

# Greenfield Sullivan

MEETING

NOV 6 2013

AGENDA ITEM  
NO. 9C

## San Francisco Office

Greenfield Sullivan Draa & Harrington LLP  
150 California Street, Suite 2200  
San Francisco, CA 94111  
Phone: (415) 283-1776  
Fax: (415) 283-1777

## San Jose Office

Greenfield Sullivan Draa & Harrington LLP  
55 S. Market Street, Suite 1500  
San Jose, CA 95113  
Phone: (408) 995-5600  
Fax: (408) 995-0308

November 1, 2013

[www.greenfieldsullivan.com](http://www.greenfieldsullivan.com)

Respond to:

Maureen A. Harrington  
[mharrington@greenfieldsullivan.com](mailto:mharrington@greenfieldsullivan.com)  
San Francisco Office

Sean Trippi  
Principal Planner  
Napa County Planning Building & Environment Services Dept.  
1195 Third Street, Suite 210  
Napa, CA 94559

Re: Objection to Woolls Ranch Winery Use Permit

Dear Mr. Trippi:

I represent Patricia Butler Simpson, the owner of the real property commonly known as 3674 Redwood Road, Napa, California, APN 035-010-014 (the "Simpson Property"). The Simpson Property adjoins the lots owned by Woolls Ranch LLC, and which are contemplated for development. The current residents of the Simpson Property are Mrs. Simpson's daughter and son-in-law, Jacqueline and Paul Shikowitz.

The purpose of this letter is to outline the objections that Mrs. Simpson has to the proposed use permit. The proposed use (1) interferes with specifically granted water rights held by Mrs. Simpson and which are the subject of a recorded easement and (2) requires the use of Mrs. Simpson's property for the expansion of an existing driveway and for which there are no express easement rights in favor of Woolls Ranch LLC.

By way of background, the Simpson Property and the property owned by Woolls were held by the Pieratt family since the 1800s. Following the death of Mrs. Simpson's father, Clarence Pieratt, Mrs. Simpson received title to the Simpson Property. The remaining lots, held by Mrs. Simpson's mother and sister, were sold to Woolls. Since the 1800s, the Simpson Property had received all of its water (for residential and agricultural use) from the parcel that is now Lot 54. Given the common family ownership, the water use was not the subject of any formal agreement.

Following the sale to Woolls Ranch LLC, litigation ensued over the water rights to which Mrs. Simpson and the Simpson Property were entitled. The litigation was settled with a formal Settlement Agreement and the execution and recordation of an "Amended Water Easement Agreement", a copy of which is attached as Exhibit 1.

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The Amended Water Easement Agreement specifically provides that "Grantors [Woolls Ranch LLC] may not interfere with or take any action which will decrease the flow or quality (within legal limits) of water to Grantee's Property." (Exhibit 1 at ¶7.) The Simpson Property has already experienced diminishment of its water supply during the summer months this year, causing them to have to truck in water to fill their tanks on four occasions. This is unusual, since their residence is the only residence presently drawing water from the main spring on Lot 54. In addition, Mr. and Mrs. Shikowitz have observed truckloads of water being delivered to the Woolls Ranch property six days a week over the course of three months this summer on what appeared to be an hourly basis. This extensive water delivery led them to conclude that the wells drilled on Lot 54 are already inadequate for the needs of the Woolls Ranch venture, or one or more of the wells has run dry. Since water supply has already been impacted without the operation of a commercial winery and event location, there appears little doubt that the use proposed for Lot 54 would negatively impact the water supply to the Simpson Property in violation of the Amended Water Easement Agreement.

In addition, a portion of the driveway that serves the Woolls Ranch property is located on Mrs. Simpson's Property. As clearly indicated in the Amended Water Easement Agreement at ¶13, Woolls Ranch LLC does not hold any easement over the Simpson Property: "Nothing herein shall be construed as constituting or granting any easement over Grantee's Property in favor of Grantor, and the parties hereby agree that no such easement exists." There is no easement, and certainly not one that would allow the extensive improvements and traffic proposed by the use permit application.

The driveway over the corner of the Simpson Property was historically used primarily for access to the small residences located on Lots 17 and 58 and not for any commercial purposes [see County Assessor's Parcel Map attached as Exhibit 2]. At most, Woolls Ranch has an implied easement for ingress and egress for residential use over the existing driveway, and no easement for commercial traffic or commercial signage. The proposed use would vastly expand the driveway use, both in size and traffic, with extensive changes and improvements. This includes guard rails, concrete shortwalls, and creation of turnout lanes. The area where the proposed "deceleration lane" is to be located is part of a shale hillside on the Simpson Property and the proposed use could degrade or damage the Simpson Property. Woolls Ranch also proposes putting multiple signs on the Simpson Property to advertise their tasting room and winery. These uses are not allowed by any implied easement, or by any historic use of the easement.



