

204, 232 & 256 Rosebud Lane, St. Helena, CA 94574

Investment Opportunity - Multi-Family Residential Property

*Napa Tracy Style*

NAPA VALLEY REAL ESTATE SPECIALIST





## EXCLUSIVELY LISTED BY

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*Napa Tracy Style*  
NAPA VALLEY REAL ESTATE SPECIALIST

**A unique collection of two townhouse-style four plex buildings and one duplex building, summing up ten exquisite apartment units in the heart of Napa Valley.**

- **Address:** 204, 232 & 256 Rosebud Lane, St. Helena, CA 94574
  - **Listing Price:** \$5,750,000
  - **Price per SqFt:** \$458.39
  - **Property Type:** Multi-Family Residential
  - **Year Built:** 2013
  - **Square Footage:** 12,544 SqFt
  - **Lot Size:** 27,693 SqFt
- 
- **Unit Details:** Ten spacious residences comprising two buildings with eight townhouse-style units, and one duplex building, also with townhouse style units.
  - **Layouts:** Functional floor plans featuring fireplaces in living rooms, large kitchen islands, laundry rooms, and half baths on the main level.
  - **Bedroom Features:** Two bedrooms upstairs, including a primary bedroom with a walk-in closet and an ensuite bathroom equipped with double sinks and a walk-in shower plus another bedroom and bath.



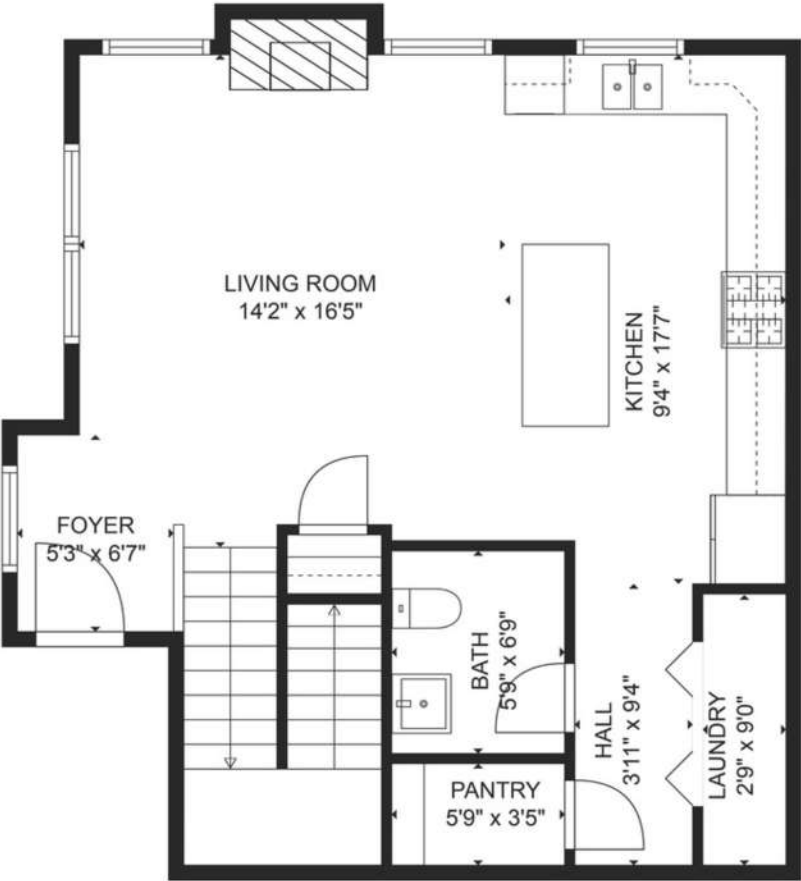
## TOWNHOUSE-STYLE UNITS



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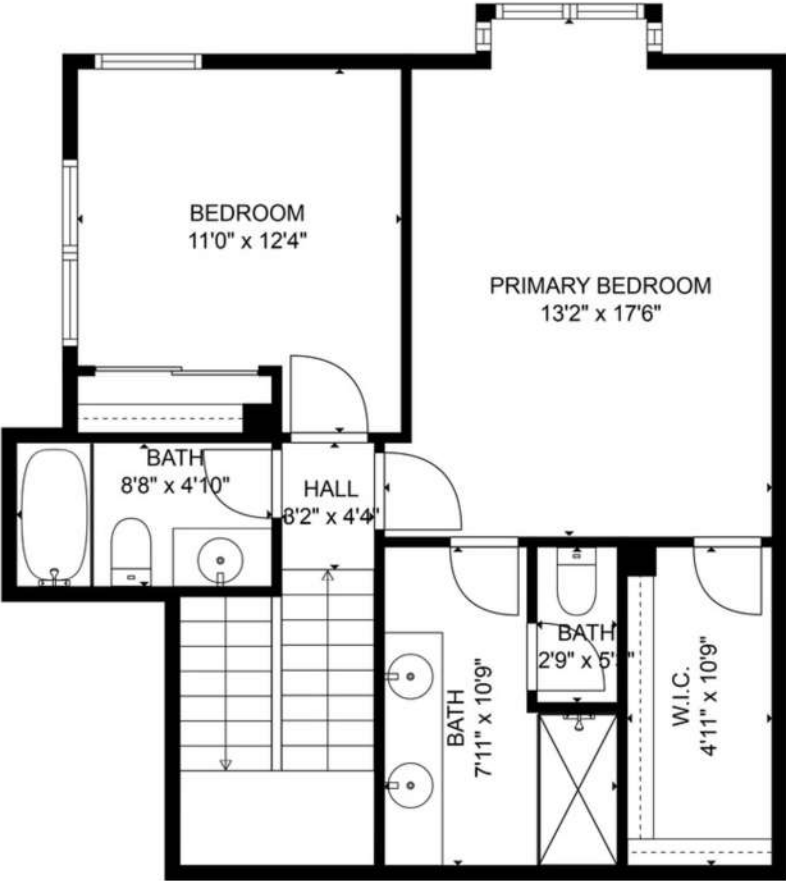


FLOORPLANS FOR UNITS 204 & 232



**TOTAL: 1248 sq. ft**  
BELOW GROUND: 625 sq. ft, FLOOR 2: 623 sq. ft  
EXCLUDED AREAS: FIREPLACE: 7 sq. ft

FLOOR PLAN CREATED BY CUBICASA APP. MEASUREMENTS DEEMED HIGHLY RELIABLE BUT NOT GUARANTEED.



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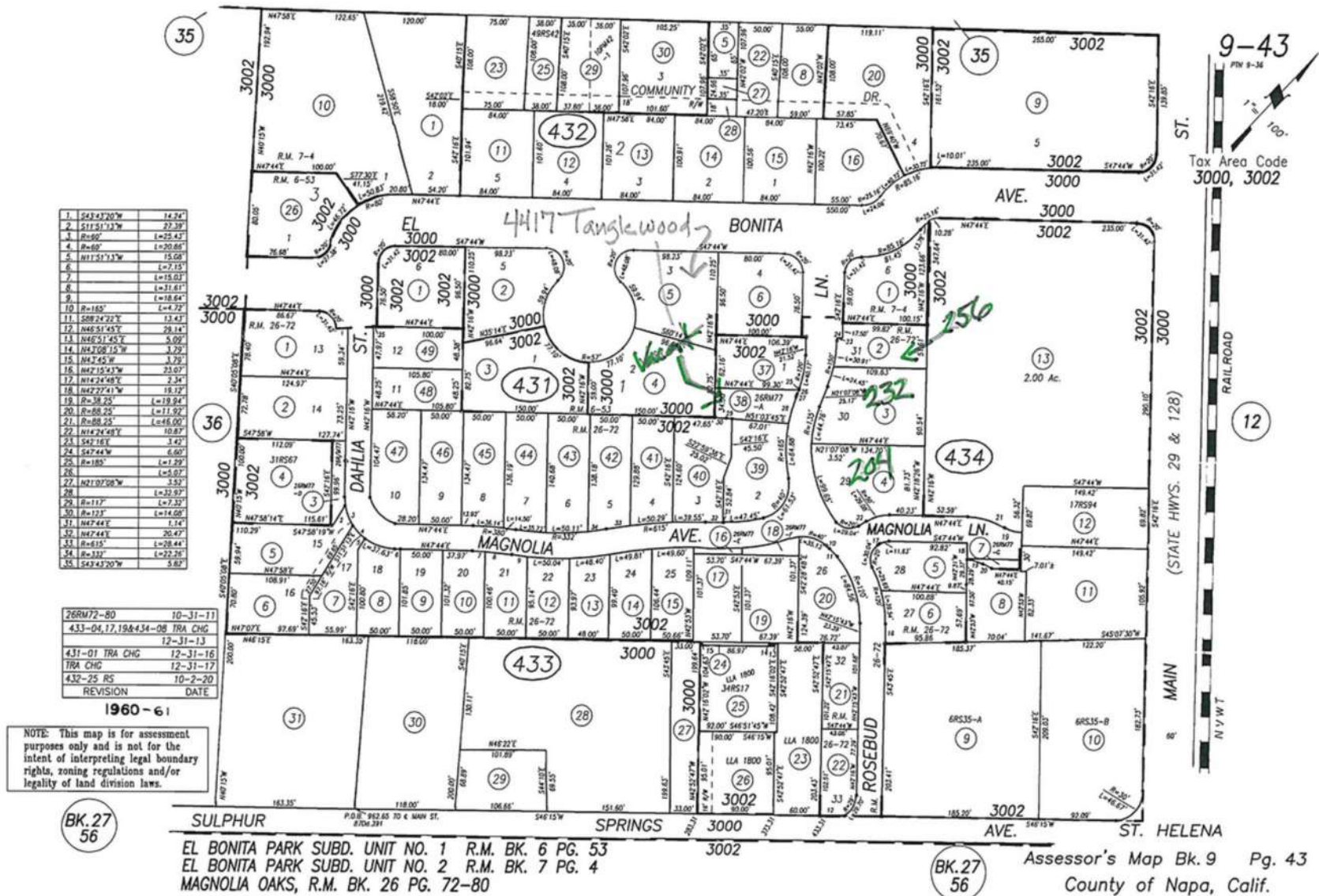
## LOCATION OVERVIEW AND LOCAL AMENITIES

- **Prime Location:** Situated moments from celebrated local wineries, upscale dining, and boutique shopping.
- **Community:** Part of a vibrant area known for its scenic vineyards and exclusive residential offerings.
- **Accessibility:** Excellent connectivity to major roads and community hotspots.





# LOCATION AND LIFESTYLE





## ANNUAL OPERATING EXPENSES

204-256 Rosebud consists of 10 units.

Four units have rents limited to 80% of Median Income. Maximum rent allowable is \$2641/month. Because the tenant pays electrical, maximum rent is reduced by \$97/mo to a total of \$2544/month. Total allowable rent for these four units is \$10,176/month.

Actual rents for these four units are three at \$1856/mo and one at \$2279/mo. Rent has not been increased on any of these units since December 2022. Total actual rent for these four units is \$7847/month.

There are six units with maximum rent limited to 120% of Median Income. Maximum rent allowable for these units is \$3499/month, with the maximum reduced by \$97 for tenant paid electricity, resulting in maximum rent of \$3402/month per unit. If all six units were rented at the maximum allowable, total would be \$20,412. Note that the maximum rent is also restricted by actual market conditions.

Three of these six units currently rent for \$2588/month. One rents for \$2817. Two units are vacant. Rent has not been increased for any of these units since December 2022.

Gross potential rent is \$30,588/month = \$367,056/year.

We will send you a clean current rent roll, showing actual rent at each unit.

ANNUAL OPERATING EXPENSES

Annual Inspection fees (fire)	1360
Grounds Maintenance	3000
Water and Sewer	10,440
Trash	4800
Cable/internet (fire dept)	2208
Pest Control	768
Property Insurance	5106
Backflow Inspection	245
Property taxes	
Property Management	
Repair and Maintenance	
Total	27,927

Property Management is a percentage of rent collected.  
Property taxes are based on purchase price, local rates, and prop 13.  
Repair and maintenance varies widely, depending on timing of capital improvements, turnover costs, etc.



## Rent Roll

204, 232 & 256 Rosebud Lane, St. Helena, CA

*As of April 04, 2025*

Tenant	Unit	Current Rent	Rent Starting May 1, 2025	Move-In Date	Lease End Date
Perez, Siria	204A	2500	2600	3/13/25	3/12/26
Laly, Sylvie	204B	2588	2688	5/1/15	4/30/16
Zecua, Uriel	204C	2700	2800	9/16/24	9/15/25
Bohan, Megan	204D	2588	2688	12/12/13	11/30/14
Moya, Jose	232A	2588	2688	2/15/14	1/31/15
Madrigal, Erica	232B	2817	2917	10/28/17	10/31/19
Morf, Barbara	232C	1856	1956	3/9/16	3/8/17
Roach, Lindsey	232D	1856	1956	4/22/16	
Slaughter, Kyle	256A	2279	2379	8/1/21	7/30/22
<VACANT>	256B	0	0		
TOTAL		21772	22672		

## REGULATORY AGREEMENT

Upon Recordation, Return to:  
Complimentary Recording Requested  
Pursuant to Government Code  
Section 27383

City of St. Helena  
1480 Main Street  
St. Helena, CA 94574



(For Recorder's Use Only)

### REGULATORY AGREEMENT: INCLUSIONARY HOUSING COVENANTS, CONDITIONS AND RESTRICTIONS TO INSURE AFFORDABLE HOUSING

This Regulatory Agreement is entered into this Oct 31, 2017 by and between the  
CITY OF ST. HELENA ("City"), and JP ROSSI PROPERTIES LLC, A CALIFORNIA  
LIMITED LIABILITY COMPANY ("Developer"):

#### RECITALS

- A. As of the effective date of this Regulatory Agreement, Developer is the owner of, and/or controls, those certain tracts of land situated in the City of St. Helena (City), County of Napa, California, located 1341 Magnolia Avenue, Napa County APN 009-431-032 and 1286 Sulphur Springs Ave, Napa County APN 009-431-023 (the "Property").
- B. On November 27, 2007 the City Council approved a Zoning Ordinance Map Amendment, a Tentative Subdivision Map, Use Permit and Design Review to divide a 5.86 acre parcel located at 1341 Magnolia Avenue into 33 lots. The approval included the construction of a total of 45 housing units on 31 lots; a 3,463 sq. ft. park on 1 lot and a private domestic water well on 1 lot.
- C. The City Council approved Resolution 2007-128 Adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for a Tentative Subdivision Map, Rezoning, Demolition Permit, Use Permit and Design Review for 1341 Magnolia Ave. Mitigation measures were adopted and are on file in the City of St. Helena Planning Department.
- D. The City Council approved Ordinance 2007-3, Zoning Ordinance Map Amendment to Change the Zoning Designation from HR: High Density Residential to HR:PD High

Density Residential with Planned Development Overlay for the Property Located at 1341 Magnolia Ave.

