NAPA COUNTY REGIONAL PARK & OPEN SPACE DISTRICT

AGENDA

BOARD OF DIRECTORS SPECIAL MEETING

Monday, August 24th, 2026 *at* 2:30 P.M.
JoAnn Busenbark Board Room, Napa Valley Transportation Authority, 625 Burnell St, Napa, Calif.

This is an in-person meeting.
You may also attend and provide comments via Zoom Conference Call.

Please Note: Remote participation for members of the public, whether by telephone, Zoom, or any other technology, is provided for convenience only. In the event that the Zoom or other connection is disconnected or malfunctions for any reason, the Board of Directors reserves the right to conduct or to continue a meeting without remote access.

Instructions for Joining Zoom Meeting

Join Zoom meeting online:
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Meeting ID: 868 1099 5715
Passcode: 831326

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General Information

Agenda items will generally be considered in the order indicated below, except for Set Matters, which will be considered at the time indicated. Agenda items may from time to time be taken out of order at the discretion of the President.

Requests for disability related modifications or accommodations, aids, or services may be made to the Secretary's office no less than 48 hours prior to the meeting date by contacting info@ncrposd.org.

Prior to action on any item, the Board President will ask for comments from any member of the audience. After receiving recognition from the President, give your name, address, and your comments or questions. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the President.

State law requires agency officers (Directors and Officers) to disclose, and then be disqualified from participation in, any proceeding involving a license, permit, or other entitlement for use, if the officer has received from any participant in the proceeding an amount exceeding $250 within the prior 12 month period. State law also requires any participant in a proceeding to disclose on the record any such contributions to an agency officer.

All materials relating to an agenda item for an open session of a regular meeting of the Board of Directors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, on and after at the time of such distribution, by appointment in the NCRPOSD Office at 1443 Main Street, Suite 135, Napa, California 94559, and generally Monday through Friday, between the hours of 9:00 a.m. and 5:00 p.m., except for District holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code §§6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

The Board of Directors of the Napa County Regional Park and Open Space District encourages a respectful dialogue that supports freedom of speech and values diversity of opinion. The Board, staff, and members of the public are expected to be civil and courteous, and to refrain from questioning the character or motives of others participating in the meeting. The District requests that speakers not use threatening, profane, or abusive language which disrupts, disturbs, or otherwise impedes the orderly conduct of a Board meeting. Members of the public may comment on any item on the agenda during Board consideration of the item. The Board President will invite public comment following the staff presentation and prior to final Board deliberations. Each speaker will be allotted time for comment as set by the Board President (generally 3 minutes).

1. Call to Order and Roll Call

2. Public Comment

   In this time period, anyone may address the Board of Directors regarding any subject over which the Board has jurisdiction but which is not on today's posted agenda. In order to provide all interested parties an opportunity to speak, time limitations shall be at the discretion of the President. As required by Government Code, no action or discussion will be undertaken on any item raised during this Public Comment period.

3. Set Matters

   None.

4. Administrative Items

a. Consideration and potential approval of a purchase agreement with the Rene and Veronica di Rosa Foundation and the Land Trust of Napa County for the District's acquisition of the +/- 163.5-acre Milliken Peak property (APN No. 047-080-048) from the Rene and Veronica di Rosa Foundation for $1,850,000 plus related costs and authorize the General Manager to negotiate related agreements with the Rene and Veronica di Rosa Foundation.

5. Announcements by Board and Staff

In this time period, members of the Board of Directors and staff will announce meetings, events, and other matters of interest. No action will be taken by the Board on any announcements.

6. Adjournment

STAFF REPORT

By: Chris Cahill
Date: August 24, 2026
Item: **4.a**
Subject: Consideration and potential approval of a purchase agreement with the Rene and Veronica di Rosa Foundation and the Land Trust of Napa County for the District's acquisition of the +/- 163.5-acre Milliken Peak property (APN No. 047-080-048) from the Rene and Veronica di Rosa Foundation for $1,850,000 plus related costs and authorize the General Manager to negotiate related agreements with the Rene and Veronica di Rosa Foundation.

RECOMMENDATION

1. Find the project categorically exempt under CEQA.
2. Approve the Milliken Peak Purchase Agreement with the Rene and Veronica di Rosa Foundation and the Land Trust of Napa County for the acquisition of the Milliken Peak property for $1,850,000 plus certain closing costs and other transactional expenses, all as conditioned in the Purchase Agreement.
3. Authorize the General Manager to negotiate, with the Rene and Veronica di Rosa Foundation, the terms of those Related Agreements noted in the Purchase Agreement, subject to final approval by the Board of Directors prior to closing.
4. Authorize the General Manager to complete all actions and execute all documents necessary to effectuate the District's acquisition of the Milliken Peak property, including execution of a certificate of acceptance for the Grant Deed and the Parking Easement and any amendments to the Purchase Agreement that do not expand the District's obligations (monetary or otherwise), subject to approval as to form by District Counsel.

ENVIRONMENTAL DETERMINATION

Categorically Exempt. The acquisition of land or interests in land to create parks is exempt from the application of the California Environmental Quality Act (CEQA) under State CEQA Guidelines, Class 16 (*Transfer of Ownership of Land in Order to Create Parks*) and the Napa County Regional Park and Open Space District's Local CEQA Guidelines, Class 5, Sub 2 (*Minor Alterations in Land Use Limitations - Acceptance of Interest in Property*). No management plan has been prepared for the subject property. There are no unusual circumstances or cumulative impacts associated with the acquisition of the subject property that would cause it to have a significant effect on the environment.

BACKGROUND

The di Rosa Milliken Peak property represents an opportunity for the District to protect a prominent peak and to grow our network of parks and trails in southern Napa County. At 732 feet, Milliken Peak is the highest summit in the Carneros. Rising above the surrounding hills and baylands, it offers sweeping views of Napa Valley, San Pablo Bay, and the Mayacamas Mountains.

The approximately 163.5-acre property is one of two parcels that make up what has historically been the di Rosa Center for Contemporary Art campus. Unlike di Rosa's approximately 52-acre lower parcel, which contains the museum and other visitor facilities, the Milliken Peak parcel is largely undeveloped, consisting primarily of open grazing land and oak woodland along with a few agricultural structures, rock walls, and outdoor sculptures. Milliken Peak is located just west of the City of Napa and its approximately 78,000 residents and would provide a new regional park and trails only a few minutes away from the County's largest population center.

This project would permanently protect Milliken Peak and open it to public access and outdoor recreation for the first time. The property has been protected by a conservation easement held by the Land Trust since 1997, which protects its scenic and agricultural character but reserves significant development rights to the fee title owner, including construction of an estate residence and planting of up to 30 acres of vineyard. And, of course, the existing conservation easement does not provide for any public access to the prominent peak other than the occasional by-reservation hike led by di Rosa. By acquiring the property, the District would permanently eliminate the risk of its conversion into a vineyard estate and secure both the preservation of Milliken Peak and ongoing public access to the peak.

District staff envisions a new, approximately 2-mile, hiking trail from the existing di Rosa parking area (which will become a shared parking lot and trailhead under a future easement agreement to be negotiated between the District and di Rosa) to the Milliken Peak summit. The trail would provide a relatively short route to a scenic mountaintop and give the public access to outdoor sculptures that have historically been difficult for visitors to see close-up. The result would be a one-of-a-kind (at least in Napa County) open space park combining panoramic views, hiking, and fine art.

This is the sort of project that can only happen in collaboration with partners. The Land Trust has been instrumental in structuring the acquisition and is providing initial financing, di Rosa would provide access to part of its collection of experimental Northern California sculpture along with its existing parking area and a trail through its central campus, and the District would secure public stewardship and develop the trail and other public access improvements. The project builds on the District's ongoing focus on protecting critical landscapes while creating thoughtfully designed and constructed ways for the public, residents, and visitors alike to experience them.

di Rosa
The di Rosa Center for Contemporary Art opened to the public in 1997, when Rene and Veronica di Rosa transformed their Carneros ranch and art collection into a public art and nature preserve. The 217-acre campus includes the museum, galleries, lake, grounds, and nearly 80 outdoor sculptures.

Since the deaths of the founders, the organization has faced sustained financial challenges, including operating deficits in many years. The Foundation's endowment has declined over time, while maintaining the property requires substantial ongoing resources, including hundreds of thousands of dollars in deferred maintenance across the campus's buildings and grounds.

In January 2026, the Foundation placed its entire 217-acre campus, including the museum and Milliken Peak, on the market for $10.9 million. The prospect of selling the campus generated concern among artists, donors, and longtime local supporters, particularly over the potential separation of the collection from the land. In May 2026, the Foundation removed the lower parcel containing the museum and collection from the market. Milliken Peak has remained under negotiation as a way for the Foundation to generate needed revenue while keeping the museum at its existing location.

For the Open Space District, the proposed transaction offers the opportunity to accomplish two interwoven objectives: permanently protect Milliken Peak and help di Rosa sustain a museum and art collection that have been part of the cultural fabric of Napa County for nearly 30 years. If we accomplish our goals here, the outdoor sculptures will remain on the Peak and the museum and collection will remain at their current site for decades to come.

Proposed Transaction

The proposed acquisition is structured as a three-party purchase agreement among the District, the Land Trust of Napa County, and the di Rosa Foundation. The Land Trust would provide interim financing, similar to its role in the recent Turkovich acquisition, allowing the transaction to proceed while the District secures acquisition funding.

