



A Tradition of Stewardship  
A Commitment to Service

MEMORANDUM

To: Napa County Planning Commission From: David Morrison, PBES Director  
Sean Trippi, Project Planner

Date: July 17, 2019 – Item #7A

Re: Supplemental Memorandum for Carneros Inn Development Agreement and Use Permit Major Modification No. P15-000190 – Revised Sections and Exhibit “I”

The Recitals and Sections of the Development Agreement identified below have been revised as follows:

• **Page 4, Recital H: Project Description.** On June 2018, Landowner proposed an updated project description which includes the following: 1) relocation of the main entryway and installation of a new entry structure and signage; 2) installation of off-site roadway landscape improvements within Caltrans and County right-of-ways; 3) replacement of the existing wood fence along Old Sonoma Road with a decorative masonry wall; 4) relocation of the Boon Fly Café restaurant to The Market location and use of the existing Boon Fly Café location for storage and staff needs; 5) relocation of The Market space to a smaller, existing office space in the adjacent building; 6) relocation of six existing recreational vehicle spaces to the Hilltop location; 7) alteration and enhancement of the existing Hilltop location; 8) relocation of the kitchen gardens located on the flag lot to the farm area; 9) Mutual Water Company’s installation of a private waterline from the terminus of an existing waterline to the Property so that the City of Napa can supply water to the Mutual Water Company, thereby eliminating groundwater use at the site; 10) installation of two pickle ball courts; 11) use of the adjoining CL zoned parcel (APN 047-110-003) as overflow parking for the Carneros Resort; 12) abandonment of the southerly portion of the Old Sonoma Highway and re-use as kitchen gardens; and 13) conveyance to the County of one-acre of Carneros Resort land on Old Sonoma Road for use as a future new fire facility. The project also requests an Exception to the County Road and Street Standards to acknowledge widths of less than 22-feet for the existing private internal access drives.

Landowner further proposed to relocate the existing fire facility from the 0.2-acre parcel to the Old Sonoma Road location and to install a concrete pad [or to dismantle and demolish the existing fire facility at its cost and expense. Regardless of the County’s decision to either relocate the existing fire facility or to construct a new fire station, Landowner proposed, at its cost and expense, to provide a driveway connection from the Fire Station Site to Old Sonoma Road with a surface that shall be capable of supporting fire apparatus weighing 75,000 pounds.](#)

~~and provide a driveway connection to Old Sonoma or if the fire facility is not relocated to pay an in-lieu fee towards the construction of a new fire facility equivalent to the cost of constructing a pad and relocating the existing fire facility~~ Landowner and Mutual Water Company proposed to allow the County to connect to Mutual Water Company's waterline to serve the relocated fire facility. The County intends to eventually construct a new fire facility at the Old Sonoma Road location. All of the improvements described in this Recital G shall be referred to as the "Project" and are shown on the Site Plan attached as Exhibit "B."

- **Page 6, Recital 0.2:** Landowner agrees to convey in fee title to the County one-acre of Carneros Resort land for use by the County Fire Department on the Old Sonoma Road side of the Carneros Resort as shown on Exhibit "B" attached hereto ("**Fire Station Site**"). No later than six (6) months after the Effective Date of this Agreement, the County shall elect whether to relocate the existing fire facility from its current location to the Fire Station Site, or to construct a new fire facility at the Fire Station Site. If the County elects to relocate the existing fire facility, (a) the County shall, at its expense and within sixty (60) days of making such election, provide Landowner with plans for the construction of a concrete pad of sufficient size to accommodate the relocated facility and (b) the Landowner shall, at its expense and within one hundred eighty (180) days of receiving County's plans, construct said pad to the County's satisfaction and relocate the existing fire facility to the Fire Station Site. Should the County elect instead to construct a new fire facility at the Fire Station Site, ~~Landowner County shall complete such construction within twenty nine (29) months of making such election and Landowner shall, as a contribution towards construction of the new fire facility, pay the equivalent cost of constructing a pad and relocating the existing facility, determined herein to be Twenty Thousand Dollars (\$20,000), prior to the completion of construction. The County~~ shall, at its expense, dismantle or demolish the existing fire facility structure and remove ~~accessory buildings, vehicles and equipment it~~ from the site within thirty (30) days of final occupancy of the new fire facility. Regardless of the County's decision to either relocate the existing fire facility or to construct a new fire station, Landowner shall, at its cost and expense, provide a driveway connection from the Fire Station Site to Old Sonoma Road with a surface that shall be capable of supporting fire apparatus weighing 75,000 pounds.

