

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into by and between Living Rivers Council (LRC) and Kongsgaard Wine, LLC (Kongsgaard)). LRC and Kongsgaard are referred to as Parties and individually as Party.

RECITALS

A. WHEREAS, on or about February 11, 2016, the Napa County Planning, Building and Environmental Services Department (Department) approved the Kongsgaard Wine LLC Atlas Peak Erosion Control Plan #P14-00069-ECPA (ECP) for the earthmoving associated with development of approximately 20.08 gross acres (+/- 14.7 net vine acres) of proposed vineyard on the property located at 4375 Atlas Peak Road in Napa, California (Property), subject to certain conditions of approval.

B. WHEREAS, on or about February 11, 2016, the Department also approved the Mitigated Negative Declaration (MND) and the Mitigation Monitoring and Reporting Program (MMRP) for the Kongsgaard Wine LLC Atlas Peak Vineyard Conversion Project (Project) located on Assessor's Parcel Number 032-540-042.

C. WHEREAS, the Project as approved proposes grading approximately 20.08 gross acres of vineyard (+/- 14.7 net vine acres), removal of vegetation, re-contouring of the site, installation and maintenance of erosion control measures, planting of vines, installation of vineyard irrigation and other customary vineyard infrastructure, and subsequent vineyard operation.

D. WHEREAS, on February 11, 2016, Napa County (County) filed a Notice of Determination for the Project.

E. WHEREAS, on March 14, 2016, LRC filed with the Napa County Executive Office a formal appeal of the County's decision to approve the ECP and the MND (Appeal).

F. WHEREAS, on February 29, 2016, Daniel Mufson (Mufson) and James P. Wilson (Wilson) filed with the Napa County Executive Office a Notice of Intent to Appeal the County's decision to approve the ECP and the MND (Wilson/Mufson Appeal).

G. WHEREAS, on March 18, 2016, the County Clerk of the Board sent a written notice to Wilson and Mufson advising that the County deemed the Wilson/Mufson Appeal withdrawn (e.g. rejected) pursuant to Napa County Code section 2.88.050.

H. WHEREAS, the County Board of Supervisors (Board) is currently scheduled to hear LRC's appeal on December 20, 2016 (Board Hearing).

I. WHEREAS, the Parties engaged in good faith efforts to settle the Appeal and have reached agreement to on the following terms.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and/or covenants contained in this Agreement, and for good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals. The Parties incorporate herein each of the foregoing Recitals in full.

2. No Admissions. The Parties understand and agree that this Agreement is the result of a compromise and nothing contained herein shall be construed as an admission of liability, responsibility or wrongdoing by any Party hereto.

3. Effective Date. This Agreement shall be effective on the last date to occur of the following events: (1) Wilson and Mufson each execute and deliver to the Parties a "Withdrawal

of Appeal” in substantially the same form as the attached Exhibits E and F, respectively; (2) the Board of Supervisors approves the Revised ECP and Revised Conditions of Approval, attached hereto as Exhibits B and C, respectively, at its December 20, 2016 Board Hearing; and (3) the Parties have executed this Agreement. Kongsgaard and LRC will execute this Agreement before it is presented to the County Board of Supervisors for approval.

4. Obligations of Kongsgaard.

a. Sedimentation of Milliken Creek. Kongsgaard shall revise the ECP to remove 1.8 acres from “Block 3A,” leaving only the northeastern 0.5 acre corner of the block by merging it into “Block 3B,” as depicted on the map attached hereto as Exhibit A. The ECP is hereby revised to reflect this revision; a copy of the revised ECP is attached as Exhibit B.

b. Groundwater Recharge.

(i) Total Groundwater Use. The total groundwater use on the Project site will be consistent with the following usage parameters (in acre-feet):

Year	Total	Residence	Landscape	Winery	Vineyard
2016	6.1	0.5	1.5	2.0	2.1
2017	9.1	0.5	1.5	2.0	5.1
2018	9.1	0.5	1.5	2.0	5.1
2019	10.5	0.5	1.5	2.0	6.5
2020	10.5	0.5	1.5	2.0	6.5
2021	9.7	0.5	1.5	2.0	5.7
2022	9.7	0.5	1.5	2.0	5.7
2023	9.3	0.5	1.5	2.0	5.3

Total groundwater use on the Project site will not exceed 10.5 acre feet per year during vineyard establishment and 9.3 acre feet per year once vineyard blocks are established. Condition of approval 14 has been revised to reflect this restriction (see Exhibit C attached hereto).

(ii) No Trucked Water. Water shall not be trucked onto the Project site to irrigate the new vines planted for the Project or to replace groundwater diverted from existing uses to irrigate the new vines planted for the Project. Condition of approval 14 has been revised to reflect this restriction (see Exhibit C attached hereto).

(iii) Reduced Project Size. In addition to removing the 1.8 acres of Block 3A pursuant to section 3(a) of this Agreement, Kongsgaard shall remove 1.4 acres of Block 1 and 0.8 acres of Block 4, resulting in an overall reduction in Project size from approximately 20.8 acres (+/- 14.7 vine acres) to approximately 16.8 gross acres (+/- 11.3 vine acres), as depicted on the map attached hereto as Exhibit A; a copy of the revised ECP is attached as Exhibit B.

c. Pesticides/Herbicides. Kongsgaard shall continue its sustainable farming practices on the Project, and will not use pre-emergent herbicides as part of its sustainable protocols. This commitment is reflected in the ECP Narrative, on page EC-4; a copy of the revised ECP is attached as Exhibit B.

d. Oak Woodlands and Greenhouse Gases.

(i) Conservation Easement. Kongsgaard shall enter into a conservation easement with Land Trust of Napa County (LTNC), or

Golden State Land Conservancy (GSLC), or with another qualified land trust, to preserve in perpetuity (1) the easternmost 8.2 acres identified as “potential woodland deed restriction” on Exhibit A attached hereto and (2) the westernmost 6.7 acres and the easternmost 0.8 acres identified as “additional deed restriction area for wildlife corridor” and shaded in purple crosshatch Exhibit A attached hereto. Combined, this 15.7 acre area will provide two wildlife corridors allowing for the movement of animals along the eastern and western perimeters of the Project site. A copy of the proposed Conservation Easement form is attached as Exhibit D.

(ii) Oak Trees. Kongsgaard shall maintain 425 oak trees planted on the Property between January 1, 2013 and the date of Project approval (Oak Trees). The Oak Trees shall be comprised of Black Oak, California Black Oak, Canyon Oak, and Coast Live Oak. Prior to commencing any vineyard development authorized by the ECP, Kongsgaard shall document the location of the Oak Trees and shall provide copies of such documentation to the Parties. On or before September 1, 2021, Kongsgaard shall provide the Parties with documentation establishing that the Oak Trees are in good health. In the event any of the Oak Trees are in poor health as of September 1, 2021, Kongsgaard shall plant additional Oak Trees to replace the Oak Trees that are in poor health as of such date. Condition of approval 6 has been revised to reflect this restriction (see Exhibit C attached hereto).

(iii) Cleared Vegetation. All cleared vegetation shall be mulched and thinly dispersed on the Property and no vegetation shall be burned on the Property. A new condition of approval reflecting this Agreement (condition 17) is attached hereto as Exhibit C.

e. Costs and Fees. Within ten (10) days of the Effective Date of this Agreement, Kongsgaard shall pay LRC a total sum of Forty-Six Thousand Four Hundred Thirty Dollars and Twenty-Seven Cents (\$46,430.27) to reimburse LRC's attorneys fees and costs incurred in connection with LRC's challenge to the Project approvals and negotiating this Agreement by one of more checks payable to the "the Law Offices of Thomas N. Lippe in trust for Living Rivers Council" and delivered to the Law Offices of Thomas N. Lippe at 201 Mission Street, 12th Floor, San Francisco, CA 94105. Except as set forth in this Paragraph, each Party shall bear its own attorneys' fees and costs.

5. Obligations of LRC.

a. Withdrawal of Appeal. LRC agrees that final withdrawal of its entire Appeal shall be effectuated upon the Effective Date of this Agreement.

b. No Further Challenge. LRC and its undersigned representative (i.e., Chris Malan) agree that they will not themselves individually object, or as members of any organization or entity (including any unincorporated association) advocate that such organization or entity object, or financially support any other party in objecting, in any regulatory or legal proceeding (including without limitation any administrative hearing or proceeding, administrative appeal, or judicial challenge) regarding any further entitlements, approvals, or permits necessary for implementation of the Project as described in the Revised ECP and Revised Conditions of Approval attached hereto as Exhibits B and C, respectively.

6. Revised ECP and Conditions of Approval. By executing this Agreement, the Parties acknowledge that the environmental impacts of the revised ECP and conditions attached hereto are within the scope of mitigated negative declaration previously approved by the County on February 11, 2016. By this acknowledgment, however, LRC does not concede the legal adequacy of said MND under the California Environmental Quality Act.

7. Cooperation. The Parties shall cooperate to ensure that the steps necessary to implement this Agreement are carried out.

8. Representations and Warranties.

a. The Parties each represent and warrant that they are natural persons or duly incorporated or otherwise existing under statutory enabling authority, and they have the full power and authority to enter into and consummate the matters set forth in this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of the Parties which is enforceable in accordance with its terms and admissible in court.

b. The Parties each represent and warrant that no representations or promises of any kind other than as contained in this Agreement have been made by any Party to induce them to enter into this Agreement. The Parties agree that this Agreement constitutes the sole and only agreement between the Parties with respect to the subject matter hereof and correctly sets forth the rights, duties and obligations of each to the others hereunder. The terms of this Agreement are contractual and not mere recitals. This Agreement is executed without reliance upon any recital(s) or representation(s) by any person concerning the nature or extent of legal liability therefor, and the Parties have carefully read and understand the contents of this Agreement and sign the same as their own free act.

9. Public Document. The Parties agree and acknowledge that this Agreement is not confidential. The Parties understand and agree that upon a valid request made pursuant to applicable public disclosure laws, including the provisions of the California Public Records Act (Gov. Code, § 6250 et seq.), the County is obligated to provide a requesting person a copy of this Agreement.

10. Interpretation. For purposes of interpretation, this Agreement shall be deemed to have been drafted jointly by the Parties and their counsel, and no ambiguity shall be resolved against any Party by virtue of its participation in drafting this Agreement.

11. Captions. The captions, titles and headings of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement and shall have no effect on its interpretation.

12. Governing Law. This Agreement shall be governed by the laws of the State of California, except to the extent that the laws of the United States are applicable.

13. Severability. The invalidity of any portion of this Agreement shall not invalidate the remainder. If any material term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the Parties shall amend this Agreement and/or take other action necessary to achieve the intent of this Agreement in a manner consistent with the ruling of the court.

14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, and administrators. The Parties shall provide a copy of this Agreement to their heirs/assignees/transferees/grantees. The obligations set forth in this Agreement shall be

enforceable against any such heirs/assignees/transferees/grantees. The Parties recognize that, under applicable law, the permits and entitlements granted to the Project “run with the land.”

15. Notice. All notices required under this Agreement shall be in writing, and may be given either personally or by registered or certified mail (return receipt requested) or facsimile. Any Party may at any time, by giving ten (10) days’ written notice to each other Party, designate any other person or address in substitution of the person or address to which such notice shall be given. Such notice shall be given to the Parties at their addresses set forth below:

For LRC:

Thomas Lippe
Law Offices of Thomas N. Lippe
201 Mission Street, 12th Floor
San Francisco, CA 94105

For Kongsgaard:

Rob Anglin
Holman Teague Roche Anglin, LLP
1455 First Street, Suite 217
Napa, CA 94559

Tina Thomas
Thomas Law Group
455 Capitol Mall, Suite 801
Sacramento, CA 95814

16. Counterparts and Signatures. This Agreement may be executed in separate counterparts, by either an original signature or signature transmitted by facsimile transmission or signature transmitted by email attachment or other similar process. Each copy so executed shall be deemed to be an original and all copies so executed shall constitute one and the same Agreement.

17. Entire Agreement. This Agreement consists of a total of 11 pages, including signature pages, and represents the complete and entire agreement between the Parties. This Agreement supersedes all prior agreements, negotiations and discussions among the Parties and/or their respective counsel with respect to the subject matters covered hereby. Any amendment to this Agreement must be in writing and signed by the Parties' duly authorized representatives, and must state the intent of all Parties to amend this Agreement.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the date(s) set forth below.

Dated: _____, 2016

LIVING RIVERS COUNCIL

By: _____

Its: _____

Dated: Dec 11, 2016

KONGSGAARD WINE, LLC

By:  _____

Its: LLC Member

Approved as to form:

Dated: _____, 2016

LAW OFFICES OF THOMAS N. LIPPE

By: _____

Thomas Lippe
Attorneys for LIVING RIVERS COUNCIL

17. Entire Agreement. This Agreement consists of a total of 11 pages, including signature pages, and represents the complete and entire agreement between the Parties. This Agreement supersedes all prior agreements, negotiations and discussions among the Parties and/or their respective counsel with respect to the subject matters covered hereby. Any amendment to this Agreement must be in writing and signed by the Parties' duly authorized representatives, and must state the intent of all Parties to amend this Agreement.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the date(s) set forth below.

Dated: 12.9, 2016

LIVING RIVERS COUNCIL

By: Chris Malain

Its: LRC Manager

Dated: _____, 2016

KONGSGAARD WINE, LLC

By: _____

Its: _____

Approved as to form:

Dated: 12/9, 2016

LAW OFFICES OF THOMAS N. LIPPE

By: Thomas Lippe

Thomas Lippe
Attorneys for LIVING RIVERS COUNCIL



Dated: December 9, 2016

THOMAS LAW GROUP

By: 

For

Tina A. Thomas

Attorneys for KONGSGAARD WINE LLC

EXHIBIT A



0 150 300 600 Feet

Legend

- Oak Woodland Impacted (4.1 ac.)
- Potential Woodland Deed Restriction (8.2 ac.)
- Additional Deed Restriction Area for Wildlife Corridor (7.5 ac.)
- Potential Revised Clearing Limits (16.7 ac.)
- Potential Revised Block Boundaries (11.3 ac.)
- Proposed Block Boundaries in Approved ECP (14.7 ac.)
- Proposed Clearing Limits in Approved ECP (20.8 ac.)
- Proposed Vineyard avoided prior to project approval (3.4 ac.)
- Existing Deer Fence
- Waters of the U.S.
- Approximate property line

June 2014 Napa County Aerial Photo

Oak Woodland Impacted:	x2
4.1 ac.	8.2 ac.

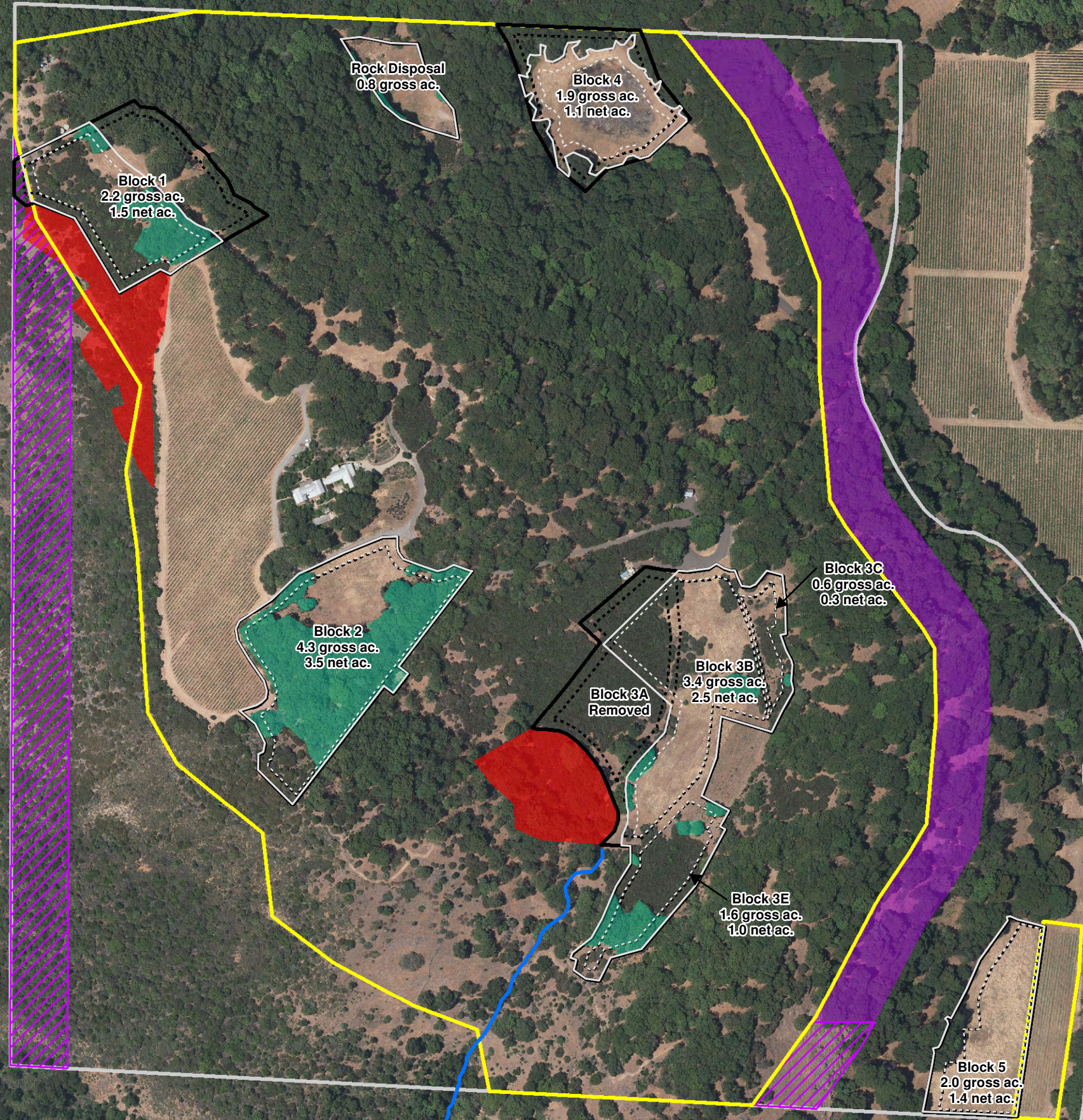
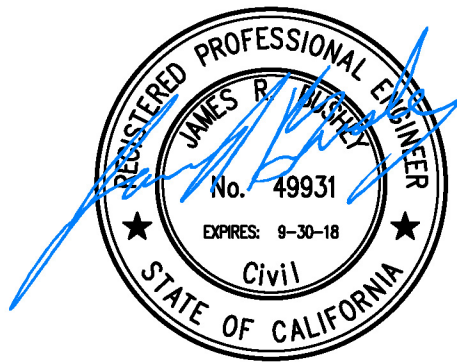


EXHIBIT B

**KONGSGAARD WINE LLC
ATLAS PEAK**

EROSION CONTROL PLAN

REVISED OCTOBER 2016



PREPARED BY:

**PPI ENGINEERING
2931 SOLANO AVENUE
NAPA, CALIFORNIA 94558
(707) 253-1806**

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**KONGSGAARD WINE LLC
ATLAS PEAK**

EROSION CONTROL PLAN

NARRATIVE

1. The nature and purpose of the land disturbing activity and the amount of grading involved.

- a) This ECP addresses the development of approximately 11.3 net acres (16.7 gross acres) of proposed vineyard on the property located at 4375 Atlas Peak Road in Napa. The project is located on APN 032-540-042 which consists of approximately 148 acres per the Napa County Assessor's Office.
- b) This ECP was revised from the #P14-00069-ECPA version that was approved on February 11, 2016 pursuant to a Settlement Agreement reached between the owners and project opponents who filed an appeal with Napa County on March 14, 2016.
- c) Activities to be accomplished include removal of brush and trees within the proposed clearing limits, ripping, rock removal, cultivating the soil to prepare for planting, seeding cover crop, mulching, trenching for irrigation pipelines, installation of trellis system and deer fence, laying out the vine rows and installing erosion control measures.