The purchase price is $1,850,000. The Land Trust would initially fund a $500,000 down payment, with a potential second payment in early 2027, and would be reimbursed by the District if Measure B funding becomes available and the acquisition proceeds.

The transaction also has an important conservation backstop. If the District does not acquire the property, the Land Trust will record an amendment to the existing Conservation Easement that would totally eliminate residential development rights. Thus, either the District acquires Milliken Peak in fee or the Land Trust secures substantially stronger permanent conservation protections.

Funding Contingency

The purchase agreement includes a funding contingency tied to Measure B, *the Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Act of 2026*, which will appear on the November 3, 2026 ballot.

If Measure B is approved, the District would proceed with the acquisition using Measure B funds, subject to satisfaction of all conditions to close, and would reimburse the Land Trust for its advance payments and transaction costs.

If Measure B is not approved, the District would have the option to terminate the acquisition, triggering the conservation-easement fallback, or potentially proceed using other funding should it be secured. If the deal does not proceed, the District would not have any obligation to reimburse the Land Trust for the $500,000 down payment or for the Land Trust's transaction costs. If the District proceeds without Measure B funding, the Land Trust could increase its financial contribution, and the District and Land Trust would jointly fund the acquisition.

Prior to close of escrow, staff would return to the Board for the Board's approval of a Budget Amendment to appropriate sufficient funds for the purchase and related costs.

Related Agreements and Public Access

In addition to the funding contingency, the District's acquisition of the Milliken parcel is contingent upon the District's future negotiation, approval, and execution of several Related Agreements:

- A Parking Easement Agreement with di Rosa, which would grant the District an easement over di Rosa's parking lot and the Winery Lake property for access, parking, and signage. This would provide a practical trailhead for Milliken Peak without requiring a separate parking lot or access road.

- A License Agreement with di Rosa, by which the District would grant di Rosa an Art License allowing di Rosa to maintain its outdoor sculptures on the Milliken Peak parcel. The proposed trail would make these works more accessible to the public while allowing them to remain in their existing natural setting.

- A Lease Agreement between the District and di Rosa which would allow di Rosa to lease an existing barn from the District near the Milliken property's southeast corner for as long as it continues to operate the museum.

- A Water Sharing Agreement between the District and di Rosa that would allow the District's use of water from the Winery Lake parcel for maintenance, operations, and recreational purposes on the Milliken Peak parcel.

- An amendment to an existing access easement held by di Rosa over the adjacent Treasury Wine Estates parcel that provides access to the Milliken parcel. This is needed in order to clarify that public access will be permitted on the easement so that recreational users can access the Milliken parcel for the District’s intended public park and open space purposes.

As part of today’s action, the Board would delegate authority to the General Manager to negotiate the Parking Easement Agreement, License Agreement, Lease Agreement, and Water Sharing Agreement and return to the Board for its approval of those agreements.

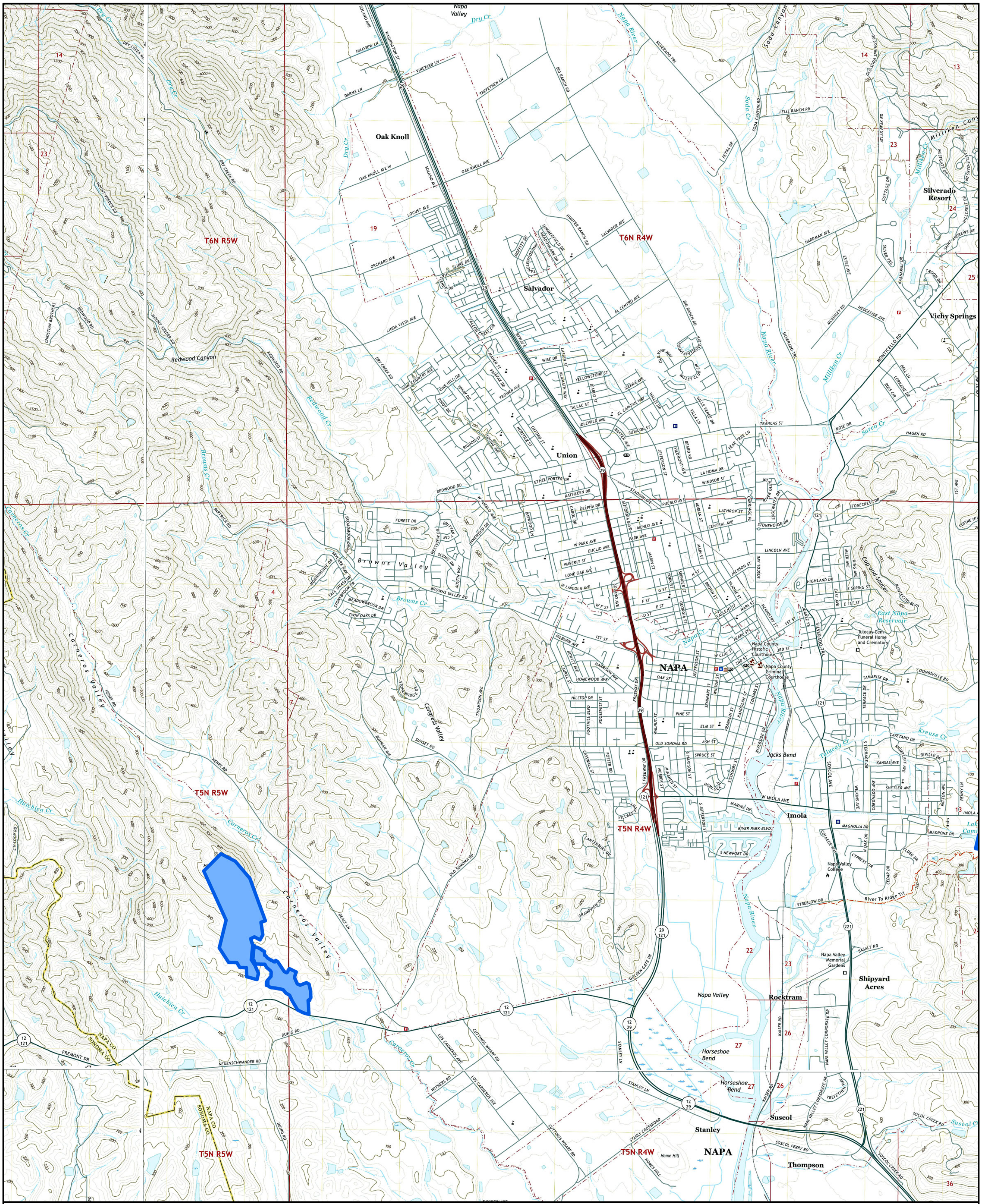
The Purchase Agreement requires the amended access easement with Treasury Wine Estates to be executed by di Rosa but requires the District to review and approve the amended easement prior to close of escrow to confirm it provides sufficient public access. As drafted, the Purchase Agreement delegates authority to the General Manager to approve the amended easement.

Schedule
District due diligence would continue through a Contingency Date of January 15, 2027, by which time the District would complete its title review and negotiate the Related Agreements with di Rosa.

Close of Escrow is targeted for on or before October 31, 2027. This provides sufficient time to complete the acquisition if Measure B funding does become available in mid-2027.

Staff would return to the Board prior to January 15, 2027, for the Board’s approval of the Related Agreements and a second time for the Board’s appropriation of funding should the District proceed with the purchase.

In Summary
If completed, the acquisition would add a prominent Carneros landscape to the District's system of protected lands, eliminate the property's remaining residential and vineyard development potential, and create a new public hiking destination close to the City of Napa. It would also extend the District's work of turning protected land into public open spaces, places where people can hike, experience nature, enjoy extraordinary views, and connect with the history and culture of the Napa Valley.