- **Page 8, Recital 0.10:** Landowner and County reaffirm and acknowledge that the property covered under the "Covenant and Use Restriction" dated November 5, 2003, and as amended March 21, 2017, attached hereto as Exhibit "H" shall continue to be used in a manner consistent with the terms of the Covenant. Nothing in this Agreement alters, modifies or supersedes this Covenant and Use Restriction.

- **Page 16, Section 12.2.3** No later than six (6) months after the Effective Date of this Agreement, the County shall elect whether to relocate the existing fire facility from its current location to the Fire Station Site, or to construct a new fire facility at the Fire Station Site. If the County elects to relocate the existing fire facility, (a) the County shall, at its expense and within sixty (60) days of making such election, provide Landowner with plans for the construction of a concrete pad of sufficient size to accommodate the relocated facility and (b) the Landowner shall, at its expense and within one hundred eighty (180) days of receiving County's plans, construct said pad to the County's satisfaction and relocate the existing fire facility to the Fire Station Site. Should the County elect instead to construct a new fire facility at the Fire Station Site, Landowner shall, at its expense, dismantle or demolish the existing fire station structure and remove ~~accessory buildings, vehicles and equipment it~~ from the site within thirty (30) days of final

occupancy of the new fire facility. ~~Regardless of the County's decision to either relocate the existing fire facility or to construct a new fire station, Landowner shall, at its cost and expense, provide a driveway connection from the Fire Station Site to Old Sonoma Road with a surface that shall be capable of supporting fire apparatus weighing 75,000 pounds. County shall complete such construction within twenty nine (29) months of making such election and Landowner shall, as a contribution towards construction of the new fire facility, pay the equivalent cost of constructing a pad and relocating the existing facility, determined herein to be Twenty Thousand Dollars (\$20,000), prior to the completion of construction. County.~~

- **Page 17, Section 12.2.12:** Landowner and County reaffirm and acknowledge that the property covered under the "Covenant and Use Restriction" dated November 5, 2003, [and as amended March 21, 2017](#), attached hereto as Exhibit "H" shall continue to be used in a manner consistent with the terms of the Covenant. Nothing in this Agreement alters, modifies or supersedes the Covenant and Use Restriction.

- **Exhibit H:** The attached Amendment to Covenant and Use Restriction on Property dated March 21, 2017, was inadvertently omitted and should be inserted as part of Exhibit H.



2017-0006974

Recorded	REC FEE	28.00
Official Records		
County of	PHOTOWORK	10.00
Napa		
JOHN TUTEUR		
Assessor-Recorder-Cou		
	LS	
11:02AM 22-Mar-2017	Page 1 of 5	

Recording Requested By and  
Return Recorded Document To:

Kevin P. Block  
Meyer Block LLP  
1109 Jefferson Street  
Napa, CA 94559

APN 047-100-062

**AMENDMENT TO COVENANT  
AND USE RESTRICTION ON PROPERTY**

This Amendment and Use Restriction on Property ("Amendment") is made as of March 21, 2017 by GF Carneros Inn, LLC, a Delaware limited liability company ("Owner") for the benefit of the County of Napa, California ("County").

**RECITALS**

A. On or about November 5, 2003, Owner's predecessor and County executed that certain Covenant and Use Restriction on Property, which was recorded on November 12, 2003 in the Official Records of Napa County as Document No. 2003-0060573 ("Covenant").

B. On or about June 6, 2014, Owner purchased a fee simple interest in that certain real property located in the County of Napa, described in the Covenant and more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Property").

C. Owner's purchase of the Property was subject to the Covenant, which runs with the land and burdens a portion of the Property depicted on the map attached hereto as Exhibit B and incorporated herein by reference ("Burdened Property").