2. General description of existing site conditions, including topography, vegetation and soils.

- a) The site is located in the Capell Creek - Upper Reach and Milliken Reservoir Watersheds.
- b) The elevations in the vineyard area range from approximately 1970 to 2450 feet above mean sea level per USGS Capell Valley and Yountville Quadrangle map. Ground slopes within the project boundary range between 11 and 26 percent. There are small pockets of areas with slope over 30% which total approximately 0.3 acres, please see Sheets 2 and 3 for the locations.
- c) Topographic mapping was provided by Michael W. Brooks & Associates, flown on January 18, 2001.
- d) Existing vegetation consists of grass, brush and trees. See Biological Resource Survey by Kjeldsen Biological Consulting dated August, 2013.
- e) Voluntary oak woodland preservation areas are shown on Sheets 2 and 3. These areas contain prime vineyard ground but are currently vegetated with oak woodland. In the

Revised October 2016

spirit of compliance with the Napa County General Plan the owners have voluntarily removed them from the ECP rather than proposing they be converted to vineyard.

- f) There are structures on the property which include a residence, outbuildings and cave.
- g) A portion of the property is currently deer fenced. Please see Figure 1 in Appendix E for the Proposed Deer Fence map.
- h) Several site visits of the property were performed by Jim Bushey, Rachel LeRoy and Matt Bueno of PPI Engineering in 2012 & 2013 to evaluate the vineyard development area and to collect photographic documentation. Photographs of pre-project conditions can be found in Appendix A.

3. Natural and man-made features onsite including streams, lakes, reservoirs, roads, drainage, and other areas that may be affected by the proposed activity.

- a) No natural or man-made features are expected to be adversely affected by this project. An unnamed blue-line stream is in the vicinity but will not be affected by the project.

4. Location and source of water for irrigation or other uses.

- a) The proposed water source is an existing well. Please see the Vicinity Map for the location.

5. Soil types/soil series identified in the Soil Conservation Service (SCS) Napa County Soil Survey.

- a) The USDA – SCS Napa County Soil Survey maps the soil within the project boundary as Aiken Loam with 2 to 15 percent slopes, Aiken Loam with 30 to 50 percent slopes, Hambright-Rock Outcrop with 2 to 30 percent slopes and Hambright-Rock Outcrop with 30 to 75 percent slopes.
- b) Some rock is expected to be generated as a result of this project. A proposed rock disposal area is shown on Sheet 2 to the west of Block 4. In addition, some of the rock generated will be used to construct erosion control features such as rock aprons and rock berms. In some locations rock will be used for rock-filled avenues that will help retain sediment as well as disperse runoff from vineyard blocks. Rock-filled avenues shall be located as shown on Sheet 2 and at the downslope edge of vineyard blocks as determined by the Engineer in the field at the time of construction. The toe of the rock avenue fill slope shall not extend past the proposed clearing limits. Because of the nature of the rock-filled avenues, the proposed block boundary location is conceptual and not exact. Rock not used immediately will be stockpiled for future use inside the proposed clearing limits. Stockpiles are expected to be less than 20 feet in height. Rock

staging areas shall be located inside of proposed clearing limits. Temporary rock stockpiles shall also be located inside of proposed clearing limits.

6. Critical areas, if any, within the development site that have serious erosion potential or problems.

- a) There is the potential for erosion to occur in several swales; see Section 8a and the Site Plan for details.

7. Erosion calculations

- a) Universal Soil Loss Equation (USLE) spreadsheets for this project are in Appendix B of this report.

8. Proposed erosion control methods including:

a) All drainage systems and facilities, walls, cribbing or other erosion protection devices to be constructed with, or as a part of the proposed work.

1. A variety of drainage systems will be utilized for erosion control in this project. In Block 2 pipelines and inlets will collect runoff and direct it to a rock apron. Existing pipes from the house area will be connected to the proposed system. Please see Sheets 2 & 3 for locations of the above erosion control measures. Please see Detail Sheet 4 and the Special Provisions for details on the erosion control items.
2. The final pass with disking equipment shall be performed across slopes to prevent channeling water downhill the first winter after development.
3. Straw wattles shall be installed the year of construction in the location shown on the Site Plan. Additional temporary erosion control measures shall be installed as needed.

b) Proposed vegetative erosion control measures including location, type and quantity of seed, mulch, fertilizer and irrigation, timing and methods of planting, mulching and maintenance of plant material and slopes until a specified percentage of plant coverage is uniformly established.

1. Disturbed areas shall be seeded as described below. Straw mulch shall be applied to all disturbed areas in Blocks 1, 2 & 3 at a rate of 3,000 lbs/acre prior to September 15 of the year of construction. Straw mulch shall be applied to all disturbed areas in Blocks 4 & 5 at a rate of 3,000 lbs/acre prior to October 15 of the year of construction.

2. A permanent cover crop strategy will be utilized. The permanent cover crop will be generated the first year by seeding with the following mix: Vulpia Microstachys at 12 pounds per acre, Idaho Fescue at 10 pounds per acre, Poa Secunda at 10 pounds per acre and Crimson Clover at 6 pounds per acre. A pre-approved alternative seed mix may be allowed.

The permanent cover crop will be managed each year such that any areas which have less than the percent vegetative cover listed below will be reseeded and mulched until adequate coverage is achieved:

75% Vegetative Cover: Block 4

80% Vegetative Cover: Blocks 3B, 3C & 5

85% Vegetative Cover: Blocks 1, 2 & 3E

The permanent cover crop shall be mowed only and not disked.

3. The owner has the option of using a Dwarf Barley (or a pre-approved alternative) cover crop in the first 3 years that the block is planted to aid with vineyard establishment. If this option is used, seed shall be applied at a rate of 120 pounds per acre if broadcast seeded or at a rate of 60 pounds per acre if drilled. The cover crop within the vineyard may be disked each spring after April 1 for the first 3 years. An alternative cover crop seed mix may be used upon prior approval. Each year the owner chooses to disk, the area shall be straw mulched in Blocks 1, 2 & 3 at a rate of 3,000 lbs/acre prior to September 15 and shall be straw mulched in Blocks 4 & 5 at a rate of 3,000 lbs/acre prior to October 15. The permanent seed mix will be seeded prior to September 15 of the fourth (or earlier) year in Blocks 1, 2 & 3 and prior to October 15 of the fourth (or earlier) year in Blocks 4 & 5.
4. No pre-emergent herbicides will be strip sprayed in the vinerows each year for weed management. Contact or systemic herbicides may be applied in spring (no earlier than February 15th to ensure adequate vegetative cover in the spray strips for the remainder of the rainy season). The width of the spray strip shall be no wider than 1.5' in order to achieve 75% vegetative cover in Block 4. The width of the spray strip shall be no wider than 1 foot in order to achieve 80% vegetative cover in Blocks 3B, 3C & 5. No strip spraying shall be performed in Blocks 1, 2 & 3E. Spot spraying of contact or systemic herbicides in spring (no earlier than February 15) will be allowed provided the 85% vegetative cover is achieved in Blocks 1, 2 & 3E. If the owner chooses to farm without herbicide, an alternative will be to hand-hoe around the base of the vine only, or other methods that do not result in a continuous bare strip.
5. The vineyard avenues shall be mowed only and shall not be disked. Unless otherwise noted, all avenues shall conform to the natural grade. Vineyard avenues within Blocks 1, 2 & 3 shall be seeded and mulched prior to September 15 of the year of construction and in subsequent years in bare or disturbed areas. Vineyard avenues within Blocks 4 & 5 shall be seeded and mulched prior to October 15 of the year of construction and in subsequent years in bare or disturbed areas. The cover

crop will be managed each year such that any avenues that have less than 75% vegetative cover in Block 4, 80% vegetative cover in Blocks 3B, 3C & 5 and 85% vegetative cover in Blocks 1, 2 & 3E will be reseeded and mulched until adequate coverage is achieved.

6. The proposed vine by row spacing is expected to be 3 feet by 7 feet, however in areas where cross-slope exceeds 15% the owner shall increase the row spacing as needed to ensure there is adequate room for equipment.
7. The owner has the freedom to further subdivide vineyard blocks within the footprint of the proposed vineyard blocks for irrigation and viticulture purposes. The proposed vinerow directions shall not be altered without the approval of Napa County or its agent.
8. Fertilizer shall be applied as necessary by vineyard management personnel for both the vineyard and to ensure specified percent vegetative cover crop is achieved.
9. Irrigation pipelines shall generally be located within roadways, vineyards and vineyard avenues. Where they are not located within these areas, disturbed ground shall be seeded and mulched in accordance with this ECP. Regardless of pipeline location, pipeline trenches located on ground slopes greater than 15% shall be backfilled using imported or select native granular material to a depth of 6 inches above the pipelines such that voids do not form below haunches of pipe. Backfill shall be wheel rolled or otherwise compacted to reduce settlement. Final grading over trenches shall be mounded and water-barred such that water is directed away from trenches. No trees larger than 5" DBH (diameter breast height) will be removed for installation of irrigation pipelines.
10. As stated in the Napa County Protocol for Re-Planting/Renewal of Approved Non-Tilled Vineyard Cover Crops dated March 23, 2004, when it becomes necessary, either by routine or emergency, to re-establish or renew vineyard cover crop the following measures should be followed:
 - Seek professional consultation, including soil nutrient analysis, to determine the reasons for the original cover crop's failure. Adjust soil fertility, irrigation and seed selection accordingly.
 - When tillage is necessary, alternate rows should be tilled, seeded, and straw-mulched to effectively accomplish the re-establishment/renewal process over a two-year period.
 - Tillage and re-seeding should be conducted in the following manner:
 - In year 1, till to prepare seed bed and sow desired cover crop in every other row ("the evens"), leaving the alternate rows ("the odds") untilled and mowed only.
 - Mulch all tilled rows having an up and down hill (perpendicular to contour) row direction with 3,000 lbs./acre of loose straw, or approved equivalent, after seeding.
 - Tilled rows with cross-slope (parallel to contour) row direction and slope gradients less than 15% may not require straw mulch.

- In year 2, till to prepare seed bed and sow desired cover crop in “odd” rows.
- In year 2, leave “even” rows untilled and mowed only.
- Mulch rows till in year 2 as specified above.
- Put all re-establishment measures in place by September 1
- In year 3, return all rows to non-tilled culture.

c) Air quality Best Management Practices

- All exposed surfaces (graded areas, staging areas, stockpiles, and unpaved roads) shall be covered or watered twice per day.
- All trucks hauling soil, sand and other loose materials shall be covered in accordance with Section 23114 of the California Vehicle Code during transit to and from the site.
- The site access road and adjacent public roads shall be swept daily, if visible soil material is carried/tracked out onto roadways.
- Traffic on unpaved areas and roads shall be limited to 15 mph.
- Grading and earthmoving activities shall be suspended when winds exceed 25 mph.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes, as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations (CCR). Signs clearly indicating this provision shall be installed at all access points.
- All construction equipment shall be maintained and properly tuned in accordance in manufacturer’s specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
- A sign with the telephone number and person to contact at the Lead Agency regarding dust complaints shall be visibly posted at the site. The contact person shall respond and take corrective action within 48 hours. The Air District’s phone number shall also be visible to ensure compliance with applicable regulations.

9. Stormwater stabilization measures, if the development of the site will result in increased peak rates of runoff that may cause flooding or channel degradation downstream.

- a) No significant increase in quantity or rate of runoff is expected as a result of this project.

10. The proposed clearing, grading, and/or construction schedule:

<u>DATE</u>	<u>DESCRIPTION</u>
April 1	Commence clearing and tillage operations.
September 1	All tillage and erosion control installation completed in Blocks 1, 2 & 3.
September 15	Seed and mulch all disturbed areas in Blocks 1, 2 & 3.
October 1	All tillage and erosion control installation completed in Blocks 4 & 5
October 15	Seed and mulch all disturbed areas in Blocks 4 & 5

11. The estimated cost of implementation of the erosion and sediment control measures.

Typical costs for installing erosion control measures as described in this plan range from \$500 to \$5,000 per acre.

**KONGSGAARD WINE LLC
ATLAS PEAK**

EROSION CONTROL PLAN

STANDARD PROVISIONS

SECTION 1 - SCOPE OF WORK

These specifications cover the construction of the erosion control measures for approximately 11.3 acres of vineyard to be developed by Kongsgaard Wine LLC.

The drawing numbered 11212701D, and these Specifications describe in detail the construction of the complete erosion control system. Requests for further information or clarification of the work to be done can be made to Jim Bushey at the Napa office of PPI Engineering, phone (707) 253-1806.

All costs for the complete construction of the erosion control system must be included in the bid items, since no other payment will be made outside of the bid items. This includes all costs for moving onto and off of the job site, all equipment, tools, materials, labor, fuel, taxes, and incidentals for furnishing and installing the erosion control system.

Surveying adequate for construction will be provided by the Owner, at the Owner's expense. The Contractor will be responsible for preserving construction survey stakes and markers for the duration of their intended use. Any restaking costs or additional survey work requested by the Contractor shall be deducted from the final payment to the Contractor. The Owner does not guarantee that the project being bid will be awarded. The Owner also reserves the right to change the quantities of actual work performed as needed with payment made according to the new quantities at the unit price bid.

SECTION 2 - AUTHORITY OF OWNER AND ENGINEER

The property is owned by Kongsgaard Wine LLC. Kongsgaard Wine LLC or their appointed representative shall have the final say in the event of a dispute with the Contractor.

The Owner shall appoint PPI Engineering (PPI) as the Engineer to perform periodic review of the work. PPI Engineering shall report any unsatisfactory work to the Owner. The Contractor shall be responsible for any engineering fees or repair costs associated with bringing the unsatisfactory work into compliance with the Plans and Specifications.

SECTION 3 - CHANGES IN WORK

Materials and the manner of performance of the work performed in this contract shall be according to the Plans and Specifications. Modifications to the Plans or Specifications shall be agreed upon in writing by the Contractor, Owner, and Engineer before the work in question is performed. Materials and construction methods shall be as specified on the Plans and Specifications. The burden of proof that a given material or method constitutes an equivalent to the one specified will rest with the Contractor.

SECTION 4 - UTILITIES

At least two working days prior to beginning any excavation on the project, the Contractor shall contact Underground Service Alert (USA) at 1-800-642-2444 and request field location of all existing utilities.

Certain facilities at the site are existing. The Contractor shall be careful to avoid damaging existing facilities and shall notify the Owner immediately if any damage does occur. The cost of repairing any damage shall be the sole responsibility of the Contractor.

SECTION 5 - PROSECUTION OF THE WORK

Unless otherwise provided, the contract time shall commence upon issuance of a Notice to Proceed by the Owner. The work shall start within ten days thereafter and be diligently prosecuted to completion within the time specified in the Contractor's bid. If weather conditions prevent completion of the project within the specified amount of time, the Owner may extend the completion date of the project.

SECTION 6 - RESPONSIBILITIES OF THE CONTRACTOR

The Contractor agrees that in accordance with generally accepted construction practices, Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including the safety of all persons and property. This requirement shall be made to apply continuously and not be limited to normal working hours. Contractor further agrees to defend, indemnify and hold design professional harmless from any and all liability, real or alleged, in connection with the performance of the work on this project, excepting liability arising from the sole negligence of design professional.

The Contractor shall be responsible for controlling dust and mud generated from construction activities. The Contractor shall not allow dust or mud to obstruct vehicular traffic on County roads or State Highways. The Contractor shall be responsible for cleaning all vehicles prior to leaving the site as required by the California Highway Patrol. The Contractor, at his own expense, shall provide adequate dust control and prevention of mud tracking on roads, and take other preventative measures as directed by the Owner.

The Contractor shall be responsible for following all safety laws that may be applicable. Of particular concern are the trench safety regulations issued by CAL-OSHA. The Contractor alone shall be responsible for the safety of his equipment and methods and for any damage or injury which may result from their failure, improper construction, maintenance, or operation.

The Contractor shall be responsible for installing necessary sediment retention measures to keep sediment from leaving the site if construction activities continue beyond October 1.

The Contractor shall keep the work site clean and free of rubbish and debris throughout the project. Materials and equipment shall be removed from the site as soon as they are no longer necessary or the project is completed.

The Contractor shall also be responsible for ensuring that all permits which are necessary for construction have been obtained and that copies of these permits are maintained onsite at all times.

The Contractor shall, at his own expense, furnish all necessary light, power, pumps, and water necessary for the work.

SECTION 7 - MEASUREMENT AND PAYMENT

Payment shall be made at the unit prices bid according to the actual quantities installed. Measurement of the final quantities shall be the responsibility of the Owner's Engineer.

The Engineer shall periodically observe the project during construction and upon completion of the project any unfinished or unacceptable work observed will be brought to the Contractor's attention verbally and in writing. Final payment will be made upon satisfactory completion of all work items required by these Plans and Specifications.

SECTION 8 - GUARANTEE

In addition to the guarantees from suppliers, the Contractor shall guarantee the work he performs for a period of two years. Any repairs needed to the system within two years of completion due to faulty workmanship or materials shall be promptly repaired at no expense to the Owner. Any costs incurred by the Owner and/or Engineer within two years of completion due to rubbish or debris placed in a trench or other excavation shall be paid by the Contractor.

Unless otherwise provided in writing, payment by the Owner to the Contractor for installation of this system shall constitute acceptance of all provisions in this document by the Contractor.

**KONGSGAARD WINE LLC
ATLAS PEAK**

EROSION CONTROL PLAN

SPECIAL PROVISIONS

SECTION 1 - SUBSURFACE DRAINAGE PIPELINE

1.1 GENERAL:

Perforated subsurface drainlines shall be installed in certain areas to reduce saturated conditions in the rootzone and to improve slope stability. Drainlines shall be installed as shown on Detail 2, Sheet 4 and as staked in the field.

1.2 MATERIALS:

Corrugated plastic pipe for use as drain tubing shall meet the standards of SCS 606 Specifications. In addition, all four and six inch diameter tubing shall meet the standards of ASTM F405, and all tubing eight inches and larger shall meet the standards of ASTM F667. All perforations in the tubing shall be free of tag ends.

Bent or damaged tubing shall not be used in the drainage system and shall be removed from the job site.

Pipe connections shall be made with fittings manufactured by the same manufacturer who made the pipe. All connections shall be securely fastened and the resulting connection shall not have gaps greater than 1/4 inch wide.

1.3 GRAVEL ENVELOPE:

Two materials are permissible for use as an envelope material.

Gravel envelope material may be volcanic rock. It shall be free of organic matter, clay, or other material which could decrease its hydraulic conductivity with time. One hundred percent of the material must pass the 1-1/2" clear square openings. Ninety to one hundred percent must pass through the 3/4" clear square openings. At least 50% must pass through the 3/8" clear square openings. No more than 15% may pass the #20 U.S. Standard Sieve. At least 8% must pass the #60 U.S. Standard Sieve. No more than 3% may pass the #200 U.S. Standard Sieve.