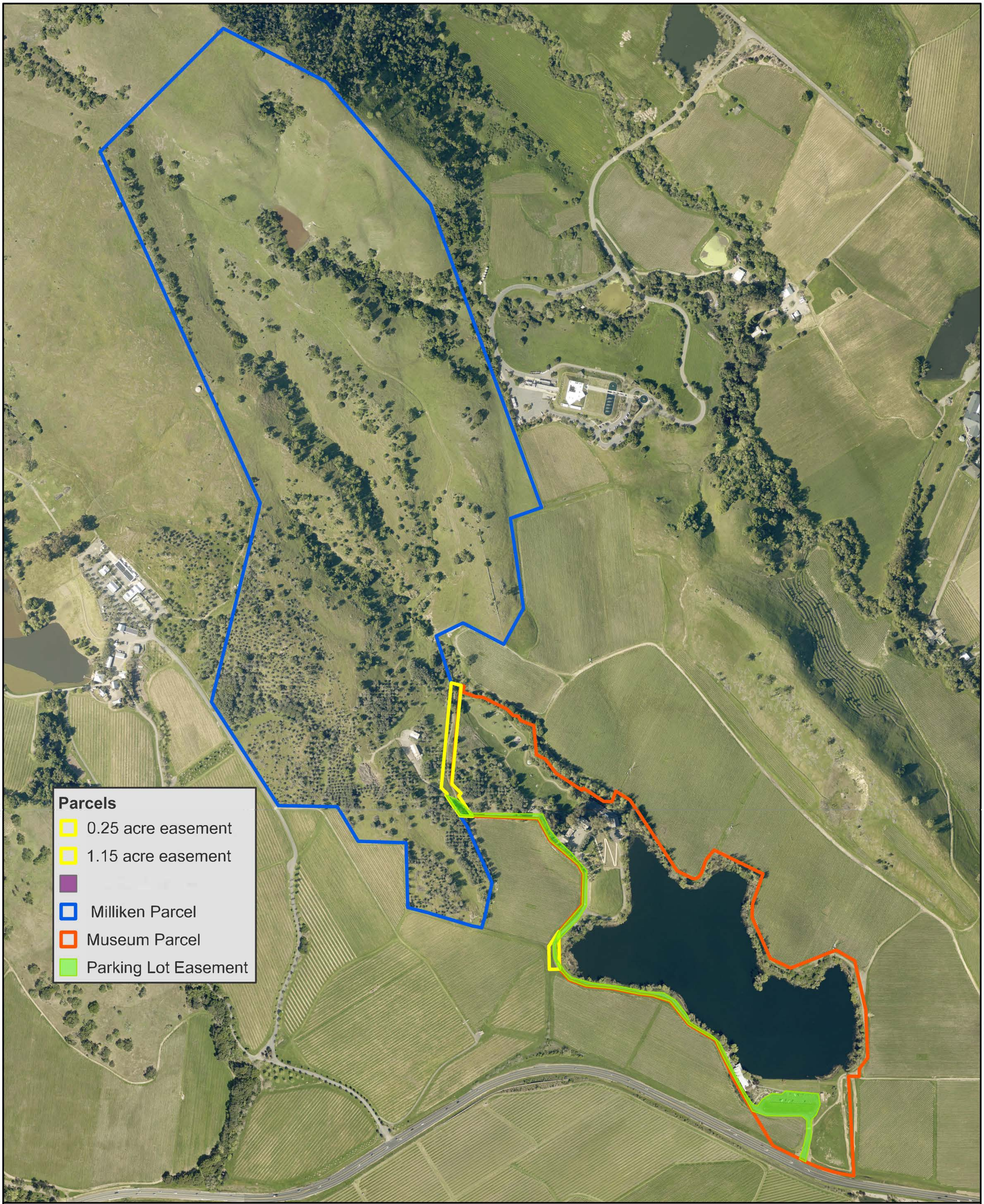
Location

Di Rosa property

0 2,000 4,000
Feet

8/19/2026 Disclaimer: This map was prepared for informational purposes only. No liability is assumed for the accuracy of the data delineated hereon.

NAPA COUNTY REGIONAL PARK & OPEN SPACE DISTRICT



Parcels and Easements

Di Rosa property

0 500 1,000 Feet

NAPA COUNTY REGIONAL PARK & OPEN SPACE DISTRICT

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Parking Lot and Driveway Easement

Di Rosa property

0 500 1,000 Feet

NAPA COUNTY REGIONAL PARK & OPEN SPACE DISTRICT

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Draft 08.17.2026

Purchase Agreement

This Purchase Agreement (“**Agreement**”) is made effective as of the XX day of August, 2026 (“**Effective Date**”), by and among Napa County Land Trust, a California nonprofit public benefit corporation, dba The Land Trust of Napa County (“**Land Trust**”), Napa County Regional Park and Open Space District, a special district of the State of California (“**Buyer**”), and The Rene and Veronica di Rosa Foundation, a California nonprofit public benefit corporation (“**Seller**”), all of whom together may hereafter collectively be referred to as “**the Parties**”, or individually as “**a Party**,” and is as follows:

RECITALS

A. Seller owns real property in the unincorporated area of Napa County, consisting of approximately 163.5 acres, commonly known as Assessor’s Parcel Number (“**APN**”) 047-080-048-000, together with all improvements, fixtures, timber, water, oil, gas and mineral rights, and all intangible property owned or held by Seller that pertains to the property or the use thereof (hereinafter referred to as the “**Property**”) (as more particularly described and depicted in **Exhibit A** and **Exhibit B**, respectively).

B. Buyer is a regional park and open space district of the State of California created pursuant to Public Resources Code section 5500 et seq. Buyer’s jurisdiction includes all of Napa County, and it is charged with protecting and preserving natural areas, wildlife habitat and other open space resources, and to plan, improve, and operate a system of public parks, trails, outdoor recreational facilities, and outdoor science and conservation education programs.

C. Land Trust is a conservation organization having among its purposes the acquisition of open space and scenic lands. Land Trust is a nonprofit corporation under section 501(c)(3) of the Internal Revenue Code and is eligible to receive tax-deductible donations. Land Trust, through fee acquisitions or through conservation easements, has protected approximately 96,000 acres of land since its inception in 1976.

D. Land Trust holds a conservation easement (“**Conservation Easement**”) over the Property, recorded on October 22, 1997 as Document No. 025051 in the official records of Napa County.

E. Seller owns other property (the “**Winery Lake Property**”) in close proximity to the Property, commonly known as APN 047-080-059 and depicted in Exhibit B, on which it operates an art museum (the “**Museum**”).

F. Seller accesses the Property through an adjacent parcel owned by Treasury Wine Estates (“**Treasury Wine**”), commonly known as APN 047-080-058 and depicted in Exhibit B (“**Treasury Wine Property**”), via an easement for ingress and egress (“**Treasury Access Easement**”) reserved in a Corporation Grant Deed dated March 6, 1986 and recorded on March 12, 1986 in volume 1433 at page 144 of the Official Records of Napa County, which easement was corrected and reaffirmed in an Easement Agreement dated July 23, 2010 and recorded as Document 2010-0022570 in the Official Records of Napa County. The Treasury Access Easement allows private use by Seller and certain provisions of the easement may limit public use of the easement.

G. The Property has many unique features that make it attractive to Buyer, including scenic and panoramic views across southern Napa County, relatively undisturbed open space and natural habitat, and proximity to the City of Napa, an urban population in the county with approximately 75,000 residents. Buyer desires to acquire the Property for public open-space and passive recreational use.

H. A tax measure called the Napa County Wildfire Preparedness, Watershed Protection and Open Space Preservation Act ("**Measure B**") is listed on the ballot at the November 3, 2026 election ("**Election**"). If Measure B is approved by the voters, it is estimated to provide approximately $11,000,000 annually in funding to Buyer for wildfire preparedness, watershed protection, and open space preservation.

I. Buyer's ability to fund the purchase of the Property is contingent on a number of factors, including but not limited to passage of Measure B. Additionally, even if Measure B passes, the resulting Measure B funds will likely be unavailable until the end of July 2027 at the earliest. Accordingly, the Parties intend and agree that this Agreement contain a number of contingencies with respect to Buyer's obligation to purchase the Property, and the sources of funding for that purchase. Specifically, and as described further herein, Buyer's obligation to purchase the Property pursuant to the terms and conditions of this Agreement is contingent on the passage of Measure B and District's receipt of sufficient funds from Measure B or other sources to purchase the Property. Further, if Measure B passes, Buyer will fund the entire Purchase Price of the Property, defined below, subject to Land Trust's agreement to deposit into escrow two advance reimbursable payments as described further herein. If Measure B does not pass, Buyer may elect to either proceed with or terminate its obligation to purchase the Property under this Agreement. If Measure B does not pass and Buyer nevertheless elects to proceed with the purchase of the Property under this Agreement, Land Trust and Buyer will jointly fund the Purchase Price as further set forth herein.

J. To support Buyer's purchase of the Property, Land Trust desires to provide initial funding for that purchase, in the form of two advance payments. If Measure B passes, Buyer will fully fund its purchase of the Property and reimburse Land Trust for both advance payments and the Land Trust's reasonable costs associated with the transaction. If Measure B fails to pass and Buyer elects to proceed with the purchase of the Property, the Land Trust's advanced payments will be credited towards the Purchase Price and not reimbursed to Land Trust except as otherwise provided herein.

K. If Measure B does not pass and Buyer elects to terminate its obligation to purchase the Property under this Agreement, or if Buyer's purchase of the Property fails to close for any other reason, the Parties agree and intend that: (i) Land Trust may exercise an option to accept from Seller and record an amendment to the Conservation Easement, substantially similar to the form attached hereto as **Exhibit C** ("**Conservation Easement Amendment**" or "**Amendment**"), that extinguishes certain reserved rights in the Conservation Easement; and (ii) Land Trust's first advance payment will be treated as consideration for the Conservation Easement Amendment, and the second advance payment, if already made, will be returned to Land Trust.

L. The form of the Agreement is structured as follows. Section 1 contains the terms and conditions applicable to Buyer's purchase of a fee interest in the Property (the "**Fee Transaction**") and, where noted, certain terms and conditions that also apply to Seller's grant of the Conservation Easement Amendment (the "**Easement Transaction**"). Section 2 contains the terms and conditions applicable to the Easement Transaction, and shall apply only to the extent the Fee Transaction fails to close for any reason. Unless otherwise noted, Section 3 shall apply to the entire Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Fee Purchase and Sale.** Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions set forth in this Agreement.

1.1 **Purchase Terms**.

(a) Price. The purchase price for the Property ("**Purchase Price**") is One Million Eight Hundred Fifty Thousand and no/100 Dollars ($1,850,000).

