERAGE

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. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or in 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 by making inquiry of persons in possession of the Land.
3. Easements, claims of easement or encumbrances that are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Unpatented mining claims; reservations or exception in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.

8. ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 areas 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this 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) 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 (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which 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 the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with 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, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. 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 limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.



The First American Corporation
First American Title Company of Napa

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 or from another person or entity. First American has also adopted broader 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.

Types 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 of 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 purpose, 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.

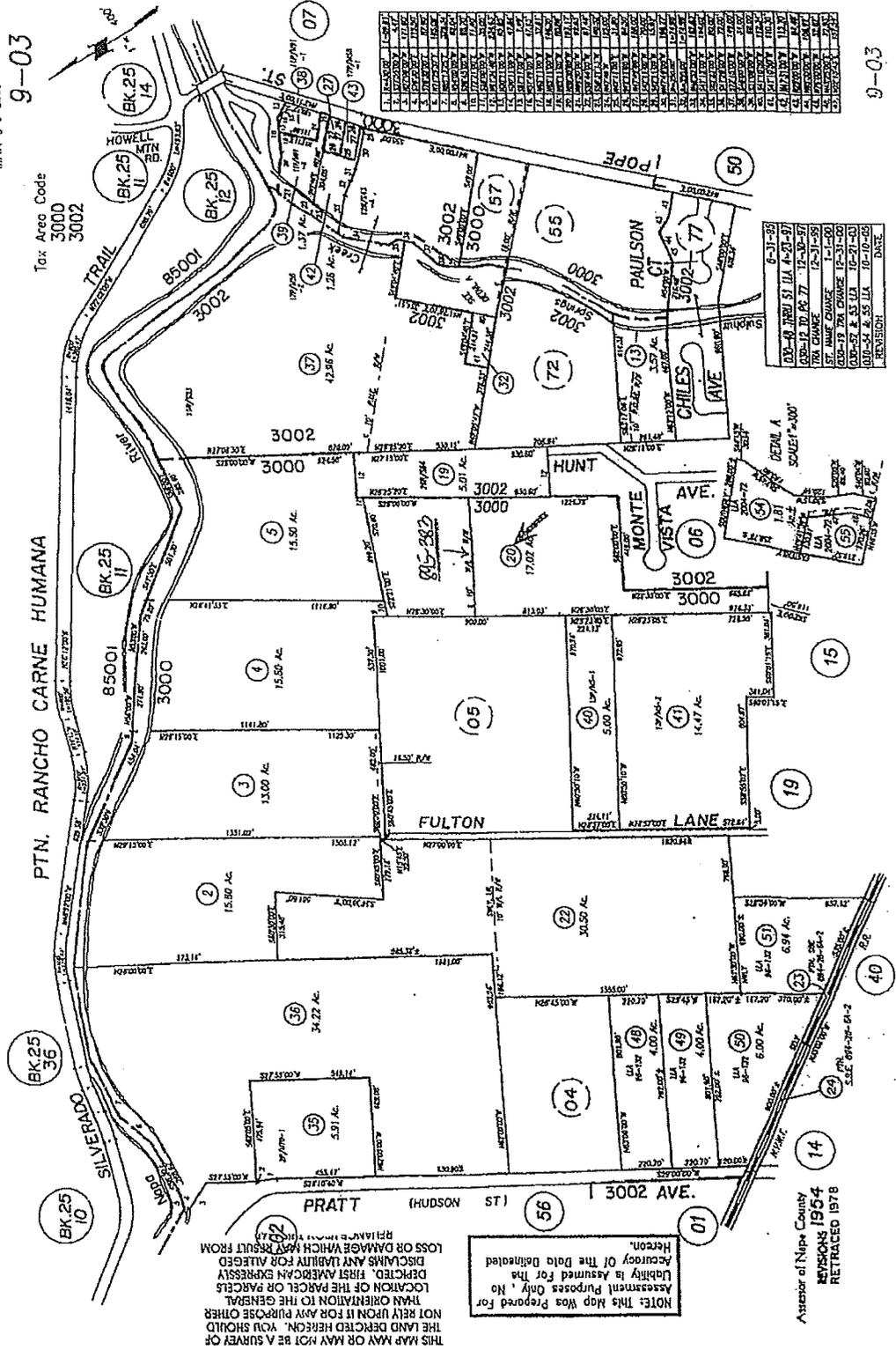
Confidentiality and Security

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.