- E. The City Council approved Resolution 2007-129 Approving a Tentative Subdivision Map, Use Permit, Design Review and Demolition Permit for Magnolia Oaks, 1341 Magnolia Ave. Conditions of approval were adopted in the resolution.
- F. The residential development project approved by the adoption of City Council Resolutions 2007-128 and 2007-129, and City Council Ordinance 2007-3, and all conditions imposed on the residential development project by those approvals are collectively referred to in this Regulatory Agreement as "the Project."
- G. Chapter 17.146 of the St. Helena Municipal Code establishes a program to mitigate the impacts caused by development projects in City on the additional demand for more affordable housing and rising prices of residential land. Section 17.146.050 of the St. Helena Municipal Code requires that at least twenty percent (20%) of all new dwelling units in a residential development project be affordable to low and/or moderate income households, which twenty percent (20%) are to be constructed and completed not later than the market rate units of the same project.
- H. Pursuant to Municipal Code Sec. 17.152.040 (A) Residential Growth Management System, Exempted and regulated development categories, affordable housing units are exempt from the Residential Growth Management System.
- I. Pursuant to Municipal Code Sec. 17.152.040 (B) Residential Growth Management System, Exempted and regulated development categories, Annual Allocations and Carryover; states that "No more than nine (9) building permits for market rate housing may be issued each year. Permits remaining unused at the end of the year will carry over into the subsequent year, but shall only be available for allocation for the construction of market rate units in development projects that include a minimum of 40% affordable units." As of August 3, 2010, 53 building permits were available in the carry over category.
- J. To establish eligibility to use the building permits available in the special carryover category for the market rate units that are within the subdivision (pursuant to Municipal Code Sec. 17.152.040) Developer agrees that 40% of the housing units will be made available at a sale or rental rate affordable to either moderate, low, or very-low income families. The 45 housing units include 10 apartments, 29 detached single-family residences, and 6 second units. The 18 affordable units shall consist of 16 rental units (10 apartments and 6 second units) and 2 single family detached homes that are ownership units.
- K. Consistent with Municipal Code section 17.146.050 "Residential development project ...", sub-section (J) "Continued Affordability", (1) the rental units shall be affordable in perpetuity and (2) the ownership units shall be affordable for a minimum of thirty (30) years. Further, the City of St. Helena Municipal Code states:



## REGULATORY AGREEMENT

1. If the affordable units are owner-occupied, prior to the issuance of certificates of occupancy or approval of the final inspection for affordable units, regulatory agreements and resale restrictions, deeds of trust and/or other documents, all of which must be acceptable to the housing director and city attorney and consistent with the requirements of this chapter, shall be recorded against parcels having such affordable units and shall be effective for a minimum of thirty (30) years.
2. Resale restrictions shall be recorded upon each resale of an affordable unit, and the effective period shall be an additional thirty (30) years from the date of resale
- L. Of the 16 affordable rental units, six (6) units shall be designated in perpetuity for very low income households, four (4) units shall be designated in perpetuity for low income households and six (6) units shall be designated in perpetuity for moderate income households. The 2 ownership units shall be designated for moderate income households.
- M. No household shall be permitted to occupy an affordable unit unless the Housing Director, or his/her designee, has approved the household's eligibility or has failed to make a determination of eligibility within the time or other limits provided by this Regulatory Agreement.
- N. Eligible households shall be selected utilizing the procedures set forth in City of St. Helena Resolution 2010-76 titled Rescinding Resolution 2005-98 and Approving a Revised Local Preference Policy for Affordable Housing.
- O. Prior to the issuance of certificate of occupancy or approval of the final inspection for affordable rental units, regulatory agreements and/or other documents, as required by the City of St. Helena, shall be recorded against parcels having such affordable units.
- P. Developer wishes to enter into this Regulatory Agreement to satisfy the inclusionary requirement imposed upon the Project by Section 17.146.050 of the St. Helena Municipal Code and to utilize the carry over building permits described in Municipal Code Sec. 17.152.040 (B) Residential Growth Management System, Exempted and regulated development categories, Annual Allocations. Of the 45 housing units in the Project, Developer will utilize 27 building permits from the carry over category for the market rate housing units. The 18 affordable units are exempt from the Growth Management System.
- Q. City wishes to enter into this Regulatory Agreement in order to supplement the supply of affordable housing for local residents and workers.
- R. Pursuant to Section 17.146.050(J)(1), in order to fulfill conditions on which City granted final approval for the Project in order to, and in order to obtain subsequent entitlements for development (including building permits), City requires Developer to execute this Regulatory Agreement as a condition of project approval.

NOW, THEREFORE, in consideration of the following mutual promises, the Parties to this Regulatory Agreement agree as follows:

1. Recitals. The foregoing recitals are a part of this Regulatory Agreement.
2. Property. The Property subject to this Regulatory Agreement is located at 1341 Magnolia Avenue and 1286 Sulphur Springs Ave, St. Helena, California (Property).
3. Definitions. For the purpose of this Regulatory Agreement, the following words and phrases shall be defined as follows:
  - a. "Affordable Unit" shall mean and be limited to those dwelling units which are required to be rented at affordable rents or sold at affordable sales prices as described in Section 15.94.050 of the Napa Municipal Code.
  - b. "Low-income households" are those households with incomes of up to 80% of median annual income.
  - c. "Median Income" means the median income adjusted by actual household size for households in the County of Napa, California, as published from time to time by the Federal Department of Housing and Urban Development (HUD). If such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, then the City shall provide the Developer with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by the State.
  - d. "Median-income households" means those households with incomes of up to 100% of the median income.
  - e. "Moderate income households" are those households with incomes of up to 120% of median annual income.
  - f. "Very-low income households" are those households with incomes of up to 50% of median annual income.
  - g. "Rent" means all charges including a Utility Allowance for tenant paid utilities established by the Housing Authority, other than deposits, paid by the tenant for the use and occupancy of an Affordable Unit and any mandatory charge for direct or supportive tenant services in a rental housing development as determined by the Housing Authority.
  - h. "Affordable" when used in conjunction with "Rent" shall mean "Rent" established that does not exceed, (i) for Very-low income households, thirty percent (30%) of fifty percent (50%) of the median income level for Napa County; and (ii) for Low-income households, thirty percent (30%) of eighty percent (80%) of the median income level for Napa County. When used in conjunction with "Sales Price" shall mean a "Sales Price" established that does not exceed the amount determined by the Housing Director to be affordable to a Median-income household and for a Moderate-income household. This determination is based upon the Federal Department of Housing and Urban Development (HUD) area median income guidelines and the affordability calculations prepared annually by the Housing Director.

## REGULATORY AGREEMENT

- i. "For Sale Affordable Unit" shall have the meaning set forth in Paragraph 7 herein.
  - j. "Qualified Purchaser" shall mean a household eligible to purchase a For Sale Affordable Unit pursuant to the terms set forth in Paragraph 7 herein.
  - k. "Maximum Sales Price" shall mean the total maximum price a purchaser is permitted to pay, and Developer is permitted to collect for the purchase and sale of each For Sale Affordable Unit, as set forth in detail in Paragraph 7 herein.
  - l. "Housing Director" shall mean the Planning Director of the City of St. Helena or the designee of such individual (Municipal Code section Sec. 17.146.020 Definitions).
  - m. Notwithstanding the definition of "Developer" in the preamble of this Regulatory Agreement, such entity shall be redefined to mean and only pertain to those entities and/or individuals that are in the fact the owners of the respective properties/Lots/Affordable Units referenced hereunder.
4. Term of Regulatory Agreement. The term of this Regulatory Agreement (the "Term") shall commence upon recordation by the Napa County Recorder of this Regulatory Agreement (the "Commencement Date"). The Term of this Regulatory Agreement shall be (a) the date on which a new regulatory agreement against the Property, occasioned by the purchase and sale of the Property, is recorded in the Official Records of the County of Napa, California; or (b) the thirtieth (30) anniversary of the Commencement Date; and (c) the term on the rental apartment units shall be into perpetuity.
5. Lots Subject to Regulatory Agreement. The Project's Lots 2, 3, 9, 10 (as to those lots respective detached second units), 32 and 33 and 29, 30, and 31, as shown on the Map and that Phasing Exhibit attached hereto as Exhibit B and incorporated herein by this reference are subject to this Regulatory Agreement.
6. Affordable Rental Apartments. Of the forty-five (45) units to be developed on the Property as part of the Project, ten (10) affordable apartment rental units are to be constructed on Lots 29, 30, and 31. All units are two bedroom in size. Of the 45 units to be developed on the Property, Developer shall at all times cause the 10 apartment units to be Affordable. Of the ten (10) apartments, Developer agrees to, at all times, provide that four (4) units are rented to Low Income Households and six (6) units are rented to Moderate Income Households. The Housing Director shall verify that the tenants meet the required income qualifications
7. For Sale Affordable Units with Affordable Rental Second Units. Of the forty-five (45) units to be developed on the Property as part of the Project, two (2) primary detached residential units, each having one detached second one bedroom unit, shall be constructed on Lots 32 and 33; those units are to be sold to Qualified Purchasers at a price that is affordable to Moderate-income households as determined by the Housing Director, consistent with the terms of this Regulatory Agreement and the provisions of Section 17.146.050 of the St. Helena Municipal Code (the "For Sale Affordable Unit(s)"). Either

the primary unit or the second unit may be rented provided that the other unit is occupied by the owner. The Developer agrees, at all times, to provide that the detached second one bedroom rental units are to be rented to Very Low Income Households. If the owner wishes to rent the primary detached residential unit to a Moderate Income Household, then such owner itself (himself/herself) must be qualified first as a Very Low Income Household and otherwise then agree to occupy the second one bedroom unit; otherwise, so long as the owner agrees to occupy the second one bedroom unit, the owner may only rent the primary detached residential unit to a Very Low Income Household. Notwithstanding anything to the contrary in this Regulatory Agreement, either unit may be occupied by income qualifying members of the owner's immediate family. The Housing Director shall verify that the tenants, immediate family member occupants and/or owner, as the case may be, meet the required income qualifications. It is agreed that these properties will not be part of the Home Owners Association and will not pay homeowner dues.

8. For Sale Market Rate Units with Affordable Rental Second Units. Of the forty-five (45) units to be developed on the Property as part of the Project, four (4) primary detached residential units, each having one detached second one bedroom unit, shall be constructed on Lots 2, 3, 9 and 10, to be sold at market rate prices. Of the four (4) one bedroom second units, the owner of those respective Lots shall, at all times, provide that when such four (4) units are to be rented that be rent only to Very Low Income Households. Notwithstanding anything to the contrary in this Regulatory Agreement, the second detached one bedroom unit may be occupied by an income qualifying member of the immediate family. The Housing Director shall verify that the tenants and/or immediate family member occupants meet the required income qualifications. These properties will be part of the Home Owners Association and will pay homeowner dues.
9. Local Preference Priority. Pursuant to City Resolution No. 2010-76, Developer shall give preference to local Qualified Purchasers.
10. Rents. Rents for (10) Affordable Rental Apartments shall be as follows: four (4) units shall have monthly rents that do not exceed one-twelfth of 30% of 80% of the median income for Napa County adjusted by household size and six (6) units shall have monthly rents that do not exceed one-twelfth of 30% of 120% of the area median income for Napa County adjusted by household size determined by the Housing Authority of the City of Napa. Monthly rents for the six (6) Affordable Rental Second Units shall not exceed one-twelfth of 30% of 50% of the area median income for Napa County as adjusted by household size as determined by the Housing Authority of the City of Napa according to the schedule of Affordable Rents that is published annually and that sets forth rents for the Affordable Units. The owner of those Affordable Units shall cause them when rented to only be rented only in accordance with said Schedule of Affordable Rents.
11. Certification of Tenant Income and Household Size.
- a. Developer shall not permit a household to occupy an Affordable Rental Apartment unless the household meets the income criteria set forth in this agreement. Further the owners of the Affordable Rental Second Unit shall not permit a household to occupy Affordable Unit unless the household meets the



## REGULATORY AGREEMENT

income criteria set forth in this agreement. Households that are determined to be initially eligible must continue to be eligible throughout the term of the tenancy.

- b. Developer and/or owners shall select households to occupy Affordable Units in accord with the City's Revised Local Preference Policy for Affordable Housing, and which may be from a list of eligible households maintained by the Housing Director. Developer will consider eligible households without regard to the household's source of income or rent payment assistance. Developer is free to select tenants based upon Developer's normal tenant selection criteria and eligibility list, including satisfactory credit and rent history, in accordance with State and Federal Discrimination laws and the above referenced Revised Local Preference Policy for Affordable Housing. Should a referred eligible household not meet the Developer's standard tenant selection criteria, Developer would not be obligated to offer the unit to the referred eligible household.
  - c. If there are no eligible households on said list or Developer otherwise rejects any such eligible household, then the Developer shall submit, on a form provided by the Housing Director, information regarding a household's eligibility to the Housing Director prior to permitting the household to occupy an Affordable Unit. The Housing Director shall review the submitted information, and, within ten (10) working days of receipt of the submittal, shall provide notice of his/her determination on eligibility. In the event the Housing Director fails to make a determination of eligibility within ten (10) working days of receipt of the submittal, the Developer shall be allowed to permit the household to occupy the Affordable Unit.
  - d. The income and household size of all households occupying Affordable Units shall be certified by the Developer, based on information supplied to it/him/her by such household/tenant, prior to occupancy and re-certified annually thereafter.
12. **Sales Price** The Maximum Sales Price for the two (2) For Sale Affordable Unit with Affordable Rental Second Units shall be determined annually by the Housing Director or such other agency designated by City ("**Housing Agency**") as an amount affordable to Moderate-Income Households. The Housing Agency shall base the determination of affordability on the HUD area median income guidelines, and the affordability calculations prepared annually by Housing Agency. The setting of the Maximum Sales Price shall specifically recognize the value of combining both the value of the main residential unit with the one bedroom second unit – i.e. the value of each unit as a standalone unit shall be added together to determine the Maximum Sale Price.
13. **Qualified Purchaser.**
- a. Developer shall sell each For Sale Affordable Unit only to a purchaser that Housing Agency determines to be an eligible Moderate-Income Household ("**Qualified Purchaser**"), however, the expected income to be derived from the rental of the detach second unit shall not be included in that household's income for qualification purposes.