(b) Opening of Escrow and Initial Deposits. Within five (5) business days after the Effective Date, Land Trust shall open an escrow with Placer Title Company of Napa (the "**Title Company**") and deliver a fully executed copy of this Agreement to Title Company. Within twenty (20) business days after escrow is opened, Land Trust and Seller shall make the following deposits into escrow:

(1) Land Trust shall deposit Five Hundred Thousand Dollars and 0/100 ($500,000.00) (the **"First Advance Payment"**).

(2) Land Trust and Seller shall each deposit a duly executed and acknowledged original counterpart of the Conservation Easement Amendment, which shall be held in escrow until either (i) the Close of Escrow (as defined below), in which case such counterparts will be returned, unrecorded, to Land Trust and

Seller as set forth in Section 1.5(d)(3); or (ii) the Fee Transaction fails to close for any reason, in which case the provisions of Section 2 shall apply. Seller's execution of this Agreement and deposit pursuant to this Section 1.1(b)(2) shall constitute an irrevocable offer to grant the Conservation Easement Amendment to the Land Trust subject to the terms and conditions of this Agreement.

(3) Land Trust and Seller shall each deposit a duly executed and acknowledged original counterpart of a Memorandum of Agreement in the form attached as **Exhibit D**, which provides notice of Land Trust's option to accept the offer described in this section and Seller's covenant not to encumber the Property, as set forth in Section 1.6(b)(4).

(4) After Land Trust and Seller have made the deposits described in Sections 1.1(b)(1-3), the Parties will instruct the Title Company to record the Memorandum of Agreement and release the First Advance Payment to Seller. The First Advance Payment shall be non-refundable except as otherwise provided herein.

(c) Close of Escrow. Close of escrow for the Fee Transaction shall be on or before October 31, 2027 ("**Close of Escrow**") unless extended by the Parties in writing.

(d) Title Policy. At the Close of Escrow, the Title Company shall issue an ALTA or CLTA (as the Buyer may request in its sole discretion) title insurance policy in an amount of the Purchase Price, together with any endorsements reasonably requested by Buyer, showing title vested in Buyer for the Property ("**Title Policy**"), insuring Buyer's fee interest in the Property, subject only to the Permitted Exceptions, as defined below.

(e) Second Advance Payment. If Measure B is approved at the Election or Buyer has elected to proceed with its purchase of the Property pursuant to Section 1.1(f)(2)(B), then on or before January 31, 2027, Land Trust shall make an additional deposit with the Title Company, the amount of which shall increase the total Land Trust deposits, including the First Advance Payment, to an amount equal to at least fifty percent (50%) and up to the full amount of the Purchase Price (the "**Second Advance Payment**," and together with the First Advance Payment, the "**Advance Payments**"). The Second Advance Payment shall be retained in escrow pending Close of Escrow; provided, however, that it shall be released to Land Trust pursuant to Section 2.6(c)(2)(A) in the event the Fee Transaction fails to close for any reason, including but not limited to termination or default by Buyer or Seller.

(f) Measure B Contingency.

(1) Measure B Approved. If Measure B is approved at the Election, Buyer shall, within five (5) business days of the County of Napa's certification of the Election results ("**Certification**"), notify Seller, Land Trust, and Title Company in writing of such approval, and proceed with its purchase of the Property pursuant to the terms and conditions of this Agreement.

Commented [SL1]: Deadline to certify = Thurs, Dec 3; notification deadline = Thurs, Dec 10

(2) Measure B Not Approved. If Measure B is not approved at the Election, Buyer shall, within forty-five (45) days of Certification, by written notice to Seller, Land Trust, and Title Company, elect to either:

Commented [SL2]: Sun, January 17

(A) terminate its obligation to purchase the Property under this Agreement, in which case Land Trust may exercise its option to accept and record the Conservation Easement Amendment pursuant to and as further set forth in Section 2 below; or

(B) proceed with its purchase of the Property pursuant to the terms and conditions of this Agreement.

(g) Funding for Purchase Price. If Measure B is approved at the Election, Buyer shall, prior to the Close of Escrow, deposit or cause to be deposited into escrow the entirety of the Purchase Price plus the amount of Land Trust's actual costs reasonably incurred by Land Trust in connection with this transaction ("**Land Trust Costs**"), including staff costs and attorneys' fees. Prior to the appropriation of funds described in Section 1.4(a)(3), Land Trust shall provide Buyer the total amount of the Land Trust Costs together with invoices or other supporting documentation reasonably acceptable to Buyer. At the Close of Escrow, Title Company shall disburse to Land Trust an amount equal to the Advance Payments plus Land Trust Costs as further set forth in Section 1.5(d)(1)(A). If Measure B is not approved at the Election but Buyer elects to proceed with the purchase of the Property pursuant to Section 1.1(d)(2), Buyer shall, prior to the Close of Escrow, deposit or cause to be deposited with the Title Company the balance of the Purchase Price, the Title Company shall credit the Advance Payments to the Purchase Price, and Land Trust shall not be reimbursed for the Advance Payments or Land Trust Costs. Buyer and Land Trust may agree in a separate writing to modify their respective deposits and reimbursements as described in this Section 1.1(g), which shall for purposes of this Agreement be set out as necessary in separate or supplemental instructions to the Title Company;

provided, however, that any such writing or instructions may not alter the Purchase Price or the amounts owed to Seller under this Agreement.

1.2 **Due Diligence**. Buyer has the right, during the time frames specified below, to inspect the Property and satisfy itself regarding all matters related to the Property's condition. Buyer's inspection and due diligence rights include, but are not limited to, each of the matters described in this Section 1.2.

(a) Title Documents. Buyer has obtained from the Title Company the following documents ("**Title Documents**") for Buyer's and Seller's review and Buyer's approval: (1) a preliminary title report ("**Title Report**") issued by the Title Company, dated October 14, 2025, with respect to the Property; and (2) copies of all recorded documents referred to in the Title Report. From time to time, Buyer may request updates to the Title Report and/or a "Pro Forma" title policy. On or before January 15, 2027 ("**Contingency Date**"), Buyer will give Seller and Title Company written notice of Buyer's approval or disapproval of the legal description and matters shown in the Title Documents. All matters on the Title Report not approved by Buyer on or before the Contingency Date shall be deemed disapproved by Buyer. If Seller does not elect to (a) cure any matters on the Title Report to which Buyer has objected on or before the Contingency Date or (b) cure any matters that have appeared on the Title Report after the Contingency Date which were not created or assumed by Seller (collectively, the "**Title Objections**"), then Buyer's sole remedy will be to notify Seller that Buyer has elected to either (1) terminate its obligation to purchase the Property under this Agreement, in which case the provisions of Section 2 shall apply, or (2) proceed with the purchase of the Property, in which case Seller will have no obligation to cure any uncured Title Objections and shall have no liability therefor and any such uncured Title Objections shall be deemed to be Permitted Exceptions hereunder.

(b) Permitted Exceptions. It will be a condition to the Close of Escrow and a covenant of Seller that Seller will convey the Property to Buyer by Grant Deed substantially in the form attached hereto as **Exhibit E** ("**Grant Deed**") free and clear of all recorded and unrecorded liens, encumbrances, assessments, other property, leases, including any and all unrecorded leases, taxes, and exceptions to title except the following permitted exceptions ("**Permitted Exceptions**"):

(1) liens for taxes not yet due and payable;

(2) matters created by or with the written consent of Buyer; and

(3) exceptions that are disclosed by the Title Documents and that are approved by Buyer in writing); provided, however, that exception 13 on the Title Report shall not be a Permitted Exception. Unless otherwise approved by Buyer, which approval shall be by written notice to Seller, any new matters that have appeared on the Title Report after the Contingency Date shall not be treated as Permitted Exceptions.

(c) Condition of Property.

(1) Rights of Inspection. From a period commencing on the Effective Date and ending on the Contingency Date ("Due Diligence Period"), Buyer shall have the right to conduct any and all inspections, investigations, tests, and studies with respect to the Property as Buyer may elect to make or maintain for the purpose of determining the feasibility of acquiring the Property. The costs of any such inspections, test and/or studies shall be borne solely by the Buyer. In the event Buyer disapproves of the condition of the Property, Buyer shall, on or before the Contingency Date, by written notice to Seller and Land Trust, terminate its obligation to purchase the Property under this Agreement, in which case the provisions of Section 2 shall apply.

(2) License. Seller hereby grants to Buyer and its representatives, agents, employees, guests, and consultants (collectively "Buyer's Agents") a nonexclusive license to enter upon the Property during the Due Diligence Period for the purpose of conducting feasibility studies and physical inspection of the Property. Prior to any such entry by Buyer or Buyer's Agents on the Property, Buyer shall make a reasonable effort to provide Seller with no less than 24 hours prior notice of such entry.

(3) Indemnity. Buyer shall indemnify, defend, and hold Seller, Land Trust, and the Property free and harmless from all loss, damage, or liability arising from the performance of such inspection and study activities by Buyer and/or Buyer's Agents on the Property, except to the extent that such loss, damage, or liability arises from the negligence or willful misconduct of Seller, Land Trust or their respective agents, employees, contractors, licensees, or lessees.

