

November 26, 2019

Dana Ayres, Project Planner
Department of Planning, Building & Environmental Services
County of Napa
1195 Third Street, Suite 210
Napa, CA. 94558

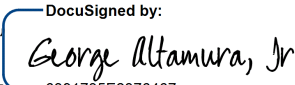
Re: Mathew Bruno Wines Tasting Room 1151 Rutherford Road, Rutherford, CA

Dear Ms. Ayres:

We understand that this project is currently under review by the County and will soon be reviewed by the Planning Commission. We are neighbors of the Rutherford property.

We have discussed the project with the owners. We understand that the project involves the establishment of a new tasting room at the above address. In addition, restoration of the historic property is a key element of the project. We believe that the proposed use and restoration will be an asset to the Rutherford community, We offer our support of the project as proposed.

Please do not hesitate to contact me if we can provide clarification or additional information.

Sincerely 
George Altamura, Jr.
Rancho Caymus Inn

November 20, 2019

Charlene Gallina, Supervising Planner
Napa County Planning, Building & Environmental Services Department
1195 Third Street, Suite 210
Napa, California 94559

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NOV 25 2019

Napa County Planning, Building
& Environmental Services

Sub: Public hearing Scheduled for Dec 4, 2019 re: Mathew Bruno Wines Tasting Room - Use Permit
Application No. P17-00387-UP

As the homeowner at 1163 Grape Lane, I am concerned with the proposed tasting room plans significantly increasing traffic on Grape Lane which could cause unsafe conditions. I believe the proposal understates the parking requirements and increases ingress/egress issues along the lane.

My comments refer to the October 31, 2019 Initial Study Checklist.

1. Page 2 Item 9 (Description of Project): the request for 10:00am to 6:00pm operating hours is outside of the hours operated by other tasting rooms in the immediate area and should be reduced.
 - A. Elizabeth Spencer Winery: 5:30pm closing
 - B. Beaulieu Vineyards: 5:00 closing
 - C. Round Pond: 4:30pm closing
 - D. Inglenook: 5:00pm closing
2. Page 24 Section XIII, section a/b: This section addresses noise from large events. As the homeowner of the property identified as "the nearest residence", I would like to understand how the outside guests will be restricted to the "eastern garden area" in order to "inhibit line of sight between the outdoor areas of the proposed project site and the nearest residence". I see no plans to keep guests from the rear (south) of the property which is direct line of sight to my residence.
3. Page 30 Section XVII, section d/e/f: This section addresses parking and uses Napa County Code 18.110.030 stating 1 parking stall per 120 sq feet. This calculation of 7 required spaces is based on the defined interior space of 684 square feet. However the total square feet of available space of indoor and outdoor wine tasting is 2500 sq ft as stated in Section VIII, section a (Page 18). What will restrict the use of outdoor space for this parking calculation? Any bi-monthly event of 30 people will in all likelihood use some of that outside space and require more parking spaces.

Additionally, the head-in parking as planned requires the destruction of trees and shrubs along the Grape Lane right of way and creates additional safety issues on the lane with backing out of those spaces.

4. Large event parking controls and other parking controls: I would like to understand how the outside guest parking will be restricted on the Grape Lane right of way. With the agreement of the Oliver family who owns vineyard land to the south of the subject property, large event parking will be on the vineyard land. There must be a condition in the permit that restricts the vehicle activity to that vineyard land and not use the right-of-way which would look convenient. In addition, the Bruno ownership must be responsible for wear and tear on the 350 ft right-of-way currently maintained by the residents which would be used by large event guests to access the vineyard land.

I am requesting your consideration for the following:

1. Reduce requested hours to be inline with other commercial tasting rooms in the immediate area.
2. Reduce the number of allowed visitors per day and restrict tasting areas to what can be accommodated by available parking.
3. Require parking on the property as previously implemented by the prior tenants so that egress can be head-on into Grape Lane. Do not allow the destruction of trees and vegetation on property not owned by Bruno.
4. Require documented use of Oliver property with approved plans for any large events to include management of traffic. Parking must not be allowed within the Grape Lane easement.



Lois Dimpfel

HAL and LARRY MOORFIELD
4080 Truxel Road
Suite 200
Sacramento, California 95834

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Napa County Planning, Building
& Environmental Services

November 22, 2019

Napa County Planning Commission
c/o Charlene Gallina, Supervising Planner
Napa County Planning, Building & Environmental Services Dept.
1195 Third Street, Suite 210
Napa, CA 94558

Subject: Matthey Bruno Wine Tasting Room - Use Permit Application #P17-00387-UP

Dear Napa County Planning Commission,

Our two families purchased property in Rutherford at 1143 Grape Lane last year. Though the property was very expensive, it was the rural setting, and peaceful nature of the property on Grape Lane that made the decision to buy and become of part of the Rutherford neighborhood and community. After reviewing the Matthew Bruno use permit plans and applications, we are very upset over the fact that the initial study suggest that this project should be approved without any mitigation. From our experience, Grape Lane is unsafe for public travel and especially for wine tasting guests, due to the limited line of sight on Highway 128 when leaving Grape Lane. Cars that are parking on the South side of Highway 128 block views of oncoming traffic in the East and West directions, and make the Grape Lane/HWY 128 intersection a dangerous situation during the busy tourist season and during harvest. It is only because of our experience, living and visiting in the Rutherford area, that we are able to navigate and leave our property on Grape Lane without accident. However wine drinking visitors from the proposed Bruno Tasting Room would present a dangerous situation to the public and themselves when leaving Grape Lane. Also, the parking proposed by Bruno along Grape Lane will ruin our rural setting and open up a corridor for cars to park on our properties.

We were never notified about the easement that was to be granted by Judgment to the Matthew Bruno property, and it is our feeling that this was an underhanded legal tactic to get their wine tasting room approved. No cars should be allowed to park along Grape Lane, and then back into the only access for Grape Lane residents to and from our properties. This will clog up our only exit and entrance to our properties, and probably even reduce the effective response of emergency services to our homes. This will be especially true for the 250 person events that are planned twice a year. How do you expect us to get to and from our houses with hundreds of cars all entering and leaving Grape Lane at the same time? No events of this size should be granted, because there is no room to park in the already too busy Rutherford area. Is Bruno getting permission from BV Winery, La Luna, and the Rutherford Grill to use their parking lots for the events being planned? If there is no easement given for event parking then no events should be allowed that will create unsafe conditions for residents of Rutherford and Grape Lane.

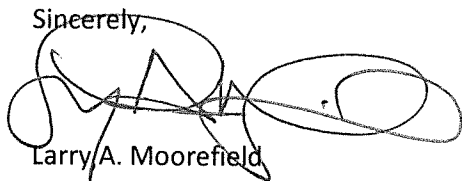
HAL and LARRY MOORFIELD
4080 Truxel Road
Suite 200
Sacramento, California 95834

November 22, 2019
Page Two

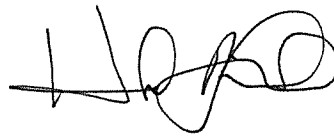
Any approval of the Bruno tasting room should be closely evaluated, and their parking should be on their property such that no car is allowed to back out into Grape Lane and potential oncoming cars. Also a dangerous situation to pedestrians, and those on bicycles will be created by the Bruno traffic and parking. Sidewalks should be required as mitigation for the Bruno project, and a gate at our entrance should be mandated so wine tasting guests are not allowed to come onto our properties.