- b. Developer shall select the actual purchaser from a list of Qualified Purchasers compiled by Housing Agency in accord with the City's Revised Local Preference Policy for Affordable Housing or (as provided for in subparagraph (c) below) Housing Agency shall produce the list of eligible households to Developer within sixty (60) days of receipt of a written request from Developer.
  - c. In the event the Housing Agency does not provide Developer with the list of Qualified Purchasers in Section 13(b) above, or if there are no Qualified Purchasers on said list or Developer has identified a Qualified Purchaser, then Developer may submit to Housing Agency, on a form provided by Housing Agency, information regarding a potential purchaser's eligibility to purchase one of the For Sale Affordable Unit(s). The Director of Housing Agency shall review the submitted information, and, within ten (10) working days of receipt of the submittal, shall provide notice of his/her determination whether the potential purchaser is a Qualified Purchaser. Developer shall not permit any potential purchaser to purchase a For Sale Affordable Unit until receipt by Developer of notification from the Director of Housing Agency that the potential purchaser is a Qualified Purchaser so long as such notice of determination is provided on or before the expiration of the said ten (10) day notice period.
14. **Continued Affordability of the For Sale Affordable Unit.** Each Qualified Purchaser shall be required to enter into a regulatory agreement with the City to maintain the For Sale Affordable Unit (as detailed herein below) and rent the second unit to qualified Very Low Income Household.
15. **Maintenance of Affordable For Sale Affordable Units.** Each Qualified Purchaser shall be required in the regulatory agreement to maintain on an ongoing basis and perpetually preserve both the main and second units comprising the For Sale Affordable Units, including their structural integrity, usability, landscaping, water tightness and exterior appearance in a first class and superior habitable condition. Each Qualified Purchaser shall also be required to pay the "Annual Monitoring Fee" as provided for in paragraph 16. Each Qualified Purchaser shall be required in the regulatory agreement with the City to otherwise satisfy any applicable Conditions of Approval with respect to the use and occupancy of the For Sale Affordable Unit, including the requirement that the second unit be a very low income qualified household rent restricted unit in perpetuity.
16. **Annual Monitoring Fees.** Commencing July 1 after certificate of occupancy, the owner/Developer of each affordable unit shall pay an annual fee in the amount of \$25.00 per unit to defray a portion of the cost incurred by City in monitoring Developer's compliance with the terms (The Annual Monitoring Fee) of the Regulatory Agreement. The Annual Monitoring Fee shall increase on an annual basis by the lesser of: 3% of the then current fee; or, the increase, if any, in the Consumer Price Index for each corresponding year.
17. **Reporting.**
- a. Not later than sixty (60) days after the close of escrow, or other consummation of sale of each For Sale Affordable Unit, the owner of each unit shall submit to the Director of Housing Agency a report, on a form provided by the Housing Agency,

## REGULATORY AGREEMENT

- identifying the tenants of the Affordable Rental Second Units and the actual affordable rents being charged.
- b. Not later than sixty (60) days after occupancy of Affordable Rental Apartments the Developer (or then successor in interest owner[s] of such Affordable Rental Apartment Unit[s], as the case may be) shall submit to the Director of Housing Agency a report, on a form provided by the Housing Agency, identifying the specific Affordable Rental Apartment and the actual rents for each Unit.
- c. Not later than 60 days after the close of escrow, or other consummation of sale of each For Sale Market Rate Units with Affordable Rental Second Units, the owner of each unit shall submit to the Director of Housing Agency a report, on a form provided by the Housing Agency, identifying the tenants of the Affordable Rental Second Units and the actual affordable rents being charged.
- d. As provided for in Section 11d the income and household size of all households occupying Affordable Units shall be certified by the Developer (or then successor in interest owner[s] of such Affordable Unit[s], as the case may be), based on information supplied to it/him/her by such household/tenant, prior to occupancy and re-certified annually on or before July 1 of each year for the term of the Regulatory Agreement.
18. **Nondiscrimination.** Neither City or Developer shall not discriminate against any prospective purchaser in the use, enjoyment, occupancy, or conveyance of any part of the Project on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome ("AIDS") or AIDS-related conditions, or any other arbitrary basis. The Developer shall otherwise comply with all applicable local, state and federal laws concerning discrimination in housing.
19. **Violation of Regulatory Agreement by Developer.**
- a. Any violation, non-performance or breach by Developer of any representation, obligation, warranty or covenant hereunder shall constitute an Event of Default, unless: (i) the same is cured within thirty (30) days after written notice thereof given by City or Housing Agency, or, (b) where a cure is not possible within thirty (30) days, cure is commenced within thirty (30) days and diligently prosecuted to completion.
- b. Developer acknowledges and agrees that the injury to City arising from an Event of Default under any of the terms of this Regulatory Agreement would be irreparable and that the amount of compensation that would provide adequate relief to City would be impossible to ascertain.
- c. Following any Event of Default, City shall be entitled to declare a default of this Regulatory Agreement, and shall be entitled to any or all of the following non-exclusive legal and equitable remedies:
- i. Specific performance of this Regulatory Agreement;
- ii. A declaration that the breach, non-performance or violation constitutes a public nuisance and an order requiring the abatement of the breach, non-performance or violation as a public nuisance as provided for in local and state law;
- iii. Such other remedies as may be available under law or equity.
- d. Where the Event of Default involves an actual sales price in excess of the Maximum Sales Price, or costs or fees charged by Developer and/or a Qualified Purchaser, as the case may be, and when such person is in fact an owner of a Affordable Unit and/or For Sale Affordable Unit and sold such affected unit(s) against purchaser in excess of those permitted under this Regulatory Agreement, that party agrees that as an additional remedy to City under this Regulatory Agreement, such party will refund and return to the purchaser the difference between the actual sales price and the Maximum Sales Price and/or any unauthorized charges.
- e. Notwithstanding anything to the contrary in this Regulatory Agreement, all the aforesaid provisions shall also be reciprocal as to any claimed breach of this Regulatory Agreement by the City; in that case, Developer and any successor in interest owner of any the Project/property, any Affordable Unit and/or For Sale Affordable Unit (i.e., a Qualified Purchaser) shall have the same rights of cure and remedies as applicable and provided for herein above. However, in the case of a Event of Default under sub-paragraph 19.d above, the remedy therein (if applicable and lawful) may be enforced against a Developer and/or Qualified Purchaser, as the case may be, if such party was an owner of and sold such affected unit at the time of such violation and when such entity/person found to be in material violation thereof.
20. **Amendment.** This Regulatory Agreement shall not be altered or amended except in a writing executed by the parties hereto.
21. **Binding on Successors.** This Regulatory Agreement shall be binding on, and the benefits hereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors in interest, and assigns; provided, however, that Developer shall not be released from liability for any violation, non-performance, or breach of any representation, warranty, or covenant occurring prior to any transfer of all or any part of Developer's obligations under this Regulatory Agreement until it receives the City's consent to any such transfer/assignment of this Regulatory Agreement, which shall not be unreasonably withheld or delayed. The Developer shall be required upon the transfer/assignment of any interest, in whole or in part, in the Property or Project to require such transferee/assignee to be bound by all the terms and conditions of this Regulatory Agreement by a notarized writing capable of being recorded against the Property and that is reasonably acceptable to City, the approval of which will not be unreasonably delayed or withheld. Any legal representative, executive, administrator, successor in interest to, and assign of all or any of Developer's interest in the Property, the Project, and/or this Regulatory Agreement shall take such interest subject to City's right to declare a default, and City's right to all legal and equitable remedies in relation thereto.
22. **Recording Regulatory Agreement.** This Regulatory Agreement and all amendments hereto shall be executed by each of the parties. This Regulatory Agreement, or memorandum thereof, shall be recorded against the Property (i.e. only against the Lots that contain Affordable Units) in the official records of the County of Napa.



## REGULATORY AGREEMENT

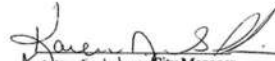
23. **Hold Harmless.** Except in the case of City's negligence or willful misconduct, Developer and its successors in interest agree to indemnify, defend, and hold harmless Housing Agency, City and each of their respective agents, employees and officers from any and all claims, losses, liabilities or causes of actions (including claims for attorneys' fees) arising from or in connection with Developer's development, management, maintenance or operation of the Project or with Housing Agency's review of potential purchasers and determination of any household's eligibility as a Qualified Purchaser.
24. **Waiver.** No waiver by any City of any breach of or default under this Regulatory Agreement shall be deemed to be a waiver of any other or subsequent breach or default hereunder.
25. **Governing Law.** This Regulatory Agreement shall be construed in accordance with and governed by the laws of the State of California.
26. **Notice.** Written notices and other written communications by and between the parties hereto shall be addressed as follows:
- TO CITY: 1480 Main Street, St. Helena, California 94574
- TO DEVELOPER: 1323 Calistoga Avenue, Napa, California 94559
27. **Attorneys' Fees.** The prevailing party in any action to enforce this Regulatory Agreement shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable attorneys' fees.
28. **Reliance on Advice of Attorney.** Each party warrants and represents that in executing this Regulatory Agreement, it has relied on legal advice from the attorney of its choice, that the terms of this Regulatory Agreement and its consequences have been completely read and explained by that attorney, and that each party fully understands the terms of this Regulatory Agreement.
29. During the construction of the Project and until the last Affordable Unit is sold and/or rented in accordance with this Regulatory Agreement, and except as may be otherwise specifically provided for in this Agreement, this Agreement is not intended to affect any right the Developer may have as of the date of this Agreement to apply to any city, state or federal administrative agency for and/or otherwise claim/pursue any subsidy, credit and/or concession provided for in the City's Municipal Code and/or State/Federal law.
30. **Compliance with all conditions of approval.** This Regulatory Agreement is not intended to and does not waive, rescind or modify any condition of approval imposed on the project by virtue of St. Helena City Council Resolutions 2007-128, 2007-129 or St. Helena City Council ordinance 2007-3. In the event of conflict between any provision of this Regulatory Agreement and any condition of approval imposed by Resolutions 2007-128, 2007-129 or Ordinance 2007-3, the conflicting condition of approval shall prevail.

IN WITNESS THEREOF, the Parties have executed this Regulatory Agreement as of the date first written above.

**CITY OF ST. HELENA:**

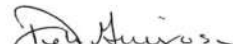
**COMPANY:**

**JP ROSSI PROPERTIES LLC, A  
CALIFORNIA LIMITED LIABILITY**

  
Karen Salabini, City Manager

  
By: Joseph Rossi, Managing Member

**COUNTERSIGNED:**

  
Delia Grijosa, City Clerk

## CERTIFICATE OF OCCUPANCY

### CERTIFICATE OF OCCUPANCY

City of St. Helena

*Department of Building Inspection*

THIS CERTIFICATE IS ISSUED PURSUANT TO THE REQUIREMENTS OF SECTION 109 OF THE 2010 CALIFORNIA BUILDING CODE CERTIFYING THAT AT THE TIME OF ISSUANCE THIS STRUCTURE WAS IN COMPLIANCE WITH THE VARIOUS ORDINANCES OF THE CITY REGULATING BUILDING CONSTRUCTION OR USE.

OWNER MAGNOLIA OAKS, LLC  
BUILDING ADDRESS 1336 MAGNOLIA AVENUE  
OWNER'S ADDRESS PO BOX 756, NAPA CA 94559  
BUILDING PERMIT NO. BD1205-023  
OCCUPANCY RESIDENTIAL GROUP/DIVISION R-3/U  
BY Tom Oxley DATE 6/19/13  
TOM OXLEY

POST IN A CONSPICUOUS PLACE

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OWNER MAGNOLIA OAKS, LLC  
BUILDING ADDRESS 1328 MAGNOLIA AVENUE  
OWNER'S ADDRESS PO BOX 756, NAPA CA 94559  
BUILDING PERMIT NO. BD1205-024  
OCCUPANCY RESIDENTIAL GROUP/DIVISION R-3/U  
BY Tom Oxley DATE 6/19/13  
TOM OXLEY

POST IN A CONSPICUOUS PLACE

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OWNER MAGNOLIA OAKS, LLC  
BUILDING ADDRESS 245 ROSEBUD LANE  
OWNER'S ADDRESS PO BOX 756, NAPA CA 94559  
BUILDING PERMIT NO. BD1205-025  
OCCUPANCY RESIDENTIAL GROUP/DIVISION R-3/U  
BY Tom Oxley DATE 6/19/13  
TOM OXLEY

POST IN A CONSPICUOUS PLACE

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OWNER MAGNOLIA OAKS, LLC  
BUILDING ADDRESS 1344 ROSEBUD LANE  
OWNER'S ADDRESS PO BOX 756, NAPA CA 94559  
BUILDING PERMIT NO. BD1205-026  
OCCUPANCY RESIDENTIAL GROUP/DIVISION R-3/U  
BY Tom Oxley DATE 6/19/13  
TOM OXLEY

POST IN A CONSPICUOUS PLACE



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OWNER MAGNOLIA OAKS, LLC  
BUILDING ADDRESS 155 ROSEBUD LANE  
OWNER'S ADDRESS PO BOX 756, NAPA CA 94559  
BUILDING PERMIT NO. BD1205-027  
OCCUPANCY RESIDENTIAL GROUP/DIVISION R-3/U  
BY Tom Oxley DATE 6/19/13  
TOM OXLEY

POST IN A CONSPICUOUS PLACE

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City of St. Helena

*Department of Building Inspection*

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OWNER MAGNOLIA OAKS, LLC  
BUILDING ADDRESS 154 ROSEBUD LANE  
OWNER'S ADDRESS PO BOX 756, NAPA CA 94559  
BUILDING PERMIT NO. BD1205-028  
OCCUPANCY RESIDENTIAL GROUP/DIVISION R-3/U  
BY Tom Oxley DATE 6/19/13  
TOM OXLEY

POST IN A CONSPICUOUS PLACE

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City of St. Helena

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OWNER MAGNOLIA OAKS, LLC  
BUILDING ADDRESS 172 ROSEBUD LANE  
OWNER'S ADDRESS PO BOX 756, NAPA CA 94559  
BUILDING PERMIT NO. BD1205-029  
OCCUPANCY RESIDENTIAL GROUP/DIVISION R-3/U  
BY Tom Oxley DATE 6/19/13  
TOM OXLEY

POST IN A CONSPICUOUS PLACE

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City of St. Helena

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OWNER MAGNOLIA OAKS, LLC  
BUILDING ADDRESS 204 ROSEBUD LANE A, B, C, D  
OWNER'S ADDRESS PO BOX 756, NAPA CA 94559  
BUILDING PERMIT NO. BD1205-030  
OCCUPANCY RESIDENTIAL GROUP/DIVISION R-3/U  
BY Tom Oxley DATE 6/19/13  
TOM OXLEY

POST IN A CONSPICUOUS PLACE

## CERTIFICATE OF OCCUPANCY

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City of St. Helena

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OWNER MAGNOLIA OAKS, LLC  
BUILDING ADDRESS 232 ROSEBUD LANE A, B, C, D  
OWNER'S ADDRESS PO BOX 756, NAPA CA 94559  
BUILDING PERMIT NO. BD1205-031  
OCCUPANCY RESIDENTIAL GROUP/DIVISION R-3/U  
BY Tom Opley DATE 6/19/13  
TOM OXLEY

POST IN A CONSPICUOUS PLACE

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City of St. Helena

*Department of Building Inspection*

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OWNER MAGNOLIA OAKS, LLC  
BUILDING ADDRESS 256 ROSEBUD LANE  
OWNER'S ADDRESS PO BOX 756, NAPA CA 94559  
BUILDING PERMIT NO. BD1205-032  
OCCUPANCY RESIDENTIAL GROUP/DIVISION R-3/U  
BY Tom Opley DATE 6/19/13  
TOM OXLEY

POST IN A CONSPICUOUS PLACE

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*Department of Building Inspection*

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OWNER MAGNOLIA OAKS, LLC  
BUILDING ADDRESS 137 ROSEBUD LANE  
OWNER'S ADDRESS PO BOX 756, NAPA CA 94559  
BUILDING PERMIT NO. BD1205-033  
OCCUPANCY RESIDENTIAL GROUP/DIVISION R-3/U  
BY Tom Opley DATE 6/19/13  
TOM OXLEY

POST IN A CONSPICUOUS PLACE

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OWNER MAGNOLIA OAKS,  
BUILDING ADDRESS 101 ROSEBUD LANE  
OWNER'S ADDRESS PO BOX 756, NAPA CA 94559  
BUILDING PERMIT NO. BD1205-034  
OCCUPANCY RESIDENTIAL GROUP/DIVISION R-3/U  
BY Tom Opley DATE 6/19/13  
TOM OXLEY

POST IN A CONSPICUOUS PLACE



## CERTIFICATE OF CORRECTION

### RECORDED REQUEST BY:

Andrew K. Holmes, P.L.S.  
Triad/Holmes Associates, Inc.  
873 N. Main St. #150  
Bishop, CA 93514

### WHEN RECORDED MAIL TO:

Richard E. Marshall  
County Surveyor  
Napa County Department of Public Works  
1195 Third Street, Room 101  
Napa, Ca 94559



SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Exempt from recording fees: Gov. Code § 27383

Recorder Please Note: This Document must be cross-referenced

### CERTIFICATE OF CORRECTION

#### FINAL MAP

#### SURVEYOR'S CERTIFICATE

This "Certificate of Correction" has been prepared by the undersigned Land Surveyor or Civil Engineer for the map entitled "Final Map of Magnolia Oaks a Planned Development" and recorded October 31, 2011 in Book 26 of Maps at Pages 72-80 in the Office of the Recorder of the County of Napa, State of California, and is in conformance with the requirements of Section 8770.5 of the Professional Land Surveyor's Act and the requirements of Napa County Code Section 17.26.050.