(d) Seller Documents. Within thirty (30) calendar days after the Effective Date, Seller shall deliver to the Buyer true, correct, and complete copies of any and all unrecorded (i) leases, licenses, and easements affecting the Property; (ii) surveys, development plans, maps, drawings and specifications for the Property and all improvements thereon; (iii) grading plans, topographical maps, soils reports, and hazardous waste reports with respect to the Property; (iv) all permits and governmental approvals (such as approved building permits, building inspection approvals and certificates of occupancy) and/ or other regulatory authorizations pertaining to the Property; (v) any and all management contracts, maintenance contracts, service contracts, reciprocal easement agreements, and any other contracts or agreements affecting or relating to the leasing, ownership, operation, or maintenance of the Property, including, without limitation, copies of all warranties with respect thereto; (vi) the most recently issued bills for all real property taxes, assessments and all personal property taxes payable with respect to the Property, or any portion thereof, and (vii) such other documents in Seller' s possession, custody, or control which relate to the Property (collectively, the " Seller Documents"). All plans, maps, surveys, and other Seller Documents constituting personal property shall be transferred to the Buyer lien free at Close of Escrow and at no cost to the Buyer.

1.3 **Related Agreements.**

(a) Winery Lake Access Easement. Concurrent with the recordation of the Grant Deed, as defined in Section 1.5(a)(1), Seller shall grant to Buyer an easement for access, parking, and signage on the Winery Lake Property ("**Winery Lake Access Easement**"). Buyer and Seller agree to negotiate and execute the Winery Lake Access Easement prior to the Contingency Date.

(b) Amendment to Treasury Access Easement. Buyer intends to acquire the Property for public open space and passive recreational use, consistent with the Conservation Easement. However, portions of the recorded access to the Property pass through an active vineyard property, owned and managed by Treasury Wine. The Treasury Access Easement allows the private use of Seller (and its successors) but certain provisions of the easement may limit continuing use by the public. Seller agrees to negotiate and execute an amendment to the Treasury Access Easement with Treasury Wine that allows public access over and across the access easement for the Buyer's intended public open space and passive recreational uses (the "**Amended Treasury Access Easement**") prior to November 30, 2026. Prior to Seller's execution of the Amended Treasury Access Easement, Seller shall provide a copy of such amendment to Buyer's General Manager for his written approval.

(c) Seller's Right to Lease Back Portions of the Property. After Close of Escrow, Seller shall retain a right to lease from Buyer the northernmost barn near the southeast boundary of the Property where sheds and outbuildings are currently located for so long as Seller continues to own and operate the Museum, subject to the terms and conditions of said lease (the "**Lease**"). After the Effective Date of this Agreement, and prior to the Contingency Date, Buyer and Seller agree to work in good faith to negotiate and finalize the terms of the Lease.

(d) Water Sharing Agreement. Buyer and Seller agree that, subject to the terms of a water sharing agreement ("**Water Sharing Agreement**"), after it acquires the Property, Buyer may use water from the Winery Lake Property for specific approved operations, maintenance, recreational or agricultural uses on the Property. Buyer and Seller agree to negotiate and execute the Water Sharing Agreement prior to the Contingency Date.

(e) Art License. Seller currently displays and maintains several outdoor sculptures on the Property, and Buyer and Seller agree, subject to the terms of a license ("**Art License**"), that Seller may continue to display and maintain such sculptures after Buyer acquires the Property. Buyer and Seller agree to negotiate and execute the Art License prior to the Contingency Date.

(f) Deposits into Escrow. For each of the agreements described in this Section 1.3, and consistent with each Party's obligations under Section 1.5(a) and 1.5(b), the Parties agree to deposit such fully executed and acknowledged (as applicable) agreements into escrow by the Contingency Date, with the exception of the Amended Treasury Access Easement, which Seller shall deposit into escrow no later than November 30, 2026.

1.4 **Conditions To Close of Escrow for Fee Transaction**.

(a) Buyer's Conditions. The Close of Escrow and Buyer's obligation to purchase the Property are subject to the satisfaction of the following conditions for Buyer's benefit on or prior to the Close of Escrow, or such earlier date as is designated below for the satisfaction of such conditions:

(1) The approval of Measure B by the voters at the Election and no legal challenges to Measure B are filed within the applicable statute of limitations, or Buyer's election to proceed pursuant to Section 1.1(f)(2)(B);

(2) Approval by Buyer's Board of Directors of Buyer's purchase and the agreements described in Sections 1.3(a), 1.3(c), 1.3(d), and 1.3(e);

(3) The appropriation by Buyer's Board of Directors of funds sufficient to satisfy Buyer's obligations under Section 1.1(g);

(4) The Buyer's General Manager has approved the Amended Treasury Access Easement in accordance with Section 1.3(b);

(5) All Representations and Warranties of Seller are true and correct as of the Close of Escrow, as if made on such date;

(6) At or before Close of Escrow, Seller will have timely performed all of the obligations required by the terms of this Agreement to be performed by Seller;

(7) Buyer has approved the condition of the Property following its inspections and due diligence conducted pursuant to Section 1.2;

(8) Seller has delivered all documents required to be delivered by Seller under this Agreement;

(9) Seller has deposited into Escrow such other documents as are reasonably required by the Title Company and/or Escrow Holder to close Escrow and consummate the purchase and sale of the Property in accordance with the terms of this Agreement;

(10) From and after the Effective Date, there has not been any material change with respect to the Property or any aspect thereof, including, without limitation, its physical, environmental, title, leasing, financial, or regulatory condition;

(11) Buyer's acquisition of the Property has been deemed consistent with the County's General Plan in accordance with Government Code Section 65402(c); and

(12) The Title Company has irrevocably committed to issue the Title Policy in an amount of the Purchase Price and in the form of the Pro Forma title policy approved by Buyer, subject only to the Permitted Exceptions.

(b) Seller's Conditions. The Close of Escrow and Seller's obligations to sell the Property are subject to the satisfaction of the following conditions for Seller's benefit:

(1) At or before Close of Escrow, Buyer will have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer; and

(2) All representations and warranties of Buyer set forth in Agreement will be true and correct as of the Close of Escrow.

(c) Failure of Conditions. If any one or more of the foregoing conditions is not fully performed, satisfied, or waived in writing by the benefiting Party on or before the Close of Escrow or such earlier date as is designated for satisfaction of such conditions, then the Party for whom the failed condition was intended to benefit may elect, by written notice to the other Parties, including Land Trust, to terminate its obligation to sell or purchase the Property, as the case may be, in which event the provisions of Section 2 shall apply.

1.5 **Close of Escrow.**

(a) Deposits by Seller. At least one (1) business day prior to the Close of Escrow, or such earlier date as may be set forth below or in Section 1.3(f), Seller will deposit or cause to be deposited with the Title Company the following documents and instruments:

(1) Grant Deed. One (1) original of the Grant Deed from Seller to Buyer.

(2) Title Documents. An owner's affidavit in the form attached hereto as **Exhibit F**, if required by the Title Company in order to issue the Title Policy, organizational and authority documents requested by the Title Company, and such other documents as may be reasonably requested by the Title Company in order to issue the Title Policy subject only to the Permitted Exceptions.

(3) Non-Foreign Certification. A non-foreign certification duly executed by Seller in the form reasonably acceptable to Title Company ("FIRPTA Certificate").

(4) Winery Lake Access Easement. One (1) original of the Winery Lake Access Easement, duly executed by Seller, acknowledged and in recordable form.

(5) Amended Treasury Access Easement. One (1) original of the Amended Treasury Access Easement, duly executed by Treasury Wine and Seller, acknowledged and in recordable form.

(6) Water Sharing Agreement. One (1) original counterpart of the Water Sharing Agreement, duly executed and acknowledged by Seller;

(7) Lease. One (1) original counterpart of the Lease, duly executed and acknowledged by Seller;

(8) Art License. One (1) original counterpart of the Art License, duly executed and acknowledged by Seller;

(9) Other Instruments. Such other documents and instruments, duly executed and/or acknowledged, as may be reasonably required, in order to consummate the Fee Transaction in accordance with the terms and conditions of this Agreement.

(b) Deposits by Buyer. At least one (1) business day prior to the Close of Escrow, or such earlier date as may be set forth below or in Section 1.3(f), Buyer will deposit or cause to be deposited with the Title Company the following immediately available funds and documents:

(1) Funds. The funds required to pay the Purchase Price and any Land Trust Costs as set forth in Section 1.1(g), as increased or reduced by Buyer's share of costs and expenses as set forth in Section 1.5(c) and by the prorations and credits provided for in this Agreement.

(2) Buyer's Certificates of Acceptance. Fully executed Certificates of Acceptance for:

(A) the Grant Deed; and

(B) the Winery Lake Access Easement.

(3) Water Sharing Agreement. One (1) original counterpart of the Water Sharing Agreement, duly executed and acknowledged by Buyer;

(4) Lease. One (1) original counterpart of the Lease, duly executed and acknowledged by Buyer;

(5) Art License. One (1) original counterpart of the Art License, duly executed and acknowledged by Buyer;

(6) Other Instruments. Such other documents and instruments, duly executed and/or acknowledged, as may be

reasonably required, in order to consummate the Fee Transaction in accordance with the terms and conditions of this Agreement.

