

INTERNAL CHECKLIST

Date of Decision:	1-11-14
Last day to file Notice of Intent to Appeal	1-15-14
Date Ntc of Intent to Appeal filed with Clerk:	1-10-14
Last day to File Appeal Packet	1-27-14
Date Appeal Packet filed with Clerk	1-15-14
Last day to hold hearing on Appeal:	4-15-14

Notice of Intent to Appeal:

- ☒ a. Identification of the name of permit involved;
- ☒ b. Date of the decision being appealed;
- ☒ c. Name, address, and telephone number of the appellant;
- ☒ d. Filing fee. Effective 10/13/12 to 10/13/13 - \$408.00; effective 10/13/13 - \$416.00.¹

☒ Notice of Intent to Appeal is Complete ☐ Notice of Intent to Appeal is Incomplete

g gong 1/13/14
Attorney's initial and date

DDL 1-10-14
Paralegal's initial and date

Please bring this Internal Checklist back to County Counsel when Appeal Packet is filed.

¹ See Policy Manual sections 80.037, 110.025, and 140.116.

Appeal Packet Form:

- X a. Name and address of the permittee or subject of the decision being appealed;
- X b. Name and address of the appellant, if different;
- X c. Identification and date of the decision being appealed, including identification of the permit or decision involved;
- X d. Identification of the specific factual or legal determination of the approving authority which is being appealed, and the basis for such appeal;
- X e. If the basis of the appeal is, in whole or in part, an allegation of prejudicial abuse of discretion on the part of the approving authority, that there was a lack of a fair and impartial hearing, or that there were no facts presented to the approving authority that support the decision, such grounds of appeal and the factual or legal basis for such grounds must be expressly stated; **[Do not need to determine adequacy of factual or legal basis.]**
- X f. If the decision appealed from involves real property, the Appeal Packet shall contain the following, in addition to above:
- X 1) A title insurance company report issued no earlier than six months prior to the date of the decision being appealed that certifies, by name, address and assessor's parcel number, the owners of all real property located within three hundred feet of any real property which is the subject of the appeal;
- X 2) A copy of the assessor's map book pages current as of the date of the decision being appealed that shows all real property which is the subject of the appeal and all properties in the property owner's list described in subsection (f).
- X g. Clerk of the Board to calculate Appeal Processing Fee and Cost of Record on Appeal.

☒ Appeal Packet is Complete

☐ Appeal Packet is Incomplete

g. Bong 1/17/14
Attorney's initial and date

Dee 1-16-14
Paralegal's initial and date

PROCEDURAL APPEAL CHECKLIST
(Napa County Code Chapter 2.88)

I. NOTICE OF INTENT**1. Timing for filing Notice of Intent to Appeal:**

- a. The clerk must receive the Notice of Intent to Appeal and accompanying fee within ten working days of the Date of Decision. The ten day period is calculated as follows:
 - i) Decision made at public hearing. If the decision was made at the conclusion of a noticed public hearing, the first day of the ten day period shall be the day following the day on which the decision was made.
 - ii) Decision made without a public hearing. If the decision was made without a public hearing, the Date of Decision is five calendar days following the date of mailing the Notice of Decision. The Notice of Decision shall indicate the date of mailing.
- b. If the Notice of Intent to Appeal is filed by electronic mail or facsimile within the ten working day filing period, filing fees and estimated costs must be received by the clerk within the ten working day filing period.

2. The Notice of Intent to Appeal shall include all of the following:

- a. Identification of the name of permit involved;
- b. Date of the decision being appealed;
- c. Name, address, and telephone number of the appellant;
- d. The fee for filing a Notice of Intent to Appeal as established by resolution of the board of supervisors, and the estimated cost for preparation of the record as determined by the clerk.

3. Determination of the adequacy of the Notice of Intent to Appeal. Original Notice of Intent to Appeal returned to Clerk of the Board along with checklist.**II. APPEAL PACKET****1. Timing for filing Appeal Packet:**

The clerk must receive the Appeal Packet plus two copies and accompanying fees within ten working days from the final day of the period for filing the Notice of Intent to Appeal.

2. The Appeal Packet shall include all of the following:

- a. Name and address of the permittee or subject of the decision being appealed;

- b. Name and address of the appellant, if different;
- c. Identification and date of the decision being appealed, including identification of the permit or decision involved;
- d. Identification of the specific factual or legal determination of the approving authority which is being appealed, and the basis for such appeal;
- e. If the basis of the appeal is, in whole or in part, an allegation of prejudicial abuse of discretion on the part of the approving authority, that there was a lack of a fair and impartial hearing, or that there were not facts presented to the approving authority that support the decision, such grounds of appeal and the factual or legal basis for such grounds must be expressly stated; **[Do not need to determine adequacy of factual or legal basis.]**
- f. If the decision appealed from involves real property, the Appeal Packet shall contain the following, in addition to above:
 - i) A title insurance company report issued no earlier than six months prior to the date of the decision being appealed that certifies, by name, address and assessor's parcel number, the owners of all real property located within three hundred feet of any real property which is the subject of the appeal;
 - ii) A copy of the assessor's map book pages current as of the date of the decision being appealed that shows all real property which is the subject of the appeal and all properties in the property owner's list described in subsection (f).

III. FINAL REVIEW OF APPEAL PACKET

- 1. Determination of the adequacy of the Notice of Appeal and Appeal Packet.
 - a. Provide entire packet with checklist to Attorney for final review.
 - b. Adequacy determination may be provided to Clerk of the Board only after:
 - Attorney has initialed check list; and
 - Expiration of the ten working day filing period.

IV. HEARING

- 1. The clerk shall schedule a hearing to commence before the board at a regular or special meeting of the board held not less than **fifteen** nor more than **ninety calendar days** after the final day of the period for filing the appeal packet. If the appeal is required by state or federal law or county regulations other than this chapter to be held within a shorter period than that set forth in Code Section 2.88.080(A), the ninety-day period shall be reduced to the maximum number of days that may expire under such law or regulation before the appeal must be heard.