The fee owner of the lands affected by this Certificate are:

Parcel A = Magnolia Oaks LLC (2011-0030670)  
Parcel B = Magnolia Oaks LLC (2011-0030670)  
Parcel D = Fred J. Bittner II (2011-0026424)  
Parcel E = Carlos D. Martin (2011-0026425)  
Parcel F = Patrick D. Scott and Sharron R. Scott Family Trust (2011-0026423)  
Parcel G = Carlos D. Martin, ET. AL. (2011-0026426)  
Lots 1-12 & 15-32 Magnolia Oaks LLC (2011-0030670)  
Lot 13 Robert H. Johanson and Marjo B. Johanson Living Trust (2011-0030666)  
Lot 14 Turk Family Trust (2011-0030668)

The purpose of this Certificate of Correction is to correct the following items on Sheet 6 of said map Book 26 of Maps, Page 77 attached and made part hereof reference as Exhibits "A" and "B":

The Document for the 10' wide private sanitary sewer easement across Lot 27 for the benefit of A.P.N. (previously) 009-431-013, 009-434-008 current in 2013, was never recorded and has been replaced by a private sanitary sewer easement across Lot 28 as shown on the attached Exhibit "A". It should be noted that the subject lot to be benefitted by this easement has been assigned a new assessor's parcel number that is different than the one shown on the recorded map and is shown on the attached Exhibit "A".

The Document for the 3.00' wide private maintenance easement across Lots 27 and 28 for the benefit of A.P.N. (previously) 009-431-013, 009-434-008 current in 2013, was never recorded. As explained above, the note describing this easement has been modified to show the revised assessor's parcel number and, as above, is listed on the attached Exhibit "A".

The Document for the 3.00' x 17.50' Private Maintenance Easement across Lot 4 for the benefit of A.P.N. 009-431-004 was never recorded is no longer necessary and is hereby eliminated as shown on Exhibit "B".

The "Notes" section as shown on Sheet 6 of said map Book 26 of Maps, Page 77 shall be revised to read as follows:

- 1) Parcel A, Park Parcel.
- 2) Parcel B, for turnaround and access.

"A Planned Development" which is part of the title as shown on sheets 1 thru 9 of said map Book 26 of Maps, Pages 72-80 is hereby eliminated as part of this Certificate of Correction.

*Andrew K. Holmes*  
Andrew K. Holmes, LS 4428  
Lic. Expires 9/30/13

Date: 7-22-2013



#### COUNTY SURVEYOR'S CERTIFICATE

This is to certify that the above Certificate of Correction has been examined for Compliance with section 8770.5 of the California Professional Land Surveyor's Act.

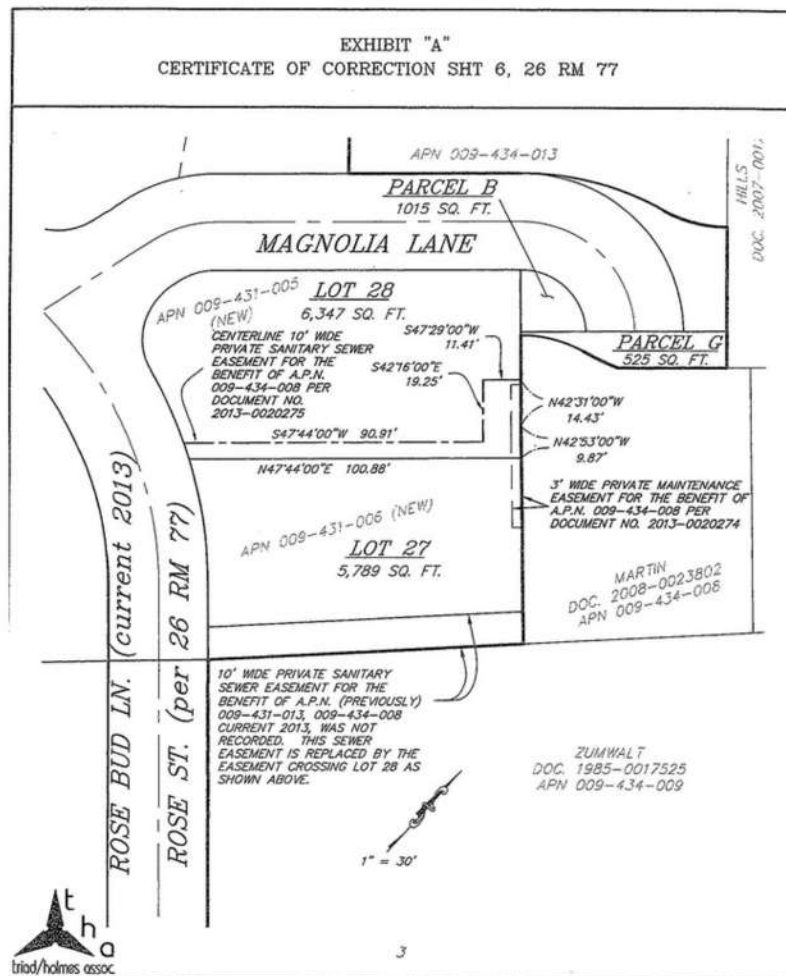
*Richard E. Marshall*  
Richard E. Marshall  
County Surveyor  
County of Napa, California

Date: 7/29/2013

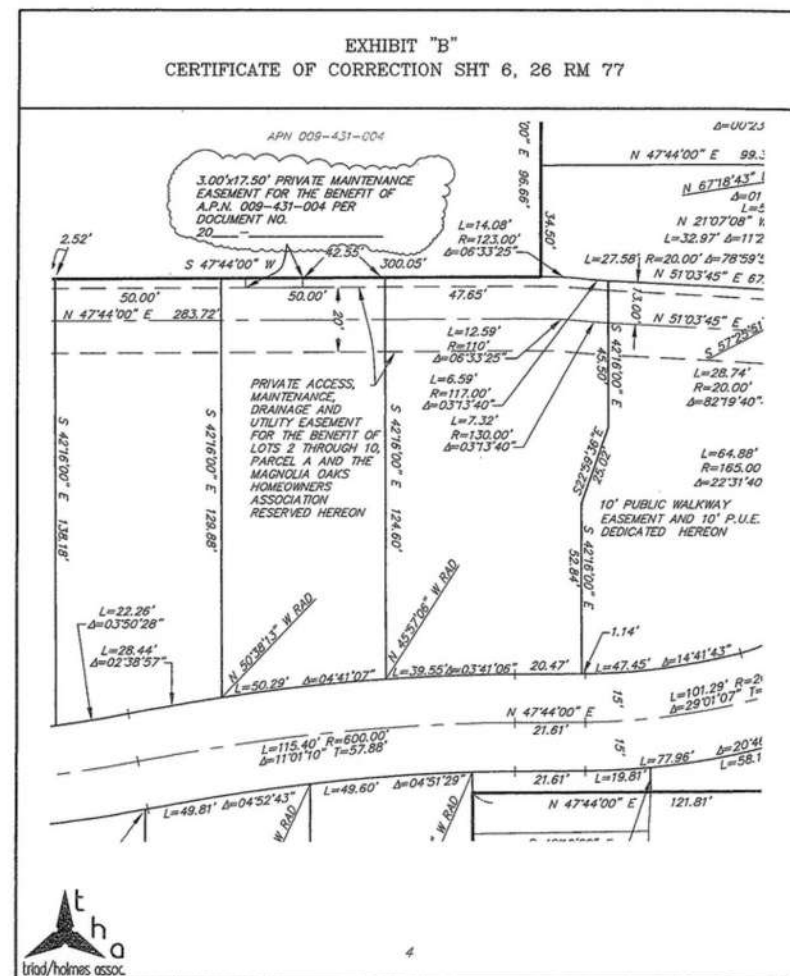
PLS 8544



# CERTIFICATE OF CORRECTION



user: sfufler <G3D\_imperial> K: |07 Napa|7,00213|ACAD|certificate-of-correction|26RM77-cert-EX-A.dwg Jul 22, 2013 3:01pm



user:afiller <@\_imperio> K: |07 Mayo|7.00213|ACAO|certificate-of-correction|26RM77-cert-EX-A.dwg Jul 22, 2013 3:00pm



2024 AFFORDABLE RENT AND INCOME LIMIT CHART

2024 NAPA COUNTY ANNUAL INCOME LIMITS  
AFFORDABLE RENTAL LIMITS

INCOME LIMITS ALL RENTAL UNITS

Persons Per Household	15% Median Income	20% Median Income	30% Median Income	35% Median Income	45% Median Income	50% Median Income	60% Median Income	70% Median Income	80% Median Income	100% Median Income	120% Median Income
1	13,600	18,140	30,850	31,745	40,815	51,400	61,680	63,490	82,150	90,700	108,850
2	15,550	20,740	35,250	36,295	46,665	58,700	70,440	72,590	93,900	103,700	124,400
3	17,500	23,330	39,650	40,828	52,493	66,100	79,320	81,655	105,650	116,650	139,950
4	19,450	25,920	44,050	45,360	58,320	73,400	88,080	90,720	117,350	129,600	155,500
5	21,000	27,990	47,600	48,983	62,978	79,300	91,560	97,965	126,750	139,950	167,950
6	22,550	30,070	51,100	52,623	67,658	85,150	102,180	105,245	136,150	150,350	180,400
7	24,100	32,141	54,650	56,246	72,317	91,050	109,260	112,493	145,550	160,704	192,800
8	25,650	34,210	58,150	59,868	76,973	96,900	116,280	119,735	154,900	171,050	205,250

Source: U.S. Department of Housing and Urban Development  
and State Housing and Community Development

Effective: 4/01/2024  
Effective: 6/1/2024

\*\*DENSITY BONUS AND/OR CITY FINANCED RENTAL UNITS\*\*

MONTHLY AFFORDABLE RENTS

Number Of Bedrooms**	50% Median Income	60-80% Median Income	100% Median Income	120% Median Income
Studio	1,285	1,542	2,268	2,721
1	1,468	1,761	2,593	3,110
2	1,653	1,983	2,916	3,499
3	1,835	2,202	3,240	3,888
4	1,983	2,289	3,499	4,199
5	2,129	2,555	3,759	4,510



\*\*CITY INCLUSIONARY RENTAL UNITS\*\*

MONTHLY AFFORDABLE RENTS

Number Of Bedrooms**	20% Median Income	30% Median Income	35% Median Income	50% Median Income	60% Median Income	70% Median Income	80% Median Income	100% Median Income	120% Median Income
Studio	454	771	794	1,285	1,542	1,587	2,054	2,268	2,721
1	519	881	907	1,468	1,761	1,815	2,348	2,593	3,110
2	583	991	1,021	1,653	1,983	2,041	2,641	2,916	3,499
3	648	1,101	1,134	1,835	2,202	2,268	2,934	3,240	3,888
4	700	1,190	1,225	1,983	2,289	2,449	3,169	3,499	4,199
5	752	1,278	1,316	2,129	2,555	2,631	3,404	3,759	4,510

Total housing cost includes rent and all utilities except for phone service,  
and cannot exceed 30% of tenant's monthly gross income.

If utilities are paid by tenant, the maximum monthly rent is reduced by the Utility Allowance.  
The current Utility Allowance Chart can be found on the Housing Authority's webpage

\*\* Presumed Occupancy Levels:

Two Persons	1 Bedroom
Three Persons	2 Bedroom
Four Persons	3 Bedroom
Five Persons	4 Bedroom
Six Persons	5 Bedroom

# SPECIAL LISTING CONDITIONS AND OFFER INSTRUCTIONS

## GRANT DEED

### RECORDING REQUESTED BY:

Chicago Title Company  
Escrow No.: 280109181-DC  
Locate No.:  
Title No.: 280109181-RK

When Recorded Mail Document  
and Tax Statement To:  
Magnolia Investment Group, Inc.  
4641 Ingraham Street  
San Diego, CA 92109

CONFORMED COPY  
NAPA COUNTY RECORDER  
OFFICIAL RECORDS  
Date Recorded 8-9-13  
2013-23003

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### GRANT DEED

A.P.N. 009-431-038  
009-431-038, 009-002

The undersigned grantor(s) declare(s)

Documentary county transfer tax is \$2,200.00 city tax is \$

☒ computed on full value of property conveyed, or  
☐ computed on full value less value of liens or encumbrances remaining at time of sale,  
☐ Unincorporated Area (X) City of St. Helena

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Magnolia Oaks, LLC, a California limited liability company

hereby GRANT(S) to

Magnolia Investment Group, Inc., a California Corporation

the following described real property in the City of St. Helena, County of Napa, State of California:

See Exhibit "A" attached hereto and made a part hereof.

DATED: August 6, 2013

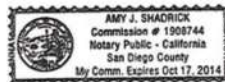
State of California  
County of San Diego

On August 6, 2013 before me,  
Amy J. Shadrick Notary Public  
(here insert name and title of the officer), personally appeared  
Michael E. Turk

Magnolia Oaks, LLC, a California limited liability  
company

By: Michael E. Turk  
Michael E. Turk, Managing Member

who proved to me on the basis of satisfactory evidence to be the  
person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of  
California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.



Signature Amy J. Shadrick (Seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-213 (Rev 7/96)  
(grant)(09-04)

GRANT DEED

Escrow No.: 13-280109181-DC  
Locate No.: CAPINT0928-0928-0001-0280109181  
Title No.: 13-280109181-RK

### EXHIBIT "A"

All that real property situated in the City of St. Helena, County of Napa, State of California, described as follows:

### TRACT A

Parcel A of the map entitled "Magnolia Oaks", filed October 31, 2011 in Book 26 of Maps, Pages 72 through 80, inclusive, as corrected by Certificate of Correction recorded July 29, 2013, Series No. 2013-0021787, Napa County Records ("Map").

Reserving therefrom a non-exclusive easement for tree purposes, along with all incidents thereto, over, under, along and through that area shown as "T-A" on said Map, for the benefit of the Lot Owners in said Map.

Further reserving therefrom non-exclusive easements for private park purposes, as described in the Private Park Easement Agreement recorded July 22, 2013, Series No. 2013-21059, Official Records.

Assessor's Parcel No. 009-431-038



# SPECIAL LISTING CONDITIONS AND OFFER INSTRUCTIONS

## GRANT DEED

### TRACT B

#### Parcel One:

Lot 29 of the map entitled "Magnolia Oaks", filed October 31, 2011 in Book 26 of Maps, Pages 72 through 80, inclusive, as corrected by Certificate of Correction recorded July 29, 2013, Series No. 2013-0021787, Napa County Records ("Map").

*Reserving therefrom* a non-exclusive easement for tree purposes, along with all incidents thereto, over, under, along and through those areas shown as "T29-1", "T29-2", "T29-3" and "T29-4" on said Map, for the benefit of the Lot Owners in said Map.