D. Owner desires to plant a garden on a portion of the Burdened Property, and wishes to make clear that such use is consistent with, and does not violate, the terms and conditions of the Covenant.

AMENDMENT

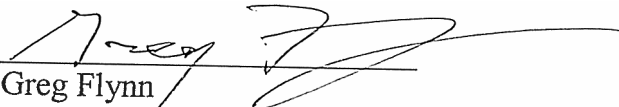
NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Owner, with the County's consent, does hereby amend the Covenant as follows:

*Notwithstanding any other provision of the Covenant to the contrary, no term or condition of the Covenant shall prohibit or restrict, or be construed to prohibit or restrict, the planting and cultivation of a garden on the Burdened Property and the harvesting of fruits, vegetables and herbs therefrom.*

All terms and provisions of the Covenant which are not modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, Owner has executed this Amendment as of the date first set forth above.

OWNER:  
GF Carneros Inn, LLC  
a Delaware limited liability company

By:   
Greg Flynn  
Vice President

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

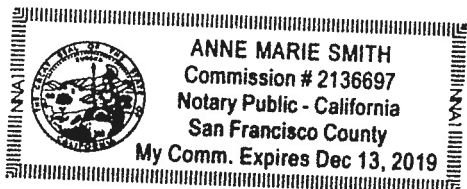
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of SAN FRANCISCO )  
On 3/21/2017 before me, Anne Marie Smith  
Date Here Insert Name and Title of the Officer  
personally appeared Greg Flynn  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Amend to Covenant Document Date: 3/21/2017  
Number of Pages: 4 Signer(s) Other Than Named Above: N/A

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

Signer's Name: Greg Flynn  
 Corporate Officer — Title(s): VP  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: GP Chiropractic LLC