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All of the uses of the driveway over the Simpson Property that are proposed by the Winery Use Permit benefit Lot 54, where the winery and related facilities are to be built. The Deed for Lot 54 contains no easement at all across the Simpson Property. (See Exhibit 3 hereto, the Grant Deed from Edith Pieratt [Mrs. Simpson's late mother] to Woolls Ranch LLC.) The expansion of a roadway easement in the manner proposed by Woolls Ranch LLC to benefit new business ventures and an additional parcel of land is not allowed under California law. "Regardless of how it was created, a roadway easement cannot be used to benefit additional persons who are not in title or possession of the dominant tenement, and if the easement is appurtenant to one parcel at the time it is created, it cannot be used subsequently to benefit another parcel of property." (6 Miller & Starr, Cal. Real Estate 3d, §15.59.)

Moreover, the significant expansion in use from limited residential traffic to commercial and heavy agricultural use is also not allowed. Even assuming Woolls Ranch had an easement, "[o]nce the easement has been used for a reasonable time, the extent of its use is established by the past use. Thereafter, its owner cannot make changes in its use that would substantially modify or increase the burden of the servient tenement." (6 Miller & Starr, Cal. Real Estate 3d, §15.56.) The driveway over the Simpson Property has never been used for commercial traffic or heavy agricultural use such as that involved in the operation of a winery and event facility, and the law bars an increase in use at this late date.

In addition to infringing upon the property rights of Mrs. Simpson, the expanded use of the driveway could expose her and her family to liability claims arising from the increased use and commercial traffic. Mrs. Simpson objects to her property being used without her consent for a commercial driveway and advertising space.

Mrs. Simpson will be represented at the hearing by the undersigned counsel and her daughter. Please do not hesitate to contact me with any questions or requests for additional information.

Very truly yours,

A handwritten signature in black ink, appearing to read "Maureen A. Harrington", with a stylized flourish at the end.

MAUREEN A. HARRINGTON

Enclosures

cc: Brian Russell, Esq. (via email to [brussell@aklandlaw.com](mailto:brussell@aklandlaw.com) and U.S. Mail)

# Exhibit 1





2009-0000654

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Patricia Simpson  
c/o Maureen A. Harrington, Esq.  
McGrane Greenfield LLP  
One Ferry Building, Suite 220  
San Francisco, CA 94111

Recorded	REC FEE	44.00
Official Records	FAX FEE	15.00
County of	PHOTOWORK	25.00
Napa		
JOHN TUTEUR		
Assessor-Recorder-Cou		
	EV	
02:43PM 12-Jan-2009	Page 1 of 13	

## AMENDED WATER EASEMENT AGREEMENT

THIS AMENDED WATER EASEMENT AGREEMENT (the "Agreement") is made this 28<sup>th</sup> day of November, 2008, by and between WOOLLS RANCH LLC, by PAUL WOOLLS and BETTY WOOLLS ("Grantors"), and PATRICIA SIMPSON, Trustee of the PATRICIA DEE BUTLER FAMILY TRUST ("Grantee").

A. Grantors are the owners of certain real property located at 1032 Mt. Veeder Road, Napa, County of Napa, State of California ("Grantors' Property"), and more particularly described in Exhibit A attached hereto.

B. Grantee is the owner of certain real property located at 3674 Redwood Road, Napa, County of Napa, State of California ("Grantee's Property"), and more particularly described in Exhibit B attached hereto.

C. Water for the residence located on Grantee's Property is supplied by springs and pipeline located on Grantors' Property. The access route from Grantee's Property to the springs is located on Grantors' Property.

D. Grantee desires to acquire and Grantors desire to grant certain rights in Grantors' Property as further described in this Agreement.

E. The location and legal description of the springs and access route which are the subject of this Agreement are described in Exhibit C attached hereto. In addition, a map showing the location of the springs and access route is shown on Exhibit D attached hereto. The parties acknowledge that more than one spring exists on Grantors' Property, but the provisions of this Agreement only apply to the springs identified in Exhibits C and D. The route of the pipeline is not precisely known for its entire distance, and the route is not described on Exhibit C or shown on Exhibit D.