*Further reserving therefrom* a non-exclusive easement for private access, parking, drainage and utility purposes, along with all incidents thereto, over, under, along and through that area shown as "Private Access, Parking, Drainage and Utility Easement for the benefit of Lots 29, 30 and the Magnolia Oaks Homeowners Association reserved herein", for the benefit of Lot 30 and the Magnolia Oaks Homeowners' Association.

*Further reserving therefrom* a non-exclusive easement for Private Well Site and Tank Easement, along with all incidents thereto, over, under, along and through that area shown on said Map as "Private Well Site and Tank Easement for the benefit of the Magnolia Oaks Homeowners Association reserved hereon", for the benefit of the Magnolia Oaks Homeowners' Association and as addressed in instruments recorded July 15, 2013, Series No's. 2013-20280, 2013-20281, 2013-20282 and 2013-20283, Official Records.

#### Parcel Two:

A non-exclusive easement for private access, parking, drainage and utility purposes, along with all incidents thereto, over, under, along and through that area shown on said Map as "Private Access, Parking, Drainage and Utility Easement for the benefit of Lots 29, 30 and the Magnolia Oaks Homeowners' Association reserved herein", for the benefit of Parcel One hereinabove.

Assessor's Parcel No. 009-434-004

### TRACT C

#### Parcel One:

Lot 30 of the map entitled "Magnolia Oaks", filed October 31, 2011 in Book 26 of Maps, Pages 72 through 80, inclusive, as corrected by Certificate of Correction recorded July 29, 2013, Series No. 2013-0021787, Napa County Records ("Map").

*Reserving therefrom* a non-exclusive easement for tree purposes, along with all incidents thereto, over, under, along and through those areas shown as "T30-1", "T30-2" and "T30-3" on said Map, for the benefit of the Lot Owners in said Map.

*Further reserving therefrom* a non-exclusive easement for private access, parking, drainage and utility purposes, along with all incidents thereto, over, under, along and through that area shown as "Private Access, Parking, Drainage and Utility Easement for the benefit of Lots 29, 30 and the Magnolia Oaks Homeowners' Association reserved herein", for the benefit of Lot 29 and the Magnolia Oaks Homeowners' Association.

*Further reserving therefrom* a non-exclusive easement for private well site and tank easement, along with all incidents thereto, over, under, along and through that area shown on said Map as "Private Well Site and Tank Easement for the benefit of the Magnolia Oaks Homeowners Association reserved hereon", for the benefit of the Magnolia Oaks Homeowners' Association and as addressed in instruments recorded July 15, 2013, Series No's. 2013-20280, 2013-20281, 2013-20282 and 2013-20283, Official Records.

#### Parcel Two:

A non-exclusive easement for private access, parking, drainage and utility purposes, along with all incidents thereto, over, under, along and through that area shown on said Map as "Private Access, Parking, Drainage and Utility Easement for the benefit of Lots 29, 30 and the Magnolia Oaks Homeowners' Association reserved herein", for the benefit of Parcel One hereinabove.

Assessor's Parcel No. 009-434-003

## GRANT DEED

### TRACT D

Lot 31 of the map entitled "Magnolia Oaks", filed October 31, 2011 in Book 26 of Maps, Pages 72 through 80, inclusive, as corrected by Certificate of Correction recorded July 29, 2013, Series No. 2013-0021787, Napa County Records ("Map").

*Reserving therefrom* a non-exclusive easement for tree purposes, along with all incidents thereto, over, under, along and through those areas shown as "T31-1" and "T31-2" on said Map, for the benefit of the Lot Owners in said Map.

Assessor's Parcel No. 009-434-002

APN:



## FINAL MAP - RECORDED VERSION

26 Rm 72180

### OWNER'S CERTIFICATE

WE THE UNDERSIGNED, J.P. ROSS PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, WILLIAM F. WOLFE, HUSBAND AND WIFE, DO HEREBY CERTIFY THAT WE ARE THE ONLY ENTITIES HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE FINAL MAP SHOWN HEREIN ENTITLED "FINAL MAP OF MAGNOLIA OAKS" CONSISTING OF NINE SHEETS INCLUDING THIS ONE, THAT WE DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP. WE HEREBY IRREVOCABLY OFFER FOR DEDICATION IN FEE, SUBJECT TO IMPROVEMENTS, FOR PUBLIC STREET PURPOSES THOSE CERTAIN PARCELS OF LAND DESIGNATED ON SAID MAP AS "DANIELA STREET", "MAGNOLIA AVENUE", "ROSE STREET" AND "MAGNOLIA LANE", THAT WE DO HEREBY IRREVOCABLY OFFER FOR PUBLIC PEDESTRIAN USE THOSE CERTAIN STRIPS OF LAND SHOWN AS "10' PUBLIC WALKWAY EASEMENTS", AND FOR PUBLIC UTILITY PURPOSES, THOSE CERTAIN STRIPS OF LAND SHOWN AS "10' P.U.E." (PUBLIC UTILITY EASEMENTS), AND FOR PUBLIC TURNAROUND, UTILITY AND DRAINAGE PURPOSES, THOSE PARCELS SHOWN AS "PUBLIC TURNAROUND, UTILITY AND DRAINAGE EASEMENTS" (PARCEL 6).

THE OFFERS OF DEDICATION FOR PUBLIC STREET PURPOSES AND PUBLIC UTILITY PURPOSES ARE HEREBY EXPRESSLY DEEMED TO INCLUDE ALL PUBLIC FACILITIES LOCATED OVER, ON OR UNDER SAID EASEMENT.

WE HEREBY RESERVE FOR OURSELVES, OUR HEIRS AND ASSIGNS THAT CERTAIN PRIVATE WELL, SITE AND TANK EASEMENT FOR THE USE AND BENEFIT OF THE PRESENT OR FUTURE OWNERS AS DELINEATED ON THIS MAP.

WE ALSO HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS THOSE CERTAIN PRIVATE ACCESS, MAINTENANCE, DRAINAGE AND UTILITY EASEMENTS FOR THE USE AND BENEFIT OF THE PRESENT OR FUTURE OWNERS AS DELINEATED ON THIS MAP.

WE ALSO HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS THOSE CERTAIN TREE EASEMENTS FOR THE USE AND BENEFIT OF THE PRESENT OR FUTURE OWNER AS DELINEATED ON THIS MAP.

SAID "PRIVATE WELL, SITE AND TANK EASEMENT", "PRIVATE ACCESS, MAINTENANCE, DRAINAGE AND UTILITY EASEMENTS" AND "TREE EASEMENTS" SHALL NOT BE MAINTAINED BY THE CITY OF ST. HELENA. SAID EASEMENTS SHALL BE MAINTAINED IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ENCUMBERING THIS REAL PROPERTY.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 10 DAY OF SEPTEMBER, 2011.

AS OWNER: J.P. ROSS PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY:

Joseph Ross, Jr.  
JOSEPH ROSS, JR., MANAGER

AS OWNERS: WILLIAM F. WOLFE AND JENNIFER J. WOLFE

William F. Wolfe  
WILLIAM F. WOLFE

Jennifer J. Wolfe  
JENNIFER J. WOLFE

### TRUSTEE'S CERTIFICATE

The First American Title Insurance Company, as trustee under those certain deeds of trust:

Beneficiary: Document #: Recorded Date:  
1) Unimproved Bank 2009-0000898 N.C.B. April 25, 2009

Does hereby consent to, and join in the execution of the foregoing certificate and recordation of the "Final Map of Magnolia Oaks", and joins in all offers of dedication.

In witness whereof, the undersigned has caused these presents to be executed this 25 day of SEPTEMBER, 2011.

First American Title Insurance Company

David H. Heston  
DAVID H. HESTON, SPECIAL AGENT



### CITY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP ENTITLED "FINAL MAP OF MAGNOLIA OAKS", AND THAT SAID MAP IS TECHNICALLY CORRECT.

Richard E. Marshall 10/6/11  
RICHARD E. MARSHALL, L.S. 8544  
CITY SURVEYOR  
CITY OF ST. HELENA  
STATE OF CALIFORNIA

### CITY ENGINEERS CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP ENTITLED "FINAL MAP OF MAGNOLIA OAKS", THAT SAID MAP AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL OF THE PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT THIS FINAL MAP COMPLIES WITH THE SUBDIVISION MAP ACT.

John Perros 10/6/11  
JOHN PERROS, P.E. 59485  
DIRECTOR OF PUBLIC WORKS AND CITY ENGINEER  
CITY OF ST. HELENA  
STATE OF CALIFORNIA

### PLANNING COMMISSION CERTIFICATE

I HEREBY CERTIFY THAT THE CITY OF ST. HELENA PLANNING COMMISSION HAS APPROVED THE TENTATIVE MAP OF THE SUBDIVISION UPON WHICH THIS FINAL MAP IS BASED.

Drew Besmond 10/31/11  
DREW BESMOND  
INTERIM SECRETARY, CITY OF ST. HELENA

### MAYOR AND CITY CLERK'S CERTIFICATE

WE, DELFORD BRITTON, MAYOR, AND DELIA GUNDESSA, CITY CLERK, RESPECTIVELY, OF THE CITY OF ST. HELENA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ON THE 25 DAY OF SEPTEMBER, 2011, THE MAP ENTITLED "FINAL MAP OF MAGNOLIA OAKS" WAS FILED WITH THE CITY COUNCIL FOR APPROVAL AS REQUIRED BY LAW. THAT BY RESOLUTION DULY ADOPTED AT A REGULAR MEETING HELD ON THE 25 DAY OF SEPTEMBER, 2011, SAID COUNCIL APPROVED THE SAID MAP AND ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS CONSISTENT WITH THE OFFERS OF DEDICATION THOSE CERTAIN PARCELS OF LAND DESIGNATED ON SAID MAP AS "DANIELA STREET", "MAGNOLIA AVENUE", "MAGNOLIA LANE" AND "ROSE STREET", AND THOSE EASEMENTS DESIGNATED AS "10' PUBLIC WALKWAY EASEMENTS", "10' P.U.E." (PUBLIC UTILITY EASEMENTS), AND "PUBLIC TURNAROUND, UTILITY AND DRAINAGE EASEMENTS" (PARCEL 6).

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 30 DAY OF SEPTEMBER, 2011.

Delford Britton  
DELFORD BRITTON, MAYOR, CITY OF ST. HELENA, STATE OF CALIFORNIA

Delia Gundessa  
DELIA GUNDESSA, CITY CLERK, CITY OF ST. HELENA, STATE OF CALIFORNIA

### SURVEYOR'S STATEMENT

I, ANDREW K. HOLMES, DO HEREBY CERTIFY THAT THE SUBDIVISION SHOWN ON THE MAP ENTITLED "FINAL MAP OF MAGNOLIA OAKS" IS BASED UPON A FIELD SURVEY BY ME OR UNDER MY DIRECTION BETWEEN NOVEMBER, 2007 AND FEBRUARY, 2008, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JOSEPH ROSS ON NOVEMBER 1, 2007. THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ON SAID MAP ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET AT SUCH POSITIONS ONE YEAR FROM THE DATE OF FILING OF THIS MAP, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

8/15/2011  
DATE  
Andrew K. Holmes  
ANDREW K. HOLMES, L.S. 4428

### COUNTY TAX COLLECTOR AND REDEMPTION OFFICER CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES (EXCEPT TAXES ON SPECIAL ASSESSMENTS NOT YET PAYABLE) AGAINST ANY PART OF THE LAND INCLUDED IN THE WITHIN SUBDIVISION, AND THAT SECURITY IN THE AMOUNT OF \$ 0.00 HAS BEEN FILED WITH THE COUNTY TAX COLLECTOR AND REDEMPTION OFFICER TO GUARANTEE THE PAYMENT OF ALL TAXES AND ASSESSMENTS COLLECTED AS TAXES, WHICH ARE NOW A LIEN AGAINST THE PROPERTY IN THE WITHIN SUBDIVISION, BUT WHICH ARE NOT YET PAYABLE.

Tamara R. Frasier 10/6/11  
TAMARA R. FRASIER  
COUNTY TAX COLLECTOR AND REDEMPTION OFFICER  
COUNTY OF NAPA, STATE OF CALIFORNIA

Sarah Bruly 10/6/11  
SARAH BRULY  
DEPUTY

### COUNTY RECORDER CERTIFICATE

THE MAP ENTITLED "FINAL MAP OF MAGNOLIA OAKS" IS HEREBY ACCEPTED FOR RECORDATION SHOWING CLEAR TITLE AS PER LETTER OF TITLE MADE BY FIRST AMERICAN TITLE COMPANY OF NAPA DATED THE 31 DAY OF SEPTEMBER, 2011, AND AFTER EXAMINING THE SAME I DEEM THAT SAID MAP COMPLIES WITH THE PROVISIONS OF CHAPTER 670 OF THE STATUTES AND SUBDIVISION REGULATIONS ADOPTED PURSUANT THEREOF.

FILED AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY OF NAPA AT 11 MINUTES PAST 3:00 PM ON THE 31 DAY OF SEPTEMBER, 2011, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF NAPA, STATE OF CALIFORNIA, IN BOOK 336 OF MAPS AT PAGES 12-13.

FEES PAID \$ 24.00  
John Tuleur  
JOHN TULEUR, COUNTY RECORDER IN AND FOR THE COUNTY OF NAPA, STATE OF CALIFORNIA  
Deputy Recorder

### FINAL MAP OF MAGNOLIA OAKS

A PLANNED DEVELOPMENT

BEING THE LANDS OF J.P. ROSS PROPERTIES, LLC AS DESCRIBED IN DOCUMENT NO. 2004-0022228 AND DOCUMENT NO. 2009-0004651

AND WILLIAM F. WOLFE AND JENNIFER J. WOLFE AS DESCRIBED IN DOCUMENT NO. 2010-0030755 OF OFFICIAL RECORDS OF NAPA COUNTY IN THE CITY OF ST. HELENA, COUNTY OF NAPA, STATE OF CALIFORNIA

APN 009-431-032 & APN 009-431-023

trid/holmes associates  
313 LAKESIDE AVENUE, SUITE C  
NAPA, CA 94931  
PHONE: 707-255-1511  
WWW.TRIDHOLMES.COM