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

## Exhibit A

### Legal Description of Real Property

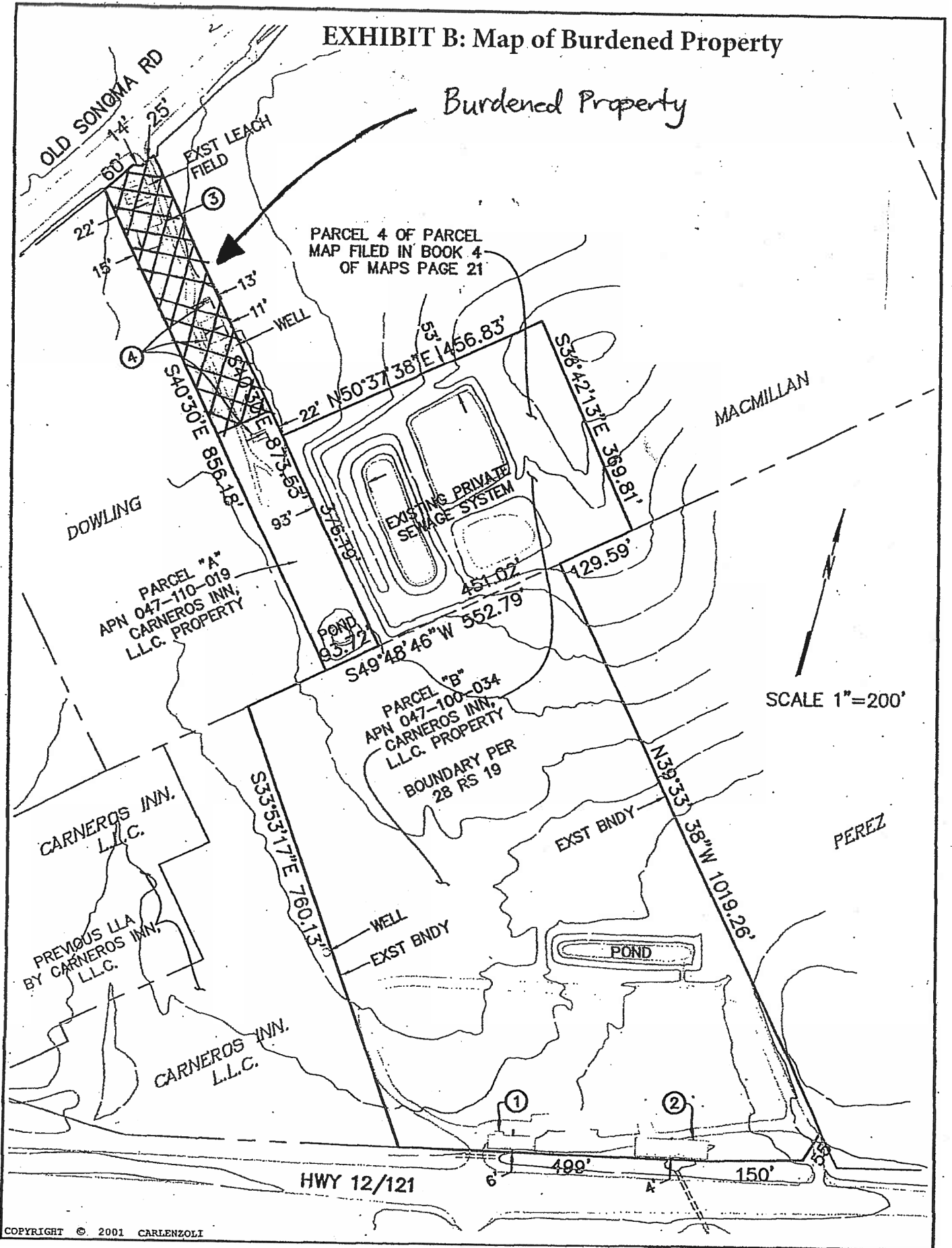
All that real property situated in the County of Napa, State of California being all that land conveyed to Carneros Inn, LLC, a California limited liability company by Deed recorded February 26, 2002 as Series Number 2002-0008175 of Official Records of Napa County, and all of Parcel 2 shown on Map No. 2227 entitled, "Portion of Entre Napa Rancho, Lands of John P. and Leota I. Zopfi", filed July 10, 1972 in Book 4 of Parcel Maps at page 21 in the office of the County Recorder of said Napa County, and a portion of Entre Napa Rancho, said lands being a portion of the lands conveyed to Carneros Inn, LLC, a California limited liability company by Deed recorded May 20, 1998 as Series Number 1998 013760 of Official Records of Napa County, and more particularly described as follows:

BEGINNING at the southwestern corner of the Lands of Zopfi (716 O.R. 993) as shown on that certain map entitled, "Record of Survey, The Lands of John P. & Leota I. Zopfi as described in 716 O.R. 993 N.C.R. and a Portion of 648 O.R. 129 N.C.R. and lying within the Entre Napa Rancho", filed on July 26, 1991 in Book 28 of Surveys at Page 19, Napa County Records; thence running along the southwestern line of said Lands of Zopfi, North 34° 17' 17" (shown as 33°53'17" on 28 RS 19) West 760.13 feet to the northwestern corner of said Lands of Zopfi; thence continuing along the northwestern line of said Lands of Zopfi, North 49° 24' 46" (shown as 49° 48' 46" on 28 RS 19) East 137.64 feet to the southwestern corner of Tract Two as described by Grant Deed filed under Series Number 1998-0024109, Napa County Records; thence continuing along the southwestern line of said Tract Two, North 40° 00' 54" (described as 40-1/2° by 1998-0024109) West 856.18 feet to the southwestern corner of the Land granted to County of Napa filed on February 23, 1966 in Book 740 of Official Records at Page 790, Napa County Records; thence along the southeastern line of said Land of Napa County, the following courses and distances: North 32° 24' 36" East 60.20 feet; North 78° 50' 31" East 14.14 feet; North 33° 50' 31" East 24.92 feet to the southeastern corner of said Land of Napa County, said corner also being on the northeastern line of said Tract Two; thence running parallel with the southwestern line of said Tract Two, South 40° 00' 54" (described as 40-1/2° by 1998-0024109) East 497.34 feet to the western corner of Parcel 2 as shown on that certain map entitled, "Parcel Map No. 2227, Portion of Entre Napa Rancho, Lands of John P. and Leota I. Zopfi" filed on July 10, 1972 in Book 4 of Parcel Maps at Page 21, Napa County Records; thence leaving said corner and along the boundary of said Parcel 2, the following courses and distances: North 50° 13' 33" (shown as 49°45'35" on 4 PM 21) East 456.83 feet (shown as 450.00 feet on 4 PM 21); South 39° 06' 43" (shown as 39°37'39" on 4 PM 21) East 369.81 feet (shown as 380.00 feet on 4 PM 21); South 49° 24' 46" (shown as 49°45'35" on 4 PM 21) West 129.59 feet to the northern corner of said Lands of Zopfi (716 O.R. 993); thence along northeastern line of said Lands of Zopfi, South 39° 57' 38" (shown as 39°33'38" on 28 RS 19) East 565.80 feet to a point on said northeastern line; thence leaving said northeastern line, the following courses and distances: South 49° 29' 06" West 504.44 feet; South 40° 30' 53" East 90.61 feet; South 49° 29' 07" West 11.82 feet; South 40° 30' 53" East 99.14 feet; North 77° 07' 36" East 87.17 feet; North 12° 52' 24" West 8.54 feet; North 77° 07' 36" East 132.00 feet; South 12° 57' 36" East 7.69 feet; North 77° 02' 24" East 196.07 feet; South 12° 57' 36" East 52.81 feet to a point on the southeastern line of said Lands of Zopfi (716 O.R. 993); thence along said southeastern line South 73° 49' 14" (shown as 74°13'14" on 28 RS 19) West 16.75 feet; thence South 77° 02' 24" (shown as 77°26'24" on 28 RS 19) West 498.77 feet to the POINT OF BEGINNING.

