

Exhibit K
Form of Landowner's Indemnification

Declarant and each Owner shall indemnify, defend and hold harmless Napa County, the City of Napa, and their respective elected and appointed councils, boards, commissions, officers, agents, employees, volunteers and representatives (collectively, "Local Agency") from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death or physical property damage (including inverse condemnation) and from any and all claims, demands and actions in law or equity (including attorneys' fees and litigation expenses) (collectively, "Claims") by any Person or entity, directly or indirectly arising or alleged to have arisen out of or in any way related to the Declarant's or Owner's use of the Property or its breach of any of Declarant's or Owner's obligations under this Declaration, including, without limitation, any actions or inactions by Declarant or Owner or its contractors, subcontractors, agents, or employees or by any one or more persons directly or indirectly employed by or acting as an agent for Declarant or Owner or any of their respective contractors or subcontractors in connection with the construction or improvement of the Property or the performance of their obligations hereunder. Notwithstanding the foregoing, the indemnification obligations arising under this Section [XX] shall not include Claims to the extent arising from (1) the gross negligence or willful misconduct of Local Agency, or their respective contractors, subcontractors, agents or employees, or by any one or more persons directly or indirectly employed by or acting as an agent for Landowner or any of Landowner's contractors or subcontractors; (2) the maintenance, use or condition of any improvement or portion of the Property after the time it has been dedicated to and accepted by the Local Agency or another public entity or agency or utility service provider (except as provided in an improvement agreement or warranty bond); or (3) any public use easements for water and sewer services after the time such public use easements have been accepted by the Local Agency of Napa Sanitation District (except as provided in an improvement agreement or warranty bond).

Declarant's and each Owner's indemnity obligations under this Declaration arising prior to the expiration, termination or assignment of this Declaration shall survive such expiration, termination or assignment. Declarant and each Owner responsible for Claims under this Indemnity shall timely pay all costs incurred by Local Agency in defending any such Claims or challenges, and Landowner shall be solely responsible to pay, in a timely manner and on Local Agency's behalf any and all awards of money damages, attorney fees and court costs against Local Agency.