26 Rm 72180

FINAL MAP - RECORDED VERSION

26 Rm 73

IN 07.00213

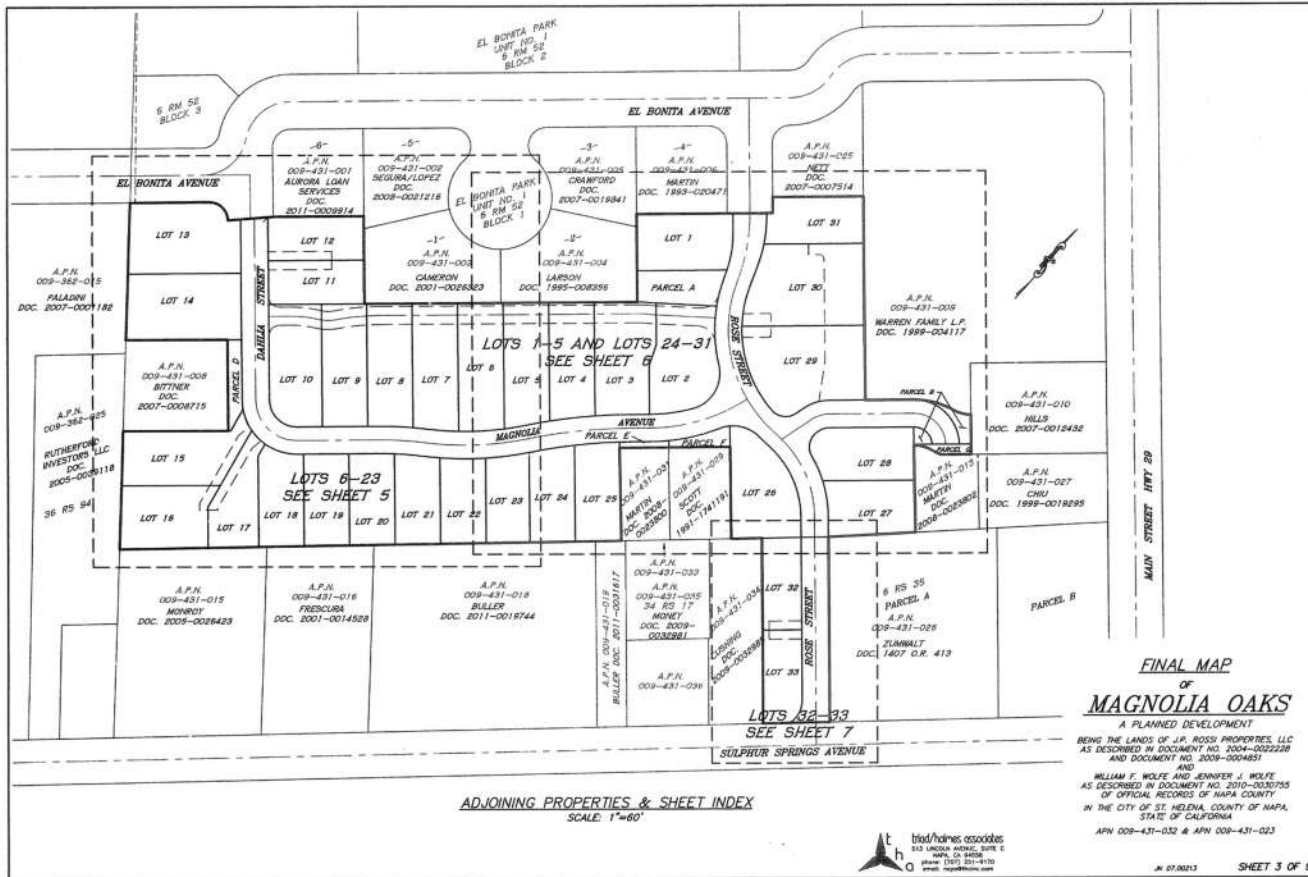
26 Rm 73



## APPENDICES AND ADDITIONAL DOCUMENTS

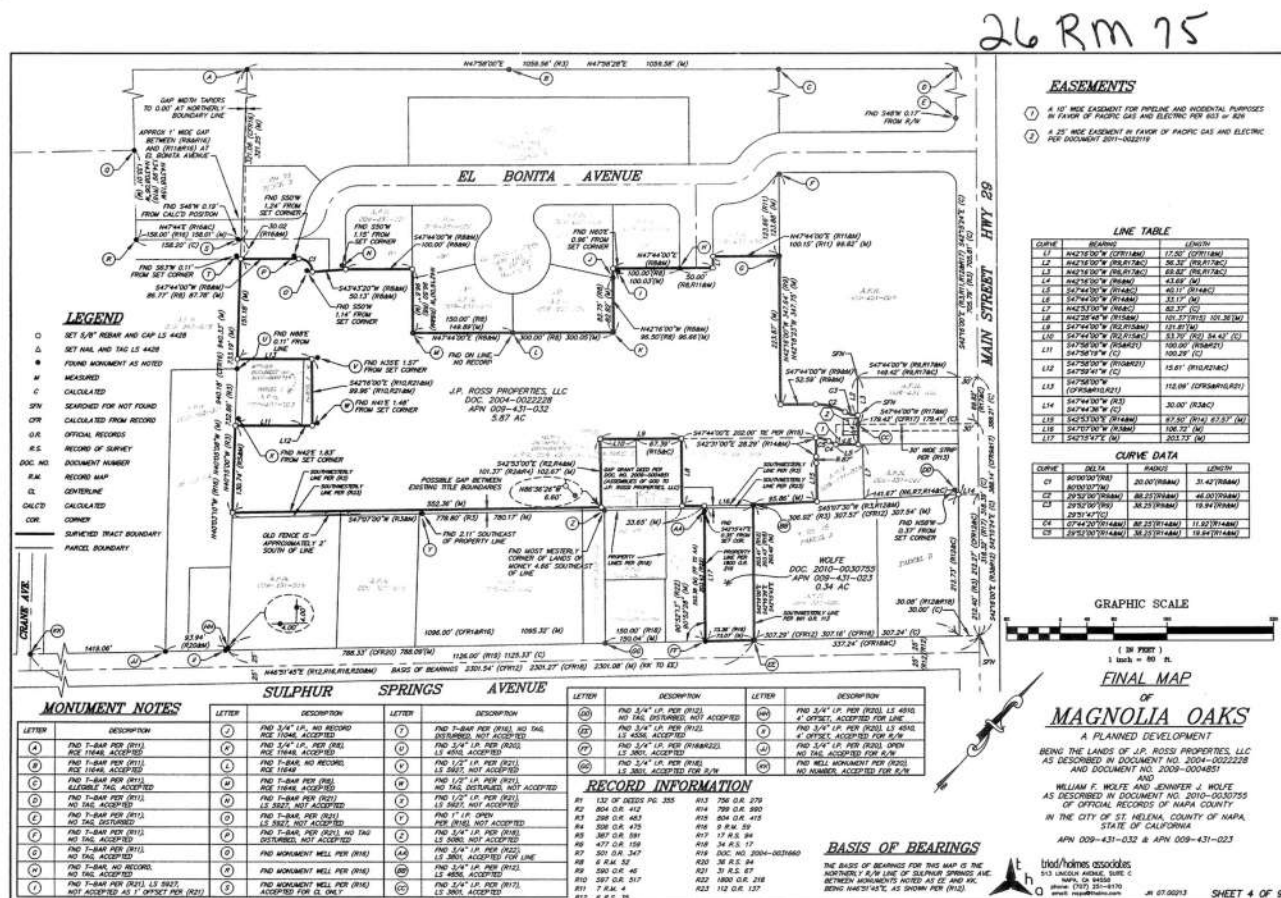
FINAL MAP - RECORDED VERSION

26 RM 74



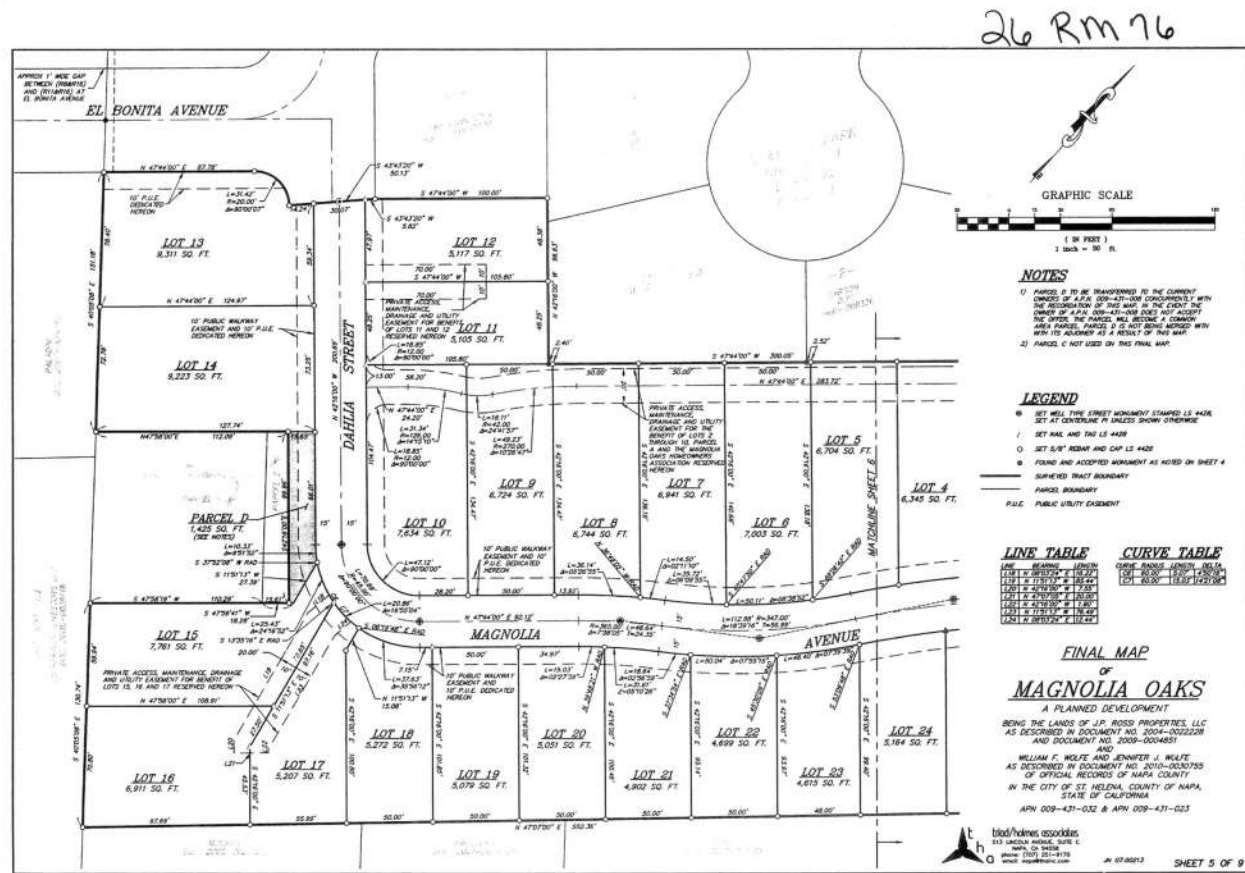
26 RM 74

FINAL MAP - RECORDED VERSION



26 Rm 75

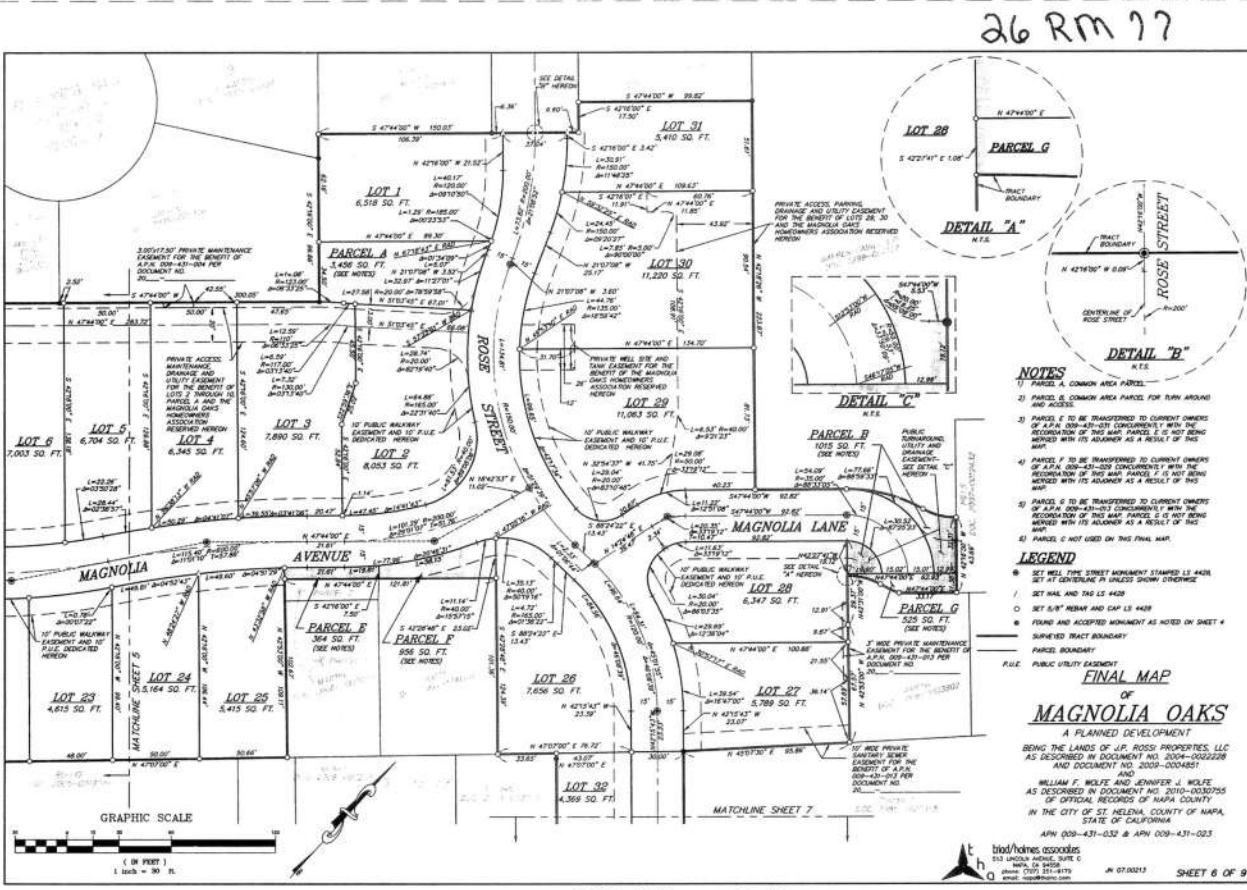
FINAL MAP - RECORDED VERSION



26 RM 76



FINAL MAP - RECORDED VERSION



**NOTES**

1) PARCEL A, COMMON AREA PARCEL FOR TURN AROUND AND ACCESS.

2) PARCEL B, COMMON AREA PARCEL FOR TURN AROUND AND ACCESS.

3) PARCEL E TO BE TRANSFERRED TO CURRENT OWNERS OF A.P.N. 009-431-031 CONCURRENTLY WITH THE RECONSTRUCTION OF THIS MAP. PARCEL E IS NOT BEING METED WITH ITS ADJACENT AS A RESULT OF THIS MAP.

4) PARCEL F TO BE TRANSFERRED TO CURRENT OWNERS OF A.P.N. 009-431-031 CONCURRENTLY WITH THE RECONSTRUCTION OF THIS MAP. PARCEL F IS NOT BEING METED WITH ITS ADJACENT AS A RESULT OF THIS MAP.

5) PARCEL G TO BE TRANSFERRED TO CURRENT OWNERS OF A.P.N. 009-431-031 CONCURRENTLY WITH THE RECONSTRUCTION OF THIS MAP. PARCEL G IS NOT BEING METED WITH ITS ADJACENT AS A RESULT OF THIS MAP.

6) PARCEL C NOT USED ON THIS FINAL MAP.