APN 047-100-062

# EXHIBIT B: Map of Burdened Property

Burdened Property







2003-0060573

Recorded  
Official Records  
County Of  
NAPA  
JOHN TUTEUR  
Recorder

REC FEE 34.00

10:36AM 12-Nov-2003

LS  
Page 1 of 10

**Recording Requested By And  
When Recorded, Mail To:**

Carneros Inn, LLC  
Hearst Building  
5 Third Street, Suite 700  
San Francisco, CA 94103  
Attn: Keith H. Rogal

COVENANT AND USE RESTRICTION ON PROPERTY

This Covenant and Use Restriction on Property (this "Covenant") is made as November 5, 2003, by Carneros Inn, LLC, a California limited liability company ("Inn"), and Carneros Lodge, LLC, a California limited liability company ("Lodge"), for the benefit of the County of Napa, California ("County"). Inn and Lodge are collectively referred to herein as "Owner".

RECITALS

A. Owner holds fee title to that certain real property located in the County of Napa, California more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Owner has applied to the County for a lot line adjustment ("LLA") involving the Property and adjacent real property owned by Owner.

C. As a condition to the issuance of the LLA, Owner has agreed to restrict the use of that portion of the Property indicated by cross-hatching on Exhibit B attached hereto and incorporated herein by this reference (the "Burdened Property") in accordance with the terms and conditions hereof.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Owner hereby covenants, declares and agrees as follows:

1. Recitals. Owner hereby affirms the accuracy of the foregoing Recitals which are incorporated herein by this reference

2. Restrictions on Use. Owner agrees that, other than for purposes of disposing of treated wastewater and activities directly related thereto (including ingress and egress in and out of the Burdened Property for such purposes), the Burdened Property shall not be used as an access to the hotel from Old Sonoma Road or to support the hotel or commercial activities of the Carneros Inn or the Carneros Lodge located on adjacent legal parcels in any manner. The

foregoing shall not be construed to prohibit non-commercial uses of the Burdened Property permitted by current zoning restrictions. All parcels which in sum comprise the Carneros Inn and Carneros Lodge shall be held in direct or indirect common ownership since the road system, water and wastewater systems are integrally linked. In the event the Carneros Lodge project is not constructed and the Lodge parcel(s) is sold, an irrevocable easement, in a form satisfactory to County Counsel, shall be completed prior to the sale of the Lodge parcel(s) to ensure continued access, water and wastewater availability. In the event parcels are sold, the maximum groundwater extracted from the Lodge parcel(s) for use for the Carneros Inn shall be reduced by 1 acre-ft/year for each acre sold.