A Tradition of Stewardship
A Commitment to Service

NAPA COUNTY CLERK OF THE BOARD'S OFFICE
1195 Third Street, Suite 310, Napa, California, 94559
(707) 253-4421

ORIGINAL

RECEIVED

JAN 15 2014

COUNTY OF NAPA
EXECUTIVE OFFICE

APPEAL PACKET FORM

(Chapter 2.88.050 of Napa County Code)

Please submit original plus two (2) copies of the entire Appeal Packet, including this form.

TO BE COMPLETED BY APPELLANT

(Please type or print legibly)

Appellant's Name: Frank and Karen Altamura / Altamura Vineyards and Winery

Telephone #: (707) 253-2000 Fax #: (707) 255-3937

E-Mail Address: altamurawinery@aol.com

Mailing Address: P.O. Box 3209 Napa CA 94558
No. Street City State Zip

Status of Appellant's Interest in Property: Project Applicant
project applicant, adjacent property owner, other (describe)

Action Being Appealed: Denial of Certificate of Occupancy for winery

Permittee Name: Altamura Vineyards and Winery

Permittee Address: 1701 Wooden Valley Road

Permit Number: #B98-00096 Date of Decision: 1/6/14

Nature of Permit or Decision: See attached letter from County (rec'd 1/6/14)

Reason for Appeal (Be Specific - If the basis of the appeal will be, in whole or in part, that there was a prejudicial abuse of discretion on the part of the approving authority, that there was a lack of a fair and impartial hearing, or that no facts were presented to the approving authority that support the decision, **factual or legal basis for such grounds of appeal must be expressly stated or they are waived.** *(attach additional sheet if necessary)*: County required that certain matters be addressed with winery following preliminary injunction in order to obtain CO. All items have been addressed by Permittee and approved by County, but County will not issue (see attached).

Project Site Address/Location: 1701 Wooden Valley Road, Napa, CA 94558
Street City State Zip

Assessor's Parcel No.: 033-070-045

If the decision appealed from involves real property, the Appellant must also submit the original and two copies of 1) Title Insurance Report and 2) Assessor's Map Book Pages pursuant to County Code Section 2.88.050(B).

[Signature] 1-13-14 Frank C Altamura
Signature of Appellant Date Print Name

TO BE COMPLETED BY CLERK OF THE BOARD

Appeal Packet Fee \$ 527.08 Receipt Nos. 851910
Received by: [Signature] Date: 1/15/2014



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Planning, Building & Environmental Services

1195 Third Street, Suite 210
Napa, CA 94559
www.countyofnapa.org

Pete Parkinson
Interim Director

Michael T. Carlson

Geary, Shea, O'Donnell, Grattan & Mitchell, P.C.
37 Old Courthouse Square, 4th Floor
Santa Rosa, CA 95404

Re: Issuance of Certificate of Occupancy for Permit #B98-00096

Dear Mr. Carlson,

You have asked the County of Napa to issue a Certificate of Occupancy (CO) for a portion of the construction authorized under Building Permit # B98-00096, issued in 1998. This building permit authorizes construction of a single structure with a winery on the first floor and a residence on the second floor. Construction of the building shell and the winery is substantially complete. The residence portion of the building, which is contained entirely within the building shell, is not complete and currently at the framing stage based on the last inspection of the area. You have asked the County to issue a CO only for the winery portion of the building.

The County will not issue a CO for a portion of a building while other work authorized under the building permit remains uncompleted. If your client does not wish to complete construction of the residence at this time, his option is to modify Building Permit B98-00096 to delete that portion of the work. Revised plans would be required to show the changes. Once the permit is modified, County staff will inspect the building and issue a CO provided that the building conforms with the code and the approved plans. If your client wishes to complete construction of the residence in the future, a new building permit would be required. This subsequent permit would be subject to the codes in effect at the time the application is filed.

The decision of the Building Official in this matter may be appealed to the Board of Supervisors in accordance with the provisions of Chapter 2.88 of the Napa County Code. However, due to the recent changes to the Code, this type of decision will be no longer be appealable to the Board of Supervisors once the changes to the Code become effective on January 16, 2014. Failure to file such an appeal on or before January 15, 2014, shall constitute an irrevocable waiver of the right to an administrative hearing and final adjudication of the Building Official's order.

Sincerely,

A handwritten signature in dark ink, appearing to read "Darrell Mayes".

Darrell Mayes
Chief Building Official
Planning, Building and Environmental Services
1195 Third Street, Suite 210
NJapa, CA 94559

Planning Division
(707) 253-4417

Building Division
(707) 253-4417

Engineering & Conservation
(707) 253-4417

Environmental Health
(707) 253-4471

Parks & Open Space
(707) 259-5933

Attachment 1 to Appeal Packet Form
In Re: Altamura Vineyards and Winery (#B98-00096)

Summary of Claims.

Napa County (hereinafter "County") has sued Frank and Karen Altamura and Carlice, LLC ("Altamura") related to defendants' use and occupancy of a winery and wine cave on their property. The County alleges that they are in violation of County codes and, therefore, the winery and cave are unsafe for any use. The structure on the premises consists of the downstairs winery building ("Winery Building") and upstairs residence. Though tied to the same building permit (#B98-00096) the Winery Building and residence are entirely separate and apart from one another and the Winery Building has passed all County inspections and is fit for occupancy. Since the County filed its lawsuit, the Altamuras have cooperated with the County and taken all necessary steps to bring both the Winery Building and wine cave up to code in order to secure such Certificates of Occupancy. This appeal is limited to the Winery Building and does not yet involve the wine cave as it is expected that a final Certificate of Occupancy will issue for the cave prior to any hearing before the Board of Supervisors.