Gravel envelope material may also be a blend of clean hard sand and gravel. It shall be free of organic matter, clay, or other material that would decrease its hydraulic conductivity with time. The material shall be well graded. The coefficient of uniformity (D_{60}/D_{10}) must be greater than 4, and the coefficient of curvature ($((D_{30})^2/(D_{10} \times D_{60}))$) must be between 1 and 3. One hundred percent

Revised October 2016

must pass the 1/2" clear square openings. No more than 5% may pass the #100 U.S. Standard Sieve. An example of this material would be 80% 3/8 crushed rock and 20% washed concrete sand.

For perforated drains, the envelope must be at least 3 inches thick on the sides and below the tubing and shall extend above the tubing to the depth specified in the detail. The loader operator shall avoid scooping up soil or other debris with the envelope material while loading the hopper on the trencher or plow and while placing the envelope material in trenches excavated by backhoe.

It will be the responsibility of the Contractor to remove and dispose of all envelope material not used on the project.

A sample of the proposed gravel envelope material shall be provided to the Engineer for approval. Any material moved onto the job site which is deemed unacceptable by the Engineer shall be promptly removed from the site at no cost to the owner.

1.4 TRENCHING AND TUBING PLACEMENT:

The Contractor may use a trencher, or drainage plow with vertical soil displacement, or backhoe/excavator for the placement of the tubing as dictated by soil conditions. The operator shall be skillful in laying the tubing. Grade control may be established by visual control with grade stakes set no more than 100 feet apart, or by laser control with grade stakes set no more than 200 feet apart.

Construction staking shall be provided by the Owner's Engineer. The slope, alignment, and depth of placement of the tubing shall be as shown on the Plans and as staked in the field.

A gradual variation of no more than 0.1 foot from grade will be allowed where slopes are 2% or less. Where slopes are greater than 2%, a gradual variation of no more than 0.2 foot from grade will be allowed. No reverse grade will be allowed. A gradual variation of no more than 1 foot from design alignment is allowed.

Rocks or clods shall not be allowed to fall upon or otherwise strike the tubing during any phase of construction.

Stretching of the tubing should be avoided during installation. No more than 10% stretch will be allowed.

SECTION 2 – ROCK-FILLED AVENUES

2.1 GENERAL:

Rock-filled avenues may be constructed as shown in Detail 3, Sheet 4 along the field edges from excess fieldstone as staked in the field by the Engineer and as shown on Sheet 2. Additional locations will be determined in the field by the Engineer during construction.

2.2 MATERIALS:

Rock shall be clean, well-graded field rock generated onsite.

2.3 INSTALLATION:

Field rock generated by ripping and/or blasting within the vineyard areas shall be used to construct outsloped avenues at the edges of certain vineyard areas. Vegetation shall be thoroughly incorporated and a bench cut as shown on the details. Rock shall be placed and shaped using a bulldozer, with smaller rock placed last (on top of the avenue) to the extent possible. The toe of the fill slope shall not extend past the clearing limits.

SECTION 3 - ROCK APRON

3.1 GENERAL:

Where pipelines will outlet into existing swales or channels, rock aprons will be constructed to minimize erosion down stream of the outlet. Rock aprons shall be installed where shown on the Plans and constructed as shown in Detail 1, Sheet 4.

3.2 MATERIALS:

Rock used in the construction of rock level spreaders shall be Cal Trans Class "Facing" as per Cal Trans Standard Specifications Section 72-2 or equivalent size field rock generated onsite.

3.3 INSTALLATION:

Rock aprons shall be constructed as shown on Detail 1, Sheet 4. All rock shall be placed on undisturbed native vegetation. The apron shall extend a minimum of 15 feet from the outlet of the pipe. The upstream end of the apron shall be a minimum of five feet wide. The downstream end shall be a minimum of ten feet wide.

SECTION 4 - TEMPORARY MEASURES

4.1 GENERAL:

Temporary erosion control measures shall be constructed by the Owner. These measures can include water bars, straw wattles, straw mulching, straw bale dikes, and other practices as needed. The measures shall be constructed in conformance with the detail drawings and maintained in a functional condition throughout the rainy season.

SECTION 5 - MAINTENANCE

5.1 GENERAL:

The erosion control measures described in these Specifications and shown on the Plans and Details require regular maintenance in order to function as intended. Vineyard management personnel shall assure that the erosion control measures are monitored throughout the rainy season each year and necessary repairs and/or maintenance are performed immediately. Maintenance operations shall include, but not be limited to the following activities.

5.2 STRAW WATTLES:

Straw wattles shall be monitored and repaired as needed to ensure water does not run under the wattle or between adjacent wattles. Should excessive erosion cause the wattle to fill with sediment, this material shall be removed to a protected location and the source of the sediment located and protected as needed.

APPENDIX A

PHOTOGRAPHIC DOCUMENTATION



5/8/2013

Photo 1



6/12/2013

Photo 2



5/8/2013

Photo 3



5/8/2013

Photo 4

APPENDIX B

USLE CALCULATIONS

KONGSGAARD WINE LLC
Percent Vegetative Cover and USLE "R" Value, by Block

Block	soil(s)	USLE R value	% permanent vegetative cover crop
1	100: Aiken Loam, 2-15% slopes 102: Aiken Loam, 30-50% slopes 152: Hambright Rock-Outcrop Complex, 30-75% slopes	90	85%
2	100: Aiken Loam, 2-15% slopes	100	85%
3B	151: Hambright-Rock Outcrop Complex, 2-30% slopes	100	80%
3C	151: Hambright-Rock Outcrop Complex, 2-30% slopes	100	80%
3E	151: Hambright-Rock Outcrop Complex, 2-30% slopes	100	85%
4	100: Aiken Loam, 2-15% slopes 102: Aiken Loam, 30-50% slopes	90	75%
5	100: Aiken Loam, 2-15% slopes 102: Aiken Loam, 30-50% slopes	90	80%

PPI Engineering

Napa County
Maximum Length of Slope
for a soil loss of 5 tons per acre

NAME: Kongsgaard

DATE: 5/8/13

Cover Type: Permanent Cover Crop

Soil Unit No. (100-182)--- 100 & 102

Soil Name Aiken

-K= 0.28

-R= 90

-T= 3

Percent Cover		65% Up & Down Hill	70% Up & Down Hill	75% Up & Down Hill	80% Up & Down Hill	85% Up & Down Hill	90% Up & Down Hill
		C= 0.058 P= 1.0	C= 0.046 P= 1.0	C= 0.034 P= 1.0	C= 0.022 P= 1.0	C= 0.015 P= 1.0	C= 0.010 P= 1.0
P E R C E N T S L O P E	2	1,274,251	2,759,445	7,558,188	32,255,556	115,622,420	446,696,277
	4	21,433	38,260	81,460	241,873	630,109	1,736,375
	6	2,595	4,125	7,551	18,034	38,793	87,285
	8	1,195	1,900	3,477	8,304	17,864	40,194
	10	637	1,013	1,855	4,430	9,530	21,443
	12	386	613	1,123	2,681	5,768	12,977
	14	253	402	736	1,758	3,782	8,510
	16	176	280	512	1,223	2,632	5,921
	18	128	204	373	891	1,916	4,312
	20	97	154	282	673	1,447	3,255
	22	75	120	219	523	1,125	2,531
	24	60	95	174	417	896	2,017
	26	49	78	142	339	729	1,641
	28	40	64	118	281	604	1,359
	30	34	54	99	236	508	1,144
	32	29	46	84	201	433	975
	34	25	40	73	174	374	842
	36	22	35	64	152	326	734
	38	19	31	56	134	288	647
	40	17	27	50	119	256	575
	42	15	24	45	106	229	515
	44	14	22	40	96	207	465
	46	13	20	37	87	188	422
	48	11	18	33	80	172	386
	50	11	17	31	73	158	355

NOTES:

C=Cover and Management Factor

P=Practice Factor

PPI Engineering

Napa County
Maximum Length of Slope
for a soil loss of 5 tons per acre

NAME: Kongsgaard

DATE: 5/8/13

Cover Type: Permanent Cover Crop

Soil Unit No. (100-182)--- 100 & 102

Soil Name Aiken

-K= 0.28

-R= 100

-T= 3

Percent Cover		65% Up & Down Hill	70% Up & Down Hill	75% Up & Down Hill	80% Up & Down Hill	85% Up & Down Hill	90% Up & Down Hill
		C= 0.058 P= 1.0	C= 0.046 P= 1.0	C= 0.034 P= 1.0	C= 0.022 P= 1.0	C= 0.015 P= 1.0	C= 0.010 P= 1.0
P E R C E N T S L O P E	2	896,871	1,942,213	5,319,771	22,702,816	81,379,917	314,403,605
	4	16,469	29,401	62,597	185,863	484,197	1,334,289
	6	2,102	3,341	6,116	14,608	31,423	70,701
	8	968	1,539	2,816	6,727	14,470	32,557
	10	516	821	1,503	3,589	7,720	17,369
	12	312	497	909	2,172	4,672	10,511
	14	205	326	596	1,424	3,064	6,893
	16	143	227	415	991	2,132	4,796
	18	104	165	302	722	1,552	3,492
	20	78	125	228	545	1,172	2,637
	22	61	97	177	424	911	2,050
	24	49	77	141	338	726	1,634
	26	40	63	115	275	591	1,329
	28	33	52	95	227	489	1,101
	30	28	44	80	191	412	926
	32	23	37	68	163	351	790
	34	20	32	59	141	303	682
	36	18	28	51	123	264	595
	38	16	25	45	108	233	524
	40	14	22	40	96	207	466
	42	12	20	36	86	185	417
	44	11	18	33	78	167	377
	46	10	16	30	71	152	342
	48	9	15	27	65	139	313
	50	9	14	25	59	128	287

NOTES:

C=Cover and Management Factor

P=Practice Factor

PPI Engineering

Napa County
Maximum Length of Slope
for a soil loss of 5 tons per acre

NAME: Kongsgaard

DATE: 5/8/13

Cover Type: Permanent Cover Crop

Soil Unit No. (100-182)--- 100 & 102

Soil Name Aiken

-K= 0.28

-R= 90

-T= 3

Percent Cover		65% Cross-Slope	70% Cross-Slope	75% Cross-Slope	80% Cross-Slope	85% Cross-Slope	90% Cross-Slope
		C= 0.058 P= 0.6	C= 0.046 P= 0.6	C= 0.034 P= 0.6	C= 0.022 P= 0.6	C= 0.015 P= 0.6	C= 0.010 P= 0.6
P E R C E N T S L O P E	2	6,994,392	15,146,660	41,487,074	177,051,508	634,654,186	2,451,926,377
	4	76,859	137,205	292,125	867,379	2,259,630	6,226,807
	6	7,207	11,458	20,974	50,095	107,759	242,459
	8	3,319	5,276	9,658	23,068	49,622	111,649
	10	1,771	2,815	5,153	12,307	26,473	59,565
	12	1,072	1,704	3,118	7,448	16,021	36,047
	14	703	1,117	2,045	4,884	10,506	23,639
	16	489	777	1,423	3,398	7,310	16,448
	18	356	566	1,036	2,474	5,323	11,976
	20	269	427	782	1,868	4,019	9,042
	22	209	332	608	1,453	3,125	7,031
	24	167	265	485	1,158	2,490	5,603
	26	136	215	394	942	2,026	4,559
	28	112	178	327	780	1,678	3,776
	30	94	150	275	656	1,412	3,177
	32	81	128	234	560	1,204	2,709
	34	70	111	202	483	1,039	2,338
	36	61	96	176	422	907	2,040
	38	53	85	155	371	799	1,798
	40	47	76	138	330	710	1,598
	42	43	68	124	296	636	1,431
	44	38	61	112	267	574	1,292
	46	35	55	102	242	522	1,173
	48	32	51	93	222	477	1,072
	50	29	47	85	204	438	986

NOTES:

C=Cover and Management Factor

P=Practice Factor

PPI Engineering

Napa County
Maximum Length of Slope
for a soil loss of 5 tons per acre

NAME: Kongsgaard

DATE: 5/8/13

Cover Type: Permanent Cover Crop

Soil Unit No. (100-182)--- 100 & 102

Soil Name Aiken

-K= 0.28

-R= 100

-T= 3

Percent Cover		65% Cross-Slope	70% Cross-Slope	75% Cross-Slope	80% Cross-Slope	85% Cross-Slope	90% Cross-Slope
		C= 0.058 P= 0.6	C= 0.046 P= 0.6	C= 0.034 P= 0.6	C= 0.022 P= 0.6	C= 0.015 P= 0.6	C= 0.010 P= 0.6
P E R M A N E N T S L O P E	2	4,922,947	10,660,855	29,200,346	124,616,289	446,696,277	1,725,768,786
	4	59,061	105,433	224,478	666,523	1,736,375	4,784,887
	6	5,838	9,281	16,989	40,577	87,285	196,392
	8	2,688	4,274	7,823	18,685	40,194	90,436
	10	1,434	2,280	4,174	9,968	21,443	48,247
	12	868	1,380	2,526	6,033	12,977	29,198
	14	569	905	1,656	3,956	8,510	19,148
	16	396	630	1,152	2,753	5,921	13,322
	18	288	458	839	2,004	4,312	9,701
	20	218	346	634	1,513	3,255	7,324
	22	169	269	493	1,177	2,531	5,695
	24	135	214	393	938	2,017	4,538
	26	110	175	319	763	1,641	3,692
	28	91	145	265	632	1,359	3,058
	30	76	122	223	532	1,144	2,573
	32	65	104	190	453	975	2,194
	34	56	90	164	391	842	1,894
	36	49	78	143	341	734	1,653
	38	43	69	126	301	647	1,456
	40	38	61	112	267	575	1,294
	42	34	55	100	240	515	1,159
	44	31	49	91	216	465	1,046
	46	28	45	82	196	422	950
	48	26	41	75	179	386	869
	50	24	38	69	165	355	799

NOTES:

C=Cover and Management Factor

P=Practice Factor

PPI Engineering

Napa County
Maximum Length of Slope
for a soil loss of 3 tons per acre

NAME: Kongsgaard

DATE: 5/8/13

Cover Type: Permanent Cover Crop

Soil Unit No. (100-182)--- 151 & 152

-K= 0.15

Soil Name Hambright-Rock Outcrop

-R= 90

-T= 1

Percent Cover		65% Up & Down Hill	70% Up & Down Hill	75% Up & Down Hill	80% Up & Down Hill	85% Up & Down Hill	90% Up & Down Hill
		C= 0.058 P= 1.0	C= 0.046 P= 1.0	C= 0.034 P= 1.0	C= 0.022 P= 1.0	C= 0.015 P= 1.0	C= 0.010 P= 1.0
P E R C E N T S L O P E	2	1,859,152	4,026,073	11,027,514	47,061,357	168,694,906	651,736,801
	4	28,452	50,792	108,141	321,094	836,489	2,305,094
	6	3,255	5,174	9,472	22,622	48,662	109,491
	8	1,499	2,383	4,362	10,417	22,408	50,419
	10	800	1,271	2,327	5,558	11,955	26,898
	12	484	769	1,408	3,363	7,235	16,278
	14	317	504	923	2,206	4,745	10,675
	16	221	351	643	1,535	3,301	7,427
	18	161	256	468	1,117	2,404	5,408
	20	121	193	353	844	1,815	4,083
	22	94	150	275	656	1,411	3,175
	24	75	120	219	523	1,124	2,530
	26	61	97	178	425	915	2,059
	28	51	81	148	352	758	1,705
	30	43	68	124	296	638	1,434
	32	36	58	106	253	544	1,223
	34	31	50	91	218	469	1,056
	36	27	44	80	190	409	921
	38	24	38	70	168	361	812
	40	21	34	62	149	321	721
	42	19	31	56	134	287	646
	44	17	28	50	121	259	583
	46	16	25	46	109	236	530
	48	14	23	42	100	215	484
	50	13	21	39	92	198	445

NOTES:

C=Cover and Management Factor

P=Practice Factor

PPI Engineering

Napa County
Maximum Length of Slope
for a soil loss of 3 tons per acre

NAME: Kongsgaard

DATE: 5/8/13

Cover Type: Permanent Cover Crop

Soil Unit No. (100-182)--- 151 & 152

-K= 0.15

Soil Name Hambright-Rock Outcrop

-R= 100

-T= 1

Percent Cover		65% Up & Down Hill	70% Up & Down Hill	75% Up & Down Hill	80% Up & Down Hill	85% Up & Down Hill	90% Up & Down Hill
		C= 0.058 P= 1.0	C= 0.046 P= 1.0	C= 0.034 P= 1.0	C= 0.022 P= 1.0	C= 0.015 P= 1.0	C= 0.010 P= 1.0
P E R C E N T S L O P E	2	1,308,549	2,833,720	7,761,628	33,123,760	118,734,561	458,719,739
	4	21,864	39,030	83,099	246,739	642,786	1,771,311
	6	2,636	4,191	7,672	18,324	39,417	88,687
	8	1,214	1,930	3,533	8,438	18,151	40,839
	10	648	1,030	1,885	4,502	9,683	21,788
	12	392	623	1,141	2,724	5,860	13,185
	14	257	409	748	1,787	3,843	8,647
	16	179	284	520	1,243	2,674	6,016
	18	130	207	379	905	1,947	4,381
	20	98	156	286	683	1,470	3,307
	22	76	122	222	531	1,143	2,572
	24	61	97	177	423	911	2,049
	26	50	79	144	345	741	1,667
	28	41	65	119	285	614	1,381
	30	35	55	101	240	516	1,162
	32	29	47	86	205	440	991
	34	25	40	74	177	380	855
	36	22	35	65	154	332	746
	38	20	31	57	136	292	658
	40	17	28	51	121	260	584
	42	16	25	45	108	233	524
	44	14	22	41	98	210	472
	46	13	20	37	89	191	429
	48	12	19	34	81	174	392
	50	11	17	31	75	160	361

NOTES:

C=Cover and Management Factor

P=Practice Factor

PPI Engineering

Napa County
Maximum Length of Slope
for a soil loss of 3 tons per acre

NAME: Kongsgaard

DATE: 5/8/13

Cover Type: Permanent Cover Crop

Soil Unit No. (100-182)--- 151 & 152

-K= 0.15

Soil Name Hambright-Rock Outcrop

-R= 90

-T= 1

Percent Cover		65% Cross-Slope	70% Cross-Slope	75% Cross-Slope	80% Cross-Slope	85% Cross-Slope	90% Cross-Slope
		C= 0.058 P= 0.6	C= 0.046 P= 0.6	C= 0.034 P= 0.6	C= 0.022 P= 0.6	C= 0.015 P= 0.6	C= 0.010 P= 0.6
P E R M A N E N T C O V E R	2	10,204,927	22,099,211	60,530,285	258,320,898	925,970,307	3,577,398,637
	4	102,033	182,144	387,805	1,151,473	2,999,731	8,266,287
	6	9,041	14,373	26,310	62,839	135,174	304,140
	8	4,163	6,619	12,115	28,937	62,246	140,053
	10	2,221	3,531	6,463	15,438	33,208	74,718
	12	1,344	2,137	3,912	9,342	20,097	45,217
	14	881	1,401	2,565	6,127	13,179	29,653
	16	613	975	1,785	4,263	9,170	20,632
	18	447	710	1,300	3,104	6,677	15,023
	20	337	536	981	2,343	5,041	11,342
	22	262	417	763	1,822	3,920	8,819
	24	209	332	608	1,452	3,124	7,028
	26	170	270	495	1,181	2,541	5,718
	28	141	224	410	979	2,105	4,736
	30	118	188	345	823	1,771	3,985
	32	101	161	294	702	1,510	3,398
	34	87	139	254	606	1,304	2,933
	36	76	121	221	529	1,137	2,559
	38	67	107	195	466	1,002	2,255
	40	60	95	173	414	891	2,004
	42	53	85	155	371	798	1,795
	44	48	77	140	335	720	1,620
	46	44	70	127	304	654	1,472
	48	40	64	116	278	598	1,345
	50	37	58	107	255	550	1,237