3. Restrictions Run With Land. The use restrictions set forth in this Covenant ("Restrictions") shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to and bind Owner, its successors-in-interest and all persons entitled by ownership, leasehold, or other legal relationship to the right to possess all or any portion of the Burdened Property, and shall inure to the benefit of the County and its successor-in-interest. The Restrictions are enforceable by the County.

4. Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the County and that the interest of the owners and occupants of the Burdened Property shall be subject to the Restrictions contained herein. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant has been attached to or incorporated into any given deed or lease.

5. Enforcement. Without limiting any other rights or remedies of the County, the Restrictions shall be enforceable by an action for specific performance.

6. Variance. Owner may apply to the County for a written variance from the provisions of this Covenant, provided that the County shall have the sole discretion to approve or disapprove such variance.

7. Term. Unless terminated with written consent of the County, this Covenant shall continue in effect in perpetuity.

8. No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

8. Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

9. Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

10. Applicable Law. This Covenant shall be construed in accordance with the laws of the State of California.


IN WITNESS WHEREOF, Owner has executed this Covenant as of the date first set forth above.

INN:

CARNEROS INN, LLC,  
a California limited liability company

By: Carneros Holdings, LLC,  
a California limited liability company  
Its Manager

By: Carneros Partners, LLC,  
a California limited liability  
company, Its Manager

By:   
Name: Keith Rogal\*  
Title: MANAGER


\*Keith Rogal

LODGE:

CARNEROS LODGE, LLC,  
a California limited liability company

By: Carneros Holdings, LLC,  
a California limited liability company  
Its Manager

By: Carneros Partners, LLC,  
a California limited liability  
company, Its Manager

By:   
Name: Keith Rogal\*  
Title: MANAGER

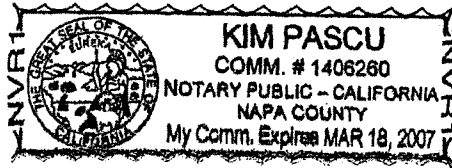
\*Keith Rogal

State of California )  
 )ss.  
County of Napa )

On Nov 11<sup>th</sup>, 2007, before me, Kim Pascu, Notary Public,  
personally appeared Keith Hamon Royal, personally known to me (or proved to  
me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kim Pascu  
NOTARY PUBLIC



State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 200\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, personally known to me (or proved to  
me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Real property situated in the State of California, County of Napa and is described as follows:

**TRACT TWO:**

Commencing at a point in the original centerline of the County Road leading from Napa to Sonoma (known as Old Sonoma Road) at the most Northern corner of the land conveyed by Chris Oesch to A. D. Welch, by Deed recorded May 17, 1909 in Book 91 of Deeds, at Page 487, said Napa County Records; running thence South 40-1/2° East along the Northeastern line of said land 14.27 chains to the most Eastern corner of said land; thence South 49-1/4° West along the Southeastern line of said land 1.42 chains; thence North 40-1/2° West parallel to the Northeastern line of said land 13.92 chains to the original centerline of said County Road above referred to; thence Northeasterly along said centerline of said County Road to the point of commencement.

Being a portion of the Entre Napa Rancho.

Excepting therefrom, however, that portion thereof lying within Old Sonoma Road, as described in the Deed to the County of Napa recorded February 24, 1966 in Book 740, at Page 790, of Official Records of Napa County.