The Altamuras have completed extensive work on the Winery Building and is now code compliant. They have complied with all of the County's demands and both the Winery Building and wine cave are safe for occupancy. Thus, by the County's own admission, the Winery Building can no longer pose a safety threat to the public as it has alleged in the past. Although the County should have taken the final ministerial step of issuing the Certificate of Occupancy for the Winery Building, it is refusing to do so, relying on a new requirement altogether that the Altamuras must complete construction of the separate, upstairs residential portion of the structure before it will issue the Certificate of Occupancy on the Winery Building.

At no time during the court proceedings commenced or any time during which the work was being performed by the Altamuras since April 2013, and despite working closely with the County, has anybody at the County raised this issue. The County cannot be permitted to "move the goal posts" so late in the game, after defendants have expended significant resources, and have the Preliminary Injunction remain in place simply because it is now unreasonably refusing to issue the Certificates of

Occupancy based on an unfounded position.

TCO Issued for Winery Building.

On April 29, 2013, the County issued a TCO for the Winery Building for production purposes only. The TCO was approved for ninety (90) days.

On August 8, 2013, County Counsel requested that the Altamuras submit another written request to Chief Building Official, Darryl Mayes, if they intended to continue to use the Winery Building for production purposes. On August 22, 2013, defendants submitted such a request to Mr. Mayes to extend the TCO in order to gain additional time to complete the punch-list items previously provided by the County in order to receive a final Certificate of Occupancy for the Winery Building. The Altamuras' request stated, in part: ***"We wish to extend our TCO which was granted on April 29, 2013 in order to complete the work necessary for our Certificate of Occupancy Final.*** This TCO is for parcel # 033-070-045 and building permit #B98-00096." The Altamuras never heard back from the County regarding this request, but nevertheless proceeded to complete the necessary work mandated by the County.

On November 13, 2013, the Altamuras received a letter from Mr. Mayes summarizing all of the above, and further stating that it was his understanding that an "oral extension" was granted for an additional ninety (90) day extension of the TCO, from the date of its expiration. He then draws the conclusion that the TCO (as extended) expired on October 26, 2013 and that under Napa County Code section 15.08.070(B), temporary occupancy of a structure is only permitted for one hundred eighty (180) days; that time has passed; no further extensions of the TCO can be granted; and that all use of the Winery Building must immediately cease. A copy of that letter is attached.

Since April 2013, the County has inspected the TCO related work on the Winery Building and during that most recent inspection on November 19, 2013, Marcus Johnson (Building Inspector II for the County) indicated that all of the work had been completed on the Winery Building and that he would submit the matter to Mr. Mayes for issuance of the Certificate of Occupancy. Since that same date, the Altamuras have made several inquiries to the County to obtain the final Certificate of Occupancy, but the County has refused to issue one inasmuch as the County is now taking the position, for the very first time, that the upstairs, detached residence must be completed in order to obtain a final Certificate of

Occupancy for the Winery Building. On January 6, 2014, Mr. Mayes issued a letter confirming the County's position that it refuses to issue a Certificate of Occupancy for the Winery Building unless and until the "other" work is completed on the Residence. A copy of that letter is attached.

The County's reason for withholding the Certificate of Occupancy is baseless.

The County's position is without merit and is simply the latest of a series of roadblocks designed to prevent the Altamuras from operating their business. There is no authority that prevents the County from issuing a Certificate of Occupancy on a completed portion of a structure. And in fact, the California Building Code Section 111.2 specifically contemplates it as follows:

"Certificate issued. After the building official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner.
4. ***A description of that portion of the structure*** for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. The name of the building official.
7. The edition of the code under which the permit was issued.
8. The use and occupancy, in accordance with the provisions of Chapter 3.
9. The type of construction as defined in Chapter 6.
10. The design occupant load.
11. If an automatic sprinkler system is provided, whether the sprinkler system is required.
12. Any special stipulations and conditions of the building permit."

Further, the Altamuras have complied with Napa County Building Code Section 15.08.070

“Final inspection requirements.

A. No new building shall be occupied and no permanent electrical service connection to a new structure shall be provided until:

1. The building is completed as approved;
2. All conditions of any applicable development permit are satisfied;
3. All applicable zoning, planning, environmental, public works and fire official requirements have been met; and
4. The final building inspection of the building permit is approved.

B. Notwithstanding subsection (A) of this section, temporary occupancy of a structure shall be permitted, upon securing the approval of the building official in writing, for a maximum of one hundred and eighty days. The building official shall grant such an approval only if he or she determines that operable electrical, water, toilet and sewer facilities serve the building.”

The State Fire Marshall – Code Enforcement Division even contemplates issuance of certificate of occupancies on portions of buildings as set forth in the Certificate of Occupancy Guidelines:

“Occupiable in part – These are buildings or structures with complete life safety systems that have a portion of their area completed and are in compliance with all applicable codes and ordinances. Site and off-site requirements must be constructed installed, and accepted for the portion being granted a Certificate of Occupancy. This would include but not be limited to fire department access, parking, and accessibility to the proposed use.”

The Altamuras have complied with all of the County’s requirements to bring the Winery Building up to code after spending much time and resources. The Winery Building has passed all County inspections and essentially has been “finaled.” But now, the County has added a new requirement – this is not permitted inasmuch as the County exercised its discretion in placing the requirements on defendants and approving the Altamuras’ compliance with those requirements. The County no longer had discretion to deny issuing the Certificate of Occupancy and if it does, it is an abuse of discretion to withhold it from the Altamuras.

Thompson v. City of Lake Elsinore (1993) 18 Cal.App.4th 49 is instructive here. In *Thompson*,

plaintiff “complied with all the appropriate building codes, regulations and requirements in completing her renovation” and Lake Elsinore issued a “Final Inspection Okay” on the project. Lake Elsinore, just as here, withheld the issuance of a certificate of occupancy for the building for reasons unrelated to the safety and compliance of the structure at issue. *Id.* The court explained that because the City of Lake Elsinore had already exercised its discretion during the building permit process, it had no discretion to refuse to perform the purely ministerial duty of issuing the occupancy permit. The court noted that “[o]nce a building permit has been issued, it cannot be de facto revoked by the simple expedient of never issuing the certificate of occupancy.” 18 Cal.App.4th at 58.