NOTES:

C=Cover and Management Factor

P=Practice Factor

PPI Engineering

Napa County
Maximum Length of Slope
for a soil loss of 3 tons per acre

NAME: Kongsgaard

DATE: 5/8/13

Cover Type: Permanent Cover Crop

Soil Unit No. (100-182)--- 151 & 152

Soil Name Hambright-Rock Outcrop

-K= 0.15

-R= 100

-T= 1

Percent Cover		65% Cross-Slope	70% Cross-Slope	75% Cross-Slope	80% Cross-Slope	85% Cross-Slope	90% Cross-Slope
		C= 0.058 P= 0.6	C= 0.046 P= 0.6	C= 0.034 P= 0.6	C= 0.022 P= 0.6	C= 0.015 P= 0.6	C= 0.010 P= 0.6
P E R C E N T S L O P E	2	7,182,656	15,554,353	42,603,757	181,817,100	651,736,801	2,517,923,442
	4	78,406	139,966	298,002	884,830	2,305,094	6,352,092
	6	7,323	11,642	21,311	50,900	109,491	246,354
	8	3,372	5,361	9,813	23,439	50,419	113,443
	10	1,799	2,860	5,235	12,504	26,898	60,522
	12	1,089	1,731	3,168	7,567	16,278	36,626
	14	714	1,135	2,078	4,963	10,675	24,019
	16	497	790	1,446	3,453	7,427	16,712
	18	362	575	1,053	2,514	5,408	12,169
	20	273	434	795	1,898	4,083	9,187
	22	212	338	618	1,476	3,175	7,144
	24	169	269	492	1,176	2,530	5,693
	26	138	219	401	957	2,059	4,632
	28	114	181	332	793	1,705	3,837
	30	96	153	279	667	1,434	3,228
	32	82	130	238	569	1,223	2,752
	34	71	112	206	491	1,056	2,376
	36	62	98	179	428	921	2,073
	38	54	86	158	377	812	1,826
	40	48	77	140	335	721	1,623
	42	43	69	126	300	646	1,454
	44	39	62	114	271	583	1,312
	46	35	56	103	246	530	1,192
	48	32	51	94	225	484	1,090
	50	30	47	87	207	445	1,002

NOTES:

C=Cover and Management Factor

P=Practice Factor

APPENDIX C

VEGETATION RETENTION CALCULATIONS

**KONGSGAARD WINE LLC
VEGETATION RETENTION CALCULATIONS
BASED ON 1993 PARCELS AND VEGETATION**

1993 APN	Parcel Acres	Existing 1993 Tree Canopy Cover (Acres)	Existing 1993 Brush/ Shrub/ Open Cover (Acres)	Existing (post 1993) Vineyard Area (Acres)	Existing (post 1993) Residential Area (Acres)	Proposed Vineyard (Acres)	Proposed 1993 Tree Canopy Cover Removed; Residential and Existing & Proposed Vineyards (Acres)	Proposed 1993 Brush/ Shrub/ Open Cover Removed; Residential and Existing & Proposed Vineyards (Acres)	1993 Tree Canopy Cover Retained (Percent)	1993 Brush/ Shrub/ Open Cover Retained (Percent)
032-540-042	145.4	79.2	66.2	6.1	0.1	16.7	4.8	18.1	94%	73%

Note: some rounding may occur

APPENDIX D

SLOPE CALCULATIONS

Kongsgaard Wine LLC

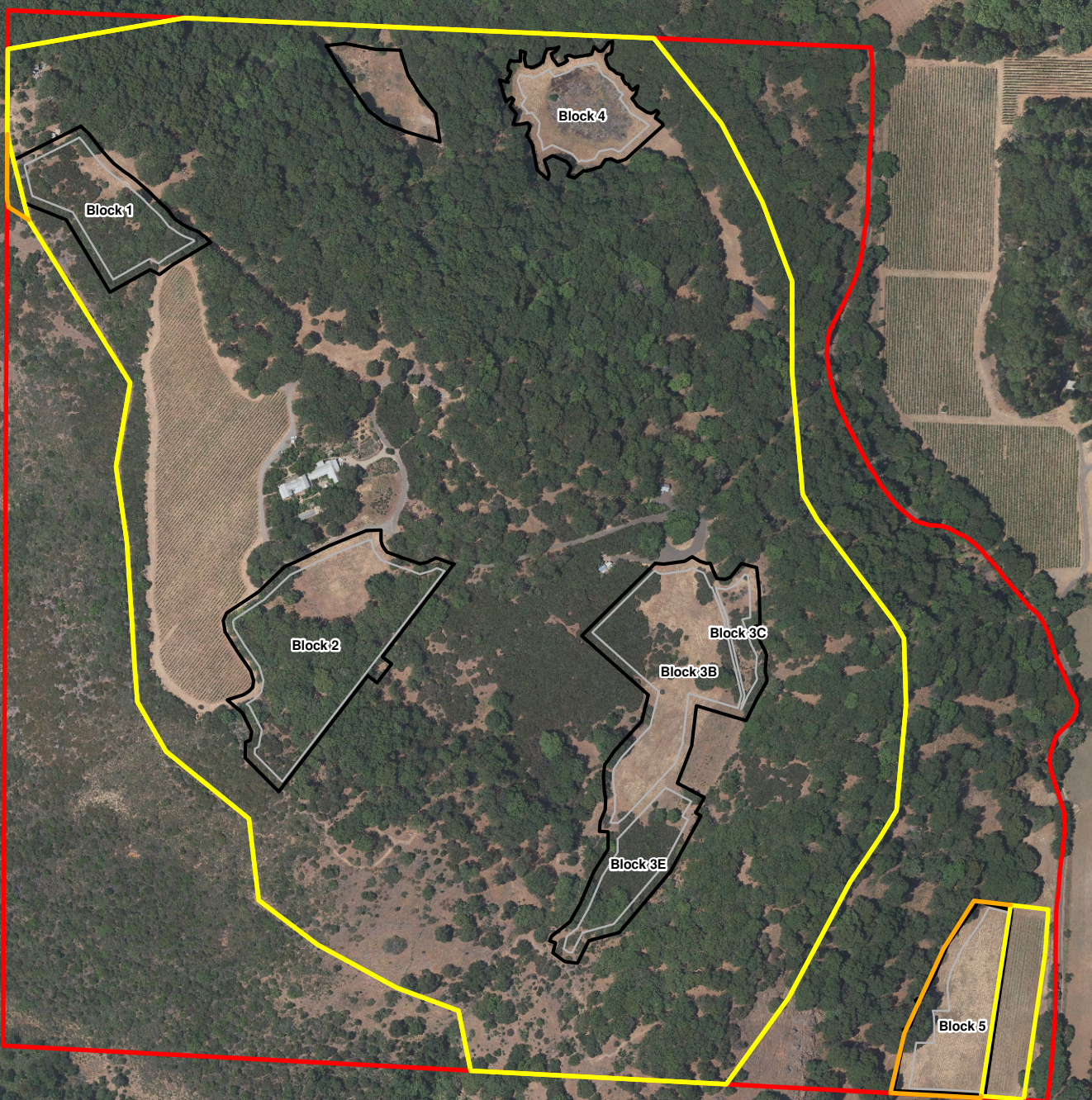
Average Slope Of Proposed Vineyard Blocks

BLOCK	Gross Acres	Net Acres	SLOPE 1, %	SLOPE 2, %	AVERAGE SLOPE, %
1	2.2	1.5	15%	21%	18%
2	4.3	3.5	18%	18%	18%
3B	3.4	2.5	11%	16%	14%
3C	0.6	0.3	15%	16%	16%
3E	1.6	1.0	20%		20%
4	1.9	1.1	11%	15%	13%
5	2.0	1.4	20%	26%	23%
RD	0.8				
Total	16.8	11.3			17%

APPENDIX E

SUPPORTING FIGURES

3:30:01 PM 10/5/2016 R:\V\M\A\T\I\A\G\ES\W\aps for ECP\2016-10\Figure 1\Deer Fence Map October 2016.mxd



N
W
E
S

0200400800

Feet

Proposed Deer Fence

Approximate Existing Deer Fence

Proposed Clearing Limits

Proposed Block Boundaries

Approximate Property Boundary

2014 Napa County Aerial Photo

PPI

ENGINEERING

2931 Solano Avenue
Napa, CA 94558
(707) 253-1806

Kongsgaard Wine LLC
Erosion Control Plan
Figure 1: Deer Fence Map
Revised October 2016

3:33:26 PM 10/5/2016 R:\WWW\ATL\IMAGES\Maps for ECP\2016-10\Figure 2 1993 Parcel Configuration October 2016.mxd



0 200 400 800 Feet

Legend

- Proposed Clearing Limits
- Proposed Block Boundaries
- Approximate Property Boundary

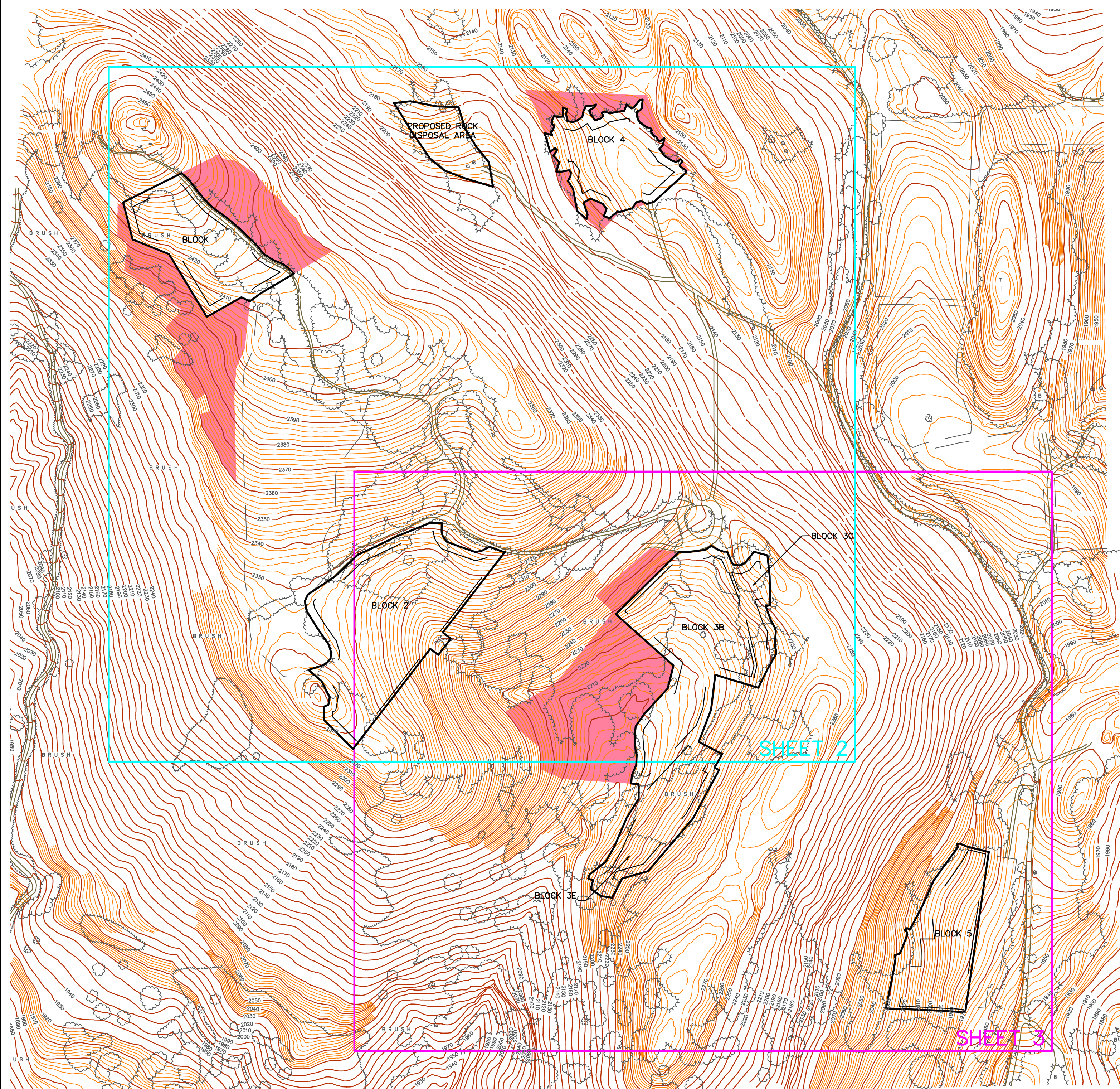
1993 Napa County Aerial Photo

PPI

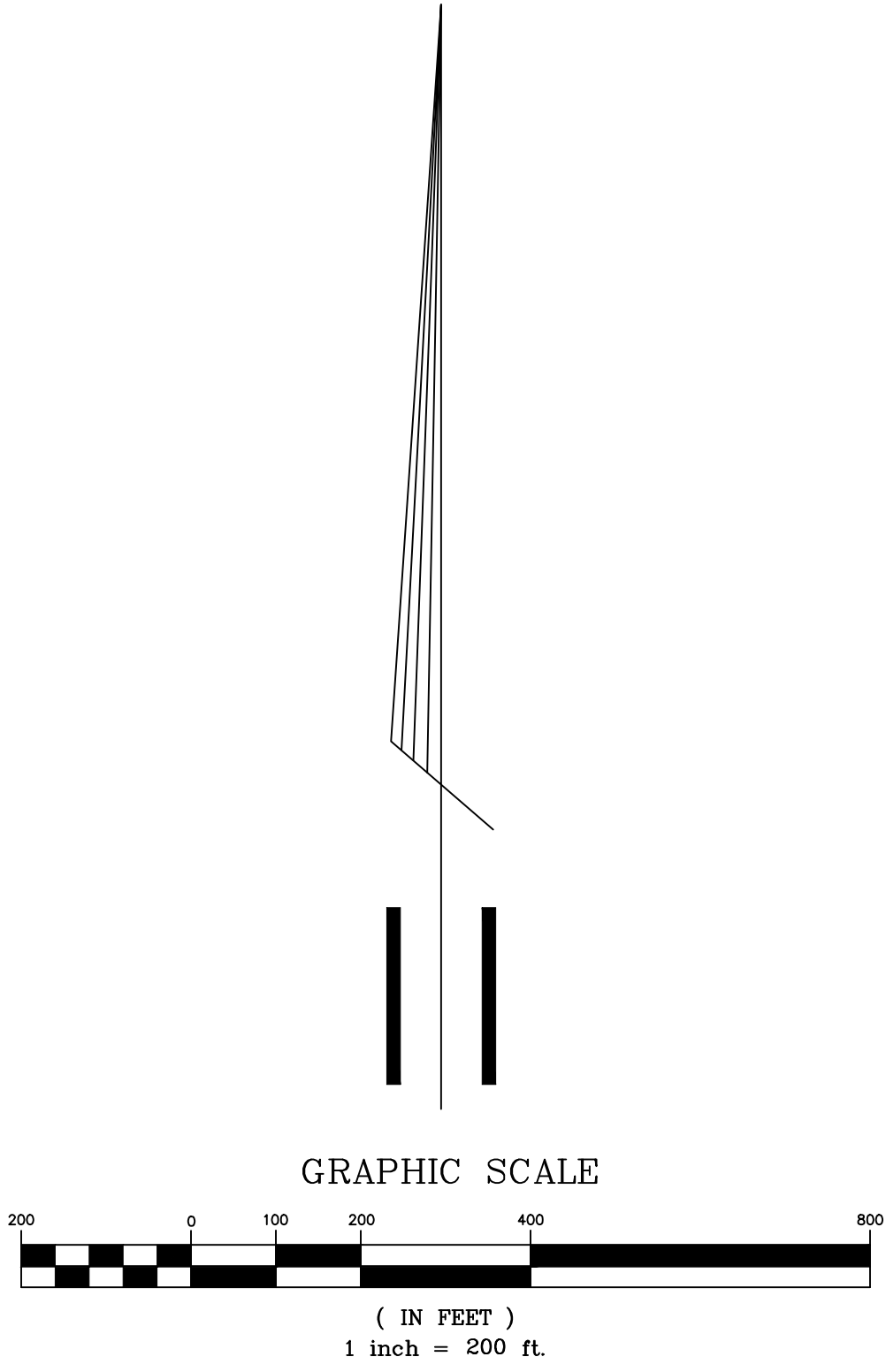
ENGINEERING

2931 Solano Avenue
Napa, CA 94558
(707) 253-1806

Kongsgaard Wine LLC
Erosion Control Plan
Figure 2: 1993 Parcel Configuration
Revised October 2016

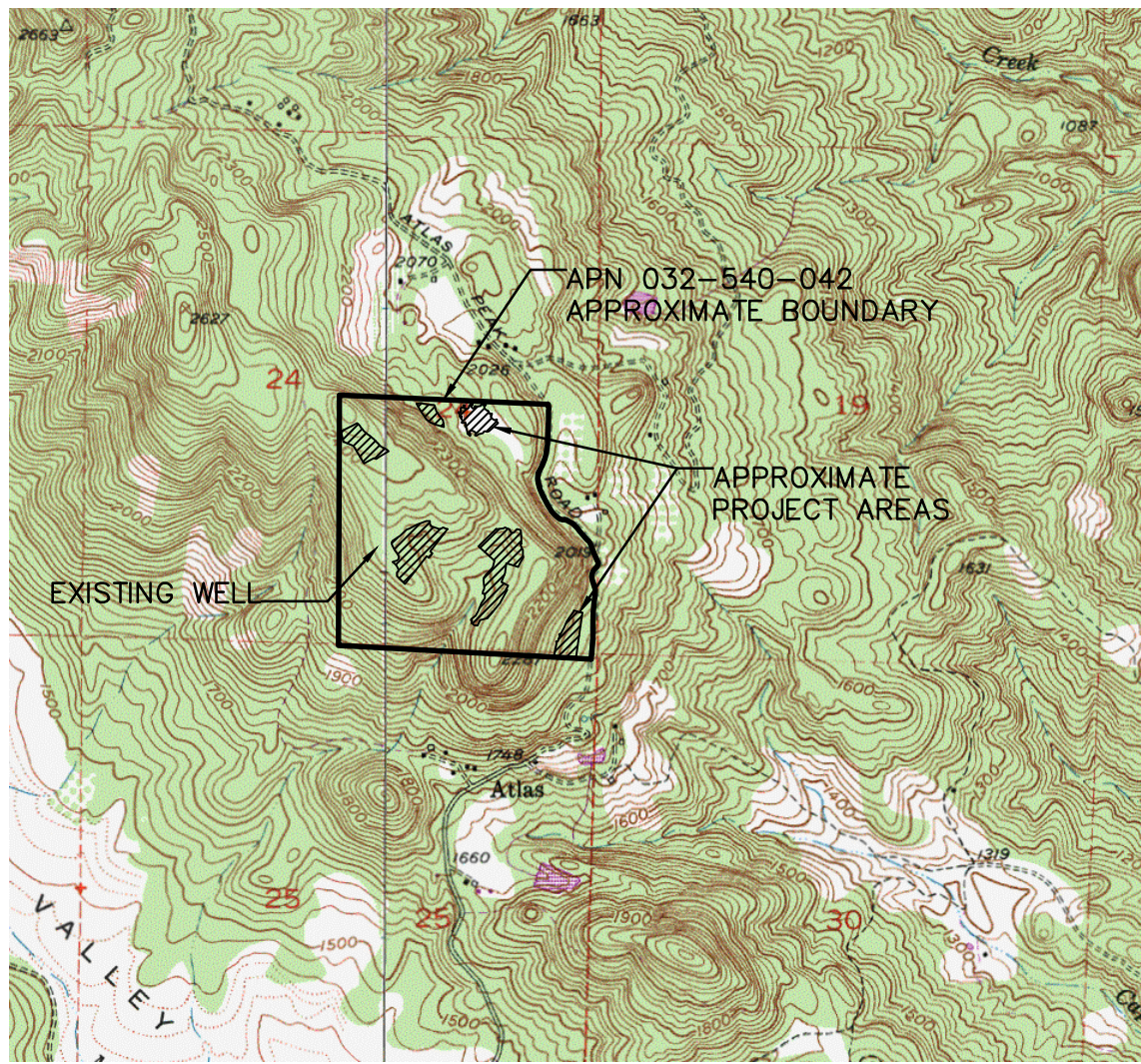


TOPOGRAPHIC MAPPING PROVIDED BY MICHAEL W. BROOKS & ASSOCIATES, 2' CONTOUR INTERVAL
DATE OF FLIGHT 1-18-01



LEGEND

- EXISTING VINEYARD AREA
- EXISTING ROAD
- CLEARING LIMITS REMOVED
- PROPOSED VINEYARD DEVELOPMENT AREA
- PROPOSED VINEYARD BLOCK BOUNDARY