We are also concerned about how our property values will diminish due to the negative aspects of parking, traffic, and reduction of the rural views associated with the Bruno plans and their development. With portable toilets planned along Grape Lane, and the placement of their garbage and recycling area next to the lane too, it is obvious that no consideration of the neighbors, or their properties is being made by the Bruno Family in their application for a tasting room. The Bruno plan for their wine tasting room, should have a parking lot on the Bruno property, and the added traffic should not be allowed to block our only access to leave our homes on Grape Lane. We request that you do not approve the Bruno wine tasting room, and that the consideration of neighbors, the quality-of-life we currently enjoy, the rural setting, and friendly nature of Rutherford be respected, and that above all the safety of pedestrians, people, and traveling tourist, be protected in Rutherford. Please do not destroy our neighborhood and way of life by approving the Matthew Bruno Tasting Room Plan!

Sincerely,



Larry A. Moorefield
1143 Grape Lane
Rutherford, California 94573



Hal Moorefield
1143 Grape Lane
Rutherford, California 94573

November 6, 2019

Via Email Laura.Anderson@countyofnapa.org

Laura Anderson, Deputy County Counsel
Napa County Counsel
1195 Third Street, Suite 301
Napa, CA 94559

Re: Mathew Bruno Wines Rutherford Project (No. P17-00387-UP) – Easement Over Grape Lane

Dear Laura,

As you know, Dickenson Peatman & Fogarty (DP&F) currently represents M&B Bruno Family, L.P. Last year, we filed an action to quiet title to an easement for ingress, egress, and utilities over Grape Lane (Napa County Assessor's Parcel No. 030-160-019) in the Napa County Superior Court on behalf of our client (case number 18CV000920). On November 30, 2018, we obtained a judgment quieting title to an easement over Grape Lane and that judgment was recorded with the Napa County Recorder's Office on December 5, 2018 as document number 2018-0023178. Pursuant to California law, the judgment relates back to the date we recorded our *lis pendens* on Grape Lane with the Napa County Recorder's Office on July 12, 2018 as document number 2018-0013725. (See Cal. Code Civ. Proc. § 405.24; see also *Mira Overseas Consulting Ltd. v. Muse Family Enterprises, Ltd.* (2015) 237 Cal. App. 4th 378.)

We previously sent a letter to Dana Ayers in PBES regarding our client's easement right over Grape Lane and the claim by Mr. Randal Bryant and the so-called "Grape Lane Association" that the association owns Grape Lane. A true and correct copy of my letter to Ms. Ayers, and the attachments, is enclosed herein.

Since then we have obtained an updated Litigation Guarantee on Grape Lane from First American Title Company, which shows that fee title to Grape Lane is still vested in "[t]he heirs or devisees of Adeline L. Van Vleet, also known as Adaline L. Van Vleet, deceased, Cara B. Van Vleet, deceased and Evah Poston Van Vleet, deceased, as their interests appear of record, subject to the administration of the decedent's estates." A true and correct copy of the Litigation Guarantee is enclosed herein.

While we understand that the Waiver and Release Agreement for the use permit states that the County has a long standing policy and practice of not getting involved in private disputes between neighbors and property owners regarding the use of easements, we expect that the "Grape Lane Association" may be present at the Planning Commission hearing and will object to the issuance of the use permit based on such a dispute. The "Grape Lane Association" has

Laura Anderson
Deputy County Counsel
November 6, 2019
Page 2

already submitted multiple letters to the County regarding their claims; thus, we wanted to provide additional information as to why we dispute any such claims of ownership in case it is helpful for the County and the Planning Commission in the permit process.

In short, even if the County were to choose to depart from its longstanding policy and consider the objections of the Grape Lane Association (something we do not think the County should do), those objections are not well founded because: (1) the objectors do not in fact own Grape Lane (as evidenced by the enclosed Litigation Guarantee); and (2) even if the objectors did own Grape Lane, their interest in that property is junior and subject to our client's easement as the above referenced judgment relates back to the date we recorded our Notice of Pending Action, which was prior to the date the objectors allegedly came into title.

We appreciate the County continuing to process our client's use permit. If you have any further questions or comments regarding this matter, you can reach me at mbuck@dpf-law.com or by phone at (707) 752-7122. Thank you for your time.

Sincerely,

DICKENSON, PEATMAN & FOGARTY



Marissa Buck

Enclosures

Cc (by email): Client
Paul Carey
Jeff Redding

**ATTACHMENT – June 18, 2019 Letter to
Dana Ayers**

June 18, 2019

Via Email [Dana.Ayers@countyofnapa.org]

Dana Ayers, Planner III
County of Napa
Planning, Building & Environmental Services
1195 Third Street, Suite 210
Napa, CA 94559

Re: Mathew Bruno Wines Rutherford Project – Easement Over Grape Lane

Dear Ms. Ayers,

We represented M&B Bruno Family, L.P. in the action to quiet title to an easement for ingress, egress, and utilities over Grape Lane (Napa County Assessor's Parcel No. 030-160-019), which was filed in the Napa County Superior Court last year as case number 18CV000920. On November 30, 2018, we obtained a judgment quieting title to an easement over Grape Lane and that judgment was recorded with the Napa County Recorder's Office on December 5, 2018 as document number 2018-0023178. A true and correct copy of the recorded judgment is enclosed herewith. Pursuant to California law, the judgment relates back to the date we recorded our *lis pendens* on Grape Lane, which was recorded with the Napa County Recorder's Office on July 12, 2018 as document number 2018-0013725. (See Cal. Code Civ. Proc. § 405.24; see also *Mira Overseas Consulting Ltd. v. Muse Family Enterprises, Ltd.* (2015) 237 Cal. App. 4th 378.)

The purpose of this letter is to address the claims made in the May 22, 2019 letter from Randal Bryant to you – namely his claim that the “Grape Lane Association” owns Grape Lane. Mr. Bryant attached two quit claim deeds to his letter that he claims prove such ownership. However, you should not accept the quit claim deeds from the Brovelli heirs provided by Mr. Bryant as establishing ownership of Grape Lane, just as you did not accept our client's quit claim deed from the Olivers as establishing our client's ownership of Grape Lane.

As you are already aware, our client spent significant time and money to file a quiet title action and obtain a judgment for an easement over all of Grape Lane for all lawful uses pursuant to the County's request that our client prove its easement right over Grape Lane by means other than a quitclaim deed. Obtaining and recording that judgment was more than sufficient to establish our client's easement rights, and in fact it was all that was required by the PBES department as part of the permit process.

Additionally, Mr. Bryant's quit claim deeds were recorded on March 19, 2019, which is eight months after our client's judgment for an easement over Grape Lane was recorded. Thus, even if Mr. Bryant were able to prove that such deeds did in fact convey ownership of Grape

Dana Ayers
June 18, 2019
Page 2

Lane to the Grape Lane Association, the Association's title would still be subject to our client's easement as our client's judgment was recorded well before Mr. Bryant recorded his quit claim deeds. Any objection the Association might assert against our client's exercise of its easement rights is a private civil matter between neighbors and it should not affect the permit process.

Based on the above, we respectfully request that the County continue processing the use permit and related permits for Mathew Bruno Winery located on Rutherford Road.

If you have any further questions or comments regarding this matter, you can reach me at mbuck@dpf-law.com or by phone at (707) 752-7122. Thank you for your time.

Sincerely,

DICKENSON, PEATMAN & FOGARTY



Marissa Buck

Enclosure

Cc (by email): Client
Paul Carey
Jeff Redding
Patrick Ryan



2018-0023178

Recorded
Official Records
County of
Napa
JOHN TUTEUR
Assessor-Recorder-Co.