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A Commitment to Service

Planning, Building & Environmental Services

1195 Third Street, Suite 210
Napa, CA 94559
www.countyofnapa.org

Pete Parkinson
Interim Director

November 13, 2013

Frank Altamura
P.O. Box 3209
Napa Valley, CA 94558

Conor J. Massey, Attorney
Gaw Van Male, Counselors at Law
1000 Main Street, Napa, CA 94559

Subject: Expired Temporary Certificate of Occupancy, 1700 Wooden Valley Road, Altamura Winery
B98 -00096, APN# 033-070-045

Dear Mr. Altamura:

On April 29, 2013, I granted a temporary certificate of occupancy (TCO) for the winery building located at 1700 Wooden Valley Road (Winery). The TCO was specific to the use of the ground floor of the Winery for production purposes only. The TCO was approved for ninety days (July 28, 2013).

On August 8, 2013, Deputy County Counsel Carrie Gallagher notified your previous attorney that the TCO expired. Ms. Gallagher requested that a written request be sent directly to me if you were planning to continue to use of the Winery for production purposes only.

On August 22, 2013, you provided a written request to extend the Winery's TCO. This request was routed to all divisions of the County's Planning, Building and Environmental Services Department. It is my understanding that an oral extension was granted for an additional ninety day extension of the TCO, from the date of its expiration.

The Winery's TCO expired on October 26, 2013. Pursuant to Napa County Code section 15.08.070(B) temporary occupancy of a structure shall be permitted for a maximum of one hundred and eighty days. Unfortunately, one hundred and eight days has passed and I am unable to grant any further extensions of a TCO for the Winery.

Therefore, you must immediately cease the use of the Winery until you receive a final certificate of occupancy. Please do not hesitate to contact me or Ms. Gallagher if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Darrell Mayes".

Darrell Mayes
Chief Building Official

Cc: Carrie Gallagher, Deputy County Counsel



First American Title

Property Owner's Notice Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5022800-1264

Guarantee

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a California corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Guarantee shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. 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.
2. 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 non-judicial 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 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

CLTA Property Owner's Notice Guarantee

LIABILITY: \$1,000.00

ORDER NO.: LU003837-099-

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 A or 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: August 22, 2013 at

First American Title Insurance Company



A handwritten signature in black ink, appearing to read "Dennis J. Gilmore".

Dennis J. Gilmore
President

A handwritten signature in black ink, appearing to read "Timothy Kemp".

Timothy Kemp
Secretary

SCHEDULE A
PROPERTY OWNER'S NOTICE GUARANTEE

1. 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 033-070-045-000.
- b. The Assessor's Parcel Number and any addresses shown on the assessment roll are attached hereto.

APN 033 070 010 000
Jean L Hill Tr
10 Palermo Ct
Sacramento, CA 95828

APN 033 070 038 000
Charles Wagner Tr
Po Box 3209
Napa, CA 94558-0320

APN 033 070 039 000
Charles Wagner Tr
Po Box 3209
Napa, CA 94558-0320

APN 033 070 044 000
ALTAMURA FARMS LLC
Po Box 3209
Napa, CA 94558-0320

APN 033 070 045 000
CARLICE LLC
Po Box 3209
Napa, CA 94558-0320

APN 033 070 046 000
CARLICE LLC
Po Box 3209
Napa, CA 94558-0320

APN 033 070 047 000
Jeffrey A Miller & Beryl Sosnick
1755 Wooden Valley Rd
Napa, CA 94558-9617

APN 033 380 001 000
KENZO ESTATE INC
8999 Wild Horse Valley Rd
Napa, CA 94558

APN

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GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

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 loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option

to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606**



First American Title

Form No. 110-1262 (Rev. 9/12/08)
1100041C040900

GUARANTEE



First American Title Insurance Company



1006203-

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. *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.
2. *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.: LU003837-099-

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 A or 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: August 22, 2013 at

First American Title Insurance Company



A handwritten signature in black ink, appearing to read "Dennis J. Gilmore".

Dennis J. Gilmore
President

A handwritten signature in black ink, appearing to read "Timothy Kemp".

Timothy Kemp
Secretary

SCHEDULE A
PROPERTY OWNER'S NOTICE GUARANTEE

1. 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 033-070-045-000.
- b. The Assessor's Parcel Number and any addresses shown on the assessment roll are attached hereto.

APN 033 070 010 000
Jean L Hill Tr
10 Palermo Ct
Sacramento, CA 95828

APN 033 070 038 000
Charles Wagner Tr
Po Box 3209
Napa, CA 94558-0320

APN 033 070 039 000
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APN 033 380 001 000
KENZO ESTATE INC
8999 Wild Horse Valley Rd
Napa, CA 94558

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loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000

or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707.

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Napa, CA 94558

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APN 033 070 039 000
Charles Wagner Tr
Po Box 3209
Napa, CA 94558-0320

APN 033 070 046 000
CARLICE LLC
Po Box 3209
Napa, CA 94558-0320

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APN



APN 033 070 010 000
Jean L Hill Tr
10 Palermo Ct
Sacramento, CA 95828

APN 033 070 038 000
Charles Wagner Tr
Po Box 3209
Napa, CA 94558-0320

APN 033 070 039 000
Charles Wagner Tr
Po Box 3209
Napa, CA 94558-0320

APN 033 070 044 000
ALTAMURA FARMS LLC
Po Box 3209
Napa, CA 94558-0320

APN 033 070 045 000
CARLICE LLC
Po Box 3209
Napa, CA 94558-0320

APN 033 070 046 000
CARLICE LLC
Po Box 3209
Napa, CA 94558-0320

APN 033 070 047 000
Jeffrey A Miller & Beryl Sosnick
1755 Wooden Valley Rd
Napa, CA 94558-9617