(c) Costs and Expenses. Closing and related costs and expenses will be paid as follows:

(1) Buyer will pay the cost of the Title Policy, one-half of the escrow fee, the Title Company's customary charges to buyers, customary (in Napa County) buyer recording and miscellaneous charges, and Buyer's share of prorations as set forth in Section 1.5(e);

(2) Seller will pay all documentary filing fees and transfer taxes payable in connection with the recordation of the Grant Deed, one-half of the escrow fee, the Title Company's customary charges to sellers, customary (in Napa County) seller recording and miscellaneous charges, and Seller's share of prorations as set forth in Section 1.5(e).

(3) If, as a result of no fault of Buyer or Seller, Escrow fails to close, Buyer will pay all of the Title Company's fees and charges. If Escrow fails to close due to a default by either Buyer or Seller, the defaulting party will pay all of the Title Company's fees and charges.

(d) Disbursements and Other Actions by the Title Company. After all the conditions precedent set forth in Sections 1.4(a) and 1.4(b) have been satisfied or waived, and all deposits have been made by Seller and Buyer in accordance with Sections 1.5(a) and 1.5(b), the Parties will instruct the Title Company to perform all of the following in the manner indicated:

(1) Funds. Promptly upon the Close of Escrow, disburse to:

(A) Land Trust any reimbursement owed pursuant to Section 1.1(g); and

(B) Seller all funds deposited into escrow in payment of the Purchase Price, less the Advance Payments and any costs and expenses that are Seller's responsibility under Section 1.5(c).

(2) Recording. Cause to be recorded in the Official Records of Napa County, California, in the following order:

(A) Amended Treasury Access Easement;

(B) Grant Deed; and

(C) Winery Lake Access Easement.

(3) Conservation Easement Amendment. Return the original unrecorded counterparts of the Conservation Easement Amendment to Land Trust and Seller.

(4) Title Policy. Issue the Title Policy to Buyer.

(5) Delivery of Documents to the Buyer and Seller. Deliver to Buyer the originals of the Title Policy, and the FIRPTA Certificate; deliver to Buyer and Seller conformed copies of the Grant Deed, the Amended Treasury Access Easement, the Winery Lake Access Easement and Certificates of Acceptance and any other documents (or copies thereof) deposited into Escrow that are to be delivered to the Buyer and Seller, respectively; and deliver to Buyer and Seller fully executed originals of the Lease, License and Water Sharing Agreement.

(6) Other. Take other actions as may be required to consummate this transaction in accordance with the terms and conditions of this Agreement.

(e) Prorations. Rents, gas, electricity, and other utility charges, if any, for the Property; other operating costs for the Property; and real estate taxes and assessments shall be prorated on the basis of the most recent tax statement for the Property as of 12:01 a.m. on the Close of Escrow. At least three (3) business days prior to the Close of Escrow, Title Company shall deliver to Buyer and Seller a tentative proration schedule setting forth a preliminary determination of prorations. If any information needed for the proration of any item is not available, the Parties shall prorate such item after Close of Escrow, and payment shall be made promptly to the Party entitled thereto. After Close of Escrow, Seller shall remain solely responsible for and shall promptly pay before delinquency any real estate taxes and assessments for the Property relating to the periods prior to the Close of Escrow, except to the extent that Buyer received a credit therefor at closing or as a result of any re-prorations following Close of Escrow.

(f) Delivery of Possession. Seller shall deliver possession of the Property to the Buyer upon the Close of Escrow.

1.6 **Covenants**

(a) Covenants of Buyer. Buyer agrees to promptly notify Seller of the occurrence of any fact, circumstance, condition, or event that would cause any of the representations made by Buyer in this Agreement to no longer be true or accurate.

(b) Covenants of Seller. Seller hereby covenants and agrees with Buyer as follows:

(1) Operation of Property. Throughout the Term of Agreement, Seller will not undertake any activities that may result in a material change to the condition of the Property. Seller understands that Buyer's interest in the Property is directly related to and dependent on the condition of the Property's open space and habitat. Seller may undertake measures necessary to respond to emergencies or casualty events and will provide Buyer and Land Trust reasonable notice of such measures.

(2) Change in Representations. Seller will promptly notify Buyer of the occurrence of any fact, circumstance, condition, or event that could cause any of the representations or warranties made by Seller in this Agreement to no longer be materially true or accurate.

(3) Governmental Notices. Seller will deliver to Buyer each and every notice or communication Seller receives from any governmental body that materially affects the condition of the Property promptly after Seller's receipt of the same.

(4) Encumbrances. Seller will not impose, accept, or suffer any new deeds of trust, mortgages, mechanics liens, easements, leases, licenses, or other encumbrances or burdens upon the Property during the Term of Agreement, except with Buyer's written consent, which consent shall be in Buyer's sole and absolute discretion.

(5) No MLS or Other Listing. As of the Effective Date and throughout the Term of Agreement, Seller will not list the Property on any real estate listing database or service, including but not limited to the Multiple Listing Service.

1.7 **Representations and Warranties**.

(a) Seller's Representations and Warranties. Seller represents and warrants to Buyer all of the following, which shall survive the Close of Escrow and the recording of the Grant Deed:

(1) Inaccuracies. If prior to the Close of Escrow, Buyer determines that any representation or warranty of Seller is untrue or inaccurate in any material respect, Buyer shall give Seller written notice of same, and Seller shall have seven (7) calendar days from the date of receipt of such Buyer's notice ("**Seller's Cure Period**") to correct any fact or circumstance that makes such representation or warranty materially untrue or inaccurate, or to notify Buyer that Seller will not do so. If Seller fails to make such correction within the Seller's Cure Period or if Seller notifies Buyer that Seller will not do so, then Buyer's sole remedies, exercisable by written notice to Seller and Land Trust within ten (10) days after the expiration of Seller's Cure Period or receipt of such notice shall be (i) to terminate its obligation to purchase the Property under this Agreement, in which event the provisions of Section 2 shall apply, or (ii) waive the effect of, and all of Seller's liability in connection with, such representation or warranty and continue its purchase of the Property under this Agreement in full force and effect with no change in terms.

(2) Power. Seller has the legal power, right, and authority to enter into this Agreement and the instruments referenced in this Agreement and to consummate the transactions contemplated by this Agreement and has undertaken all requisite actions required in connection with the entering into this Agreement, the instruments referenced in this Agreement, and the consummation of the transactions contemplated by this Agreement.

(3) Authority of Seller. The individuals executing this Agreement and the instruments referenced in this Agreement on behalf of Seller have the full legal power, right and actual authority to bind Seller to the terms and conditions of this Agreement and the instruments referenced herein and sign all documents necessary to transfer title to the Property to Buyer.

(4) Proceedings. To best of Seller's knowledge, there are no actions, suits, proceedings, or governmental investigations pending or threatened against or affecting the Property, in law or equity or otherwise, or any condemnation, environmental, zoning, or other land use regulation proceedings relating to the Property, nor has Seller received notice of any special assessment proceeding affecting the Property.

(5) Compliance with Laws. To the best of Seller's knowledge, Seller has received no notice and Seller has no knowledge of any

violation of any applicable law, ordinance, rule, regulation, or requirement of any governmental agency, body, or subdivision affecting or relating to the Property.

(6) Condemnation. To the best of Seller's knowledge, there are no pending or threatened proceedings in eminent domain or otherwise that would affect the Property or any portion thereof.

(7) Leases. Except for the Lease and easements of record, to the best of Seller's knowledge, there are no leases or other agreements (whether oral or written) affecting or relating to the rights of any Party with respect to the possession or control of the Property or any portion thereof which will be in effect after the Close of Escrow.

(8) Environmental Condition. To the best of Seller's knowledge, the Property is not in violation of any federal, state, local, or administrative agency ordinance, law, rule, regulation, order, or requirement relating to environmental conditions or Hazardous Materials (defined below). Seller has no knowledge of any use, storage, disposal, release, or threatened release of Hazardous Materials or the presence of any storage tanks for fuels on, from, under, or over the Property, nor have there ever been, except as may otherwise be disclosed to Buyer within 20 days after the Effective Date. As used herein, "**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local or regional governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous `waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6. 8 (Carpenter -Presley -Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a " hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 ,(Underground Storage of Hazardous Substances); (v) .petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls;

viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. 1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. (42 U.S. C. § 6903); or (xi) defined as hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S. C. § 9601, et seq., as the foregoing statutes and regulations now exist or may hereafter be amended.

(9) No Material Changes. There have been no material changes to the condition of the Property since the Contingency Date.

(10) Validity**.** This Agreement and all documents required by this Agreement to be executed by Seller are and will be valid, legally-binding obligations of and enforceable against Seller in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principals affecting or limiting the rights of contracting parties generally.

(11) Solvency. There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings pending or threatened against Seller, nor are any such proceedings contemplated by Seller, nor is Seller voluntarily winding up its operations or seeking to dissolve or merge with another entity.

(b) Buyers' Representations and Warranties. Subject to Section 1.4(a)(2), Buyer has the full legal authority to enter into the transaction set forth herein and, subject to Sections 1.1(f) and 1.1(g), Buyer has or will at the time of Close of Escrow have sufficient funds necessary to purchase the Property.