APN: 047-110-019

**PARCEL ONE:**

All that real property situate in the County of Napa, State of California, being that portion of the Entre Napa Rancho, more particularly described as follows:

Beginning at the Most Northerly corner of Parcel One of Tract One as described in the Deed from 452 First Street East, a limited partnership to Carneros Inn, LLC, a California limited liability company, filed in the Office of the County Recorder of said Napa County on May 20, 1998, as Document Number 1998-013761, Official Records of Napa County, said corner shown as a 1/2" rebar tagged LS 6436 marking the most Westerly corner of the "Lands of Zoppi" on that certain Record of Survey filed in the office of the County Recorder of said Napa County on July 26, 1991, in Book 28 of Surveys at Page 19, and running thence South 49° 24' 46" West (shown as North 49° 30' East in said Document Number 1998-013761), along the Northwesterly line of said Parcel One of Tract One, a distance of 151.00 feet; thence leaving said Northwesterly line South 40° 35' 14" East, a distance of 174.00 feet; thence South 49° 24' 46" West, a distance of 89.00 feet; thence South 40° 35' 14" East, a distance of 168.00 feet; thence South 49° 24' 46" West, 251.00 feet; thence South 40° 35' 14" East, a distance of 33.00 feet; thence South 49° 24' 46" West, a distance of 149.20 feet to a point on the Southerly line of Tract Two as described in aforesaid Document Number 1998-013761; thence South 80° 58' 55" East (shown as South 80° 42' East in Said Document Number 1998-013761), along said Southerly line of Tract Two, a distance 111.38 feet; thence continuing along said Southerly line of Tract Two, and along the Southerly line of aforesaid Parcel One of Tract One, along the arc of a tangent curve, concave to the North, having a radius of 670.00 feet, a central angle of 11° 22' 59", and a length of 133.11 feet to a point on the Northerly line of the State Highway as described in the Deed to the State of California, filed August 25, 1954, in Volume 451 of Official Records of Napa County at Page 104; thence North 77° 02' 24" East (shown as North 77° 26' 24" East in said Volume 451 of Official Records at Page 104), along said Northerly line of the State Highway, being the Southerly line of aforesaid Parcel One of Tract One, a distance of 438.93 feet to the most Easterly corner of said Parcel One of Tract One; and thence North 34° 17' 17" West (shown as South 38 1/2° East in said Document Number 1998-013761), along the Northeasterly line of said Parcel One of Tract One, a distance of 760.13 feet to the point of beginning.

APN: 047-110-025

**PARCEL TWO:**

All that real property situate in the County of Napa, State of California, being that portion of the Entre Napa Rancho, more particularly described as follows:

Beginning at a point on the Northwesterly line of Parcel One of Tract One as described in the Deed from 452 First Street East, a limited partnership to Carneros Inn, LLC, a California limited liability company filed in the Office of the County Recorder of said Napa County on May 20, 1998, as Document Number 1998-013761, Official Records of Napa County, that is South 49° 24' 46" West (shown as North 49° 30' East in said Document Number 1998-013761), a distance of 151.00 feet from the most Northerly corner of said Parcel One of Tract One, and running thence South 40° 35' 14" East, leaving said Northwesterly line, a distance of 174.00 feet; thence South 49° 24' 46" West, a distance of 89.00 feet; thence South 40° 35' 14" East, a distance of 168.00 feet; thence South 49° 24' 46" West, a distance of 251.00 feet; thence South 40° 35' 14" East, a distance of 33.00 feet; thence South 49° 24' 46" West, a distance of 149.20 feet to a point on the Southerly line of Tract Two as described in aforesaid Document Number 1998-013761; thence North 80° 58' 55" West (shown as South 80° 42' East in said Document Number 1998-013761) along the Southerly line of said Tract Two, a distance of 88.27 feet to the Southwest corner of said Tract Two; thence North 25°

53' 41" West, along the Westerly line of said Tract Two, a distance of 318.18 feet (shown as South 26° 10' East 318.00 feet in said Document Number 1998-013761), to the most Westerly corner of said Tract Two; thence North 49° 24' 46" East, along the Northwesterly line of said Tract Two, a distance of 353.28 feet (shown as South 49° 15' West, 356.00 feet in said Document Number 1998-013761), to the most Northerly corner of said Tract Two; and thence North 49° 24' 46 East (shown as North 49° 30' East in said Document Number 1998-013761) along the Northwesterly line of aforesaid Parcel One of Tract One, a distance of 112.42 feet to the point of beginning.

APN: 047-110-026

REV. 10/92



**EXHIBIT B**

**MAP OF BURDENED PROPERTY**