APN 033 380 001 000
KENZO ESTATE INC
8999 Wild Horse Valley Rd
Napa, CA 94558

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**First American Title
Company of Napa**

ORDER NO: T0014916-

PRELIMINARY REPORT

FIRST AMERICAN TITLE INSURANCE COMPANY

First American Title Company of Napa

1700 Second Street, Suite 120 • P.O. Box 388

Napa, CA 94559

Phone: (707) 254-4500 • Fax: (707) 226-9346

Property Address:

1701 Wooden Valley Road
Napa California

Assessor's Parcel Number:

033-070-045

Buyer/Borrower:

Carlice, LLC

Direct Title Inquiries to:

Sharon M. Aaron

Email: Aaron

Phone: (707) 254-4500

Carlice, LLC

Carlice, LLC

Carlice, LLC

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

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of August 8, 2013 at 7:30 A. M.

By: _____

Authorized Signatory



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

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

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

**CARLICE, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY**

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

A FEE

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

1. General and special taxes and assessments for the fiscal year 2013-14, a lien not yet due or payable.
2. Supplemental Taxes pending, a lien but not yet due or payable.
Assessors Parcel # : 033-070-045
Assessment # : 995-087-886
Event date: : ----
Notice date: : ----
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Any rights, interests or easements which exist, or are claimed to exist, over any portion of said land lying within unnamed creek.
5. An easement for pole line and incidental purposes in the document recorded June 23, 1948 as Book 292 at page 82 of Official Records.

The location of the easement cannot be determined from the public record.

Terms and provisions contained in the above document.

6. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded February 26, 1970 as Book 824 at page 44 of Official Records.
7. The terms and provisions contained in the document entitled "Agreement" recorded December 27, 1977 as Book 1064 at page 304 of Official Records.



**First American Title
Company of Napa**

8. An easement for utilities transmission and incidental purposes, recorded January 30, 1997 as Series Number 1997-0002154 of Official Records.

The location of the easement cannot be determined from the public record.

Terms and provisions contained in the above document.

9. Any rights, interests or claims which may exist or arise by reason of the following matter(s), as shown on the map entitled, "Parcel Map of the Lands of Frank C. & Karen Lee Altamura" filed November 17, 1997 in Book 22 of Parcel Maps at page(s) 26-29, in the office of the County Recorder of said Napa County:

- a) Terms, conditions and provisions as set forth on said map regarding:

- (1) Premises being adjacent to agricultural property.
- (2) Sewage systems.
- (3) Water supplies.
- (4) Building sites, boundaries and access roads
- (5) Secondary residential dwellings.
- (6) Ground disturbance restrictions.
- (7) Soil coverage restrictions.
- (8) Compliance with geotechnical report.

10. The merger and consolidation of underlying lots, parcels or portions thereof, pursuant to Section 1093 of the California Civil Code, as contained in the Lot-line Adjustment deed recorded January 25, 1999 as Series Number 1999-0002432 of Official Records.

11. A deed of trust to secure an original indebtedness of \$2,800,000.00 recorded March 16, 2012 as Series Number 2012-0007012 of Official Records.

Dated	:	February 22, 2012
Trustor	:	FRANK C. ALTAMURA and KAREN L. ALTAMURA, as Trustees of the Altamura 2004 Family Trust Under Declaration of Trust Dated December 14, 2004
Trustee	:	FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California Corporation
Beneficiary	:	FIRST REPUBLIC BANK
Loan No.	:	17-475829-8

12. A deed of trust to secure an original indebtedness of \$1,700,000.00 recorded March 16, 2012 as Series Number 2012-0007013 of Official Records.

Dated	:	February 22, 2012
Trustor	:	FRANK C. ALTAMURA and KAREN L. ALTAMURA, as Trustees of the Altamura 2004 Family Trust, Under Declaration of Trust Dated December 14, 2004
Trustee	:	FIDELITY NATIONAL TITLE INSURANCE COMPANY
Beneficiary	:	FIRST REPUBLIC BANK
Loan No.	:	17-480511-5



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13. A document entitled "Assignment of Leases" recorded March 16, 2012 as Series Number 2012-0007014 of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust recorded March 16, 2012, as Series Number 2012-0007012 of Official Records.
14. A document entitled "Specific Assignment, Subordination, Non-Disturbance and Attornment Agreement" recorded March 16, 2012 as Series Number 2012-0007015 of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust recorded March 16, 2012, as Series Number 2012-0007012 of Official Records.
15. A document entitled "Assignment of Leases" recorded March 16, 2012 as Series Number 2012-0007018 of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust recorded March 16, 2012, as Series Number 2012-0007013 of Official Records.
16. Water rights, claims or title to water, whether or not shown by the Public Records.
17. Rights of parties in possession.
18. Any lien or right to a lien for services, labor or material, as disclosed by Supplemental Taxes pending, Assessment No(s). 995-087-886.
19. Prior to the issuance of any policy of title insurance, the Company will require:

With respect to CARLICE, LLC, a limited liability company:

- a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, that a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) be recorded in the public records;
 - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
 - d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, that such document or instrument be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such document must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
20. The lack of a right of access to and from the land.

NOTE: Access to the herein described land is currently by ownership of adjoining lands. No separate access easement has been recited of record for this property, nor can any valid easements be created at this time due



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***First American Title
Company of Napa***

to merger under common ownership. Upon transfer of any individual parcel from common ownership, appropriate access easements will need to be granted and/or reserved.