**LEGEND**

SET WELL TIME STREET MONUMENT STAMMED L3 4428 SET AT CENTERLINE P UNLESS SHOWN OTHERWISE

1. SET NAIL AND TAG L3 4428

2. SET 5/8" REBAR AND CAP L3 4428

FOUND AND ACCEPTED MONUMENT AS NOTED ON SHEET 4

SURVEYED TRACT BOUNDARY

PARCEL BOUNDARY

FILE PUBLIC UTILITY EASEMENT

**FINAL MAP**  
**OF**  
**MAGNOLIA OAKS**  
A PLANNED DEVELOPMENT

BEING THE LANDS OF J.P. ROSS PROPERTIES, LLC AS DESCRIBED IN DOCUMENT NO. 2004-004428 AND DOCUMENT NO. 2009-004481 AND WILLIAM F. WOLFE AND JENNIFER J. WOLFE AS DESCRIBED IN DOCUMENT NO. 2010-004035 OF OFFICIAL RECORDS OF NAPA COUNTY IN THE CITY OF ST. HELENA, COUNTY OF NAPA, STATE OF CALIFORNIA

APN 009-431-032 & APN 009-431-023

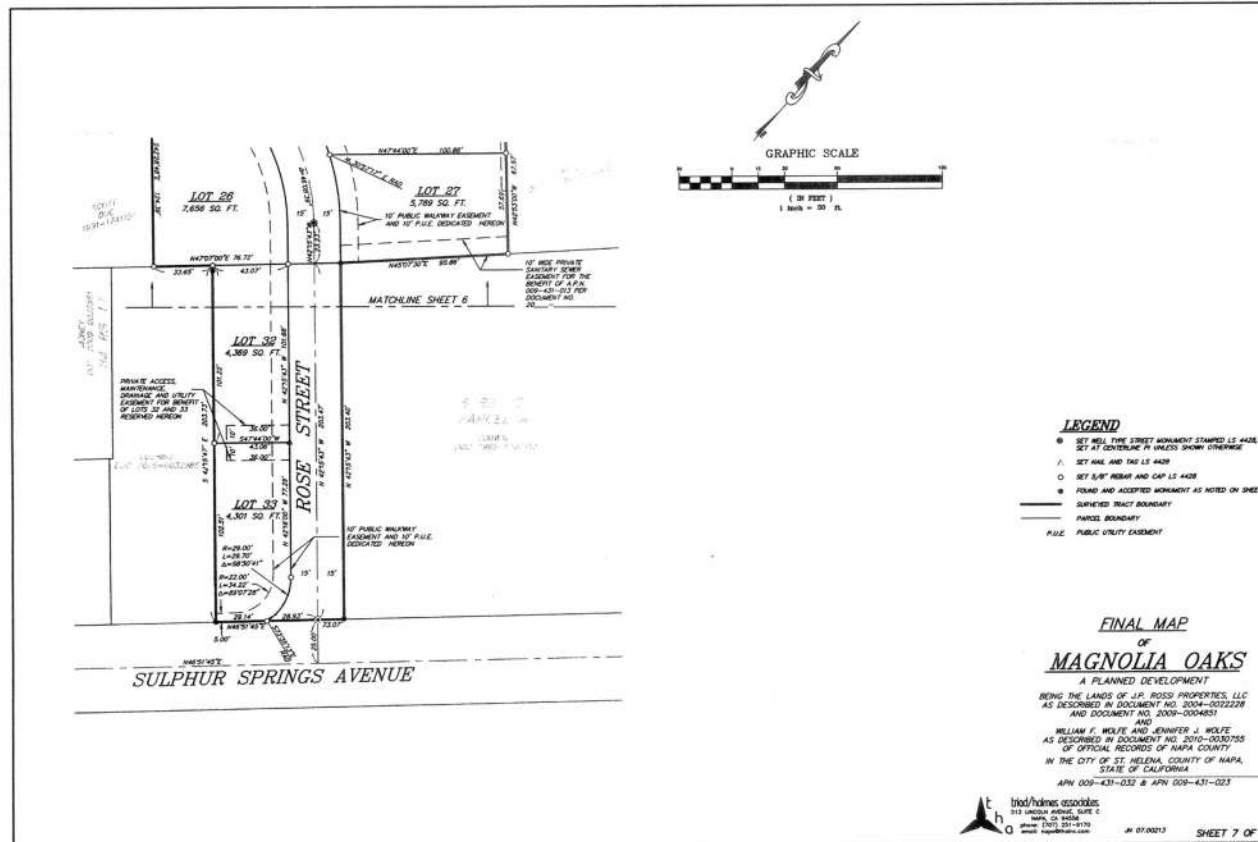
trid/homes associates  
213 UNION AVENUE, SUITE C  
NAPA, CA 94558  
TEL 707-251-8776  
email: info@tridhomes.com

IN 07/03/13

SHEET 6 OF 9

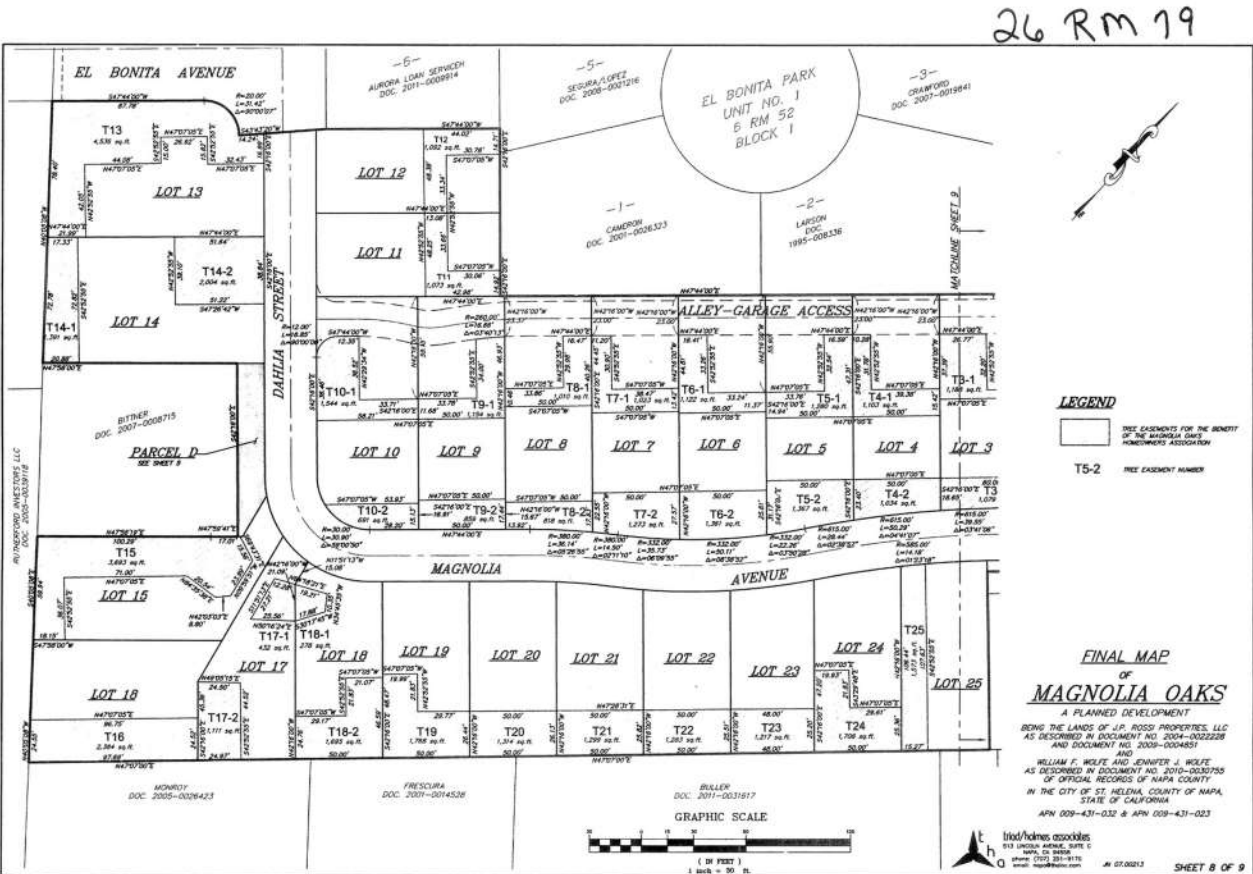
## FINAL MAP - RECORDED VERSION

26 RM 18



26 RM 18

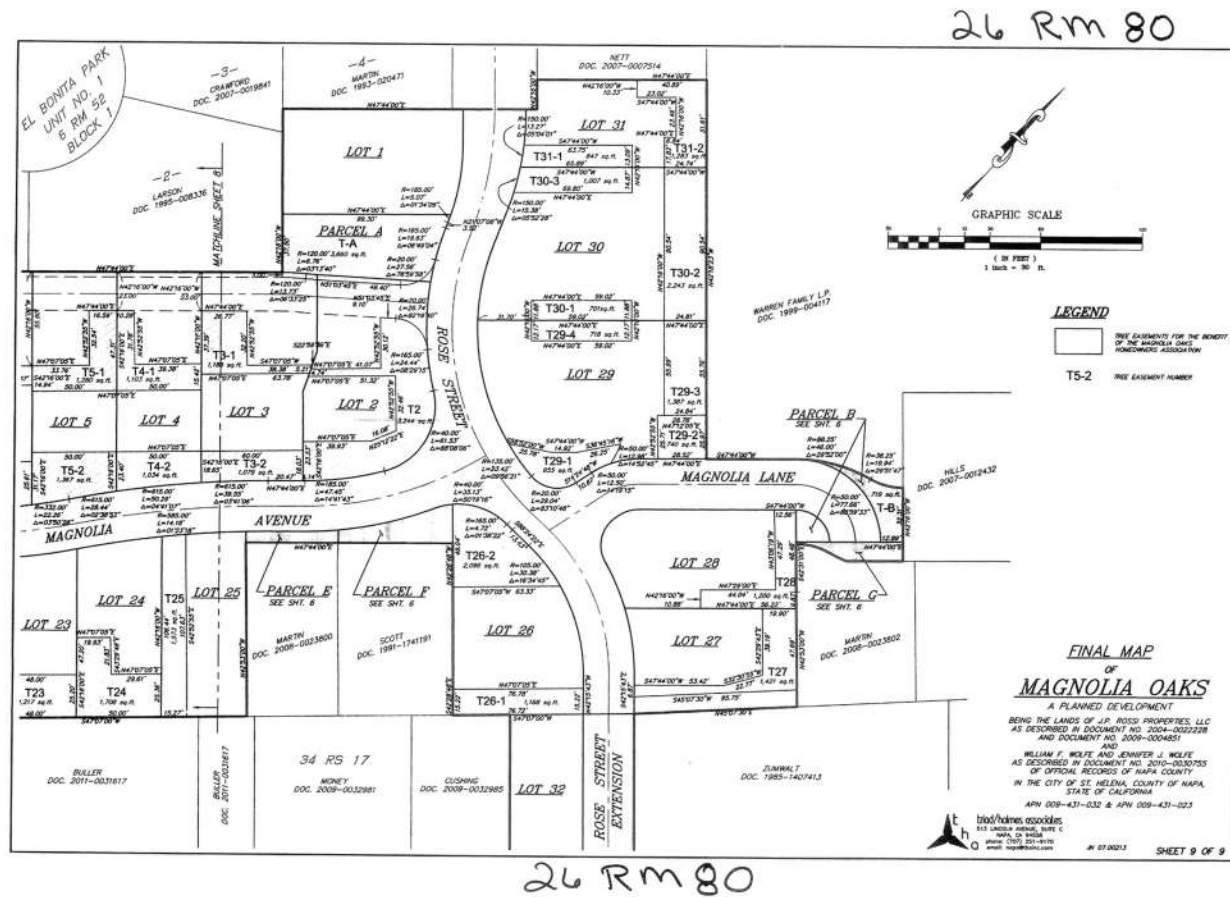
FINAL MAP - RECORDED VERSION



26 RM 19



FINAL MAP - RECORDED VERSION



## 2010-76 LOCAL PREFERENCE JULY 27

### CITY OF ST. HELENA

### RESOLUTION NO. 2010-76

### RESCINDING RESOLUTION 2005-98 AND APPROVING A REVISED LOCAL PREFERENCE POLICY FOR AFFORDABLE HOUSING

#### RECITALS

- A. On October 11, 1998, the City Council approved Resolution 2005-98, Approving a Local Preference Policy for Affordable Housing.
- B. On October 15, 2009 the St. Helena Housing Element was certified as complete by the California State Department of Housing and Community Development. Policy HE1.L of the Housing Element states that the City of St. Helena shall "Improve and enhance the local preference policy to possibly include people needed for work during city emergencies. The current local preference policy gives weighted preference to local residents as regulated affordable housing units become available. The benefit will be extended to persons employed in St. Helena that are needed during city emergencies, such as firefighters and police officers".
- C. The City Council took action to revise the Local Preference Policy to be consistent with the 2009 Housing Element on July 27, 2010. Adoption of a local preference policy is required to be supported by findings that the policy is non-discriminatory and consistent with the Fair Housing Act and that a legitimate governmental purpose exists. The City Council desires to adopt a local preference policy in accordance with the Housing Element and based upon the findings set forth herein.

#### RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

1. Findings. The City Council hereby makes the following findings:

- (a) Municipalities located within Napa County are facing a jobs housing imbalance. The tourist and service industries continue to grow providing job opportunities at the same time as housing costs have increased significantly, making much of the housing in the Napa Valley unaffordable to the workers in the community. In addition to the lack of housing affordable to a large segment of the workforce in the County, the County also faces the adverse consequences of workers commuting to jobs within the County on roads designed for more limited traffic. The lack of housing affordable to the workforce in the various municipalities is impacting the ability of revenue generating businesses to attract employees.
- (b) In 2004 the City of St. Helena joined with other members of the Napa Valley Housing Authority to develop local preference policies for new housing developments that would

allow a preference for people working or living in the local jurisdiction in a manner that does not violate fair housing laws and ensures a fair and open selection process. To that end, a demographic study was commissioned by the Napa Valley Housing Authority that reports on the demographic characteristics of Napa County. That study dated November 3, 2004, was prepared by Keyser Marston Associates Inc. and is entitled "Demographic Information on Napa Residents and Workers," hereinafter referred to as the Demographic Study. The Demographic Study is incorporated herein by reference.

- (c) The Demographic Study collected data about residents and workers in the County as a whole and within the various municipalities in the County. Generally, local preference policies are valid if they do not intentionally discriminate against any group protected by the fair housing laws or if they do not have a disparate impact on any group protected by fair housing laws. The Demographic Study indicates that a preference policy for households that live or work within an individual jurisdiction in Napa County will not have a disparate impact on a protected group. As Tables 3 and 4 in the Demographic Study show, the vast majority of workers in each of the municipalities in Napa County reside in the County although a large percentage reside outside of the municipality in which they work. Commute distance is one method of determining the housing market area or the area that applicants for housing will be drawn from. This data demonstrates that the housing market for Napa County is generally located within the County itself, although those jurisdictions on the north and south ends of the County do see more employees from adjacent counties. The Demographic Study notes that 83% of the workers in St. Helena live within the County of Napa. Therefore the housing market for the City of St. Helena can reasonably be defined as the County itself.
- (d) The Demographic Study shows that the demographic profile for the City of St. Helena is very similar to the County of Napa. Table 1 shows that 24% of Napa County residents are under the age of 18 and 25% of St. Helena residents are under the age of 18. Thirty-four percent (34%) of Napa County households have children under the age of 18 and 33% of St. Helena residents have children under the age of 18. Eighteen percent (18%) of Napa County residents are over the age of 62 and 20% of St. Helena residents are over the age of 62.
- (e) Table 1 also shows that the race and ethnicity of the populations are similar. Eighty percent (80%) of Napa County residents are white, compared to 82% in St. Helena. Twenty-four percent (24%) of County residents identified themselves as Hispanic/Latino and 28% of St. Helena residents identified themselves as Hispanic/Latino. A local preference policy will not have a disparate impact on a protected ethnic group.
- (f) Table 4 shows that 23% of the people who work in St. Helena also live in St. Helena. Eighty-three percent (83%) of the workers live within Napa County. A local preference policy for workers currently employed within St. Helena will help reduce traffic congestion and improve air quality. The policy proposed is designed to achieve a significant governmental purpose of ensuring that housing opportunities are available to the workforce in the City, thus decreasing commuting with all of its attendant detrimental impacts, including environmental degradation and overuse of transportation infrastructure. Additionally, the preference policy ensures that businesses essential to the City's economy continue to locate in the area by providing housing opportunities for the necessary labor pool.