REC FEE 36.00
CC1-CONFORMED C 1.00
HOUSING TAX-2 150.00

09:06AM 05-Dec-2018

KD
Page 1 of 1

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Paul G. Carey
Dickenson, Peatman & Fogarty, P.C.
1455 First Street, Suite 301
Napa, CA 94559

Superior Court of the State of California
County of Napa

CASE NO. 18CV000920

JUDGMENT QUIETING TITLE

1 PAUL G. CAREY, State Bar No. 105357
2 MARISSA E. BUCK, State Bar No. 293373
3 DICKENSON, PEATMAN & FOGARTY
4 A Professional Corporation
5 1455 First Street, Suite 301
6 Napa, California 94559
7 Telephone: (707) 252-7122
8 Facsimile: (707) 255-6876

9 Attorneys for Plaintiff
10 M&B Bruno Family, L.P.

FILED

NOV 30 2018

Clerk of the Napa Superior Court

By: *[Signature]*
Deputy

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF NAPA

DICKENSON PEATMAN & FOGARTY

13 M&B BRUNO FAMILY, L.P.,

14 Plaintiff,

15 vs.

16 The Testate and Intestate Successors of
17 ADELINE L. VAN VLEET, also known as
18 ADALINE L. VAN VLEET, deceased, and
19 all persons claiming by, through, or under
20 such decedent; The Testate and Intestate
21 Successors of CARA B. VAN VLEET,
22 deceased, and all persons claiming by,
23 through, or under such decedent; The
24 Testate and Intestate Successors of EVAH
25 POSTON VAN VLEET, deceased, and all
26 persons claiming by, through, or under such
27 decedent; ROBERT MERCER; TERRI
28 MERCER; and all persons unknown,
claiming any legal or equitable right, title
estate, lien, or interest in the real property
described in the Complaint adverse to
Plaintiff's claim or title, or any cloud on
Plaintiff's title thereto; and Does 3 through
100, inclusive,

Defendants.

CASE NO. 18CV000920

~~PROPOSED~~ JUDGMENT QUIETING
TITLE

RECEIVED

NOV 19 2018

NAPA SUPERIOR COURT

~~PROPOSED~~ JUDGMENT
QUIETING TITLE

1 In the within cause, ADELINE L. VAN VLEET, also known as ADALINE L. VAN
2 VLEET, CARA B. VAN VLEET, and EVAH POSTON VAN VLEET, all of whom are believed
3 to be deceased and who are hereinafter collectively referred to as the "NAMED DECEASED
4 DEFENDANTS;" THE TESTATE AND INTESTATE SUCCESSORS OF THE NAMED
5 DECEASED DEFENDANTS AND ALL PERSONS CLAIMING BY, THROUGH, OR UNDER
6 SUCH PERSONS; ROBERT MERCER; TERRI MERCER; AND ANY AND ALL OTHER
7 PERSONS' UNKNOWN, CLAIMING ANY LEGAL OR EQUITABLE RIGHT, TITLE,
8 ESTATE, LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT
9 ADVERSE TO PLAINTIFFS TITLE OR ANY CLOUD UPON PLAINTIFF'S TITLE
10 THERETO; and DOES 3 to 100, INCLUSIVE, have been properly served with summons and
11 have either failed to appear and answer Plaintiff's Complaint within the time allowed by law or
12 who, in the case of ROBERT AND TERRI MERCER have disclaimed any interest in the
13 property at issue herein and have stipulated to entry of judgment against them without costs, and
14 the default of said defendants who have failed to appear having been entered, and proof of
15 publication and service, including posting of the summons and compliant and recording of a
16 Notice of Pending Action as required by law, and proof of the allegations of the complaint,
17 having all been made to the satisfaction of the court,

18 IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

19 1) As of January 19, 2018, Plaintiff M&B BRUNO FAMILY, L.P. was and is the owner
20 of an easement for ingress, egress, and utilities over all of that certain real property situated in the
21 County of Napa, State of California, commonly known as "Grape Lane," Napa County Assessor's
22 Parcel No. 030-160-019 and more specifically described in the attached Exhibit A (the "Subject
23 Property") for the benefit of and appurtenant to that certain real property situated in the County of
24 Napa, State of California, commonly known as 1151 Rutherford Road, Napa County Assessor's
25 Parcel No. 030-160-007 and more specifically described in the attached Exhibit B (hereinafter
26 "Plaintiff's Property."), for all lawful uses of Plaintiff's Property now and in the future.


27 2) The NAMED DECEASED DEFENDANTS; THE TESTATE AND INTESTATE
28 SUCCESSORS OF THE NAMED DECEASED DEFENDANTS AND ALL PERSONS

1 CLAIMING BY, THROUGH, OR UNDER SUCH PERSONS; ROBERT MERCER; TERRI
2 MERCER; AND ANY AND ALL OTHER PERSONS' UNKNOWN, CLAIMING ANY
3 LEGAL OR EQUITABLE RIGHT, TITLE, ESTATE, LIEN, OR INTEREST IN THE
4 PROPERTY DESCRIBED IN THE COMPLAINT ADVERSE TO PLAINTIFFS TITLE OR
5 ANY CLOUD UPON PLAINTIFF'S TITLE THERETO; and DOES 3 to 100, INCLUSIVE, have
6 no right, title, or interest in the Subject Property adverse to Plaintiff's easement and are forever
7 enjoined from asserting any claim adverse to Plaintiff's easement or from interfering with
8 Plaintiff's easement now or in the future.

9 3) Plaintiff shall bear its costs in this mater.

11 IT IS SO ORDERED.

13 DATED: November 30, 2018




Judge of the Superior Court

I hereby certify the document herein
to be a true and correct copy of the
original on file with this court.

Dated: **NOV 30 2018**

Clerk of the Napa Superior Court

BY: 



28

EXHIBIT A

LEGAL DESCRIPTION

For APN/Parcel ID(s): 030-160-019-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF NAPA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A STRIP OF LAND 50 FEET WIDE FROM THE MOST EASTERLY CORNER OF THE LOT SOLD BY E.J. VAN VLEET TO H.A. FORRESTER, BY DEED DATED JANUARY 3, 1901 AND RECORDED JANUARY 24, 1901 IN LIBER 67 OF DEEDS AT PAGE 336, NAPA COUNTY RECORDS; TO THE COUNTY ROAD LEADING TO CHILES VALLEY AND LYING BETWEEN LOTS OF R. BARUT AND H.A. FORRESTER ON ONE SIDE OF DELIA A. RICHIE, AND PORTION OF THE LANDS CONVEYED FROM LOTTIE T. CUCIELLO, ET AL TO JAMES B. CHRONISTER, ET UX, RECORDED JULY 6, 1920 IN BOOK 129 OF DEEDS, PAGE 228, NAPA COUNTY RECORDS, ON THE OTHER.

EXHIBIT B

END OF DOCUMENT

Legal Description

For APN/Parcel ID(s): 030-160-007-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF NAPA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

COMMENCING ON THE SOUTHEASTERN LINE OF RUTHERFORD AVENUE, IN SAID TOWN OF RUTHERFORD, AT A POINT DISTANT NORTHEASTERLY 410 FEET FROM THE NORTHEASTERN LINE OF MAIN STREET OR STATE HIGHWAY LEADING FROM NAPA TO ST. HELENA; THENCE NORTHEASTERLY ALONG SAID LINE OF RUTHERFORD AVENUE, 50 FEET TO A STAKE; THENCE SOUTHEASTERLY PARALLEL WITH SAID STATE HIGHWAY, 150 FEET TO A STAKE; THENCE SOUTHWESTERLY PARALLEL WITH RUTHERFORD AVENUE, 50 FEET TO A STAKE; THENCE NORTHWESTERLY PARALLEL WITH SAID STATE HIGHWAY, 150 FEET TO THE PLACE OF BEGINNING.