- END OF EXCEPTIONS -



**First American Title
Company of Napa**

ORDER No: T0014916-

LEGAL DESCRIPTION

The land referred to in this report is situated in the unincorporated area of County of Napa, State of California, and is described as follows:

Commencing at the northwesternmost corner of "Parcel One" as shown on Map No. 2908 entitled "Parcel Map of a Portion of the Lands of Doris W. Johnson" filed July 12, 1977 in Book 8 of Parcel Maps, at page 100, in the Office of the County Recorder of said Napa County, said Point of Commencement being the intersection of a stone wall delineating the northern line of said "Parcel One" with the western fence line, as shown said Map No. 2908; thence along said western fence line S21°32'56"E 1,245.50 feet to the Point of Beginning, said Point of Beginning lying on a northwesterly prolongation of the southwestern line of "Parcel Two" as shown on Map No. 4987 entitled "Parcel Map of the Lands of Frank C. and Karen Lee Altamura" filed November 17, 1997 in Book 22 of Parcel Maps, at pages 26-29, in the Office of County Recorder of said Napa County; said Point of Beginning also lying 200.00 feet from the northwest corner of said "Parcel Two" of Map No. 4987; thence leaving said prolongation of said southwestern line and said western fence line N58°26'52"E 873.50 feet; thence N78°11'16"E 692.96 feet to a 1/2 inch iron rod and cap marked "LS 3107" as shown on Map No. 2299 entitled "Parcel Map of a portion of property of William R. Johnson" filed November 27, 1972 in Book 4 of Parcel Maps, at page 66, in the Office of the County Recorder of said Napa County; thence along a southwestern line of "Parcel B" as shown on said Map No. 2299, S24°54'49"E 446.32 feet to a 1/2 inch iron rod and cap marked "LS 3107"; thence along a southeasterly line of said "Parcel One" of said Map No. 2908 S65°22'10"W 399.24 feet to the northeasternmost corner of "Parcel Two" of said Map No. 4987; thence leaving said southeasterly line of "Parcel One" along the lines of said "Parcel Two" of Map No. 4987 S33°25'01"E 1,541.32 feet; thence S81°21'20"W 1,526.26 feet to said southwestern line of "Parcel Two" of Map No. 4987; thence along said southwestern line of "Parcel Two" and said northwesterly prolongation N21°32'56"W 1,600.00 feet to the Point of Beginning.

All bearings in this description have been rotated onto the same Basis of Bearings as said Map No. 4987.

APN 033-070-045



**First American Title
Company of Napa**

ORDER No: T0014916-

Information Notes:

- a. General and special taxes and assessments for the fiscal year 2012-2013.
 - First Installment : \$17,388.70 Paid
 - Second Installment : \$17,388.70 Paid
 - Tax Rate Area : 72080
 - A. P. No. : 033-070-045
- b. Access to the herein described land is currently by ownership of adjoining lands. No separate access easement has been recited of record for this property, nor can any valid easements be created at this time due to merger under common ownership. Upon transfer of any individual parcel from common ownership, appropriate access easements will need to be granted and/or reserved.
- c. The Assessor's Parcel Number(s), if any, contained in the legal description herein, are for quick identification purposes only, and are not a part of the actual legal descriptions.
- d. Any statement regarding the acreage of the herein described land contained within the legal description in this report is derived from the public record and is for recorded deed purposes only. The Policy of Title Insurance contemplated by this report provides no insurance with respect to acreage and no acreage statement will appear within the legal description of such policy.
- e. The County Recorder may charge an additional \$20.00 recording fee, if not provided with a "Preliminary Change of Ownership Report" Form, for each Deed to be recorded. The purchaser is responsible for completing and signing this form.
- f. Before an escrow can close, or funds placed in a Savings Account, the Seller must furnish a Taxpayer Identification Number to us so that we can file an IRS Form 1099S or its equivalent, with the Internal Revenue Service. This procedure is required by Section 6045 of the Internal Revenue Code.
- g. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

esn

exn

08/22/13

MF/sc

1cc: FIRST AMERICAN TITLE COMPANY, 627 College Ave, Santa Rosa, CA 95404 - Leslie Hanes via email lhane@firstam.com



**First American Title
Company of Napa**

ORDER NO: T0014916-

WARNING:

The map attached, if any, may or may not be a survey of the land depicted hereon. First American disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

CLICK HERE FOR MAP

Included are the documents that you (or someone on your behalf) requested. As required by Section 12956.1(b) of the Government Code, please take note of the following:

If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

If this cover page is a copy which has been sent by facsimile, e-mail or other form of electronic transmission, please note that in the original of this page the above notice is printed in 18-point boldface type.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 U.S.C. §3604(c).



**First American Title
Company of Napa**

ORDER NO: T0014916-

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



**First American Title
Company of Napa**

Form No. 1068-1 (Rev. 06/17/06)

ORDER NO: T0014916-

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

**1. CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990**

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

2. CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on the Land
 - e. Land division
 - f. environmental protection

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

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

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

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

For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

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

3. AMERICAN LAND TITLE ASSOCIATION

RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records
 - on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A
 - OR
 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;

- (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
 - e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
 6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
 7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

5. 2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

- (a) created, suffered, assumed, or agreed to by the Insured Claimant;
- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

- (a) a fraudulent conveyance or fraudulent transfer, or
- (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

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

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

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
- 4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- 3. Easements, claims of easement or encumbrances which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. Unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.
- 6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

7. 2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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

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

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:

- (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting In no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
 5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
 6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
 7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
 8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of Interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
 9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

Appeal Fee Schedule Worksheet - For staff use

Notice by Mail

Labor		Cost		Total
<input checked="" type="checkbox"/> Required	100 addresses or less	\$54.00	<input type="checkbox"/>	* 54.00
required -choose one *	101 to 400 addresses	\$108.00	<input type="checkbox"/>	* _____
	Over 400 addresses	\$162.00	<input type="checkbox"/>	* _____
Costs associated with Notice by Mail	80.51/address		<input checked="" type="checkbox"/>	4.08

Notice by Publication

Cost of publication in newspaper		\$253.00	<input checked="" type="checkbox"/>	253.00
Costs associated with Notice by Publication		\$54.00	<input checked="" type="checkbox"/>	54.00
Preparation of Agenda		\$54.00	<input checked="" type="checkbox"/>	54.00
Court Reporter per diem (if requested)	Example; Public Hearing Min. fee \$300.00-transcripts \$6.50/page		<input type="checkbox"/>	