*Signed in counterparts*

F. A certain "Water Easement Agreement" was entered into between Grantor and Edyth Pieratt, Trustee of the Pieratt Family Trust, and recorded in the Official Records of Napa County on January 31, 2007, as instrument no. 2007-0003323 (the "First Water Easement"), which First Water Easement is entirely superseded by this instrument and shall no longer be of any force and effect.

## **AGREEMENT**

1. Grant of Easement. Grantors hereby grant to Grantee an easement, subject to the terms of this Agreement.

2. Character of Easement. The easement granted in this Agreement is appurtenant to Grantee's Property.

3. Description of Easement. The easement granted in this Agreement is an easement (a) to take and use water from the springs located on Grantors' Property for "Authorized Use" (as defined below), subject to the restrictions in Paragraph 4 of this Agreement; (b) to maintain, use, repair, and replace the pipeline (with pipe of the size currently used (¾ inch) and in its current location) from the springs to Grantee's Property, including, without limitation, vents, valves, gauges, meters, and tanks; (c) to maintain, use, and repair the springs; and (d) the right of ingress and egress over and across Grantors' Property to the extent necessary to use and access the springs, the pipeline, and the area immediately surrounding the spring.

4. Authorized Use Defined. The "Authorized Use" for which water is to be furnished to Grantee's Property under the easement granted in this Agreement consists of (a) the usual household uses of a single-family residence not to exceed four bedrooms and three bathrooms in size; (b) the usual household uses of a "second unit" as permitted by and conforming to the ordinances and regulations of the County of Napa in effect as of the date of this Agreement, not exceeding 1500 square feet as measured from the inside of the inside of the exterior walls; (c) the watering of household pets, including but not limited to dogs and cats; (d) the adequate watering of landscaping connected with and within thirty (30) feet of the single-family residence or the second unit; (e) the filling of up to two 2,000 gallon water tanks, or such tanks as are required to meet Napa County ordinances and laws; (f) the watering of up to two horses; and (g) the watering of cattle or other livestock, not to exceed sufficient water for 12 head of cattle.

5. Restrictions on Use. The water provided for Grantee's Property under this Agreement shall not be used for any of the following purposes: (a) any development of a vineyard, winery, or other grape growing enterprise; (b) any water supply to any buildings or landscaping located on Grantee's Property resulting from the subdivision of Grantee's Property into smaller parcels for any purpose; or (c) commercial development.

6. Development of Water Source on Grantee's Property. If any well or water source is developed on Grantee's Property, the amount of water furnished to Grantee's Property under this Agreement shall be decreased in direct proportion to the amount of water extracted from the well or water source on Grantee's Property.



7. No Guaranty as to Quantity or Quality. Grantors cannot and do not make any guaranty concerning the quantity or quality of water agreed to be furnished under this Agreement or concerning the continuing availability of water except as herein expressly provided. Grantee understands and hereby acknowledges that Grantors are not a public utility, are not guarantying any specific quantity or quality of water, are the sole owners of the springs and all waters underlying Grantors' Property, and Grantors have agreed to furnish water to Grantee's Property only in accordance with the terms of this Agreement. Notwithstanding the foregoing, Grantors may not interfere with or take any action which will decrease the flow or quality (within legal limits) of water to Grantee's Property.

8. Maintenance and Repair. Grantee shall clean and maintain the springs from which water is drawn for Grantee's Property, and shall be solely responsible for maintaining, repairing, and replacing the pipeline extending from the springs to Grantee's Property.

9. Term. The easement granted in this Agreement shall be a perpetual easement, unless Grantee elects in writing to cease taking any water from the spring and contributing to maintenance and repair as provided in this Agreement.

10. Capital Improvements. Any capital improvements made to the springs and appurtenances thereto shall require the written consent of Grantors and Grantee, which consent shall not be unreasonably withheld. The parties specifically agree that withholding consent based on considerations of cost of improvements is reasonable. If there is consent to a capital improvement, Grantors and Grantee shall share equally the cost of the capital improvement. Grantors and Grantee consent to the installation of meters to document the amount of water flowing from the springs, and the amount of water flowing through the pipeline to Grantee's Property. Grantee or Granter may make capital improvements to the pipeline without being required to obtain the others consent, if done at their sole cost and expense.

11. Payment for Water. Grantee shall not be required to make payments for water furnished pursuant to this Agreement.

12. Receipt on Grantee's Land. At Grantee's own cost and expense, Grantee shall receive the water furnished at the property line separating Grantors' Property and Grantee's Property and shall make such provision for its distribution and use on the Grantee's Property as Grantee may desire and which is in accord with the Authorized Use specified in Paragraph 4 of this Agreement.