VICINITY MAP

USGS CAPELL VALLEY AND YOUNTVILLE QUADRANGLES
TOWNSHIP 7 N., RANGE 3 & 4 W.
SCALE: 1" = ±2000'

NOTES:

- OWNER: KONGSGAARD WINE LLC
SITE ADDRESS: 4375 ATLAS PEAK ROAD
APN: 032-540-042
- ACCESS TO PROJECT IS FROM ATLAS PEAK ROAD. THE SITE IS GATED AND LOCKED. ADMITTANCE IS AVAILABLE UPON REQUEST.
- EXISTING VEGETATION CONSISTS OF GRASS, BRUSH AND TREES.
- DISTURBED AREAS SHALL BE SEEDED AS DESCRIBED BELOW. STRAW MULCH SHALL BE APPLIED TO ALL DISTURBED AREAS IN BLOCKS 1, 2 & 3 AT A RATE OF 3,000 POUNDS PER ACRE PRIOR TO SEPTEMBER 15 OF THE YEAR OF CONSTRUCTION. STRAW MULCH SHALL BE APPLIED TO ALL DISTURBED AREAS IN BLOCKS 4 & 5 AT A RATE OF 3,000 POUNDS PER ACRE PRIOR TO OCTOBER 15 OF THE YEAR OF CONSTRUCTION.
- A PERMANENT COVER CROP STRATEGY WILL BE UTILIZED. THE PERMANENT COVER CROP WILL BE GENERATED THE FIRST YEAR BY SEEDING WITH THE FOLLOWING MIX:

VARIETY	RATE (LBS/ACRE)
VULPIA MICROSTACHYS	12
IDAHO FESCUE	10
POA SECUNDA	10
CRIMSON CLOVER	6

A PRE-APPROVED ALTERNATIVE SEED MIX MAY BE ALLOWED.

THE PERMANENT COVER CROP WILL BE MANAGED EACH YEAR SUCH THAT ANY AREAS WHICH HAVE LESS THAN THE PERCENT VEGETATIVE COVER LISTED BELOW WILL BE RESEEDED AND MULCHED UNTIL ADEQUATE COVERAGE IS ACHIEVED:

75% VEGETATIVE COVER:	BLOCK 4
80% VEGETATIVE COVER:	BLOCKS 3B, 3C & 5
85% VEGETATIVE COVER:	BLOCKS 1, 2 & 3E

THE PERMANENT COVER CROP SHALL BE MOWED ONLY AND NOT DISKED.

- THE OWNER HAS THE OPTION OF USING A DWARF BARLEY (OR A PRE-APPROVED ALTERNATIVE) COVER CROP IN THE FIRST 3 YEARS THAT THE BLOCK IS PLANTED TO AID WITH VINEYARD ESTABLISHMENT. IF THIS OPTION IS USED, SEED SHALL BE APPLIED AT A RATE OF 120 POUNDS PER ACRE IF BROADCAST SEEDED OR AT A RATE OF 60 POUNDS PER ACRE IF DRILLED. THE COVER CROP WITHIN THE VINEYARD MAY BE DISKED EACH SPRING AFTER APRIL 1 FOR THE FIRST 3 YEARS. AN ALTERNATIVE COVER CROP SEED MIX MAY BE USED UPON PRIOR APPROVAL. EACH YEAR THE OWNER CHOOSES TO DISK, THE AREA SHALL BE STRAW MULCHED IN BLOCKS 1, 2 & 3 AT A RATE OF 3,000 LBS/ACRE PRIOR TO SEPTEMBER 15 AND SHALL BE STRAW MULCHED IN BLOCKS 4 & 5 AT A RATE OF 3,000 LBS/ACRE PRIOR TO OCTOBER 15. THE PERMANENT SEED MIX WILL BE SEEDED PRIOR TO SEPTEMBER 15 OF THE FOURTH (OR EARLIER) YEAR IN BLOCKS 1, 2 & 3 AND PRIOR TO OCTOBER 15 OF THE FOURTH (OR EARLIER) YEAR IN BLOCKS 4 & 5.
- NO PRE-EMERGENT HERBICIDES WILL BE STRIP SPRAYED IN THE VINEROWS EACH YEAR FOR WEED MANAGEMENT. CONTACT OR SYSTEMIC HERBICIDES MAY BE APPLIED IN SPRING (NO EARLIER THAN FEBRUARY 15TH) TO ENSURE ADEQUATE VEGETATIVE COVER IN THE SPRAY STRIPS FOR THE REMAINDER OF THE RAINY SEASON. THE WIDTH OF THE SPRAY STRIP SHALL BE NO WIDER THAN 1.5' IN ORDER TO ACHIEVE 75% VEGETATIVE COVER IN BLOCK 4. THE WIDTH OF THE SPRAY STRIP SHALL BE NO WIDER THAN 1 FOOT IN ORDER TO ACHIEVE 80% VEGETATIVE COVER IN BLOCKS 3B, 3C & 5. NO STRIP SPRAYING SHALL BE PERFORMED IN BLOCKS 1, 2 & 3E. SPOT SPRAYING OF CONTACT OR SYSTEMIC HERBICIDES IN SPRING (NO EARLIER THAN FEBRUARY 15) WILL BE ALLOWED PROVIDED THE 85% VEGETATIVE COVER IS ACHIEVED IN BLOCKS 1, 2 & 3E. IF THE OWNER CHOOSES TO FARM WITHOUT HERBICIDE, AN ALTERNATIVE WILL BE TO HAND-HOE AROUND THE BASE OF THE VINE ONLY, OR OTHER METHODS THAT DO NOT RESULT IN A CONTINUOUS BARE STRIP.
- THE VINEYARD AVENUES SHALL BE MOWED ONLY AND SHALL NOT BE DISKED. UNLESS OTHERWISE NOTED, ALL AVENUES SHALL CONFORM TO THE NATURAL GRADE. VINEYARD AVENUES WITHIN BLOCKS 1, 2 & 3 SHALL BE SEEDED AND MULCHED PRIOR TO SEPTEMBER 15 OF THE YEAR OF CONSTRUCTION AND IN SUBSEQUENT YEARS IN BARE OR DISTURBED AREAS. VINEYARD AVENUES WITHIN BLOCKS 4 & 5 SHALL BE SEEDED AND MULCHED PRIOR TO OCTOBER 15 OF THE YEAR OF CONSTRUCTION AND IN SUBSEQUENT YEARS IN BARE OR DISTURBED AREAS. THE COVER CROP WILL BE MANAGED EACH YEAR SUCH THAT ANY AVENUES THAT HAVE LESS THAN 75% VEGETATIVE COVER IN BLOCK 4, 80% VEGETATIVE COVER IN BLOCKS 3B, 3C & 5 AND 85% VEGETATIVE COVER IN BLOCKS 1, 2 & 3E WILL BE RESEEDED AND MULCHED UNTIL ADEQUATE COVERAGE IS ACHIEVED.
- THE PROPOSED VINE BY ROW SPACING IS EXPECTED TO BE 3 FEET BY 7 FEET, HOWEVER IN AREAS WHERE CROSS-SLOPE EXCEEDS 15% THE OWNER SHALL INCREASE THE ROW SPACING AS NEEDED TO ENSURE THERE IS ADEQUATE ROOM FOR EQUIPMENT.
- THE OWNER HAS THE FREEDOM TO FURTHER SUBDIVIDE VINEYARD BLOCKS WITHIN THE FOOTPRINT OF THE PROPOSED VINEYARD BLOCKS FOR IRRIGATION AND VITICULTURE PURPOSES. THE PROPOSED VINEROW DIRECTIONS SHALL NOT BE ALTERED WITHOUT THE APPROVAL OF NAPA COUNTY OR ITS AGENT.
- FERTILIZER SHALL BE APPLIED AS NECESSARY BY VINEYARD MANAGEMENT PERSONNEL FOR BOTH THE VINEYARD AND TO ENSURE SPECIFIED PERCENT VEGETATIVE COVER CROP IS ACHIEVED.
- THE LOCATION OF THE EXISTING WELL, THE PROPOSED WATER SOURCE, IS SHOWN ON THE VICINITY MAP.
- THE PROJECT IS CURRENTLY DEER FENCED. SEE APPENDIX E FOR THE PROPOSED DEER FENCE MAP.
- REQUESTS FOR FURTHER INFORMATION, CLARIFICATION OF WORK TO BE DONE, OR INSPECTION INFORMATION CAN BE MADE TO JIM BUSHEY AT PPI ENGINEERING IN NAPA, (707) 253-1806.
- PROPERTY LINES AS SHOWN ARE APPROXIMATE. OWNER SHALL BE RESPONSIBLE FOR SURVEYING PROPERTY LINE(S) AS NECESSARY PRIOR TO ANY SITE DISTURBANCE.
- THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
- AT LEAST 48 HOURS PRIOR TO EXCAVATING, THE CONTRACTOR SHALL CALL UNDERGROUND SERVICES ALERT (U.S.A.) AT 1-800-642-2444 IN ORDER TO LOCATE EXISTING UTILITIES.
- IT IS THE OWNER'S RESPONSIBILITY TO INSTALL ALL STRUCTURAL MEASURES AS SHOWN ON THE SITE PLAN AND DETAILS AND AS DESCRIBED IN THE SPECIFICATIONS WITHIN THE TIME FRAMES SPECIFIED FOR THIS PROJECT. ANY DEVIATION FROM THESE PLANS MUST BE REVIEWED AND APPROVED BY NAPA COUNTY PLANNING, BUILDING AND ENVIRONMENTAL SERVICES DEPARTMENT. IT IS THE OWNER'S RESPONSIBILITY TO INITIATE THIS MODIFICATION PROCESS. PPI ENGINEERING MUST BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION IN ORDER TO SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE OWNER/MANAGER AND CONTRACTOR(S). FOR ONGOING MULTI-YEAR PROJECTS PPI ENGINEERING MUST BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE OF RESUMING CONSTRUCTION EACH YEAR.

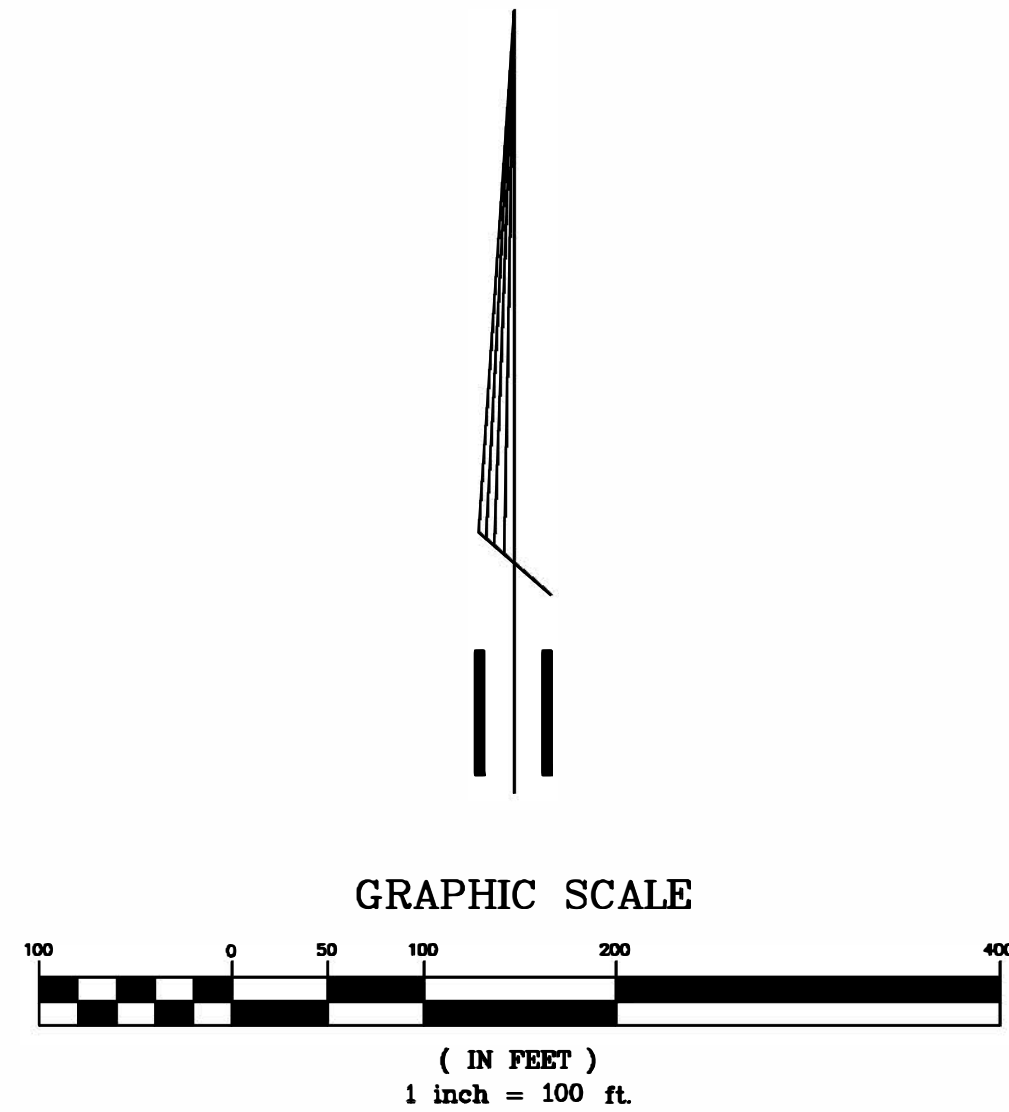
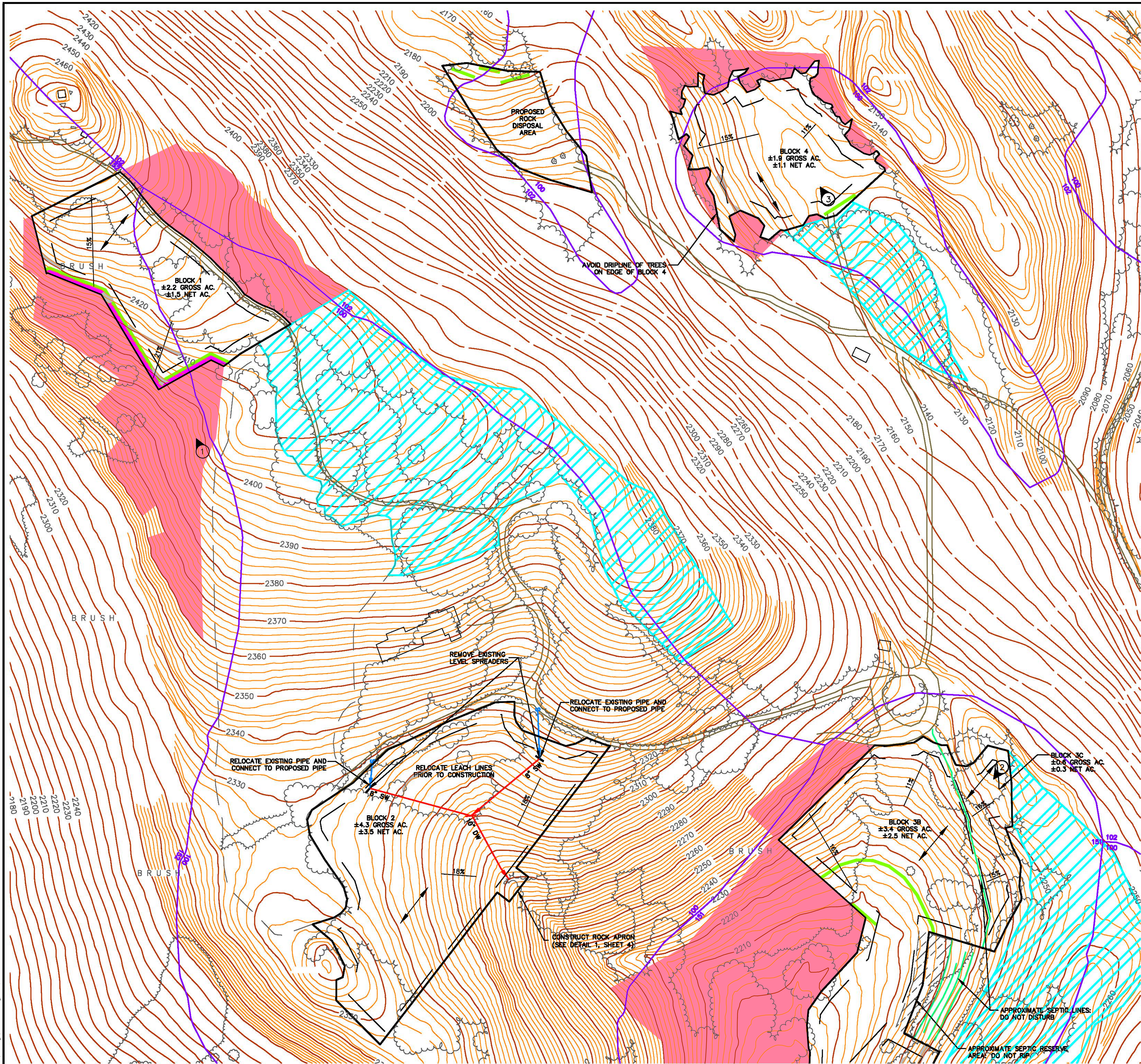