MARK U P CLOUD
9-03

Tax Area Code
3000
3002

PTN. RANCHO CARNE HUMANA



9-03

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED. FIRST AMERICAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.

NOTE: THIS MAP WAS PREPARED FOR ASSISTANT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREON.

Assistant of Napa County
REVISIONS 1954
RETRACTED 1978

WARNING: THE MAP ATTACHED HERETO MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED THEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED. FIRST AMERICAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.



EXHIBIT C

FIGURE NO. 6 – OVERALL SITE MAP SUB BASIN DELINEATION MAP
MEAD & HUNT – INTERIOR DRAINAGE ANALYSIS FINAL REPORT



X:\V\16190\16190\16190-05-0001-0001-0001-0001.dwg Feb 07, 2011 - 10:27am

SUBMITTED

 APPROVED

MEAD HUNT
 ENGINEERS
 ARCHITECTS
 PLANNERS
 3071 Leptos Dale Sycamore Ct. #104
 Arcata, CA 95521
 Tel: (709) 814-1171
 06-26-08

ST. HELENA FLOOD PROTECTION PROJECT		JOB NO. 16190-05001
OVERALL SITE MAP SUB-BASIN DELINEATION MAP		FIGURE NO. 6



**Interior
Drainage
Analysis
Miller Property/Hunter
Property/Hunt Avenue
Final Report**



**City of St. Helena
Comprehensive Flood
Protection Project**

Report prepared by

**MEAD
&
HUNT**

Offices Nationwide
www.meadhunt.com

February 2012

Existing Conditions SWMM Model Output 10 year Storm Event

```
#####
# Rainfall input summary from Runoff #
#####
```

Total rainfall for gage # 1 is 6.2357 inches

```
#####
# Data Group F1 #
# Evaporation Rate (in/month)#
#####
```

DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00										

```
#####
# Data Group F1 #
# Evaporation Rate (in/day) #
#####
```

DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV
0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
0.000	0.000										

```
#####
# Table R1. SUBCATCHMENT DATA #
# Physical Hydrology Data #
#####
```

Deprs Deprs Prcnt

Per-	Subcatchment	-sion	-sion	Zero	Channel	Width	Area
cent	Slope	"n"	"n"	Storge	Strge Deten	(ft)	(ac)
Number	Name	or inlet					
Imperv	ft/ft	Imprv	Perv	Imprv	Perv	-tion	
70.00	1	0.000	0.014	0.060	0.000	0.000	0.00
	N1#1					N1	4835.0
							11.100
70.00	2	0.000	0.014	0.060	0.000	0.000	0.00
	N2#1					N2	6000.0
							22.900
30.00	3	0.001	0.014	0.060	0.000	0.000	0.00
	N2#2					N2	431.00
							9.9000