BEING THE SAME PREMISES CONVEYED TO WM. GLOVER BY DEED RECORDED MARCH 1, 1887 IN BOOK 41 OF DEEDS AT PAGE 97, SAID NAPA COUNTY RECORDS.

PARCEL TWO:

COMMENCING ON THE SOUTHERN LINE OF RUTHERFORD AVENUE IN SAID TOWN OF RUTHERFORD, AT A POINT 350 FEET EASTERLY FROM THE INTERSECTION OF SAID AVENUE WITH THE EASTERN LINE OF THE MAIN STREET OR STATE HIGHWAY LEADING FROM NAPA TO ST. HELENA; RUNNING THENCE IN A SOUTHERLY DIRECTION AND PARALLEL WITH SAID STATE HIGHWAY, 150 FEET TO A STAKE; THENCE AT RIGHT ANGLES IN AN EASTERLY DIRECTION AND PARALLEL WITH RUTHERFORD AVENUE, 60 FEET TO A STAKE; THENCE AT RIGHT ANGLES IN A NORTHERLY DIRECTION AND PARALLEL WITH SAID STATE HIGHWAY, 150 FEET TO THE SOUTHERN LINE OF RUTHERFORD AVENUE; THENCE ALONG SAID LINE OF RUTHERFORD AVENUE IN A WESTERLY DIRECTION, 60 FEET TO THE PLACE OF COMMENCEMENT.

ATTACHMENT – Litigation Guarantee

 First American Title™	Litigation Guarantee
	ISSUED BY First American Title Insurance Company
Guarantee	GUARANTEE NUMBER 5026900-0001103E

SUBJECT TO THE LIMITATIONS CONTAINED HEREIN. THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, as of Date of Guarantee shown in Schedule A:

1. The title to the herein described estate or interest is vested in the vestee named in Schedule A.
2. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3. a) The current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in Part II of Schedule B may be necessary parties defendant in an action, the nature of which is referred to in Schedule A.

b) The current interest holders claiming some right, title or interest by reason of the matters shown in Part I of Schedule B may also be necessary parties defendant in action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in Part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are as shown in Schedule C.

THIS LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED FOR RELIED UPON FOR ANY OTHER PURPOSE.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

This jacket was created electronically and constitutes an original document.

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

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

GUARANTEE CONDITIONS AND STIPULATIONS

The following terms when used in the Guarantee mean:

1. DEFINITION OF TERMS.

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

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.

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

3. NO DUTY TO DEFEND OR PROSECUTE.

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

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.

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

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

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

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

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

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

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

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

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

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

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

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

7. DETERMINATION AND EXTENT OF LIABILITY.

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

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

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

8. LIMITATION OF LIABILITY.

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

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

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

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

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.

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

10. PAYMENT OF LOSS.

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

11. SUBROGATION UPON PAYMENT OR SETTLEMENT.

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

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

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

12. ARBITRATION.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

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

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

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT.

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

14. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707.**

 First American Title™	Litigation Guarantee
	ISSUED BY First American Title Insurance Company
Schedule A	GUARANTEE NUMBER 5026900-0001103E

Order No.: **T0018393-006-006-KD Amended**

Liability: **\$100,000.00**

Fee: [REDACTED]

1. Name of Assured:

M & B Bruno Family, LP and Dickenson, Peatman & Fogarty

2. Date of Guarantee:

August 19, 2019 at 7:30 AM

3. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to:

Quiet Title to their right to an easement over said land for access to their property

4. The estate or interest in the Land which is covered by this Guarantee is:

A FEE

5. Title to the estate or interest in the Land is vested in:

The heirs or devisees of Adeline L. Van Vleet, also known as Adaline L. Van Vleet, deceased, Cara B. Van Vleet, deceased and Evah Poston Van Vleet, deceased, as their interests appear of record, subject to the administration of the decedent's estates.

6. The Land referred to in this Guarantee is described as follows:

See Exhibit A attached hereto and made a part hereof.

By: 
Authorized Countersignature

 First American Title™	Litigation Guarantee
	ISSUED BY First American Title Insurance Company
Exhibit A	GUARANTEE NUMBER 5026900-0001103E

Order No.: **T0018393-006-006-KD**

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF NAPA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A strip of land 50 feet wide from the most easterly corner of the lot sold by E.J. Van Vleet to H.A. Forrester, by Deed dated January 3, 1901 and recorded January 24, 1901 in [Liber 67 of Deeds at page 336](#), Napa County Records; to the County Road leading to Chiles Valley and lying between lots of R. Barut and H.A. Forrester on one side of Delia A. Richie, and portion of the lands conveyed from Lottie T. Cuicello, et al to James B. Chronister, et ux, recorded July 6, 1920 in [Book 129 of Deeds, page 228](#), Napa County Records, on the other.

APN: 030-160-019

 First American Title™	Litigation Guarantee
	ISSUED BY First American Title Insurance Company
Schedule B	GUARANTEE NUMBER 5026900-0001103E

Order No.: **T0018393-006-006-KD**

Defects, liens, encumbrances or other matters affecting title:

Part I (Normal Exceptions)

1. General and special taxes and assessments for the fiscal year 2018-19, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. An easement for the right to use and to travel as a Highway or Street and incidental purposes in the document recorded February 24, 1894 as [Book 52 of Deeds at page 448](#) Napa County Records.
4. Covenants, conditions, restrictions and easements in the document recorded February 12, 1896 as [Book 58 of Deeds at page 138](#) Napa County Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violate 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
5. An easement for street purposes and incidental purposes in the document recorded February 12, 1896 as [Book 58 of Deeds at page 138](#) Napa County Records.
6. An easement for right of way or roadway and incidental purposes in the document recorded November 3, 1902 as [Book 73 of Deeds at page 198](#) Napa County Records.
7. An easement for right of way and incidental purposes in the document recorded November 3, 1902 as [Book 73 of Deeds at page 200](#) Napa County Records.
8. An easement for right of way and incidental purposes in the document recorded December 24, 1913 as [Book 107 of Deeds at page 265](#) Napa County Records.
9. An easement for right of way and incidental purposes in the document recorded July 6, 1920 as [Book 129 of Deeds at page 228](#), Napa County Records.
10. An easement for a right of way and incidental purposes in the document recorded February 27, 1929 as [Book 40 at page 182](#) of Official Records.
11. An easement for right of way and incidental purposes in the document recorded October 7, 1946 as [Book 252 at page 209](#) of Official Records.
12. An easement for right of way and incidental purposes in the document recorded September 25, 1952 as [Book 397 at page 80](#) of Official Records.
13. The effect of a Quitclaim Deed from Doris M. Jensen, an unmarried woman conveying "all right, title and interest of the Grantor" in the document recorded February 21, 1992 as Series Number [1992-0005189](#) of Official Records.



*First American Title*TM

Litigation Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5026900-0001103E

Schedule B (Continued)

Order No.: T0018393-006-006-KD

At time or recordation said Grantor had no interest in the herein described property.

14. Discrepancies or conflicts along boundary lines as disclosed by Record of Survey recorded August 2, 2005 in Book 37 of Surveys at page 35, Napa County Records.
15. The fact that the land lies within the Napa River Watermaster Service Area, as disclosed by an order of the Department of Water Resources of the State of California, a certified copy of which was recorded July 24, 2008 as Series Number 2008-0018850 of Official Records.
16. The effect of a Quitclaim Deed from Larry G. Gardner, et ux conveying "all right, title and interest of the Grantor" in the document recorded March 12, 2010 as Series Number 2010-0005489 of Official Records.

At time of recordation said Grantor had no interest in the herein described property.