REV. NO.	DESCRIPTION	BY	DATE
1	THIS DRAWING SUPERSEDES 11212701A. NO CHANGES WERE MADE TO THIS SHEET.	RAL	7/21/14
2	THIS DRAWING SUPERSEDES 11212701B. REVISED VINEYARD DEVELOPMENT AREAS & BLOCK BOUNDARIES FOR BLOCKS 1 & 3A. REMOVED BLOCK 3D. UPDATED NOTES 5, 6, 7, 8 & 19.	TW, JCJ	11/20/15
3	THIS DRAWING SUPERSEDES 11212701C. REVISED VINEYARD DEVELOPMENT AREAS & BLOCK BOUNDARIES FOR BLOCKS 1, 3B & 4. REMOVED BLOCK 3A. UPDATED NOTES 5, 7 & 8. DELETED NOTE 13 & UPDATED NUMBERING.	RAL	10/5/16

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KONGSGAARD WINE LLC			
ATLAS PEAK			
EROSION CONTROL PLAN			
SITE PLAN			
DESIGN ENGINEER:			
J. BUSHEY, R. LEROY			
SCALE:	DRAWN BY:	DATE:	SHEET: 1
AS SHOWN	JCJ, RAL	10-5-16	OF: 4



- LEGEND**
- EXISTING VINEYARD
 - EXISTING ROAD
 - EXISTING BUILDING
 - VOLUNTARY OAK WOODLAND PRESERVATION AREA (SEE NARRATIVE)
 - CLEARING LIMITS REMOVED
 - PROPOSED VINEYARD DEVELOPMENT AREA
 - PROPOSED VINEYARD BLOCK BOUNDARY
 - EXISTING SURFACE DRAINAGE PIPELINE (ASSUMED LOCATION)
 - EXISTING WASTEWATER PIPELINE
 - PROPOSED SUBSURFACE DRAINAGE PIPELINE (SEE DETAIL 2, SHEET 4)
 - PROPOSED SUBSURFACE DRAINAGE PIPELINE SIZE CHANGE
 - PROPOSED ROCK-FILLED AVENUE (SEE DETAIL 3, SHEET 4)
 - PROPOSED STRAW WATTLE (SEE DETAIL 4, SHEET 4)
 - DW DUAL WALL CORRUGATED POLYETHYLENE PIPE
 - SW SINGLE WALL CORRUGATED POLYETHYLENE PIPE
 - AREA WHERE GROUND SLOPE IS 30 PERCENT OR GREATER
 - PROPOSED VINEYARD DIRECTION
 - PHOTO POINT NUMBER & LOCATION (SEE APPENDIX A)
 - XX AVERAGE SURFACE SLOPE
 - 102 SOIL TYPE BOUNDARY
 - 152

- USDA SOIL CLASSIFICATIONS:**
- 100 AIKEN LOAM, 2-15% SLOPE
 - 102 AIKEN LOAM, 30-50% SLOPE
 - 151 HAMBRIGHT-ROCK OUTCROP COMPLEX, 2-30% SLOPE
 - 152 HAMBRIGHT-ROCK OUTCROP COMPLEX, 30-75% SLOPE



TOPOGRAPHIC MAPPING PROVIDED BY MICHAEL W. BROOKS & ASSOCIATES, 2' CONTOUR INTERVAL
DATE OF FLIGHT 1-18-01

SEE SHEET 3

REV. NO.	DESCRIPTION	BY	DATE
1	THIS DRAWING SUPERSEDES 11212701A. UPDATED LEGEND.	RAL	7/21/14
2	THIS DRAWING SUPERSEDES 11212701B. REVISED VINEYARD DEVELOPMENT AREAS & BLOCK BOUNDARIES FOR BLOCKS 1 & 3A AND UPDATED ASSOCIATED FEATURES. REMOVED BLOCK 3D AND ASSOCIATED FEATURES. MOVED PROPOSED PIPELINE & ASSOCIATED FEATURES IN BLOCK 3A. REVISED DROP INLET AND PIPELINE SIZES. UPDATED LEGEND.	RAL, JCJ	11/20/15
3	THIS DRAWING SUPERSEDES 11212701C. REVISED VINEYARD DEVELOPMENT AREAS & BLOCK BOUNDARIES FOR BLOCKS 1, 3B & 4 AND UPDATED ASSOCIATED FEATURES. REMOVED BLOCK 3A AND ASSOCIATED FEATURES. UPDATED LEGEND.	RAL	10/5/16

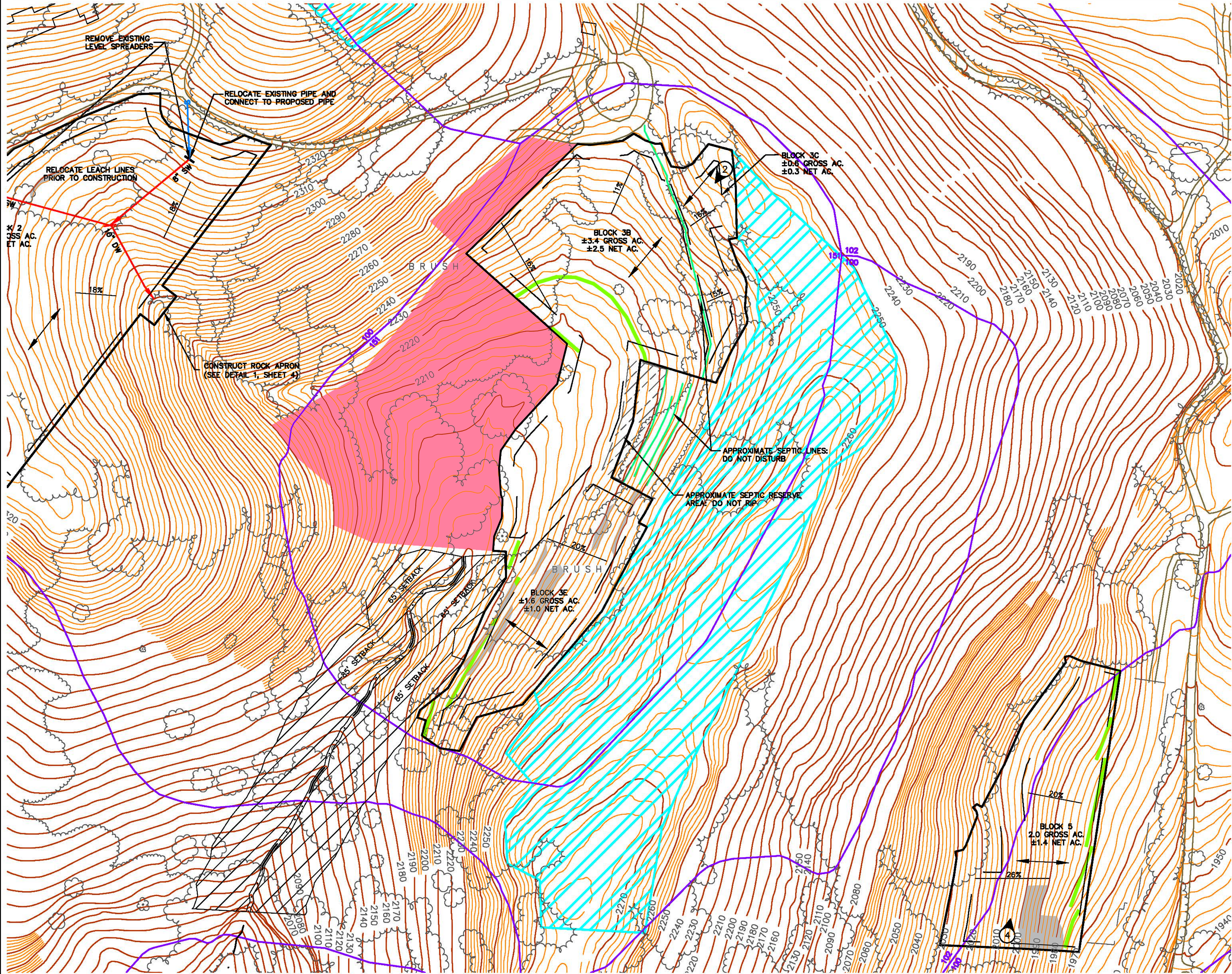


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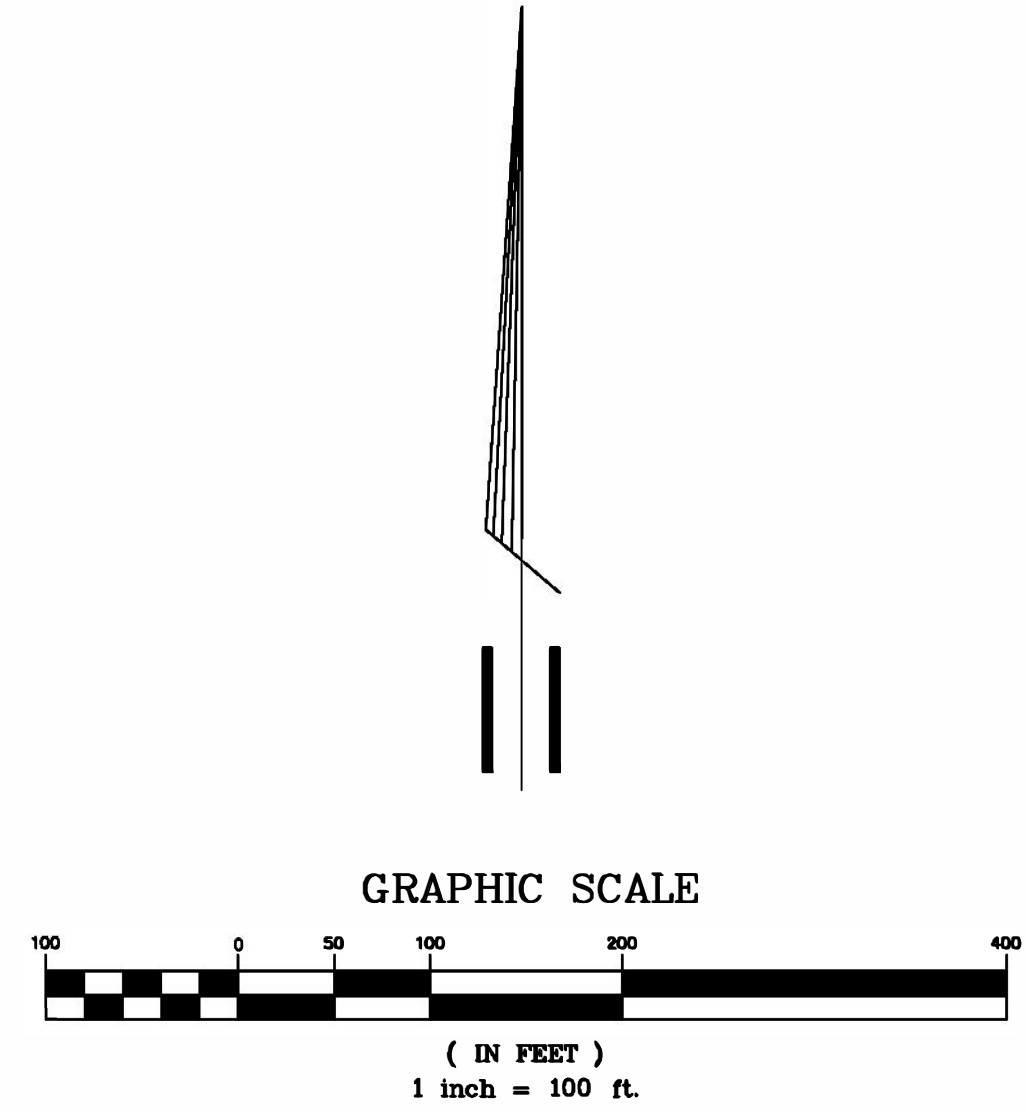
DWG. NO: 11212701D

KONGSGAARD WINE LLC	
ATLAS PEAK	
EROSION CONTROL PLAN	
VINEYARD BLOCKS 1, 2 & 4	
DESIGN ENGINEER:	
J. BUSHEY, R. LEROY	
SCALE:	AS SHOWN
DRAWN BY:	JCJ, RAL
DATE:	10-5-16
SHEET:	2
OF:	4

SEE SHEET 2



TOPOGRAPHIC MAPPING PROVIDED BY MICHAEL W. BROOKS & ASSOCIATES, 2' CONTOUR INTERVAL
DATE OF FLIGHT 1-18-01



LEGEND

- EXISTING VINEYARD
- U.S.G.S. BLUE LINE STREAM
- NAPA COUNTY STREAM SETBACK
- EXISTING ROAD
- EXISTING BUILDING
- VOLUNTARY OAK WOODLAND PRESERVATION AREA (SEE NARRATIVE)
- CLEARING LIMITS REMOVED
- PROPOSED VINEYARD DEVELOPMENT AREA
- PROPOSED VINEYARD BLOCK BOUNDARY
- EXISTING SURFACE DRAINAGE PIPELINE (ASSUMED LOCATION)
- EXISTING WASTEWATER PIPELINE
- PROPOSED SUBSURFACE DRAINAGE PIPELINE (SEE DETAIL 2, SHEET 4)
- PROPOSED SUBSURFACE DRAINAGE PIPELINE SIZE CHANGE
- PROPOSED STRAW WATTLE (SEE DETAIL 4, SHEET 4)
- DW
DUAL WALL CORRUGATED POLYETHYLENE PIPE
- SW
SINGLE WALL CORRUGATED POLYETHYLENE PIPE
- AREA WHERE GROUND SLOPE IS 30 PERCENT OR GREATER
- PROPOSED VINEROW DIRECTION
- PHOTO POINT NUMBER & LOCATION (SEE APPENDIX A)
- XX%
AVERAGE SURFACE SLOPE
- 102
100
SOIL TYPE BOUNDARY

USDA SOIL CLASSIFICATIONS:

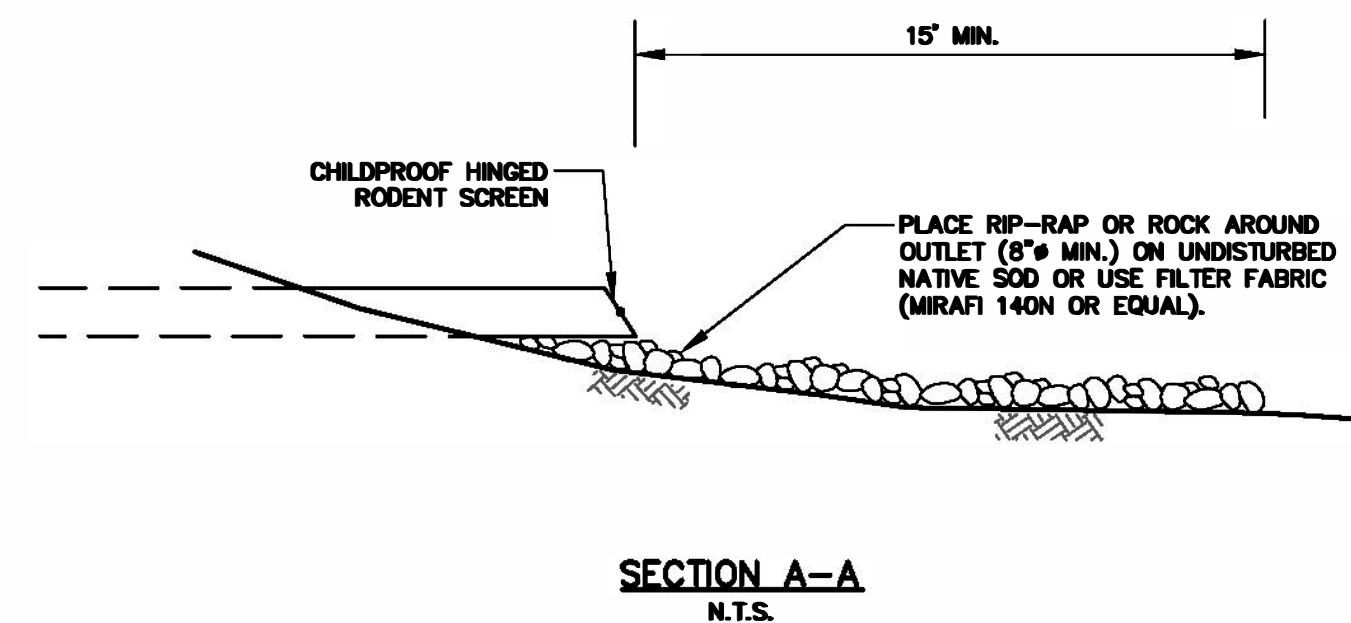
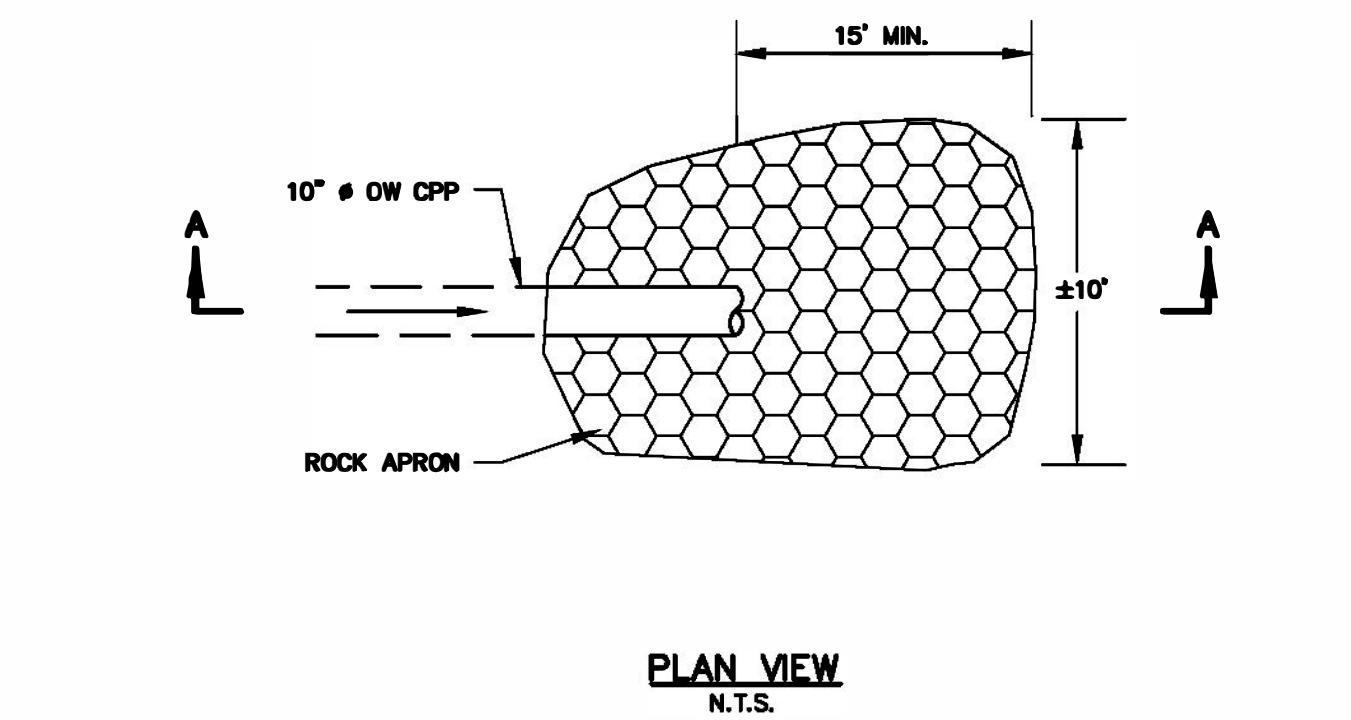
- 100
AIKEN LOAM, 2-15% SLOPE
- 102
AIKEN LOAM, 30-50% SLOPE
- 181
HAMBRIGHT-ROCK OUTCROP COMPLEX, 2-30% SLOPE