## 2010-76 LOCAL PREFERENCE JULY 27

- (g) Given the similar demographics of the municipalities within the County, the fact that the housing market can reasonably be defined as the County itself, and the analysis of the demographic data specific to the City of St. Helena, a preference for households that work or live within the City will not have a disparate impact on any protected group by excluding any protected group and will further the above-described governmental purposes served by such a preference.
- (h) City of St. Helena employees are needed to be in close proximity to City Hall, the Police Department and the Fire Department in times of emergencies. Given the commute distances and road blockage that can occur during emergencies, it is desirable for the safety of the community to have employees live within the City of St. Helena. All city employees are considered emergency service workers in times of emergency and can be required to work. All city employees are sworn to respond in emergency situations when called upon.
- (i) Given the restricted number of residential units available at a price that is affordable to city employees, it is desirable to give city employees an opportunity to purchase or rent affordable housing when it becomes available.

2. Based upon the foregoing findings, the City of St. Helena adopts the attached Local Preference Policy for the City of St. Helena, to be implemented whenever ownership or rental housing opportunities are made available to eligible income households under the City's affordable housing regulations and policies.

Approved at a Regular Meeting of the St. Helena City Council on July 27, 2010, by the following vote:

AYES: Councilmembers Sklar, Sanchez, Schoch, Crull, Mayor Britton  
NOES: None  
ABSENT: None  
ABSTAIN: None

APPROVED:

  
Delford Britton  
Mayor

ATTEST:

  
Delia Guijosa  
City Clerk



### **LOCAL PREFERENCE POLICY FOR CITY OF ST. HELENA** **Revised July 27, 2010**

Applicants who live or work within the City of St. Helena will have a preference for housing developed pursuant to the City's affordable housing regulations in accordance with the following policy:

#### **1. Preference.**

Based upon the findings set forth in Resolution No. 2010-76 adopted by the City Council of the City of St. Helena on July 27, 2010, the City establishes the following priority to be used whenever ownership or rental housing opportunities are made available to eligible income households:

- a. First priority is given to eligible households with a member who is an employee of the City of St. Helena and is required for emergency response;
- b. Second priority is given to eligible households with a member that works in the City of St. Helena.
- c. Third priority is given to eligible households with a member that lives within the St. Helena Unified School District boundaries.
- d. Fourth priority is given to all other households.

#### **2. Residency.**

For purposes of the policy, an applicant will be determined to live within the St. Helena Unified School District (SHUSD) boundaries if the applicant has lived within the SHUSD boundaries for three consecutive months or longer. The applicant must produce evidence of residency within the SHUSD boundaries. This evidence can be a copy of a deed, lease, rental agreement, rent receipt, utility bill, driver's license or other documentation that indicates residency.

#### **3. Employment.**

For purposes of this policy, an applicant will be determined to work in the City of St. Helena if the primary place of employment for at least one member of the applicant's household is located in the City of St. Helena and if the term of employment served has been three consecutive months or longer. If the applicant holds more than one job, the employment in the City of St. Helena must be the job providing the greater percentage of income to the applicant. If the applicant does not have a fixed place of employment, such as delivery personnel, repair persons or similar employments, but spends at least 50% of his or her time employed in the City of St. Helena, the applicant will be determined to be employed in the City of St. Helena.



## 2010-76 LOCAL PREFERENCE JULY 27

### **4. Application.**

The developer, the City of St. Helena itself, and/or its agent shall affirmatively market the development to ensure that all applicants, regardless of eligibility for the preference, are aware of the housing opportunity. Applicants shall file complete applications with the Housing Director for the City of St. Helena by a deadline set by the Housing Director. Per Municipal Code section Sec. 17.146.020 Definitions, "Housing Director" means the Planning Director of the City of St. Helena or the designee of such individual.

### **5. Determination of Eligibility.**

Applicants who have applied for the local work or live preference shall be notified by the Housing Director whether their eligibility for the preference has been confirmed. If the Housing Director determines that an applicant is not eligible for the preference, the Housing Director shall notify the applicant and allow the applicant no less than five days to present additional evidence verifying the applicant's eligibility for the preference. The applicant can submit the additional evidence in writing or may request a hearing to present the evidence. The additional evidence of eligibility shall be presented to the Housing Director who shall consider any evidence he or she thinks is relevant to determining an applicant's eligibility for the preference. The administrator of housing programs shall make a final determination of the applicant's eligibility for the preference based on all the evidence submitted by the applicant within five days of receiving the evidence. The Housing Director's decision shall be final.

### **6. Lottery.**

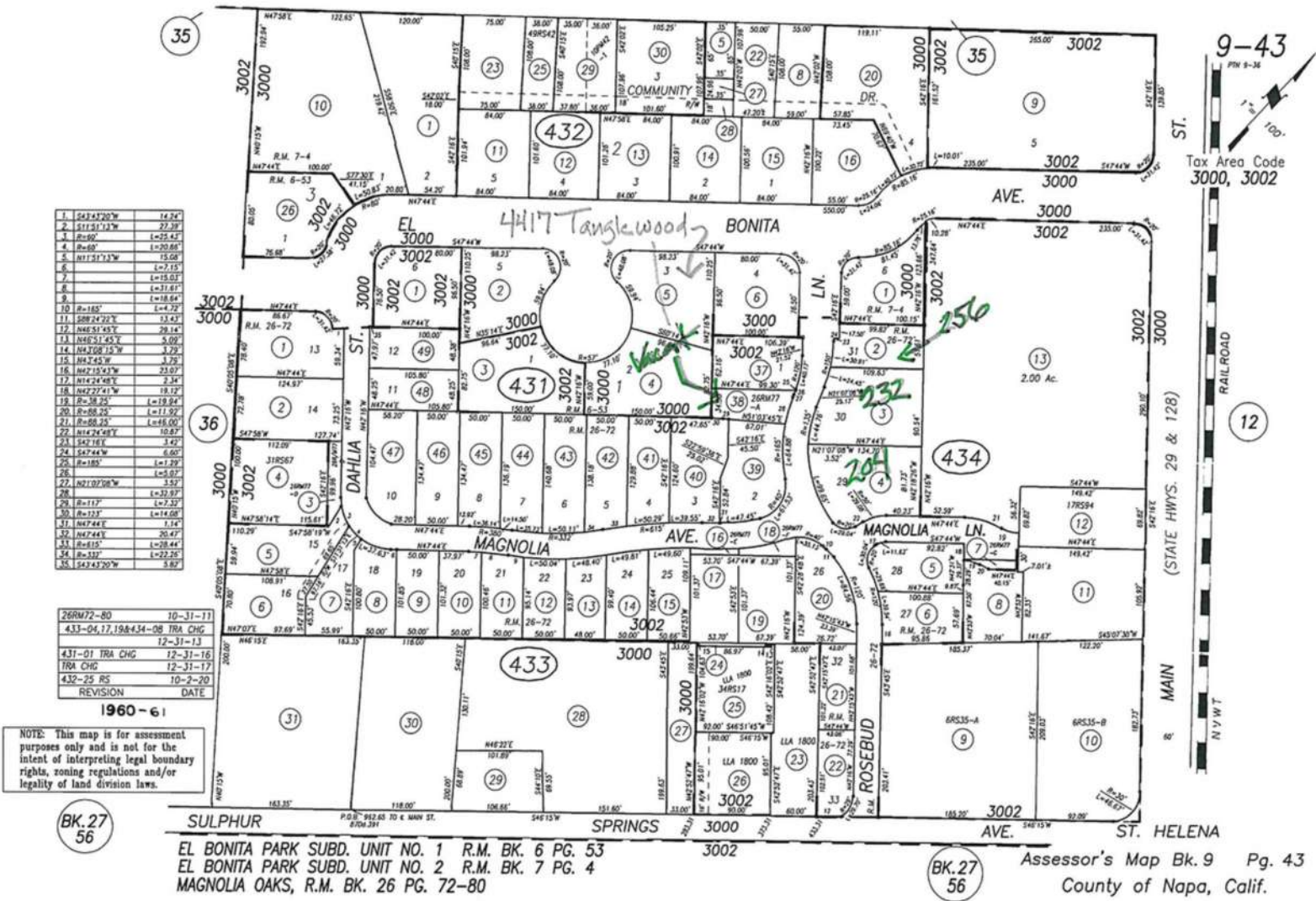
In administering the preference policy, a lottery will be used to select applicants. All applicants participating in the lottery must meet all the income and family composition qualifying criteria for occupancy in the development regardless of the applicant's preference eligibility. An applicant qualifying City of St. Helena employee preference shall have four opportunities to have his or her name drawn from the lottery. An applicant qualifying for the local "work" preference will have three opportunities to have his or her name drawn from the lottery. An applicant qualifying for the local "live" preference will have two opportunities to have his or her name drawn from the lottery. All other applicants will have one opportunity to have their names drawn from the lottery. Preference applicants shall be assigned the most favorable lottery number drawn for the applicant.

### **7. Employer-Built Housing.**

If affordable housing is built or sponsored by an employer with no government subsidies, fee waivers or other types of public agency monetary assistance, the City Council will consider allowing the employer to set aside some or all of the affordable units for the exclusive occupancy of employees of the employer meeting all the income

and family composition qualifying criteria for occupancy in the development, regardless of the foregoing preference policy. The number of units to be set aside and the form of the affordable housing resale or rental restriction agreement shall be determined on a case by case basis.

ASSESSOR'S MAP WITH ADDRESS





## PARCEL REPORT





## APPENDICES AND ADDITIONAL DOCUMENTS

Environmental Data	
<b>Alquist Priolo Faults:</b>	No Alquist Priolo faults found
<b>Archaeology:</b>	No Archaeological sites found
<b>California Planar Coordinate:</b>	CV246
<b>CalVeg:</b>	AG - Agriculture
<b>CalWater Watershed:</b> Hydrologic Region (HR) Hydrologic Unit (HU) Hydrologic Area (HA) Hydrologic Sub Area (HSA) Super Planning Watershed (SPW) Planning Watershed (PW)	HR: San Francisco Bay HU: San Pablo HA: Napa River HSA: Napa River SPW: Larkmead PW: Heath Canyon
<b>Faults:</b>	No Faults found
<b>FEMA Flood Zone:</b>	Parcel not in FEMA Flood Zone
<b>Fire Hazard Severity:</b>	No Fire Hazard Severity rating found
<b>GW Ordinance:</b>	Parcel not in a designated Groundwater Deficient Area (actual groundwater conditions may vary)
<b>Landslides:</b>	No Landslides found
<b>Local Drainage:</b>	Napa River - Lower St. Helena Reach
<b>Soil Type:</b>	Cortina very gravelly loam, 0 to 5 percent slopes, moist, MLRA 14
<b>Special Species:</b>	Potential Special Species may occur in this general area, please contact the Planning, Building, & Environmental Services Dept. for details*
<b>Spotted Owls:</b>	No Spotted Owls found
<b>HazMat Releases - Local Oversight Program (LOP) (within 1500 ft):</b>	
No LOP hazardous materials releases found	
<b>HazMat Releases - Non-Local Oversight Program (Non-LOP) (within 1500 ft):</b>	
Central Valley Bldrs Supply	
RAY'S RADIATOR AND GLASS	
Rays Auto Glass	
ZUMWALT FORD	
<b>Agricultural Use USTs (within 1500 ft):</b>	
EDWARD J. SALVESTRIN	
MONT LA SALLE VINEYARDS SO SH	

*\*Location of archaeological sites, spotted owls, and other sensitive resources are generalized to protect their exact locations. For this reason, there is no guarantee they are located within or outside of the subject parcel. Please contact [PBES](#) to learn more.*

## APPENDICES AND ADDITIONAL DOCUMENTS

### Boundary Data

<b>Basemap Grid:</b>	9 - C
<b>Census Data:</b>	Tract: 201601 Block Group: 1
<b>County Zoning:</b>	St Helena - Refer to city. Zoning is only available for the unincorporated area.
<b>Fire Jurisdiction:</b>	St Helena Fire
<b>Garbage Zone 1:</b>	Parcel does not fall within Garbage Zone 1
<b>Projected Township, Range &amp; Section:</b>	M07N05W06
<b>School District:</b>	St. Helena Unified
<b>Supervisor District:</b>	
<b>Township &amp; Range:</b>	T07N-R05W
<b>USGS Topo Quad Name:</b>	Rutherford
<b>Voting Precinct:</b>	3720663

Imagery	
Description	File
2002 DTM & Imagery:	L - 5 <a href="#">Download L - 5 Image File</a> <a href="#">Download L - 5 DTM CAD File</a> <a href="#">Download L - 5 DTM Shapefile</a>
2005 Imagery:	6428_1940 - <i>File(s) are not downloadable.</i>
2007 Imagery:	L09-21NW <a href="#">Download L09-21NW Image File</a>
2011 1 Foot Imagery:	426941 - <i>File(s) are not downloadable.</i>
2011 6 Inch Imagery:	429941 - <i>File(s) are not downloadable.</i>
Digital Ortho Quarter Quad (DOQQ) Imagery:	rutherford_nw.lan - <i>File(s) are not downloadable.</i>
Digital Terrain Model (DTM):	l05_topo.zip - <i>File(s) are not downloadable.</i>
USGS Topo Quad (DRG):	o38122d4.tif - <i>File(s) are not downloadable.</i>

### Filed Maps:

009-43 - Assessor Map Page
26RM72 - Record Map
26RM72 - Record Map
11RS17 - Record of Survey

## APPENDICES AND ADDITIONAL DOCUMENTS

2011 1 Foot Imagery:	426941 - <i>File(s) are not downloadable.</i>
2011 6 Inch Imagery:	429941 - <i>File(s) are not downloadable.</i>
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### Filed Maps:

009-43 - Assessor Map Page
26RM72 - Record Map
26RM72 - Record Map
11RS17 - Record of Survey
52RS3 - Record of Survey
10RS73 - Record of Survey
52RS2 - Record of Survey
1RM61 - Record Map
52RS1 - Record of Survey
7RM4 - Record Map
45RS75 - Record of Survey
52RS4 - Record of Survey
52RS5 - Record of Survey
6RM52 - Record Map
10RS99 - Record of Survey

### Cultural Data

#### Schools (within 0.25 mi):

No Schools found
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### Permit History - No Records Found

*\*This report may not contain all property or permit information. For active permits or recent updates, please check the [permit search tool](#) or contact [PBES](#) to learn more.*



## ADDRESS LIST - MAGNOLIA OAKS - 3-1-12

### MEMORANDUM



**DATE:** March 1, 2012

**TO:** Post Office, Napa County Assessor's Office,  
Napa City Police Dept., PG&E, Comcast Cable, SBC West,  
California Highway Patrol, Napa County Fire/Cal Fire, Napa County GIS,  
City of St. Helena Police Dept., Fire Dept. & Water Dept.

**FROM:** Kathy Andre, Building Permit Technician  
Building Department

**RE:** Additional Address Change  
**Copy:** File

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This is a corrected list. Please note that Lot 31 should be 256 Rosebud Lane.

APN # 009 431 032

Subdivision Name: Magnolia Oaks:

The City has approved the request and it should take effect immediately.

Thank you.