13. No Easement Over Grantee's Property. Nothing herein shall be construed as constituting or granting any easement over Grantee's Property in favor of Grantor, and the parties hereby agree that no such easement exists.

14. Attorney Fees. If any action or proceeding arising out of or relating to this Agreement is brought by any party, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney

fees, costs, and expenses incurred in the action or proceeding by the prevailing party as set by the court or arbitrator.

15. Notices. Any notice under this Agreement shall be in writing and shall be deemed to be properly given if personally delivered or mailed to the parties at the following addresses:

Grantors: Woolls Ranch LLC  
670 Oakville Cross Road  
P.O. Box 436  
Oakville, California 94562

Grantee: Patricia Simpson, Trustee  
3674 Redwood Road  
Napa, California 94558

With a copy to:  
Maureen A. Harrington, Esq.  
McGrane Greenfield LLP  
One Ferry Building, Suite 220  
San Francisco, California 94111

The parties may change their addresses by giving written notice of the change to the other party in the manner provided in this Paragraph. If hand delivered, notices shall be deemed given on the date of delivery. If sent by mail, notices shall be deemed given five calendar days after the date of posting.

16. Integration. This Agreement and the attached exhibits constitute the entire agreement from Grantors' Property to Grantee's Property. Any other prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement, including the First Water Agreement, are of no force and effect. Any future amendments to this Agreement shall be of no force or effect unless in writing and signed by Grantors and Grantee.

17. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

18. Headings. The headings of the Articles and Paragraphs of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

19. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantors and Grantee.



20. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Grantor:

WOOLLS RANCH LLC

By: \_\_\_\_\_  
Paul Woolls  
Its Member

By: \_\_\_\_\_  
Betty Woolls  
Its Member

Grantee:

THE PATRICIA DEE BUTLER FAMILY TRUST


By: Patricia Dee Simpson  
Patricia Dee Simpson  
Its Trustee

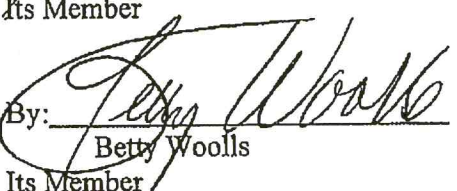
20. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Grantor:

WOOLLS RANCH LLC

By:   
Paul Woolls  
Its Member

By:   
Betty Woolls  
Its Member

Grantee:

THE PATRICIA DEE BUTLER FAMILY TRUST

By: \_\_\_\_\_  
Patricia Dee Simpson  
Its Trustee



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Napa

On November 28th, 2008 before me, Lee Richard Gibson, Notary Public

personally appeared Patricia Dee Simpson

Here Insert Name and Title of the Officer

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

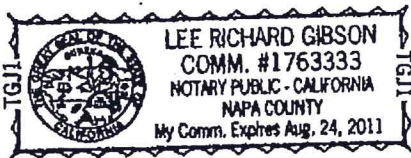
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above



## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Amended Water Easement Agreement

Document Date: November 28th, 2008

Number of Pages: 5

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Napa

On 12/16/2008 before me, Jeanette Cheeseman  
Date Here Insert Name and Title of the Officer

personally appeared Paul Woolfs  
Name(s) of Signer(s)

Betty Woolfs

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature

Jeanette K Cheeseman  
Signature of Notary Public

OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

## Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

## Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
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EXHIBIT A

(Description of Grantors' Property  
1032 Mt. Veeder Road, Napa)

All that certain real property situate, lying, and being in the County of Napa, State of California, and bounded and described as follows, to wit:

Commencing at the most Easterly corner of the 29.40 acre tract of land conveyed by Mrs. Mary Pieratt to Wm. B. Pieratt by deed dated November 27, 1909 and of record in Liber 97 of Deeds, page 411, Napa County Records; thence along the Northeasterly line of said tract North 39 degrees West 13.00 chains to a marked post in a fence on top of a ridge, at the most southerly corner of the 1.25 acre tract secondly described in a deed from Mrs. Mary Pieratt to Wm. B. Pieratt dated March 16, 1920, and of record in Liber 128 of Deeds, page 271, Napa County Records; thence along the Northeasterly boundary of said 1.25 acre tract North 19 1/2 degrees West 5.96 chains to a sandstone set in the ground and marked with an X; thence North 45 1/4 degrees West 4.90 chains to a point in the bed of a small creek at the most easterly corner of the 12.40 acre tract first described in said deed last above mentioned; thence along the boundary of said 12.40 acre tract North 45 1/4 degrees West 7.27 chains to a stone set in the ground on top of a ridge and marked XX; thence South 40 degrees West 15.30 chains to an iron stake driven in the ground at the most Westerly corner of said 12.40 acre tract, said corner being the Northerly boundary line of the 4.00 acre tract deeded by W.B. Pieratt, Sr., to G.P. Benkiser by deed dated May 8, 1899, and recorded July 29, 1914 in Liber 109 of Deeds, page 497, Napa County Records; thence along an old fence on the Northerly boundary of said 4.00 acre tract as follows: North 80 1/4 degrees West 1.04 chains; North 56 degrees West 1.00 chains; North 25 1/4 degrees West 3.28 chains; North 41 degrees West 1.09 chains; North 30 1/2 degrees West 1.44 chains; North 30 1/2 degrees West 1.44 chains; North 5 1/4 degrees West 50 links to an old madrone stump on the Easterly bank of the North branch of the Napa Creek at the Northwestern corner of said 4.00 acre tract; thence North 1 1/3 degrees East 75 links to a point in the middle of said North branch of Napa Creek; thence up the middle of said creek as follows: North 36 degrees West 83 links; North 84 1/4 degrees West 1.60 chains; South 82 1/4 degrees West 1.24 chains; North 62 degrees West 75 links; North 30 1/4 degrees West 1.50 chains; North 45 3/4 degrees East about 1.60 chains; and to the Southeasterly line of the 3 1/2 acre tract of land purchased by W.B. Pieratt from G.P. Benkiser, by deed dated May 8, 1899, and of record in Liber 55 of Deeds, page 387, Napa County Records; thence Southwesterly along the Southeasterly line of said 3 1/2 acre tract to the middle of the County Road running up the said North branch of Napa Creek; thence Northwesterly along the middle of said road about 900 feet to the most Westerly corner of said 3 1/2 acre tract on the Northwestern line of Subdivision H of a large tract of land purchased by Otto H. Frank from Herman Wohler by deed dated March 20th, 1852, and recorded in Liber B of Deeds, page 160, Napa County Records; thence along the said Northwesterly line of Subdivision H, North 34 degrees 51 minutes East 51.60 chains

EXHIBIT A

to the most Northerly corner of said Subdivision H which is also the Northwesterly corner of land formerly known as the J. R. McCoombs tract; thence along a fence dividing the land herein described from said McCoombs tract, South 30 1/4 degrees East 57.28 chains to a stake and mount of stones at the Southwest corner of said McCoombs tract; thence South 85 1/2 degrees East 4.60 chains to the Northwest corner of a tract of land formerly owned by S. Broadhurst; thence South 25 degrees 37 minutes East about 22.00 chains to the middle of the main branch of Napa Creek; thence up the middle of said creek, following its meanderings to a point from which the point of beginning bears South 63 degrees West 1.10 chains distant; thence South 63 degrees west 1.10 chains to the place of beginning, containing 240 acres of land, more or less.

SUBJECT to the right of RONALD EUGENE PIERATT, aka EUGENE PIERATT, to take water from existing springs for the benefit of Napa County Assessor's Parcels numbered 35-010-55-00 and 35-010-56-00, which right is appurtenant to said parcels.

SUBJECT also to the right of RONALD EUGENE PIERATT to enter upon the land for the purpose of cleaning, servicing, repairing, and maintaining the existing pipes used in connection with the transportation of water from said springs to the properties for which said water shall be appurtenant.

035-010-054

EXHIBIT B

(Description of Grantee's Property  
3674 Redwood Road, Napa)

COMMENCING at the north post of a gate in the fence along the westerly side of the County Road running up the main branch of Napa Creek through the land of Mrs. Mary Pieratt, from which post the southwest corner of the bridge of said creek bears north 63° east 57 feet distant; thence from said gate post north 39° west 22.45 chains to the middle of a small creek; thence down said small creek following its meanders to its junction with said Napa Creek; thence down the middle of said Napa Creek with its meanders to the point where the westerly boundary of said Mrs. Mary Pieratt's land intersects said creek; thence in the continuation of said Westerly line of Mrs. Mary Pieratt north 30° west about 1.50 chains to the northerly line of said county road; and thence easterly along the northerly line of the road about 14.00 chains to the place of the beginning.

EXCEPTING THEREFROM that portion thereof southerly of the centerline of said county road.