17. An easement for a right of way and incidental purposes in the document recorded April 11, 2017 as Series Number 2017-0008533 of Official Records.
18. An easement for ingress and egress and incidental purposes, recorded June 21, 2018 as Series Number 2018-0012297 of Official Records.
In Favor of : M & B Bruno Family, L.P.

At time or recordation said Grantor had no interest in the herein described property.

19. Proceedings pending in the following matter as disclosed by notice of pendency of action recorded July 12, 2018 as 2018-0013725 of Official Records.
Court : Superior Court of the State of California, County of Napa
Case No. : 18CV000920
Plaintiff : M & B Bruno Family, L.P.
Defendant : The Testate and Intestate Successors of Adeline L. Van Vleet, et al
Purpose : Quiet Title

A certified copy of a judgment quieting title, recorded December 5, 2018 as Series Number 2018-0023178 of Official Records.

Court : Superior Court of the State of California, County of Napa
Case No. : 18CV000920
Plaintiff : M & B Bruno Family, L.P.
Defendants : Adeline L. Van Vleet, et al

20. The effect of the following documents:

- a. A Quit Claim Deed recorded November 6, 2018 as Series Number 2018-0021451 of Official Records
From : Barbara S. Lingafelter
To : Burrtonlaurel LLC, a Montana limited liability company
- b. A Quit Claim Deed recorded November 6, 2019 as Series Number 2018-0021452 of Official Records
From : Loretta H. Giovanazi
To : Burrtonlaurel LLC, a Montana limited liability company
- c. A Quit Claim Deed recorded November 6, 2018 as Series Number 2018-0021453 of Official Records



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Litigation Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5026900-0001103E

Schedule B (Continued)

Order No.: T0018393-006-006-KD

From : Raymond L. Hellen
To : Burrtonlaurel LLC, a Montana limited liability company

d. A Quit Claim Deed recorded March 19, 2019 as Series Number [2019-0004381](#) of Official Records

From : Edmond Brovelli
To : Grape Lane Association

e. A Quit Claim Deed recorded March 19, 2019 as Series Number [2019-0004382](#) of Official Records

From : Angela Peatman
To : Grape Lane Association

f. A Quit Claim Deed recorded June 19, 2019 as Series Number [2019-0011590](#) of Official Records

From : Angela Peatman
To : Grape Lane Association

g. A Quit Claim Deed recorded June 19, 2019 as Series Number [2019-0011591](#) of Official Records

From : Edmond Brovelli
To : Grape Lane Association

At the date of recording of the above documents, the grantors had no record interest in the land

21. The effect of an Easement Agreement executed by Burrtonlaurel LLC, a Montana limited liability company to Spencer Graham, an individual, recorded February 19, 2019 as Series Number [2019-0002628](#) of Official Records.

At the date of recording of the document, the grantor had no record interest in the land.

22. Any facts, rights, interests or claims which would be disclosed by an inspection or by a correct ALTA/NSPS survey.

23. Rights of parties in possession.

Part II (Special Exceptions)

NONE

 First American Title™	Litigation Guarantee
	ISSUED BY First American Title Insurance Company
Schedule C	GUARANTEE NUMBER 5026900-0001103E

Order No.: **T0018393-006-006-KD**

VESTING DOCUMENTS

Vesting Documents:	Recording Information
Adeline L. Van Vleet	Book 52 of Deeds at page 448
Cara B. Van Vleet	Book 71 of Deeds at page 258
Evah Poston Van Vleet	Book 72 Deeds at page 449



*First American Title*TM

Litigation Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5026900-0001103E

Schedule C (Continued)

Order No.: **T0018393-006-006-KD**

Paragraph

Recording Info

Mailing Address

20a.	2018-0021451	Barbara S. Lingafelter C/O Roman Block Block & Block LLP 1109 Jefferson Street Napa, CA 94559
20a.	2018-0021451, 2018-0021452, & 2018-021453	Burrtonlaurel LLC C/O Roman Block Block & Block LLP 1109 Jefferson Street Napa, CA 94559
20b.	2018-0021452	Loretta H. Giovanazi C/O Roman Block Block & Block LLP 1109 Jefferson Street Napa, CA 94559
20c.	2018-0021453	Raymond L. Hellen C/O Roman Block Block & Block LLP 1109 Jefferson Street Napa, CA 94559
21	2019-0002628	Spencer Graham C/O Roman Block Block & Block LLP 1109 Jefferson Street Napa, CA 94559
20d.	2019-0004381 & 2019-011591	Edmond Brovelli C/O Carrie Gallagher, Buchalter A Professional Corporation 1230 Pine Street St. Helena, CA 94574
20d.	2019-0004381 & 2019-011591	Edmond Brovelli C/O James R. Rose, JD 1230 Pine Street St. Helena, CA 94574
20d.	2019-0004381 & 2019-011591	Grape Lane Association C/O Carrie Gallagher, Buchalter A Professional Corporation 1230 Pine Street St. Helena, CA 94574
20d.	2019-0004381 & 2019-011591	Grape Lane Association C/O James R. Rose, JD



*First American Title*TM

Litigation Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5026900-0001103E

Schedule C (Continued)

Order No.: **T0018393-006-006-KD**

1230 Pine Street
St. Helena, CA 94574

20e. 2019-0004382
& 2019-011590

Angela Peatman
C/O Carrie Gallagher, Buchalter
A Professional Corporation
1230 Pine Street
St. Helena, CA 94574

20e. 2019-0004382
& 2019-011590

Angela Peatman
C/O James R. Rose, JD
1230 Pine Street
St. Helena, CA 94574

20d. 2019-0004382
& 2019-011590

Grape Lane Association
C/O Carrie Gallagher, Buchalter
A Professional Corporation
1230 Pine Street
St. Helena, CA 94574

20d. 2019-004382
& 2019-011590

Grape Lane Association
C/O James R. Rose, JD
1230 Pine Street
St. Helena, CA 94574

November 6, 2019

Via Email Laura.Anderson@countyofnapa.org

Laura Anderson, Deputy County Counsel
Napa County Counsel
1195 Third Street, Suite 301
Napa, CA 94559

Re: Mathew Bruno Wines Rutherford Project (No. P17-00387-UP) – Easement Over Grape Lane

Dear Laura,

As you know, Dickenson Peatman & Fogarty (DP&F) currently represents M&B Bruno Family, L.P. Last year, we filed an action to quiet title to an easement for ingress, egress, and utilities over Grape Lane (Napa County Assessor's Parcel No. 030-160-019) in the Napa County Superior Court on behalf of our client (case number 18CV000920). On November 30, 2018, we obtained a judgment quieting title to an easement over Grape Lane and that judgment was recorded with the Napa County Recorder's Office on December 5, 2018 as document number 2018-0023178. Pursuant to California law, the judgment relates back to the date we recorded our *lis pendens* on Grape Lane with the Napa County Recorder's Office on July 12, 2018 as document number 2018-0013725. (See Cal. Code Civ. Proc. § 405.24; see also *Mira Overseas Consulting Ltd. v. Muse Family Enterprises, Ltd.* (2015) 237 Cal. App. 4th 378.)

We previously sent a letter to Dana Ayers in PBES regarding our client's easement right over Grape Lane and the claim by Mr. Randal Bryant and the so-called "Grape Lane Association" that the association owns Grape Lane. A true and correct copy of my letter to Ms. Ayers, and the attachments, is enclosed herein.

Since then we have obtained an updated Litigation Guarantee on Grape Lane from First American Title Company, which shows that fee title to Grape Lane is still vested in "[t]he heirs or devisees of Adeline L. Van Vleet, also known as Adaline L. Van Vleet, deceased, Cara B. Van Vleet, deceased and Evah Poston Van Vleet, deceased, as their interests appear of record, subject to the administration of the decedent's estates." A true and correct copy of the Litigation Guarantee is enclosed herein.

