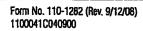
Aurelien Roulin 620 Trancas St. Napa, CA 310-614-3493 Land Use Notification Package for APN 038-190-008



GUARANTEE



First American Title Insurance Company



SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

- Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
- Notwithstanding any specific assurances which are provided in Schedule A
 of this Guarantee, the Company assumes no liability for loss or damage
 by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description (set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or nonjudicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A), (C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A), (C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is

adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of

CLTA Property Owner's Notice Guarantee

LIABILITY: \$1,000.00

ORDER NO.: LU003899-099-

FEE: \$250.00

YOUR REF:

First American Title Insurance Company

a Corporation, herein called the Company, .

GUARANTEES

COUNTY OF NAPA

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

- 1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule Anor with respect to the validity, legal effect or priority of any matter shown therein.
- 2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated: December 20, 2013 at

First American Title Insurance Company

Dennis J. Gilmore

President

Timothy Kemp Secretary

SCHEDULE A

PROPERTY OWNER'S NOTICE GUARANTEE

That, according to the last equalized "Assessment Roll" in the Office of the Napa County Tax Assessor -

- a. The persons listed as "Assessed Owner" are shown on the assessment roll as owning real property within 300 feet of the property identified on the assessment roll as Assessor's Parcel Number 038-190-008-000.
- b. The Assessor's Parcel Number and any addresses shown on the assessment roll are attached hereto.

APN 038 170 006 000 Rosemary S Hafeli 447 Seymour St Napa, CA 94559

APN 038 170 007 000 Michael D Imfeld & Mayen Sheuh Po Box 5234 Napa, CA 94581 APN 038 170 008 000 Jana Rae Sanguinetti 2023 Big Ranch Rd Napa, CA 94558

APN 038 190 007 000
MASTERS CAPITAL NAPA LLC
38 N Almaden Blvd #1120
San Jose, CA 95110

APN 038 190 008 000 Mark S Haberger Tr Etal 2046 Big Ranch Rd Napa, CA 94558-2403

APN 038 190 009 000 Patricia S Haberger Tr 2056 Big Ranch Rd Napa, CA 94558-2403

APN 038 190 017 000 Raymond E Anderson Tr 2066 Big Ranch Rd Napa, CA 94558-2403 APN 038 190 018 000 Richard N & Cynthia A Brockmeyer Tr 2060 Big Ranch Rd Napa, CA 94558-2403 APN 038 190 019 000 US SMALL BUSINESS ADMINISTRAION 400 N Tustin Ave Ste 125 Santa Ana, CA 92705-3836

APN 038 190 020 000 NAPA CITY OF Po Box 660 Napa, CA 94559 APN 038 691 008 000 Scott J & Samantha L Lloyd 20 Catania Ct Napa, CA 94558

APN 038 691 009 000 Tarig O & Rima N Azruei 79 Catania Ln Napa, CA 94558

APN 038 691 010 000 Jesus M & Elizabeth A Prado 75 Catania Ln Napa, CA 94558

APN 038 691 011 000 Patrick J Andress 71 Catania Ln Napa, CA 94558 APN 038 692 001 000 Carol L Raguz Tr 78 Catania Ln Napa, CA 94558

APN 038 692 002 000
QUEEN OF THE VALLEY HOSPITAL
OF NAPA CA
1000 Trancas St
Napa, CA 94558

APN 038 692 003 000 Tyson J & Jennifer M Rippey 72 Catania Ln Napa, CA 94558

APN 038 692 004 000 F Joseph & Ann S Schmitt Tr 4007 Thistle Hill Ct Sugar Land, TX 77479

APN 038 692 005 000 Scott K & Robin E Rose Tr 54 Catania Ln Napa, CA 94558 APN 038 692 006 000 Fred J & Patricia M Scholz 48 Catania Ln Napa, CA 94558

APN 038 692 007 000 Nathan Llywellyn & Heley Tierney Tr 122 Garden Valley Ct Napa, CA 94558 APN 038 692 008 000 Ronald E & Suzanne Y McAllister 126 Garden Valley Ct Napa, CA 94558-7001

APN 038 692 009 Ian & Jill Leverton Tr 131 Garden Valley Ct Napa, CA 94558

APN APN APN
APN APN