(c) Indemnity. To the fullest extent permitted by law, Seller shall indemnify, defend, and hold the Buyer and its elected and appointed officials, employees, and agents (collectively, the "Buyer Parties"), harmless from and against any and all claims, actions, suits, proceedings, losses, remediation and compliance costs, damages, liabilities, deficiencies, fines, penalties, punitive damages, or expenses (including, without limitation, attorneys' fees) (collectively, a " Loss"), of any nature resulting from, arising out of, or based upon (i) Seller's release, use, generation, discharge, storage, or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the Seller's violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity under this subsection (c) includes any Loss arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity shall survive the Close of Escrow and the recording of the Grant Deed.

(d) Cooperation. In the event any Hazardous Materials found on, under or incorporated into the ground portion of the Property are determined to have been placed or discharged thereon by predecessors of Seller or by tenants of Seller or other third parties without the consent of Seller, Buyer and Seller agree to cooperate with each other in the pursuit of all reasonably available remedies to ensure that financial responsibility for the costs of any required cleanup by Seller or Buyer is borne by such third parties to the extent such third parties are legally responsible.

1.8 **Loss by Fire or other Casualty; Eminent Domain or Taking**. In the event that prior to Close of Escrow, the Property, or any substantial part thereof, has suffered major damage, or condemnation proceedings are commenced against the Property, Buyer shall have the right, exercisable by giving written notice to Seller and Land Trust of such decision within fifteen (15) business days after receiving notice of such damage, destruction, or condemnation proceedings, to terminate its obligation to purchase the Property under this Agreement, in which case the provisions of Section 2 shall apply. If Buyer elects to accept the Property in its then condition, all insurance proceeds or condemnation awards payable to Seller by reason of such damages, destruction, or condemnation shall be paid or assigned to Buyer.

1.9 **Legal and Equitable Enforcement of this Agreement**.

(a) Buyer’s Remedies. If the Close of Escrow shall fail to occur because of Seller’s default under this Agreement, Buyer may (i) by written notice to Seller and Land Trust, terminate its obligation to purchase the Property under this Agreement, in which event the provisions of Section 2 shall apply, or (ii) seek specific performance of this Agreement against Seller.

(b) Seller's Remedy. THE PARTIES HERETO HAVE DETERMINED AND AGREED THAT THE ACTUAL AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY SELLER AS A RESULT OF ANY BUYER DEFAULT IS DIFFICULT OR IMPRACTICABLE TO DETERMINE AS OF THE DATE OF THIS AGREEMENT. FOR THESE REASONS THE PARTIES AGREE THAT IF THE FEE TRANSACTION IS NOT CONSUMMATED BECAUSE OF BUYER'S DEFAULT, SELLERS SHALL NOT BE ENTITLED TO LIQUIDATED DAMAGES BUT SHALL REMAIN ENTITLED TO RETAIN THE FIRST ADVANCE PAYMENT, SUBJECT TO SELLER'S CONTINUED OBLIGATION UNDER SUCH CIRCUMSTANCES TO GRANT THE CONSERVATION EASEMENT AMENDMENT TO LAND TRUST PURSUANT TO SECTION 2. SELLER HEREBY WAIVES THE PROVISION OF CALIFORNIA CIVIL CODE SECTION 3389. SELLER AGREES THAT THE PAYMENT OF THE FIRST ADVANCE PAYMENT IN EXCHANGE FOR SELLER'S SALE OF THE CONSERVATION EASEMENT AMENDMENT SHALL BE IN LIEU OF ANY OTHER MONETARY RELIEF OR OTHER REMEDY, INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE, TO WHICH SELLER MIGHT OTHERWISE BE ENTITLED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY AND SHALL BE SELLER'S SOLE AND EXCLUSIVE RIGHT AND REMEDY. NOTHING CONTAINED HEREIN SHALL IN ANY MANNER LIMIT THE AMOUNT OF DAMAGES OBTAINABLE BY SELLER PURSUANT TO AN ACTION UNDER ANY HOLD HARMLESS OR INDEMNIFICATION PROVISION HEREOF OR ATTORNEYS FEES RECOVERABLE PURSUANT TO THIS AGREEMENT.

_____________ _____________
Seller's Initials Buyer's Initials

____
Land Trust's Initials

2. **Conservation Easement Amendment Purchase and Sale**.

2.1 **Application of Section**. This Section 2 shall apply only in the event that Buyer terminates its obligation to purchase the Property under Section 1 or the Fee Transaction fails to otherwise close for any reason, including termination or default by either Buyer or Seller. Subject to Section 1.1(f)(2)(A), immediately upon such termination, default, or other failure to close, the Parties shall provide written notice of same to Title Company. Upon the provision of such notice, Land Trust shall be deemed to have exercised its option to purchase and record the Conservation Easement Amendment in accordance with Section 2.6(c)(1).

2.2 **Findings**. Land Trust and Seller agree that the Conservation Easement Amendment, which will eliminate Seller's reserved right to develop and maintain a residential homesite on the Property, will not harm the Property's conservation values and is consistent with the purposes of the Conservation Easement.

2.3 **Purchase Price**. The Purchase Price for the Conservation Easement Amendment shall be Five Hundred Thousand and no/100 Dollars ($500,000.00). The First Advance Payment, which will have been released to Seller pursuant to Section 1.1(b)(3), shall be credited in its entirety towards Land Trust's purchase of the Conservation Easement Amendment.

2.4 **Covenants.** Seller and Land Trust hereby covenant and agree with the other as follows, and each such covenant shall be true and correct at all times up to and including the date on which the Conservation Easement Amendment is recorded:

(a) Covenants of Seller. Each of the covenants made by Seller in Section 1.6(b) shall apply equally to the Easement Transaction and are deemed to have been covenanted and agreed to with Land Trust in connection with Land Trust's purchase of the Conservation Easement Amendment and for purposes of this Section 2.4(a) each instance of the word "Buyer" in Section 1.6(b) shall mean Land Trust.

(b) Covenants of Land Trust. Land Trust agrees to promptly notify Seller of the occurrence of any fact, circumstance, condition, or event that would cause any of the representations made by Land Trust in this Agreement to no longer be true or accurate.

2.5 **Representations and Warranties**. Seller and Land Trust make the following representations and warranties, each of which shall be true and correct at all times up to and including the date on which the Conservation Easement Amendment is recorded:

(a) Seller's Representations and Warranties. Each of Seller's representations and warranties made in Section 1.7(a) shall apply equally to the Easement Transaction and are deemed to have been made by Seller to Land Trust in connection with Land Trust's purchase of the Conservation Easement Amendment.

(b) Land Trust's Representations and Warranties. Land Trust has the full legal authority to enter into the transactions set forth in this Purchase Agreement, including but not limited to its purchase of the Conservation Easement Amendment as set forth in this Section 2.

2.6 **<u>Close of Escrow for Conservation Easement Amendment.</u>**

(a) Condition of Title. It shall be a condition of closing the Easement Transaction ("**Easement Closing**") that Seller shall grant the Conservation Easement Amendment subject only to those exceptions disclosed by the preliminary title report issued by the Title Company, dated October 14, 2025, with respect to the Property, and copies of all recorded documents referred to in that preliminary title report.

(b) Costs and Expenses. Closing and related costs will be paid as follows:

(1) Land Trust will pay cost of the escrow fee, the Title Company's customary charges, and customary (in Napa County) recording and miscellaneous charges.

(2) Seller will pay all documentary filing fees and transfer taxes payable in connection with the recordation of the Conservation Easement Amendment.

(c) Disbursements and other Actions by the Title Company. Within ten (10) business days of the Parties' written notice to the Title Company pursuant to Section 2.1, the Parties will instruct the Title Company to perform all of the following in the manner indicated:

(1) Recording. Cause the Conservation Easement Amendment to be recorded in the Official Records of Napa County, California.

(2) Instruments and Funds Deposited in Connection with the Fee Transaction. To the extent they have been deposited, return to the depositing party any unused documents or funds deposited in connection with the Fee Transaction, including but not limited to:

(A) the Second Advance Payment;

(B) the unrecorded Winery Lake Access Easement;

(C) the unrecorded Amended Treasury Access Easement;

(D) the original counterparts of the Water Sharing Agreement, Lease, and Art License; and

(E) any amounts deposited by Buyer towards the Purchase Price in the Fee Transaction.

3. **General**.

3.1 Entire Agreement. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be amended unless such an amendment is reduced to writing and is signed by each such Party.

3.2 Survival. Except as and to the extent expressly provided otherwise in this Agreement, each provision of this Agreement, and all warranties, indemnities, and representations in this Agreement, will survive the closing of the Fee Transaction or the Easement Transaction, as the case may be, and will not be deemed to merge into the Grant Deed or the Conservation Easement Amendment, respectively.

3.3 Indemnification. To the fullest extent permitted by law, each Party hereby indemnifies and holds each other Party harmless from and against any and all claims, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, or expenses arising from any breach by the indemnifying Party of its express representations and warranties under this Agreement. The obligations contained in this Section 3.3. shall survive the close of escrow in the Fee Transaction or the Easement Transaction, as the case may be, or earlier termination of this Agreement.

3.4 Counterparts; Electronic Signatures. This Agreement may be signed in facsimile or electronic counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Buyer, Seller, and Land Trust are represented by counsel, and they have reviewed this Agreement with their counsel. The Parties agree that this Agreement may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S. C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633. 1 et seq. and California Government Code Section 16.5.

3.5 Rules of Construction. The legal rule of construction strictly construing a contract against the party preparing it, shall not apply to this Agreement.