While we understand that the Waiver and Release Agreement for the use permit states that the County has a long standing policy and practice of not getting involved in private disputes between neighbors and property owners regarding the use of easements, we expect that the "Grape Lane Association" may be present at the Planning Commission hearing and will object to the issuance of the use permit based on such a dispute. The "Grape Lane Association" has

Laura Anderson
Deputy County Counsel
November 6, 2019
Page 2

already submitted multiple letters to the County regarding their claims; thus, we wanted to provide additional information as to why we dispute any such claims of ownership in case it is helpful for the County and the Planning Commission in the permit process.

In short, even if the County were to choose to depart from its longstanding policy and consider the objections of the Grape Lane Association (something we do not think the County should do), those objections are not well founded because: (1) the objectors do not in fact own Grape Lane (as evidenced by the enclosed Litigation Guarantee); and (2) even if the objectors did own Grape Lane, their interest in that property is junior and subject to our client's easement as the above referenced judgment relates back to the date we recorded our Notice of Pending Action, which was prior to the date the objectors allegedly came into title.

We appreciate the County continuing to process our client's use permit. If you have any further questions or comments regarding this matter, you can reach me at mbuck@dpf-law.com or by phone at (707) 752-7122. Thank you for your time.

Sincerely,

DICKENSON, PEATMAN & FOGARTY



Marissa Buck

Enclosures

Cc (by email): Client
Paul Carey
Jeff Redding

**ATTACHMENT – June 18, 2019 Letter to
Dana Ayers**

June 18, 2019

Via Email [Dana.Ayers@countyofnapa.org]

Dana Ayers, Planner III
County of Napa
Planning, Building & Environmental Services
1195 Third Street, Suite 210
Napa, CA 94559

Re: Mathew Bruno Wines Rutherford Project – Easement Over Grape Lane

Dear Ms. Ayers,

We represented M&B Bruno Family, L.P. in the action to quiet title to an easement for ingress, egress, and utilities over Grape Lane (Napa County Assessor's Parcel No. 030-160-019), which was filed in the Napa County Superior Court last year as case number 18CV000920. On November 30, 2018, we obtained a judgment quieting title to an easement over Grape Lane and that judgment was recorded with the Napa County Recorder's Office on December 5, 2018 as document number 2018-0023178. A true and correct copy of the recorded judgment is enclosed herewith. Pursuant to California law, the judgment relates back to the date we recorded our *lis pendens* on Grape Lane, which was recorded with the Napa County Recorder's Office on July 12, 2018 as document number 2018-0013725. (See Cal. Code Civ. Proc. § 405.24; see also *Mira Overseas Consulting Ltd. v. Muse Family Enterprises, Ltd.* (2015) 237 Cal. App. 4th 378.)

The purpose of this letter is to address the claims made in the May 22, 2019 letter from Randal Bryant to you – namely his claim that the “Grape Lane Association” owns Grape Lane. Mr. Bryant attached two quit claim deeds to his letter that he claims prove such ownership. However, you should not accept the quit claim deeds from the Brovelli heirs provided by Mr. Bryant as establishing ownership of Grape Lane, just as you did not accept our client's quit claim deed from the Olivers as establishing our client's ownership of Grape Lane.

As you are already aware, our client spent significant time and money to file a quiet title action and obtain a judgment for an easement over all of Grape Lane for all lawful uses pursuant to the County's request that our client prove its easement right over Grape Lane by means other than a quitclaim deed. Obtaining and recording that judgment was more than sufficient to establish our client's easement rights, and in fact it was all that was required by the PBES department as part of the permit process.

Additionally, Mr. Bryant's quit claim deeds were recorded on March 19, 2019, which is eight months after our client's judgment for an easement over Grape Lane was recorded. Thus, even if Mr. Bryant were able to prove that such deeds did in fact convey ownership of Grape

Dana Ayers
June 18, 2019
Page 2

Lane to the Grape Lane Association, the Association's title would still be subject to our client's easement as our client's judgment was recorded well before Mr. Bryant recorded his quit claim deeds. Any objection the Association might assert against our client's exercise of its easement rights is a private civil matter between neighbors and it should not affect the permit process.

Based on the above, we respectfully request that the County continue processing the use permit and related permits for Mathew Bruno Winery located on Rutherford Road.

If you have any further questions or comments regarding this matter, you can reach me at mbuck@dpf-law.com or by phone at (707) 752-7122. Thank you for your time.

Sincerely,

DICKENSON, PEATMAN & FOGARTY



Marissa Buck

Enclosure

Cc (by email): Client
Paul Carey
Jeff Redding
Patrick Ryan



2018-0023178

Recorded
Official Records
County of
Napa
JOHN TUTEUR
Assessor-Recorder-Co.

REC FEE 36.00
CC1-CONFORMED C 1.00
HOUSING TAX-2 150.00

09:06AM 05-Dec-2018

KD
Page 1 of 1

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Paul G. Carey
Dickenson, Peatman & Fogarty, P.C.
1455 First Street, Suite 301
Napa, CA 94559

Superior Court of the State of California
County of Napa

CASE NO. 18CV000920

JUDGMENT QUIETING TITLE

1 PAUL G. CAREY, State Bar No. 105357
2 MARISSA E. BUCK, State Bar No. 293373
3 DICKENSON, PEATMAN & FOGARTY
4 A Professional Corporation
5 1455 First Street, Suite 301
6 Napa, California 94559
7 Telephone: (707) 252-7122
8 Facsimile: (707) 255-6876

9 Attorneys for Plaintiff
10 M&B Bruno Family, L.P.

FILED

NOV 30 2018

Clerk of the Napa Superior Court

By: *[Signature]*
Deputy

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF NAPA

DICKENSON PEATMAN & FOGARTY

13 M&B BRUNO FAMILY, L.P.,

14 Plaintiff,

15 vs.

16 The Testate and Intestate Successors of
17 ADELINE L. VAN VLEET, also known as
18 ADALINE L. VAN VLEET, deceased, and
19 all persons claiming by, through, or under
20 such decedent; The Testate and Intestate
21 Successors of CARA B. VAN VLEET,
22 deceased, and all persons claiming by,
23 through, or under such decedent; The
24 Testate and Intestate Successors of EVAH
25 POSTON VAN VLEET, deceased, and all
26 persons claiming by, through, or under such
27 decedent; ROBERT MERCER; TERRI
28 MERCER; and all persons unknown,
claiming any legal or equitable right, title
estate, lien, or interest in the real property
described in the Complaint adverse to
Plaintiff's claim or title, or any cloud on
Plaintiff's title thereto; and Does 3 through
100, inclusive,

Defendants.