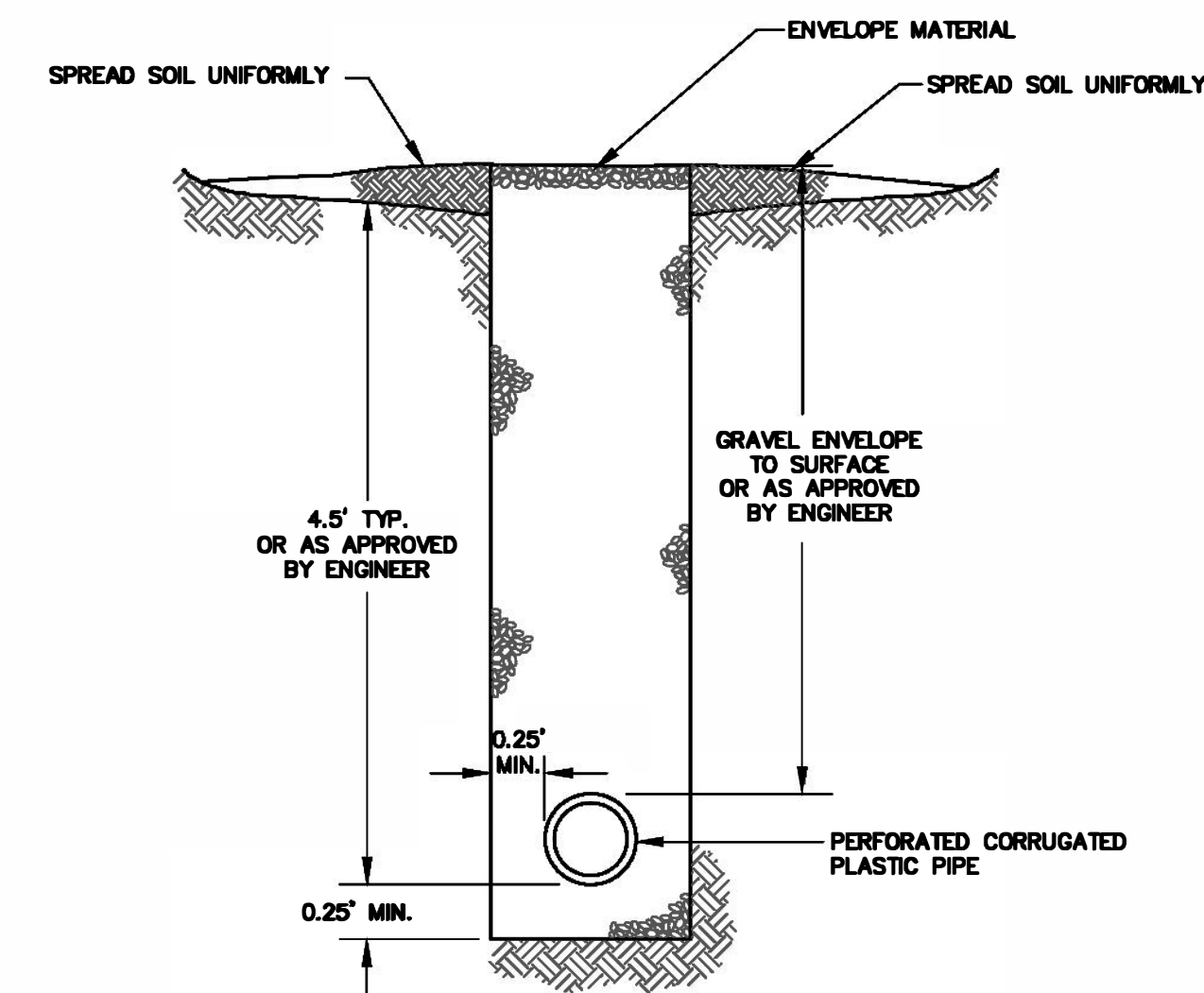
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2	THIS DRAWING SUPERSEDES 11212701B. REVISED VINEYARD DEVELOPMENT AREA & BLOCK BOUNDARY FOR BLOCK 3A AND UPDATED ASSOCIATED FEATURES. REMOVED BLOCK 3D AND ASSOCIATED FEATURES. MOVED PROPOSED PIPELINE & ASSOCIATED FEATURES IN BLOCK 3A. REVISED DROP INLET AND PIPELINE SIZES. UPDATED LEGEND.	TW, JCJ	11/20/15
3	THIS DRAWING SUPERSEDES 11212701C. REVISED VINEYARD DEVELOPMENT AREAS & BLOCK BOUNDARIES FOR BLOCK 3B AND UPDATED ASSOCIATED FEATURES. REMOVED BLOCK 3A AND ASSOCIATED FEATURES. UPDATED LEGEND.	RAL	10/5/16



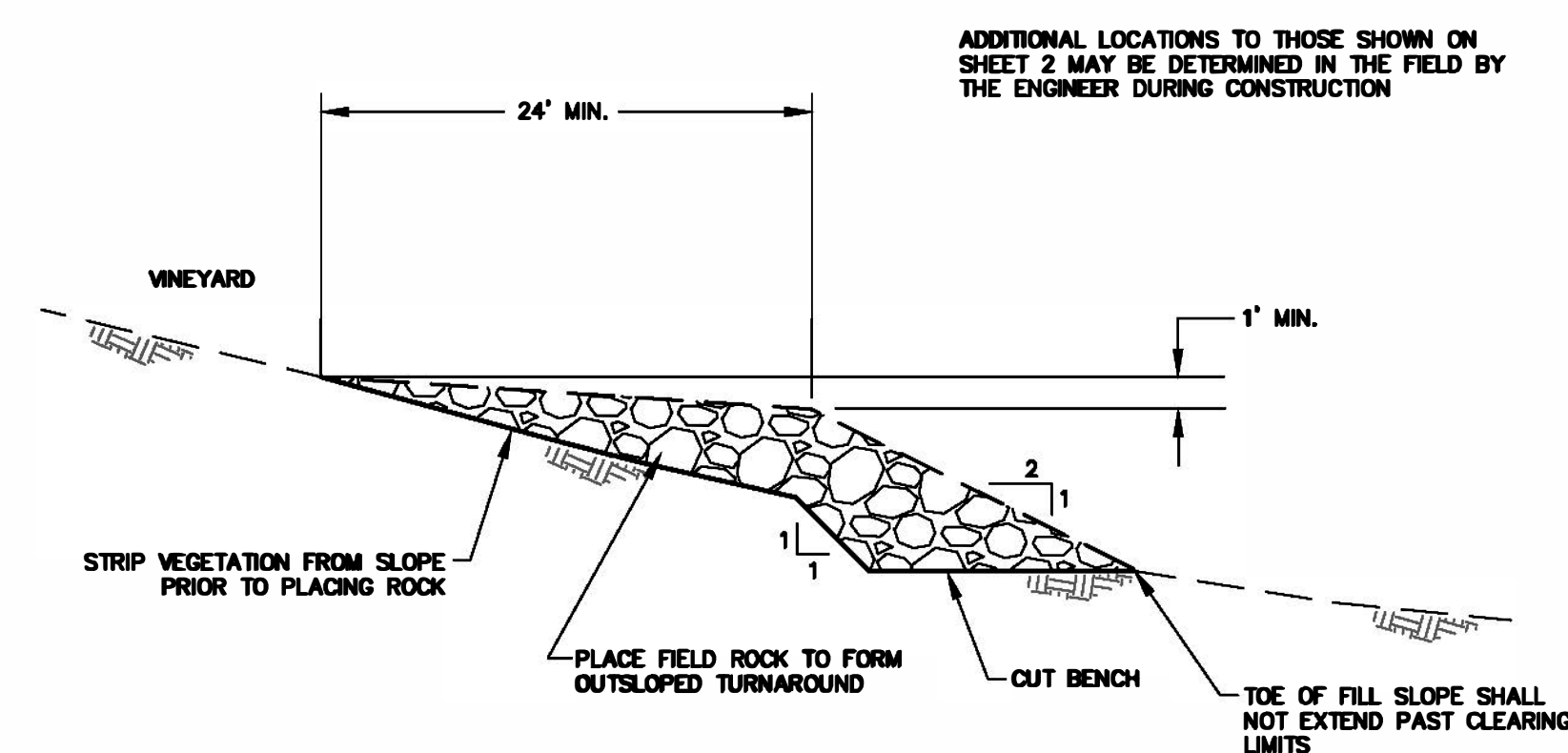
KONGSGAARD WINE LLC ATLAS PEAK			
EROSION CONTROL PLAN VINEYARD BLOCKS 3 & 5			
DESIGN ENGINEER: J. BUSHEY, R. LEROY			
SCALE: AS SHOWN	DRAWN BY: JCJ, RAL	DATE: 10-5-16	SHEET: 3 OF: 4



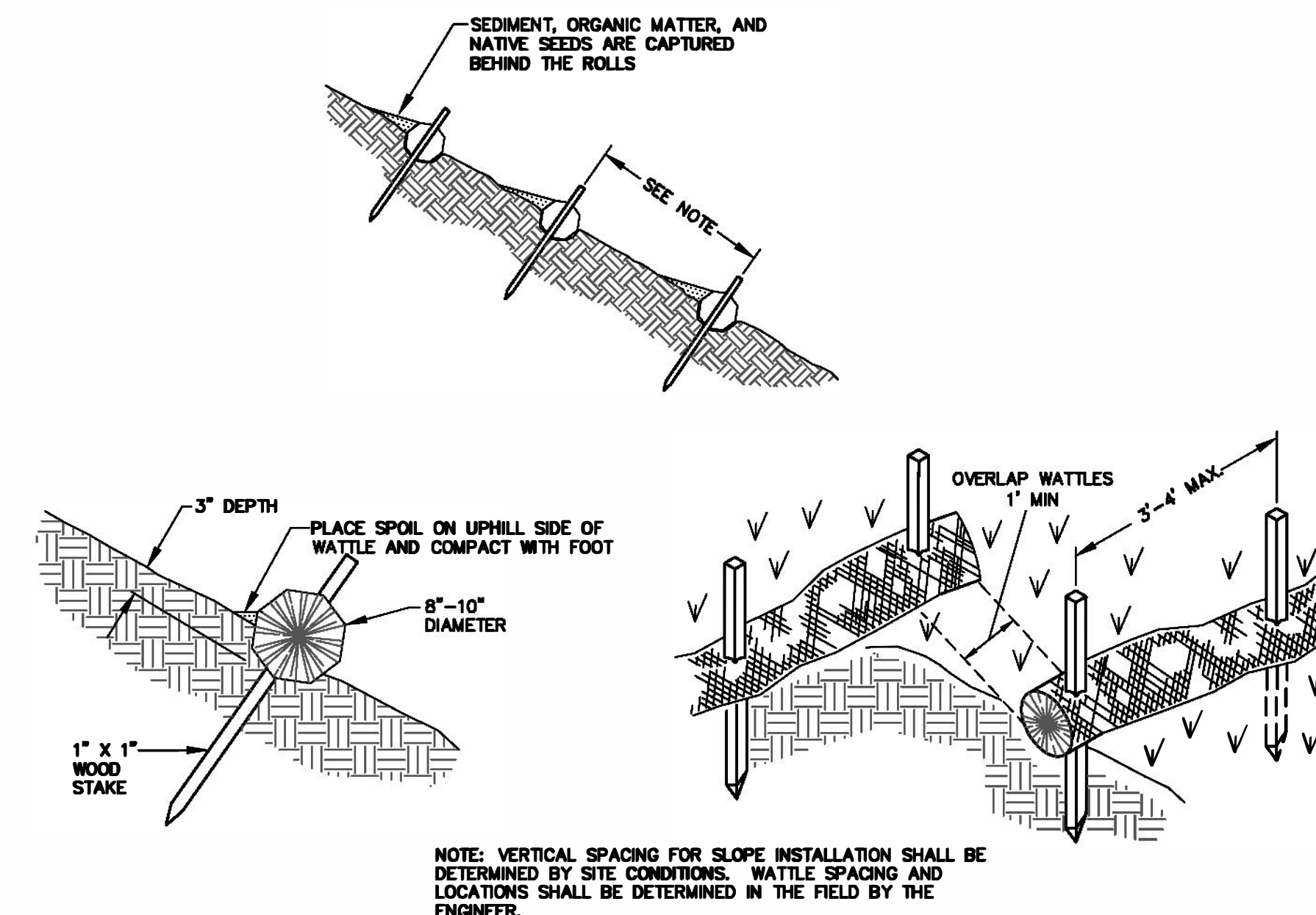
1
4
ROCK APRON
N.T.S.



2
4
SUBSURFACE DRAINAGE PIPELINE
N.T.S.



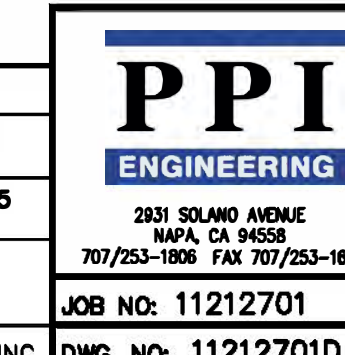
3
4
ROCK-FILLED AVENUES
N.T.S.



4
4
STRAW WATTLE INSTALLATION
N.T.S.



REV. NO.	DESCRIPTION	BY	DATE
1	THIS DRAWING SUPERSEDES 11212701A. NO CHANGES WERE MADE TO THIS SHEET.	RAL	7/21/14
2	THIS DRAWING SUPERSEDES 11212701B. NO CHANGES WERE MADE.	TW, JCJ	11/20/15
3	THIS DRAWING SUPERSEDES 11212701C. DETAILS FROM SHEETS 4 & 5 WERE DELETED. REMAINING DETAILS WERE CONSOLIDATED TO SHEET 4 & RENUMBERED.	RAL	10/5/16



KONGSGAARD WINE LLC ATLAS PEAK			
EROSION CONTROL PLAN			
DETAILS			
DESIGN ENGINEER: J. BUSHEY, R. LEROY			
SCALE: AS SHOWN	DRAWN BY: JCJ, RAL	DATE: 10-5-16	SHEET: 4 OF: 4

EXHIBIT C

EXHIBIT C

REVISED CONDITIONS OF APPROVAL

The conditions of approval set forth in the February 11, 2016 letter to Kongsgaard Wine LLC from Napa County Planning, Building & Environmental Services, are hereby revised. The County has determined these revised conditions of approval are within the scope of the ECP and conditions previously approved by the County on February 11, 2016, and hereby accepts the revised conditions of approval.

The revised erosion control plan dated October 2016 has been reviewed by Napa County in order to assure its conformance with the goals and standards contained in Napa County's Conservation Regulations. The ECP has been approved. The approved plan and narrative, P14-00069, consists of 4 plan sheets dated October 5, 2016, prepared by James R. Bushey of PPI Engineering. Furthermore, the underlying project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and the County has determined that the revised ECP is within the scope of the Mitigated Negative Declaration approved on February 11, 2016 and will not have a significant effect on the environment.

The County's approval is contingent upon the owner and the owner's agents adhering to the February 11, 2016 conditions of approval, which are hereby revised as follows (new text is shown in underline and deleted text is shown in ~~strikeout~~ format):

6. Implementation of the following measures to protect trees/woodlands:
 - i. Prior to any earthmoving activities, temporary fencing shall be placed at the edge of the dripline of trees to be retained that are located within 50-feet of the project area. The precise locations of said fences shall be inspected and approved by the Planning Division prior to the commencement of any earthmoving activities. No disturbance, including grading, placement of fill material, storage of equipment, etc. shall occur within the designated area for the duration of erosion control plan installation and vineyard installation.
 - ii. Trees removed that are not within the boundary of the project and/or not identified for removal as part of #P14-00069-ECPA shall be replaced on-site with fifteen-gallon trees at a ratio of 2:1 at locations approved by the director.
 - iii. The permittee shall refrain from severely trimming the trees and vegetation to be retained adjacent to the vineyard conversion areas.
 - iv. The permittee shall maintain 425 oak trees planted on the property between January 1, 2013 and the date of project approval (Oak Trees). The Oak Trees shall be comprised of Black Oak, California Black Oak, Canyon Oak, and Coast Live Oak. Prior to commencing any vineyard development authorized by the ECP, the permittee shall document the location of the Oak Trees and shall provide copies of such documentation to the County. On or before September 1, 2021, the permittee shall provide the County with documentation establishing that the Oak Trees are in good health. In the event any of the Oak Trees are in poor health as

determined by the permittee's professional arborist, biologist, or similar professional on September 1, 2021, the permittee shall plant additional Oak Trees to replace the Oak Trees that are in poor health as of such date. Any necessary replacement plantings shall be made in the same manner as the original 425 Oak Trees (i.e. acorns gathered onsite and planted).

- v. The owner/applicant shall enter into a conservation easement in the form attached hereto as Attachment B, with Land Trust of Napa County (LTNC), or Golden State Land Conservancy (GSLC), or with another qualified land trust, to preserve in perpetuity (1) the easternmost 8.2 acres identified as "potential woodland deed restriction" on Attachment A attached hereto and (2) the westernmost 6.7 acres and the easternmost 0.8 acres identified as "additional deed restriction area for wildlife corridor" and shaded in purple crosshatch Attachment A attached hereto. Combined, this 15.7 acre area will provide two wildlife corridors allowing for the movement of animals along the eastern and western perimeters of the Project site.

- 14. The permittee shall (at the permittee's expense) maintain well monitoring data monthly and the total annual groundwater pumped. Data requested shall include, but not necessarily be limited to, water extraction volumes and static well levels and shall be provided to County annually. Water usage shall be minimized by use of best available control technology and best water management conservation practices.

- i. No new on-site or off-site water sources, including but not limited to wells, imported water, new ponds/reservoir(s) or other surface water impoundments, or use of an existing pond to serve the vineyard shall be permitted without additional environmental review (if necessary) and may be subject to a modification to this ECPA. A new Water Availability Analysis (if necessary) shall be required prior to approval of any new water source(s) on the property serving the vineyard.
- ii. All monitoring shall commence upon planting of the area approved by the ECPA and shall be submitted annually thereafter.
- iii. The monitoring required by these conditions shall verify that the water use assumptions and actual water use are consistent with the following usage parameters for total groundwater use on the project site.:

Year	Total	Residence	Landscape	Winery	Vineyard
2016		0.5	1.5	2.0	2.1
2017	9.1	0.5	1.5	2.0	5.1
2018	9.1	0.5	1.5	2.0	5.1

2019	10.5	0.5	1.5	2.0	6.5
2020	10.5	0.5	1.5	2.0	6.5
2021	9.7	0.5	1.5	2.0	5.7
2022	9.7	0.5	1.5	2.0	5.7
2023	9.3	0.5	1.5	2.0	5.3

~~the usage and assumptions analyzed in the Water Availability Analysis prepared by Richard C. Slade & Associates LLC Consulting Groundwater Geologists dated February 11 2015 for the Kongsgaard Vineyard Property. If the actual water usage is greater than what was assumed in the WAA, the report shall analyze whether the increased water usage is likely to have potential impacts and whether it results in the annual water allocation of 35 acre-feet per year (af/yr) in normal years and 24.5 af/yr in dry years (dry years are defined as 70% or less of normal rainfall) for the project being exceeded. Total groundwater use on the project site shall not exceed 10.5 acre feet per year during vineyard establishment and 9.3 acre feet per year once vineyard blocks are established in 2023 or thereafter. Establishment water use to support any future replanting shall not exceed 10.5 acre feet. If the annual water allocation is exceeded, the report shall recommend ways in which water usage can be reduced so as not to exceed the allocation the following year. All recommendations shall be immediately implemented to the satisfaction of the PBES director. If the annual water allocation is exceeded in two consecutive years, a sufficient number of vines shall be removed from irrigation or other operational changes shall be made on the project site to ensure that the annual water allocation is not exceeded.~~

- iv. If after two successive years of reporting the monitoring shows that the annual water allocation identified above continues to be exceeded, this ECPA shall be scheduled for review by the PBES Director and possible modification, revocation or suspension provided the Director has provided notice and an opportunity for hearing in compliance with Napa County Code 13.15.070 (G-K).
- v. ~~Groundwater pumping shall not exceed 35 af/yr in normal years and 24.5 af/yr in dry years.~~
- vi. No water shall be trucked onto the project site to irrigate new vines.
- vii. No water shall be trucked onto the project site to replace groundwater diverted from existing uses to irrigate the new vines.