Reserving, however, to the grantor a right of way for road and utility purposes and all uses usually incidental thereto, over the triangular parcel at the most Western Corner of the tract above described. The Eastern line of which triangle is approximately 250 feet in length and its coterminous with the existing fence on the Eastern side of the existing roadway. This reserved right of way is declared to be appurtenant to the property of the grantor immediately Northwest of the tract hereby conveyed.

035-010-014

EXHIBIT B



EXHIBIT C

LEGAL DESCRIPTION

CENTERLINE 20' WIDE ACCESS EASEMENT OVER  
APN 035-010-054 TO SPRING BOX

Commencing at the intersection of an existing road with the northeastern line of the second tract of land described in the deed to William B. Pieratt, recorded March 16, 1920 in Book 128 of Deeds at page 271, Napa County Records, said point being distant North 20°09'13" West 394.79 feet and North 46°59'30" West 222.42 feet from the most southerly corner thereof, thence along the centerline of said existing road North 9°19'35" East 66.43 feet, North 19°38'19" East 66.79 feet, North 34°37'34" East 158.01 feet, North 5°47'18" East 82.12 feet, North 25°26'11" East 83.96 feet, North 17°48'34" East 33.74 feet, North 29°31'28" East 138.63 feet, North 18°59'44" East 88.75 feet, North 54°54'37" East 88.94 feet and North 63°20'44" East 59.87 feet to a point hereinafter referred to as Point "A".

The sidelines of this easement to be shortened or extended to provide a continuous strip of land.

SPRING BOX EASEMENT ON APN 035-010-054

Commencing at Point "A" herein above described; thence North 26°39'16" West 10.00 feet to the TRUE POINT OF BEGINNING; thence continuing North 26°39'16" West 25.00 feet; thence South 63°20'44" West 30.00 feet; thence South 26°39'16" East 25.00 feet; thence North 63°20'44" East 30.00 feet to the true point of beginning.

Containing 750 square feet

END OF DOCUMENT

EXHIBIT D

# PLAT OF ACCESS AND SPRING BOX EASEMENTS

OVER

A.P.N. 035-010-054

NAPA COUNTY, CALIFORNIA

PREPARED BY:



**MICHAEL W. BROOKS & ASSOCIATES, INC.**

*Professional Land Surveyors*

Suite 03 Vintage 1870 Yountville, CA 94599 (707) 944-8743

JANUARY 2007

DWG: 40825BOX.DWG

SHEET 1 OF 1



SCALE: 1" = 100'

A.P.N. 035-010-054

A.P.N. 035-010-058

TRUE POINT  
OF BEGINNING

EXISTING

CONCRETE  
SPRING BOX

DETAIL N.T.S.

POINT 1A

30'

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EXHIBIT D

# Exhibit 2



[illegible]