CASE NO. 18CV000920

~~PROPOSED~~ JUDGMENT QUIETING
TITLE

RECEIVED

NOV 19 2018

NAPA SUPERIOR COURT

~~PROPOSED~~ JUDGMENT
QUIETING TITLE

1 In the within cause, ADELINE L. VAN VLEET, also known as ADALINE L. VAN
2 VLEET, CARA B. VAN VLEET, and EVAH POSTON VAN VLEET, all of whom are believed
3 to be deceased and who are hereinafter collectively referred to as the "NAMED DECEASED
4 DEFENDANTS;" THE TESTATE AND INTESTATE SUCCESSORS OF THE NAMED
5 DECEASED DEFENDANTS AND ALL PERSONS CLAIMING BY, THROUGH, OR UNDER
6 SUCH PERSONS; ROBERT MERCER; TERRI MERCER; AND ANY AND ALL OTHER
7 PERSONS' UNKNOWN, CLAIMING ANY LEGAL OR EQUITABLE RIGHT, TITLE,
8 ESTATE, LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT
9 ADVERSE TO PLAINTIFFS TITLE OR ANY CLOUD UPON PLAINTIFF'S TITLE
10 THERETO; and DOES 3 to 100, INCLUSIVE, have been properly served with summons and
11 have either failed to appear and answer Plaintiff's Complaint within the time allowed by law or
12 who, in the case of ROBERT AND TERRI MERCER have disclaimed any interest in the
13 property at issue herein and have stipulated to entry of judgment against them without costs, and
14 the default of said defendants who have failed to appear having been entered, and proof of
15 publication and service, including posting of the summons and compliant and recording of a
16 Notice of Pending Action as required by law, and proof of the allegations of the complaint,
17 having all been made to the satisfaction of the court,

18 IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

19 1) As of January 19, 2018, Plaintiff M&B BRUNO FAMILY, L.P. was and is the owner
20 of an easement for ingress, egress, and utilities over all of that certain real property situated in the
21 County of Napa, State of California, commonly known as "Grape Lane," Napa County Assessor's
22 Parcel No. 030-160-019 and more specifically described in the attached Exhibit A (the "Subject
23 Property") for the benefit of and appurtenant to that certain real property situated in the County of
24 Napa, State of California, commonly known as 1151 Rutherford Road, Napa County Assessor's
25 Parcel No. 030-160-007 and more specifically described in the attached Exhibit B (hereinafter
26 "Plaintiff's Property."), for all lawful uses of Plaintiff's Property now and in the future.


27 2) The NAMED DECEASED DEFENDANTS; THE TESTATE AND INTESTATE
28 SUCCESSORS OF THE NAMED DECEASED DEFENDANTS AND ALL PERSONS

1 CLAIMING BY, THROUGH, OR UNDER SUCH PERSONS; ROBERT MERCER; TERRI
2 MERCER; AND ANY AND ALL OTHER PERSONS' UNKNOWN, CLAIMING ANY
3 LEGAL OR EQUITABLE RIGHT, TITLE, ESTATE, LIEN, OR INTEREST IN THE
4 PROPERTY DESCRIBED IN THE COMPLAINT ADVERSE TO PLAINTIFFS TITLE OR
5 ANY CLOUD UPON PLAINTIFF'S TITLE THERETO; and DOES 3 to 100, INCLUSIVE, have
6 no right, title, or interest in the Subject Property adverse to Plaintiff's easement and are forever
7 enjoined from asserting any claim adverse to Plaintiff's easement or from interfering with
8 Plaintiff's easement now or in the future.

9 3) Plaintiff shall bear its costs in this mater.

11 IT IS SO ORDERED.

13 DATED: November 30, 2018




Judge of the Superior Court

I hereby certify the document herein
to be a true and correct copy of the
original on file with this court.

Dated: **NOV 30 2018**

Clerk of the Napa Superior Court

BY: 



28

EXHIBIT A

LEGAL DESCRIPTION

For APN/Parcel ID(s): 030-160-019-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF NAPA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A STRIP OF LAND 50 FEET WIDE FROM THE MOST EASTERLY CORNER OF THE LOT SOLD BY E.J. VAN VLEET TO H.A. FORRESTER, BY DEED DATED JANUARY 3, 1901 AND RECORDED JANUARY 24, 1901 IN LIBER 67 OF DEEDS AT PAGE 336, NAPA COUNTY RECORDS; TO THE COUNTY ROAD LEADING TO CHILES VALLEY AND LYING BETWEEN LOTS OF R. BARUT AND H.A. FORRESTER ON ONE SIDE OF DELIA A. RICHIE, AND PORTION OF THE LANDS CONVEYED FROM LOTTIE T. CUCIELLO, ET AL TO JAMES B. CHRONISTER, ET UX, RECORDED JULY 6, 1920 IN BOOK 129 OF DEEDS, PAGE 228, NAPA COUNTY RECORDS, ON THE OTHER.

EXHIBIT B

END OF DOCUMENT

Legal Description

For APN/Parcel ID(s): 030-160-007-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF NAPA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

COMMENCING ON THE SOUTHEASTERN LINE OF RUTHERFORD AVENUE, IN SAID TOWN OF RUTHERFORD, AT A POINT DISTANT NORTHEASTERLY 410 FEET FROM THE NORTHEASTERN LINE OF MAIN STREET OR STATE HIGHWAY LEADING FROM NAPA TO ST. HELENA; THENCE NORTHEASTERLY ALONG SAID LINE OF RUTHERFORD AVENUE, 50 FEET TO A STAKE; THENCE SOUTHEASTERLY PARALLEL WITH SAID STATE HIGHWAY, 150 FEET TO A STAKE; THENCE SOUTHWESTERLY PARALLEL WITH RUTHERFORD AVENUE, 50 FEET TO A STAKE; THENCE NORTHWESTERLY PARALLEL WITH SAID STATE HIGHWAY, 150 FEET TO THE PLACE OF BEGINNING.

BEING THE SAME PREMISES CONVEYED TO WM. GLOVER BY DEED RECORDED MARCH 1, 1887 IN BOOK 41 OF DEEDS AT PAGE 97, SAID NAPA COUNTY RECORDS.

PARCEL TWO:

COMMENCING ON THE SOUTHERN LINE OF RUTHERFORD AVENUE IN SAID TOWN OF RUTHERFORD, AT A POINT 350 FEET EASTERLY FROM THE INTERSECTION OF SAID AVENUE WITH THE EASTERN LINE OF THE MAIN STREET OR STATE HIGHWAY LEADING FROM NAPA TO ST. HELENA; RUNNING THENCE IN A SOUTHERLY DIRECTION AND PARALLEL WITH SAID STATE HIGHWAY, 150 FEET TO A STAKE; THENCE AT RIGHT ANGLES IN AN EASTERLY DIRECTION AND PARALLEL WITH RUTHERFORD AVENUE, 60 FEET TO A STAKE; THENCE AT RIGHT ANGLES IN A NORTHERLY DIRECTION AND PARALLEL WITH SAID STATE HIGHWAY, 150 FEET TO THE SOUTHERN LINE OF RUTHERFORD AVENUE; THENCE ALONG SAID LINE OF RUTHERFORD AVENUE IN A WESTERLY DIRECTION, 60 FEET TO THE PLACE OF COMMENCEMENT.

ATTACHMENT – Litigation Guarantee

 First American Title™	Litigation Guarantee
	ISSUED BY First American Title Insurance Company
Guarantee	GUARANTEE NUMBER 5026900-0001103E

SUBJECT TO THE LIMITATIONS CONTAINED HEREIN. THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, as of Date of Guarantee shown in Schedule A:

1. The title to the herein described estate or interest is vested in the vestee named in Schedule A.
2. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3. a) The current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in Part II of Schedule B may be necessary parties defendant in an action, the nature of which is referred to in Schedule A.

b) The current interest holders claiming some right, title or interest by reason of the matters shown in Part I of Schedule B may also be necessary parties defendant in action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in Part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are as shown in Schedule C.

THIS LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED FOR RELIED UPON FOR ANY OTHER PURPOSE.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

This jacket was created electronically and constitutes an original document.

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

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

GUARANTEE CONDITIONS AND STIPULATIONS

The following terms when used in the Guarantee mean:

1. DEFINITION OF TERMS.

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

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.

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

3. NO DUTY TO DEFEND OR PROSECUTE.

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

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.

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

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

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

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

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

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

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

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

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

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

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

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

7. DETERMINATION AND EXTENT OF LIABILITY.

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

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

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

8. LIMITATION OF LIABILITY.

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

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

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

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

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.