17. The permittee shall ensure that all cleared vegetation is mulched and thinly dispersed on the property and that no vegetation shall be burned on the property.

18. Ground disturbing activities and vineyard development approved as part of this Revised ECP are restricted to the Vineyard Blocks depicted in the Revised ECP.

Attachment A
to EXHIBIT C



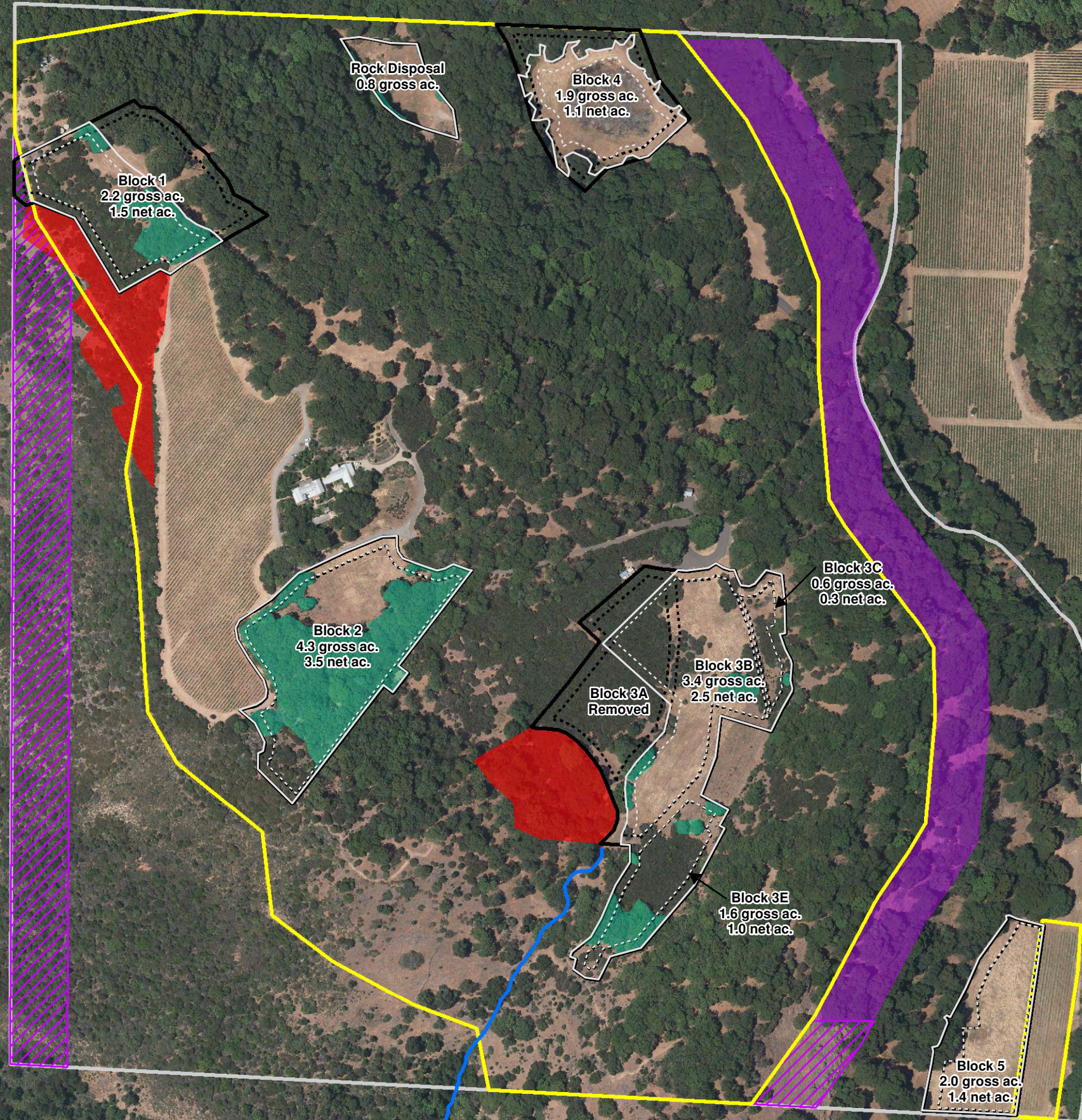
0 150 300 600 Feet

Legend

- Oak Woodland Impacted (4.1 ac.)
- Potential Woodland Deed Restriction (8.2 ac.)
- Additional Deed Restriction Area for Wildlife Corridor (7.5 ac.)
- Potential Revised Clearing Limits (16.7 ac.)
- Potential Revised Block Boundaries (11.3 ac.)
- Proposed Block Boundaries in Approved ECP (14.7 ac.)
- Proposed Clearing Limits in Approved ECP (20.8 ac.)
- Proposed Vineyard avoided prior to project approval (3.4 ac.)
- Existing Deer Fence
- Waters of the U.S.
- Approximate property line

June 2014 Napa County Aerial Photo

Oak Woodland Impacted:	x2
4.1 ac.	8.2 ac.



Attachment B
to EXHIBIT C

CONSERVATION EASEMENT DEED RESTRICTION FORM

Recorded at the Request of
and when recorded return to:

With a Copy to:

DECLARATION OF DEED RESTRICTION

(Civil Code §815 *et seq.*)

This DECLARATION OF DEED RESTRICTION (“Deed Restriction”) is made this ____ day of _____, 2016 by KONGSGAARD WINE, LLC, a California limited liability company (“Grantor”), for the benefit of the _____ (“Grantee”), for the purpose of forever conserving oak woodland and habitat. Grantee and the Grantor are collectively referred to as Parties.

RECITALS

A. Grantor is the sole owner in fee simple of certain real property located at 4375 Atlas Peak Road in Napa County, California, commonly known as APN 032-540-042, more particularly described in Attachment A attached hereto and incorporated herein by this reference (the “Property”).

B. Grantor applied for and obtained approval of Erosion Control Plan #P14-00069-ECPA and associated approval of a Mitigated Negative Declaration (“MND”) under the California Environmental Quality Act.

C. Grantor entered into a certain Settlement Agreement dated XXX, wherein the Grantor agreed to protect in perpetuity a total of 15.7 acres of oak woodlands on the Property to create an Oak Woodland Conservation Area (the “OWCA”). The areas making up the OWCA are depicted on Attachment B attached hereto and incorporated by this reference.

D. Grantor is willing to limit development of the Property such that the OWCA is provided perpetual protection subject to the terms provided herein. Grantee is authorized to accept this Deed Restriction pursuant to Civil Code §815 *et seq.*

E. To preserve and protect the habitat values of the OWCA, Grantor, as owner of the Property, is conveying to Grantee a perpetual restriction over the OWCA which will restrict the use and development of the OWCA.

AGREEMENT

In consideration of the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby grants and conveys to Grantee a restriction in gross over the OWCA with limitations set forth herein.

1. Purpose and Limitations of Deed Restriction. The purpose of this Deed Restriction is to preserve and protect the OWCA's habitat values, and to prevent any use of the OCWA that will significantly impair or interfere therewith. To prevent the impairment of the OWCA's habitat values, this Deed Restriction shall extinguish any and all land and development rights in the OWCA that would be inconsistent with this Deed Restriction. Notwithstanding the above, this Deed Restriction shall not in anyway restrict the location of the uses and developments permitted on the all portions of Property outside the OWCA depicted in Attachment B. Grantor may allow cattle grazing and develop groundwater wells and related improvements in the OWCA so long as no trees are removed as part of said uses. The following activities and uses are expressly prohibited within the OWCA: mechanical vegetation clearing, except for fire prevention or protection at the recommendation or direction of state or local fire authorities; grading; tree removal, except to replace oak trees that are in poor health; and construction or placement of any structures or buildings.

2. Reserved Rights of Grantor. Grantor shall have the right to use and develop the Property to the full extent authorized by state and local law at the time that the use or development is proposed, with the exception of those uses prohibited in the OWCA as set forth above. Nothing contained in this Deed Restriction shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the OWCA resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, the actions of third parties, the passage of legislation or regulation, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to persons or the Property resulting from such causes.

3. No Public Access. No right of access by the public to any portion of the Property is conveyed by this Deed Restriction. Apart from Grantee's rights to inspect, no right of access to any portion of the Property is conveyed to Grantee by this Deed Restriction.

4. Maintenance & Taxes. Grantor retains all responsibilities and shall bear all costs related to the ownership, operation, upkeep and maintenance of the Property.

5. Condemnation. If the Deed Restriction is taken, in whole or in part, by exercise of the power of eminent domain, the net proceeds from the condemnation shall be used in compliance with Government Code section 65966(j).

6. Assignment. This Deed Restriction may be assigned or transferred by Grantee only to another entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code section 815.3 (and any successor or other provisions then applicable). Grantee shall require the assignee to record the assignment in the official records of Napa County, California. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Deed Restriction or limit its enforcement in any way.

7. Amendment. If circumstances arise under which an amendment to or modification of this Deed Restriction would be appropriate, the Parties may jointly amend this Deed Restriction; provided that any amendment shall be consistent with the scope and purpose of

this Deed Restriction, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Napa County, California.

8. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Deed Restriction and otherwise evidences the status of this Easement as may be reasonably requested by Grantor.

9. Notices. Any notice, demand, request, consent, approval or communication that Grantee desires or is required to give to Grantor shall be in writing and either served personally or sent by first class mail, postage prepaid, to the address provided to the Napa County Assessor for property tax purposes. Any notice, demand, request, consent, approval or communication that Grantor desires or is required to give to Grantee shall be in writing and either served personally or sent by first class mail, postage prepaid, to the following address:

ADDRESS

or to such other address Grantee shall designate by written notice to Grantor.

10. General Provisions.

(a) Controlling Law. The interpretation and performance of this Deed Restriction shall be governed by the laws of the State of California.

(b) Severability. If any provision of this Deed Restriction, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed Restriction, or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

(c) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Deed Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Deed Restriction, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Paragraph 7.

(d) Successors. The covenants, terms, obligations, conditions and restrictions of this Deed Restriction shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

(e) Attorney's Fees. The prevailing party to any litigation or proceeding brought by Grantor or Grantee to enforce or interpret the Easement shall be entitled to costs incurred, including, without limitation, costs of suit and reasonable attorney's fees.

(f) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

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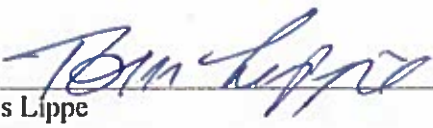
GRANTOR: KONGSGAARD WINE, LLC, a
California limited liability company

By: XXXX
Manager

Approved as to form:

Dated: 12/9, 2016

LAW OFFICES OF THOMAS N. LIPPE

By: 
Thomas Lippe
Attorneys for LIVING RIVERS COUNCIL

Dated: _____, 2016

THOMAS LAW GROUP

By: _____
Tina A. Thomas
Attorneys for KONGSGAARD WINE LLC

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Manager

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Dated: _____, 2016

LAW OFFICES OF THOMAS N. LIPPE

By: _____
Thomas Lippe
Attorneys for LIVING RIVERS COUNCIL

Dated: December 9, 2016

THOMAS LAW GROUP

For By: 
Tina A. Thomas
Attorneys for KONGSGAARD WINE LLC

EXHIBIT D

EXHIBIT D
CONSERVATION EASEMENT DEED RESTRICTION FORM

Recorded at the Request of
and when recorded return to:

With a Copy to:

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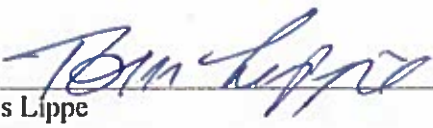
GRANTOR: KONGSGAARD WINE, LLC, a
California limited liability company

By: XXXX
Manager

Approved as to form:

Dated: 12/9, 2016

LAW OFFICES OF THOMAS N. LIPPE

By: 
Thomas Lippe
Attorneys for LIVING RIVERS COUNCIL

Dated: _____, 2016

THOMAS LAW GROUP

By: _____
Tina A. Thomas
Attorneys for KONGSGAARD WINE LLC

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By: XXXX
Manager

Approved as to form:

Dated: _____, 2016

LAW OFFICES OF THOMAS N. LIPPE

By: _____
Thomas Lippe
Attorneys for LIVING RIVERS COUNCIL

Dated: December 9, 2016

THOMAS LAW GROUP

For By: 
Tina A. Thomas
Attorneys for KONGSGAARD WINE LLC

Attachment A
to EXHIBIT D

File No. 00304520-003-ML

Schedule C
Legal Description

The Southeast quarter of Section 24 in Township 7 North, Range 4 West, Mount Diablo Base and Meridian. Excepting therefrom, however, that portion thereof lying East of the County Road leading from Napa to Atlas Peak.

APN: 032-540-042

Attachment B
to EXHIBIT D



0 150 300 600 Feet

Legend

- Oak Woodland Impacted (4.1 ac.)
- Potential Woodland Deed Restriction (8.2 ac.)
- Additional Deed Restriction Area for Wildlife Corridor (7.5 ac.)
- Potential Revised Clearing Limits (16.7 ac.)
- Potential Revised Block Boundaries (11.3 ac.)
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June 2014 Napa County Aerial Photo

Oak Woodland Impacted:	x2
4.1 ac.	8.2 ac.

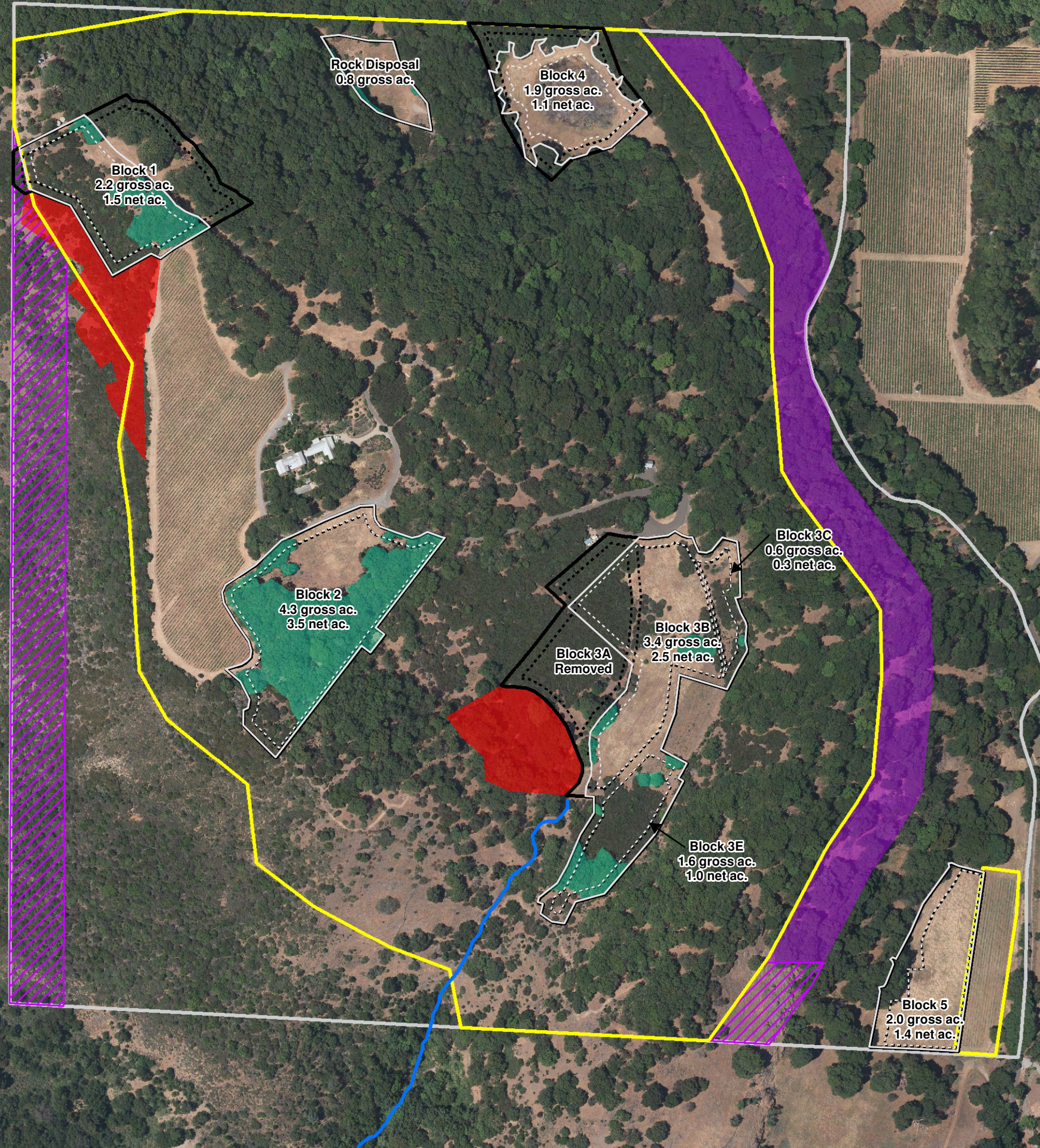


EXHIBIT E

EXHIBIT E
WILSON WITHDRAWAL OF APPEAL

December 8, 2016

Gladys I. Coil
Clerk of the Board of Supervisors
Board of Supervisors
County of Napa
1195 3rd Street
Napa, CA 94559

**Re: Appeal of Approval of Agricultural Erosion Control Plan (ECPA) #P14-00069-
ECPA and Mitigated Negative Declaration for the Kongsgaard Wine LLC Vineyard
Conversion Project.**

Dear Ms. Coil:

On February 29, 2016, I filed a Notice of Intent to Appeal regarding the above entitled Project. In order to facilitate settlement of a separate appeal of this Project by Living Rivers Council, I agree that the withdrawal of Living Rivers Council's appeal of this Project, which shall be effectuated upon the Effective Date of the settlement agreement between Living Rivers Council and Kongsgaard, will effect a complete and final withdrawal of my entire Appeal.

Thank you for your attention to this matter.

Sincerely,



James P. Wilson

EXHIBIT F

EXHIBIT F

MUFSON WITHDRAWAL OF APPEAL

December 8, 2016

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Clerk of the Board of Supervisors
Board of Supervisors
County of Napa
1195 3rd Street
Napa, CA 94559

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Sincerely,


Daniel Mufson

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