11.	342.00%	82.00%
12.	$\pi = 270^\circ$	$\pi = 110.05^\circ$
13.	336.00%	83.00%
14.	$\pi = 320^\circ$	$\pi = 94.83^\circ$
15.	324.00%	84.00%
16.	$\pi = 310^\circ$	$\pi = 79.00^\circ$
17.	318.00%	85.00%
18.	$\pi = 300^\circ$	$\pi = 64.00^\circ$
19.	312.00%	86.00%
20.	$\pi = 290^\circ$	$\pi = 49.00^\circ$
21.	306.00%	87.00%
22.	$\pi = 280^\circ$	$\pi = 34.00^\circ$
23.	300.00%	88.00%
24.	$\pi = 270^\circ$	$\pi = 19.00^\circ$
25.	294.00%	89.00%
26.	$\pi = 260^\circ$	$\pi = 4.00^\circ$
27.	288.00%	90.00%
28.	$\pi = 250^\circ$	$\pi = -1.00^\circ$
29.	282.00%	91.00%
30.	$\pi = 240^\circ$	$\pi = -16.00^\circ$
31.	276.00%	92.00%
32.	$\pi = 230^\circ$	$\pi = -31.00^\circ$
33.	270.00%	93.00%
34.	$\pi = 220^\circ$	$\pi = -46.00^\circ$
35.	264.00%	94.00%
36.	$\pi = 210^\circ$	$\pi = -61.00^\circ$
37.	258.00%	95.00%
38.	$\pi = 200^\circ$	$\pi = -76.00^\circ$
39.	252.00%	96.00%
40.	$\pi = 190^\circ$	$\pi = -91.00^\circ$
41.	246.00%	97.00%
42.	$\pi = 180^\circ$	$\pi = -106.00^\circ$
43.	240.00%	98.00%
44.	$\pi = 170^\circ$	$\pi = -121.00^\circ$
45.	234.00%	99.00%
46.	$\pi = 160^\circ$	$\pi = -136.00^\circ$
47.	228.00%	100.00%
48.	$\pi = 150^\circ$	$\pi = -151.00^\circ$
49.	222.00%	101.00%
50.	$\pi = 140^\circ$	$\pi = -166.00^\circ$
51.	216.00%	102.00%
52.	$\pi = 130^\circ$	$\pi = -181.00^\circ$
53.	210.00%	103.00%
54.	$\pi = 120^\circ$	$\pi = -196.00^\circ$
55.	204.00%	104.00%
56.	$\pi = 110^\circ$	$\pi = -211.00^\circ$
57.	198.00%	105.00%
58.	$\pi = 100^\circ$	$\pi = -226.00^\circ$
59.	192.00%	106.00%
60.	$\pi = 90^\circ$	$\pi = -241.00^\circ$
61.	186.00%	107.00%
62.	$\pi = 80^\circ$	$\pi = -256.00^\circ$
63.	180.00%	108.00%
64.	$\pi = 70^\circ$	$\pi = -271.00^\circ$
65.	174.00%	109.00%
66.	$\pi = 60^\circ$	$\pi = -286.00^\circ$
67.	168.00%	110.00%
68.	$\pi = 50^\circ$	$\pi = -301.00^\circ$
69.	162.00%	111.00%
70.	$\pi = 40^\circ$	$\pi = -316.00^\circ$
71.	156.00%	112.00%
72.	$\pi = 30^\circ$	$\pi = -331.00^\circ$
73.	150.00%	113.00%
74.	$\pi = 20^\circ$	$\pi = -346.00^\circ$
75.	144.00%	114.00%
76.	$\pi = 10^\circ$	$\pi = -361.00^\circ$
77.	138.00%	115.00%
78.	$\pi = 0^\circ$	$\pi = -376.00^\circ$
79.	132.00%	116.00%
80.	$\pi = 350^\circ$	$\pi = -391.00^\circ$
81.	126.00%	117.00%
82.	$\pi = 340^\circ$	$\pi = -406.00^\circ$
83.	120.00%	118.00%
84.	$\pi = 330^\circ$	$\pi = -421.00^\circ$
85.	114.00%	119.00%
86.	$\pi = 320^\circ$	$\pi = -436.00^\circ$
87.	108.00%	120.00%
88.	$\pi = 310^\circ$	$\pi = -451.00^\circ$
89.	102.00%	121.00%
90.	$\pi = 300^\circ$	$\pi = -466.00^\circ$
91.	96.00%	122.00%
92.	$\pi = 290^\circ$	$\pi = -481.00^\circ$
93.	90.00%	123.00%
94.	$\pi = 280^\circ$	$\pi = -496.00^\circ$
95.	84.00%	124.00%
96.	$\pi = 270^\circ$	$\pi = -511.00^\circ$
97.	78.00%	125.00%
98.	$\pi = 260^\circ$	$\pi = -526.00^\circ$
99.	72.00%	126.00%
1		

1-23-81
10-31-90
12-26-90
12-31-00
TRA CHANGE
Q10-14,17,18 COC's
11-8-05
Q10-54 & 58 COC's
11-8-05
REVISION
DATE

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED, FIRST AMERICAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.

Assessor of Napa County  
1978  
(Replaced 1981)

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

# Exhibit 3

RECORDING REQUESTED BY:  
Napa Land Title

AND WHEN RECORDED MAIL TO:

Woolfs Ranch LLC  
670 Oakville Cross Rd., PO Box 436  
Oakville, CA 94582

2007-0003328

Recorded Official Records County of Napa JOHN TUTEUR Assessor-Recorder-Cou	REC FEE TAX	10.00 1884.00
VB 08:00AM 31-Jan-2007   Page 1 of 2		

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 613086

Escrow No.: 5301-00918-LQH

### GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

**DOCUMENTARY TRANSFER TAX is \$ 1,804.00**

☒ computed on full value of property conveyed, or

☐ computed on full value less value of liens or encumbrances remaining at time of sale.