4				N7#1			N7	600.00	15.000
0.00	0.024	0.014	0.030	0.000	0.000	0.00			
5				N7#2			N7	3703.0	8.5000
0.00	0.000	0.014	0.030	0.000	0.000	0.00			
6				N4#1			N4	2100.0	4.8000
42.40	0.000	0.014	0.060	0.000	0.000	0.00			

```

#####
#####
#           Table R2.  SUBCATCHMENT DATA
#
#           Infiltration or Time of Concentration Data
#
#
# Infiltration Type           Infl #1(#5)           Infl #2(#6)
Infl #3(#7)                   Infl #4(#8) #
# SCS                          ->   Comp CN           Time Conc
Shape Factor                   Depth or Fraction #
# SBUH                         ->   Comp CN           Time Conc
N/A                             N/A #
# Green Ampt                   ->   Suction           Hydr Cond
Initial MD                      N/A #
# Horton                       ->   Max Rate           Min Rate   Decay
Rate (1/sec)                   Max. Infiltr. Volume #
# Proportional                 ->   Constant           N/A
N/A                             N/A #
# Initial/Cont Loss           ->   Initial           Continuing
N/A                             N/A #
# Initial/Proportional       ->   Initial           Constant
N/A                             N/A #
# Laurenson Parameters       ->   B Value           Pervious "n"
Impervious Cont                 Exponent #
# Rational Formula           ->   Tc Method   Flow Path Length   Flow
Path Slope  Roughness or Retardance #
#                               (#1 - #4 is Impervious Data / #5
- #8 is Pervious Data)         #
#                               Rational Formula Tc Method: 1 = Constant
#
#                               2 = Friend's
Equation                        #
#                               3 = Kinematic
Wave                            #
#                               4 = Alameda
Method                          #
#                               5 = Izzard's
Formula                         #
#                               6 = Kerby's
Equation                        #
#                               7 = Kirpich's
Equation                        #

```

Proposed Conditions SWMM Model Output 100 year Storm Event

```
#####
# Rainfall input summary from Runoff #
#####
```

Total rainfall for gage # 1 is 8.9995 inches

```
#####
# Data Group F1 #
# Evaporation Rate (in/month)#
#####
```

JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

```
#####
# Data Group F1 #
# Evaporation Rate (in/day) #
#####
```

JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV
0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000

```
#####
# Table R1. SUBCATCHMENT DATA #
# Physical Hydrology Data #
#####
```

Deprs Deprs Prcnt

Per-	Subcatchment	-sion	-sion	Zero	Channel	Width	Area
cent	Slope "n"	"n"	Storge	Stрге	Deten	(ft)	(ac)
Number	Name	or inlet	Imprv	Perv	-tion		
Imprv	ft/ft	Imprv	Perv	Imprv	Perv	-tion	
70.00	0.000	0.014	0.060	0.000	0.000	0.00	11.100
70.00	0.000	0.014	0.060	0.000	0.000	0.00	22.900
							9.9000

30.00	0.001	0.014	0.060	0.000	0.000	0.00		
	4		N7#1				N7	15000. 15.000
70.00	0.010	0.014	0.030	0.000	0.000	0.00		
	5		N9#1				N9	14750. 8.5000
70.00	0.010	0.014	0.060	0.000	0.000	0.00		
	6		N9#2				N9	545.00 1.2500
0.00	0.006	0.014	0.030	0.000	0.000	0.00		
	7		N4#1				N4	2100.0 4.8000
42.40	0.000	0.014	0.060	0.000	0.000	0.00		

```

#####
#####
#           Table R2.  SUBCATCHMENT DATA
#
#           Infiltration or Time of Concentration Data
#
# Infiltration Type           Infl #1(#5)           Infl #2(#6)
Infl #3(#7)                 Infl #4(#8) #
# SCS                        ->   Comp CN           Time Conc
Shape Factor                 Depth or Fraction #
# SBUH                       ->   Comp CN           Time Conc
N/A                          N/A #
# Green Ampt                 ->   Suction           Hydr Cond
Initial MD                   N/A #
# Horton                     ->   Max Rate           Min Rate   Decay
Rate (1/sec)                 Max. Infiltr. Volume #
# Proportional              ->   Constant           N/A
N/A                          N/A #
# Initial/Cont Loss         ->   Initial           Continuing
N/A                          N/A #
# Initial/Proportional     ->   Initial           Constant
N/A                          N/A #
# Laurenson Parameters     ->   B Value           Pervious "n"
Impervious Cont              Exponent #
# Rational Formula         ->   Tc Method   Flow Path Length   Flow
Path Slope  Roughness or Retardance #
#                               (#1 - #4 is Impervious Data / #5
- #8 is Pervious Data)      #
#                               Rational Formula Tc Method: 1 = Constant
#
#                               2 = Friend's
Equation                    #
#                               3 = Kinematic
Wave                        #
#                               4 = Alameda
Method                      #
#                               5 = Izzard's
Formula                    #
#                               6 = Kerby's

```