3.6 Binding on Successors. This Agreement shall be binding upon the Parties' respective heirs, successors and/or assigns.

3.7 Mediation. The Parties agree that any dispute concerning this Agreement shall first be mediated by an independent mediator jointly selected by the Parties through either the Judicial Arbitration and Mediation Service ("JAMS") or the American Arbitration Association ("AAA"). Any Party may initiate mediation by written notice to the other Parties. The Parties shall equally share the costs of the mediator. If mediation does not settle the dispute within 3 months of such notice, then any Party may seek recourse to the courts to resolve the dispute. Each Party shall bear its own attorneys' fees and costs. Notwithstanding the foregoing, if any Party determines that circumstances require immediate action to prevent or mitigate significant damages or injury resulting from another Party's breach or imminent breach of this Agreement, such Party may immediately pursue all available remedies, including injunctive relief, available pursuant to this Agreement and applicable law, after giving the Party in breach or imminent breach twenty-four (24) hours' notice, which notice may be transmitted by email.

____________ ____________
Seller's Initials Buyer's Initials

____
Land Trust's Initials

3.8 Attorneys' Fees, Costs, and Expenses. If any Party commences an action against any other to interpret or enforce any of the terms of this Agreement or because of the breach by the other Party(ies) of any of the terms hereof, the losing Party shall pay to the prevailing Party(ies) reasonable attorneys' fees, costs and expenses, court costs, and other costs of action incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment.

3.9 No Broker's Commissions. The Parties represent to each other that they have not used a real estate broker in connection with this Agreement or the transactions contemplated by this Agreement. If any person asserts a claim for a broker's commission or finder's fee against one of the Parties, the Party on account of whose actions the claim is asserted will indemnify and hold the other Parties harmless from and against the claim. The indemnification claim will survive the close of escrow in the Fee Transaction or the Easement Transaction, as the case may be, or earlier termination of this Agreement.

3.10 Time of the Essence. Time is of the essence of this Agreement. If any date is specified in this Agreement falls on a Saturday, Sunday or a public holiday, that date will be considered to be the succeeding day on which public agencies and major banks are open for business.

3.11 Waiver. No waiver of any term of this Agreement will be considered a waiver of any other term, whether or not similar, nor will any waiver be considered a continuing waiver. No waiver will be binding unless in writing and signed by the Party making the waiver.

3.12 Severability. Each term of this Agreement is severable from any and all other terms of this Agreement. Should any term of this Agreement be for any reason unenforceable, the balance will still be of full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

3.13 Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in Napa County Superior Court.

3.14 Term of Agreement; Continuation and Survival of Representations and Warranties. This Agreement shall remain in effect from the Effective Date through the earlier of the Easement Closing or the Close of Escrow ("**Term of Agreement**"). All representations and warranties made by the respective Parties or made in writing pursuant to this Agreement are intended and shall remain true and correct throughout the Term of Agreement, shall be deemed to be material and shall survive the execution and delivery of this Agreement and recordation of the Grant Deed, or recordation of the Conservation Easement Amendment, as the case may be.

3.15 Recitals; Exhibits. The Recitals in this Agreement are integral and operative provisions of this Agreement and are incorporated in and made a part of this Agreement; provided, however, that in the event of a discrepancy between the Recitals and any language in the body of the Agreement, the language in the body of the Agreement shall prevail. The following Exhibits are attached hereto and incorporated by reference into this Agreement:

Exhibit A – Legal Description of Property
Exhibit B – Map of Property, Winery Lake Property, and Treasury Wine Property
Exhibit C – Form of Conservation Easement Amendment
Exhibit D – Form of Memorandum of Agreement
Exhibit E - Form of Grant Deed
Exhibit F – Form of Owner's Affidavit

3.16 Notices. All notices required by this Agreement shall be in writing and shall be either mailed, or emailed to the parties at the addresses below. Delivery is deemed effective upon the first to occur of (a) actual receipt by a Party' s authorized representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below.

Seller:

The Rene and Veronica di Rosa Foundation
5200 Sonoma Highway

Napa, CA 94559
Email: [insert]
Phone: [insert]

Buyer:
Napa County Regional Park and Open Space District
1443 Main Street, Suite 135
Napa, CA 94559
Email: [insert]
Phone: 707.253.4847

Land Trust:
Napa County Land Trust
1700 Soscol Ave. Suite 20
Napa, CA 94559
Email: lena@napalandtrust.org
Phone: 707.252.3270

3.17 No Brokers. Each Party represents and warrants that it has not dealt with any real estate broker, finder, or like agent in connection with this transaction. Each Party hereby indemnifies and holds the other Parties harmless from and against any and all claims for any commission, fee, costs, or other compensation by any person or entity who shall claim to have dealt with the indemnifying Party in connection with this transaction and for any and all costs incurred by the indemnified Party in connection with any such claims including reasonable attorneys' fees and disbursements. The provisions of this Section 3.17 shall survive close of escrow for either the Fee Transaction or the Easement Transaction or any earlier termination of this Agreement.

WITNESS the following signatures:

SELLER:
The Rene and Veronica di Rosa Foundation,
A California nonprofit public benefit corporation

By: ______________________________
[name]
[title]

Date: ___________

Draft 08.17.2026

BUYER:
Napa County Regional Park and Open Space District

By: ____________________________
Patricia Clarey
Board President

Date: ____________

ATTEST:

____
Ryan Ayers, Board Secretary

LAND TRUST:
Napa County Land Trust,
A California nonprofit public benefit corporation, dba
The Land Trust of Napa County

____
By: Melanie Parker
Chief Executive Officer

Date: _____________

Draft 08.17.2026

Exhibit A
Legal Description

The land described herein is situated in the State of California, County of Napa, unincorporated area, described as follows:

PARCEL ONE:
Beginning on the West line of the land described in the Deed to Paul Von Strantz recorded in Book 73 at page 53 of Official Records of Napa County, where the same is intersected by the Northerly line of the State Highway from Napa to Sonoma; thence North 1° West along said West line 608 feet, more or less, to the Southeastern corner Parcel Four described in the Deed to Winery Lake, Inc., of record in Book 889 at page 544 of Official Records of Napa County; thence North 74° 26' West along the Southern line of said Parcel Four 408.86 feet, more or less, to the point of intersection with a deer fence or the line of said deer fence extended Southerly, said point of intersection being the true point of commencement of this description; thence North 74° 26' West 24.21 feet to a corner of the 0.34 acre tract of land described in Book 65 of Deeds at page 106, Napa County Records; thence along the Southerly lines of said 0.34 acre tract North 75°15' West 284.46 feet and North 70° 45' West 129.36 feet to the most Westerly corner thereof; thence along the Northerly and Easterly lines of the land described in Book 49 at page 36 of Official Records of Napa County, North 2° West 379.50 feet, North 89° 30' West 297.00 feet, North 31° 30' West 240.90 feet and North 89° 30' West 346.50 feet to the most Easterly corner of the land described in Book 124 of Deeds at page 400, Napa County Records; thence North 33° 15' West 683.58 feet to the most Southerly corner of the 14.38 acre tract of land described in Book 298 at page 12 of Official Records of Napa County; thence along the Easterly line of said 14.38 acre tract North 12° 47' East 1249.40 feet to the most Easterly corner thereof also being the most Northerly corner of the tract of land described in Book 52 of Deeds at page 71, Napa County Records; thence along the lines of the lands now or formerly of Hattie E. Gray and F. Hewlett, North 28° 30' West 277.86 feet, North 24° West 1996.50 feet and North 44 1/2° East 1039.50 feet, more or less, to the West line of the lands now or formerly of Clara Morehouse; thence along the Westerly lines of the lands of said Morehouse and the lands now or formerly of Philip Bill, South 61° East 759 feet and South 39° East 924 feet; thence continuing along the lands of said Bill and the Southerly extension thereof, South 21° East 1923 feet, more or less, to the line of an existing deer fence; thence along a deer fence South 70° 42' West 194.87 feet, South 8° 17' 22" East 535.53 feet, South 28° 37' 10" West 243.78 feet, North 62° 19' 05" West 271.47 feet, South 63° 54' 03" West 175.92 feet, South 17°48' 36' East 289.84 feet, South 5° 26' 44" West 623.05 feet, South 45° 01' 12" East 49.43 feet, South 41° 00' 03" West 10.73 feet, South 33° 42' 25" East 225.66 feet, South 23° 47' 56" East 363.14 feet and South 11° 58' 18" West 271 feet. more or less. to the true point of commencement.

APN: 047-080-048-000

PARCEL TWO:

A non-exclusive Easement, of varying width, for ingress and egress reserved as Easement of .25 acres in the Deed to Sterling Vineyards, recorded March 12, 1986 in Book 1433 at page 144 of Official Records of Napa County.

PARCEL THREE:
A Non-Exclusive Easement for a private right of way for ingress and egress as Granted in that Easement Agreement recorded September 29, 2010 as Instrument 2010-0022570 of Official Records of Napa County.

Draft 08.17.2026

Exhibit B
Property Map

Draft 08.17.2026

Exhibit C
Form of Amended Deed of Conservation Easement

Draft 08.17.2026

Exhibit D
Form of Memorandum of Agreement

Draft 08.17.2026

Exhibit E
Form of Grant Deed

Draft 08.17.2026

Exhibit F
Form of Owner's Affidavit

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