☒ Unincorporated area ☐ City of AND

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

**Edyth M. Pieratt, Trustee of the Pieratt Family Marital Trust under Trust Agreement dated May 21, 1993**

hereby GRANT(s) to:

**Woolfs Ranch LLC, a California limited liability company**

the real property in the County of Napa, State of California, described as:

**LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT 'A' AND MADE A PART HEREOF.**

Also Known as: Mount Veeder Road, Napa, CA

AP#: 035-010-054

DATED January 24, 2007

STATE OF CALIFORNIA

COUNTY OF SONOMA

On January 25, 2007

Before me, LQ Hudson

A Notary Public in and for said State, personally appeared  
Edyth M. Pieratt

The Pieratt Family Marital Trust under Trust Agreement  
dated May 21, 1993

BY: Edyth M. Pieratt  
Edyth M. Pieratt, Trustee

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]



(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:



## END OF DOCUMENT

### EXHIBIT "A"

Commencing at the most Easterly corner of the 29.40 acre tract of land conveyed by Mrs. Mary Pieratt to Wm. B. Pieratt by deed dated November 27, 1909 and of record in Liber of Deeds, Page 411, Napa County Records; thence along the Northeasterly line of said tract North 39° West 13.00 chains to a marked post in a fence on top of a ridge, at the most Southerly corner of the 1.25 acre tract secondly described in a deed from Mrs. Mary Pieratt to Wm. B. Pieratt dated March 16, 1920 and of record in Liber 128 of Deeds, Page 271, Napa County Records; thence along the Northeasterly boundary of said 1.25 acre tract North 19° 30' West 5.96 chains to a sandstone set in the ground and marked with an X; thence North 45° 15' West 4.90 chains to a point in the bed of a small creek at the most Easterly corner of the 12.40 acre tract first described in said deed last above mentioned; thence along the boundary of said 12.40 acre tract North 45° 15' West 7.27 chains to a stone set in the ground on top of a ridge and marked XX; thence South 40° West 15.30 chains to an iron stake driven in the ground at the most Westerly corner of said 12.40 acre tract, said corner being the Northerly boundary line of the 4.00 acre tract deeded by W. B. Pieratt, Sr., to G. P. Benkiser by deed dated May 8, 1899, and recorded July 29, 1914 in Liber 109 of Deeds, Page 497, Napa County Records; thence along an old fence on the Northerly boundary of said 4.00 acre tract as follows: North 80° 15' West 1.04 chains; North 56° West 1.00 chains; North 25° 15' West 3.28 chains; North 41° West 1.09 chains; North 30° 30' West 1.44 chains; North 30° 30' West 1.44 chains; North 5° 15' West 50 links to an old madrone stump on the Easterly bank of the North branch of the Napa Creek at the Northwestern corner of said 4.00 acre tract; thence North 1° 33' East 75 links to a point in the middle of said North branch of Napa Creek; thence up the middle of said creek as follows: North 36° West 83 links; North 84° 15' West 1.60 chains; South 82° 15' West 1.24 chains; North 62° West 75 links; North 30° 15' West 1.50 chains; North 45° 45' East about 1.60 chains; and to the Southeasterly line of the 3.5 acre tract of land purchased by W. B. Pieratt from G. P. Benkiser, by deed dated May 8, 1899, and of record in Liber 55 of Deeds, Page 387, Napa County Records; thence Southwesterly along the Southeasterly line of said 3.5 acre tract to the middle of the county road running up the said North branch of Napa Creek; thence Northwesterly along the middle of said road about 900 feet to the most Westerly corner of said 3.5 acre tract on the Northwesterly line of Subdivision H of a large tract of land purchased by Otto H. Frank from Herman Wohler by deed dated March 20, 1852 and recorded in Liber B of Deeds, Page 160, Napa County Records; thence along said Northwesterly line of Subdivision H, North 34° 51' East 51.60 chains to the most Northerly corner of said Subdivision H which is also the Northwesterly corner of land formerly known as the J. R. McCoombs Tract, South 30° 15' East 57.28 chains to a stake and mound of stones at the Southwest corner of said McCoombs tract; thence South 85° 30' East 4.60 chains to the Northwest corner of a tract of land formerly owned by S. Broadhurst; thence South 25° 37' East about 22.00 chains to the middle of the main branch of Napa Creek; thence up the middle of said creek, following the meanderings to a point from which the point of beginning bears South 63° West 1.10 chains distant; thence South 63° West 1.10 chains to the place of beginning.

#### EXCEPTING THEREFROM THE FOLLOWING:

That portion thereof as described in the Grant Deed to the County of Napa, a political subdivision of the State of California recorded January 5, 1977 in Book 1021 of Official Records, at Page 505, in the Office of the County Recorder of Napa County.

APN: 035-010-054