Cost of Record on Appeal

Labor				
required-choose one *	250 pages or less	\$108.00	<input type="checkbox"/>	* 108.00
	Over 250 pages	\$162.00	<input type="checkbox"/>	* _____
Duplication of Record	See Sec. 160.010	\$2.50 first 5 pages .107 page thereafter	<input type="checkbox"/>	_____
Transcript Cost	See Clerk of the Board*	\$9.00 per 200 words	<input type="checkbox"/>	
Maps and special needs		Actual Cost	<input type="checkbox"/>	

Fees

Appeal to Board of Supervisors based on Record or De Novo	\$408.00 (Effective 10/13/12)	<input checked="" type="checkbox"/>	\$ 527.08
	\$416.00 (Effective 10/13/13)	<input type="checkbox"/>	\$ 416.00 - pd #602

Grand Total

I understand the breakdown of the fees charged.

Kent Dyer
Signature

Amount Received
Balance Due

1/15/2014
Date

943.08
416.00
\$ 527.08

*A listing of actual fees charged by certified court reporters and transcriptionists utilized by the County shall be maintained by the Clerk of the Board of Supervisors and made available upon request. Average cost over last three years \$911 per transcript, (as of 1/2010)

20752

LAW OFFICES OF
GEARY, SHEA, O'DONNELL, GRATTAN & MITCHELL, P.C.
 A PROFESSIONAL CORPORATION
 37 OLD COURTHOUSE SQUARE, 4TH FLOOR
 SANTA ROSA, CALIFORNIA 95404
 TELEPHONE (707) 545-1660
 FAX (707) 545-1876

PAY AMOUNT OF	DATE	TO THE ORDER OF	DESCRIPTION	CHECK NUMBER	CHECK AMOUNT
Five hundred and twenty eight dollars and eight cents	1/15/14	Napa County	Appeal Processing / Cost of Recorder Appeal	20752	\$ 527.08

GEARY, SHEA, O'DONNELL, GRATTAN & MITCHELL, P.C.

C. St. John - P. Mills

EXCHANGE BANK
 545 4TH STREET
 SANTA ROSA, CA 95401

11020752 11211019851 1010047700

DATE 1/15/2014		No. 851910	
RECEIVED FROM <i>Geary, Shea, O'Donnell, Grattan, Mitchell</i> \$527.08			
<i>Five hundred twenty eight 08/100</i> DOLLARS			
FOR RENT		FOR	
Altamira Appeal		B98 - 00096	
Serial of 617900			
ACCOUNT	PAYMENT	BAL. DUE	BY <i>Reilly</i>

RECEIPT

COUNTY ASSESSOR'S PARCEL MAP
CHIMILES RANCHO

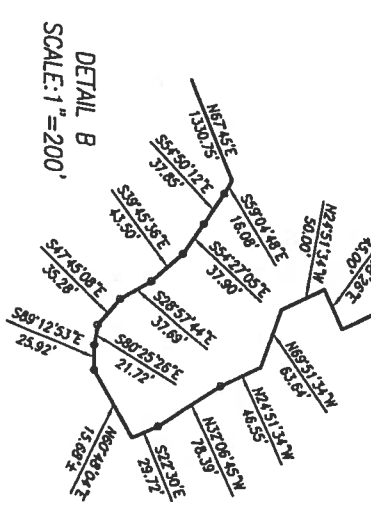
Tax Area Code
72080

JAN 11 2013
33-07

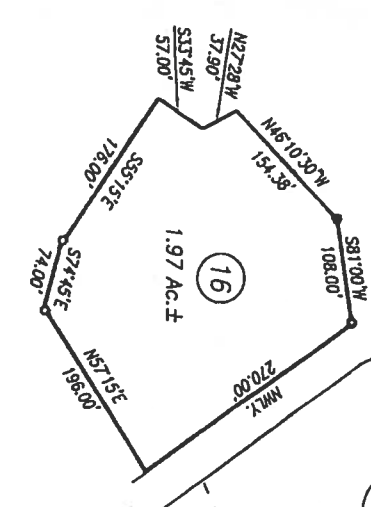
1.	N26°13'04"W	99.22'	76.	R=450'	L=202.25'
2.	N31°55'50"W	100.46'	77.	N50°01'13"W	197.84'
3.	N26°13'04"W	21.44'	78.	N2°02'47"W	121.18'
4.	R=1970'	L=291.01'	79.	S89°13'19"W	48.81'
5.	N34°35'43"W	143.63'	80.	S70°03'29"W	262.38'
6.	R=1050'	L=332.49'	81.	S73°58'32"W	215.28'
7.	N16°09'36"W	45.34'	82.	S85°45'06"W	322.17'
8.	R=970'	L=52.03'	83.	S47°15'E	158.40'
9.	N7°42'07"E	268.23'	84.	N22°45"W	121.44'
10.	N70°12'26"E	159.01'	85.	N86°00"W	48.18'
11.	N29°28'02"W	20.15'	86.	S70°15"W	132.00'
12.	N54°12'58"E	155.60'	87.	N70°15'E	132.00'
13.	N50°18'58"E	162.00'	88.	N73°00'E	214.50'
14.	N27°08'02"E	40.00'	89.	N85°30'E	313.50'
15.	N67°43'20"W	255.00'			
16.	N22°16'40"W	105.00'			
17.	N87°43'20"E	349.21'			
18.	S22°16'40"E	432.66'			
19.	R=970'	L=290.75'			
20.	R=970'	L=148.16'			
21.	S45°04'27"E	8.08'			
22.	R=1030'	L=283.75'			
23.	S29°17'23"E	81.69'			
24.	S17°47'02"E	51.00'			
25.	S29°23'03"E	110.10'			
26.	S18°57'43"E	28.62'			
27.	S78°07'48"W	70.67'			
28.	N55°17'37"W	82.37'			
29.	S21°04'E	19.60'			
30.	S77°37'55"E	49.32'			
31.	S23°33'4"E	70.95'			
32.	S43°34'10"W	53.90'			
33.	S18°57'43"E	12.13'			
34.	S30°44'21"E	90.35'			
35.	R=402'	L=150.19'			
36.	S32°32'45"E	133.95'			
37.	R=773'	L=238.58'			
38.	S50°33'48"E	207.89'			
39.	R=470'	L=211.25'			
40.	S24°48'38"E	17.97'			
41.	S72°56'21"W	321.09'			
42.	S50°42'50"W	324.92'			
43.	S24°48'38"E	219.07'			
44.	R=720'	L=165.79'			
45.	S11°37'03"E	171.72'			
46.	R=1080'	L=157.21'			
47.	S19°37'28"E	220.67'			
48.	S21°41'48"E	101.72'			
49.	N89°42'E	162.50'			
50.	N57°18'E	243.06'			
51.	N29°48'E	102.01'			
52.	N51°32'38"E	131.74'			
53.	N29°41"W	15.82'			
54.	S65°48'49"W	477.98'			
55.	S57°52'30"W	399.65'			
56.	S23°18'E	279.33'			
57.	S38°13'13"W	548.58'			
58.	S01°14'53"W	201.64'			
59.	N82°46"W	115.27'			
60.	S59°14"W	105.07'			
61.	S36°12'34"W	178.85'			
62.	S8°42'1"W	205.08'			
63.	R=1546'	L=270.13'			
64.	S05°50'35"E	395.12'			
65.	R=1130'	L=233.78'			
66.	S21°41'48"E	230.31'			
67.	S21°36'30"E	89.79'			
68.	S19°52'10"E	271.43'			
69.	R=1130'	L=164.49'			
70.	S11°31'45"E	171.72'			
71.	R=670'	L=154.28'			
72.	S24°54'48"E	446.32'			
73.	N54°30'24"W	316.76'			
74.	N82°20'29"W	225.44'			
75.	N24°18'36"W	237.04'			



DETAIL A
SCALE: 1"=200'



SCALE
1"=200'



070-46 & 47 LLA 12-30-09
070-13 RS 7-2-03
070-48 & 49 LLA 8-5-04
070-03 RS 12-27-04
070-49 RS 3-2-05
070-50 & 51 LLA 9-28-12
REVISION DATE

1956-c2

33-07

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

DEC 14 2001
33-38
33-04
Tax Area Code

1.	58°49.55'E	23.09'	46.	N05°21'10"W	122.34'
2.	N11°1'E	158.60'	47.	N0°30.52"W	121.15'
3.	N07°26'E	224.00'	48.	N0°11'01"W	66.74'
4.	N02°03'E	245.00'	49.	R-500'	L=166.22'
5.	N°13°1'E	225.00'	50.	S06°09'E	
6.	N05°48'E	175.00'	51.	S07°41'E	180.00'
7.	N2°250'E	186.00'	52.	S°6°45"W	245.00'
8.	N0°22'E	348.00'	53.	S°1°20"W	240.20'
9.	N°13°42'E	180.00'	54.	S08°45"W	170.00'
10.	N10°32"W	159.00'	55.	S01°49'E	135.00'
11.	N45°22"W	176.00'	56.	S17°43'E	270.00'
12.	N01°28"W	395.00'	57.	S15°38'E	122.60'
13.	N2°746"W	239.00'	58.	S08°22'E	104.00'
14.	N5°1°22"W	281.00'	59.	S12°34'E	225.00'
15.	N°2°55"W	149.00'	60.	S14°54'E	102.00'
16.	N18°01'E	114.00'	61.	S09°31'E	163.00'
17.	N48°24'E	91.00'	62.	S12°00"W	225.00'
18.	S1°42°27"W	14.93'	63.	S08°12"W	173.00'
19.	R=25'	L=56.47'	64.	S40°32"W	128.58'
20.	N62°24°31"W	116.32'	65.	S°1°55"W	167.50'
21.	R=200'	L=77.66'	66.	S0°237'E	206.84'
22.	N48°39°21"W	167.20'	67.		
23.	N16°54°05'E	164.84'	68.	S72°49'E	70.93'
24.	N18°51'E	87.92'	69.	S18°20'E	59.65'
25.	S01°30'E	112.37'	70.	S07°47"W	78.13'
26.	R=550'	L=249.58'	71.	S10°00'E	100.57'
27.	N°2°30"E	86.80'	72.	S16°30'E	75.30'
28.	R=275'	L=94.95'	73.	S16°38'E	123.97'
29.	N02°41'E	9.14'	74.	S1°32'E	52.52'
30.	R=175'	L=84.55'	75.	S21°39'E	152.52'
31.	N00°24'E	82.21'	76.	S23°42'E	125.78'
32.	R=350'	L=82.87'	77.	S°0°33'E	91.99'
33.	N66°50'E	7.11'	78.	S16°62'E	125.62'
34.	R=650'	L=122.82'	79.	S51°06'E	93.27'
35.	R=400'	L=60.04'	80.	S53°42'E	98.69'
36.	N46°43'E	5.83'	81.	S02°55"E	84.41'
37.	R=123'	L=191.80'	82.	S27°37"W	88.83'
38.	N01°13°W	238.11'	83.	S15°48"W	90.14'
39.	R=450'	L=151.65'	84.	S2°40'E	67.78'
40.	N1°54°W	33.02'	85.	S02°46"W	20.15'
41.	N16°59.53"W	170.68'	86.	S70°58'E	21.34'
42.	R=600'	L=248.64'			
43.	N05°44°44"W	230.05'			
44.	N05°13°23"W	250.23'			
45.	N05°11°02"E	50.18'			

7-12-83	
6-3-88	
380-07 COC	6-20-01
380-08 & 09 COC	6-20-01
REVISION	DATE