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

10. PAYMENT OF LOSS.

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

11. SUBROGATION UPON PAYMENT OR SETTLEMENT.

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

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

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

12. ARBITRATION.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

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

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

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT.

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

14. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707.**

 First American Title™	Litigation Guarantee
	ISSUED BY First American Title Insurance Company
Schedule A	GUARANTEE NUMBER 5026900-0001103E

Order No.: **T0018393-006-006-KD Amended**

Liability: **\$100,000.00**

Fee: [REDACTED]

1. Name of Assured:

M & B Bruno Family, LP and Dickenson, Peatman & Fogarty

2. Date of Guarantee:

August 19, 2019 at 7:30 AM

3. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to:

Quiet Title to their right to an easement over said land for access to their property

4. The estate or interest in the Land which is covered by this Guarantee is:

A FEE

5. Title to the estate or interest in the Land is vested in:

The heirs or devisees of Adeline L. Van Vleet, also known as Adaline L. Van Vleet, deceased, Cara B. Van Vleet, deceased and Evah Poston Van Vleet, deceased, as their interests appear of record, subject to the administration of the decedent's estates.

6. The Land referred to in this Guarantee is described as follows:

See Exhibit A attached hereto and made a part hereof.

By: 
Authorized Countersignature

 First American Title™	Litigation Guarantee
	ISSUED BY First American Title Insurance Company
Exhibit A	GUARANTEE NUMBER 5026900-0001103E

Order No.: **T0018393-006-006-KD**

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF NAPA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A strip of land 50 feet wide from the most easterly corner of the lot sold by E.J. Van Vleet to H.A. Forrester, by Deed dated January 3, 1901 and recorded January 24, 1901 in [Liber 67 of Deeds at page 336](#), Napa County Records; to the County Road leading to Chiles Valley and lying between lots of R. Barut and H.A. Forrester on one side of Delia A. Richie, and portion of the lands conveyed from Lottie T. Cuicello, et al to James B. Chronister, et ux, recorded July 6, 1920 in [Book 129 of Deeds, page 228](#), Napa County Records, on the other.

APN: 030-160-019

 First American Title™	Litigation Guarantee
	ISSUED BY First American Title Insurance Company
Schedule B	GUARANTEE NUMBER 5026900-0001103E

Order No.: **T0018393-006-006-KD**

Defects, liens, encumbrances or other matters affecting title:

Part I (Normal Exceptions)

1. General and special taxes and assessments for the fiscal year 2018-19, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. An easement for the right to use and to travel as a Highway or Street and incidental purposes in the document recorded February 24, 1894 as [Book 52 of Deeds at page 448](#) Napa County Records.
4. Covenants, conditions, restrictions and easements in the document recorded February 12, 1896 as [Book 58 of Deeds at page 138](#) Napa County Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violate 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
5. An easement for street purposes and incidental purposes in the document recorded February 12, 1896 as [Book 58 of Deeds at page 138](#) Napa County Records.
6. An easement for right of way or roadway and incidental purposes in the document recorded November 3, 1902 as [Book 73 of Deeds at page 198](#) Napa County Records.
7. An easement for right of way and incidental purposes in the document recorded November 3, 1902 as [Book 73 of Deeds at page 200](#) Napa County Records.
8. An easement for right of way and incidental purposes in the document recorded December 24, 1913 as [Book 107 of Deeds at page 265](#) Napa County Records.
9. An easement for right of way and incidental purposes in the document recorded July 6, 1920 as [Book 129 of Deeds at page 228](#), Napa County Records.
10. An easement for a right of way and incidental purposes in the document recorded February 27, 1929 as [Book 40 at page 182](#) of Official Records.
11. An easement for right of way and incidental purposes in the document recorded October 7, 1946 as [Book 252 at page 209](#) of Official Records.
12. An easement for right of way and incidental purposes in the document recorded September 25, 1952 as [Book 397 at page 80](#) of Official Records.
13. The effect of a Quitclaim Deed from Doris M. Jensen, an unmarried woman conveying "all right, title and interest of the Grantor" in the document recorded February 21, 1992 as Series Number [1992-0005189](#) of Official Records.



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Litigation Guarantee

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First American Title Insurance Company

GUARANTEE NUMBER

5026900-0001103E

Schedule B (Continued)

Order No.: T0018393-006-006-KD

At time or recordation said Grantor had no interest in the herein described property.

14. Discrepancies or conflicts along boundary lines as disclosed by Record of Survey recorded August 2, 2005 in Book 37 of Surveys at page 35, Napa County Records.
15. The fact that the land lies within the Napa River Watermaster Service Area, as disclosed by an order of the Department of Water Resources of the State of California, a certified copy of which was recorded July 24, 2008 as Series Number 2008-0018850 of Official Records.

16. The effect of a Quitclaim Deed from Larry G. Gardner, et ux conveying "all right, title and interest of the Grantor" in the document recorded March 12, 2010 as Series Number 2010-0005489 of Official Records.

At time of recordation said Grantor had no interest in the herein described property.

17. An easement for a right of way and incidental purposes in the document recorded April 11, 2017 as Series Number 2017-0008533 of Official Records.

18. An easement for ingress and egress and incidental purposes, recorded June 21, 2018 as Series Number 2018-0012297 of Official Records.

In Favor of : M & B Bruno Family, L.P.

At time or recordation said Grantor had no interest in the herein described property.

19. Proceedings pending in the following matter as disclosed by notice of pendency of action recorded July 12, 2018 as 2018-0013725 of Official Records.

Court : Superior Court of the State of California, County of Napa
Case No. : 18CV000920
Plaintiff : M & B Bruno Family, L.P.
Defendant : The Testate and Intestate Successors of Adeline L. Van Vleet, et al
Purpose : Quiet Title

A certified copy of a judgment quieting title, recorded December 5, 2018 as Series Number 2018-0023178 of Official Records.

Court : Superior Court of the State of California, County of Napa
Case No. : 18CV000920
Plaintiff : M & B Bruno Family, L.P.
Defendants : Adeline L. Van Vleet, et al

20. The effect of the following documents:

- a. A Quit Claim Deed recorded November 6, 2018 as Series Number 2018-0021451 of Official Records
From : Barbara S. Lingafelter
To : Burrtonlaurel LLC, a Montana limited liability company
- b. A Quit Claim Deed recorded November 6, 2019 as Series Number 2018-0021452 of Official Records
From : Loretta H. Giovanazi
To : Burrtonlaurel LLC, a Montana limited liability company
- c. A Quit Claim Deed recorded November 6, 2018 as Series Number 2018-0021453 of Official Records



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5026900-0001103E

Schedule B (Continued)

Order No.: T0018393-006-006-KD

From : Raymond L. Hellen
To : Burrtonlaurel LLC, a Montana limited liability company

d. A Quit Claim Deed recorded March 19, 2019 as Series Number [2019-0004381](#) of Official Records

From : Edmond Brovelli
To : Grape Lane Association

e. A Quit Claim Deed recorded March 19, 2019 as Series Number [2019-0004382](#) of Official Records

From : Angela Peatman
To : Grape Lane Association

f. A Quit Claim Deed recorded June 19, 2019 as Series Number [2019-0011590](#) of Official Records

From : Angela Peatman
To : Grape Lane Association

g. A Quit Claim Deed recorded June 19, 2019 as Series Number [2019-0011591](#) of Official Records

From : Edmond Brovelli
To : Grape Lane Association

At the date of recording of the above documents, the grantors had no record interest in the land

21. The effect of an Easement Agreement executed by Burrtonlaurel LLC, a Montana limited liability company to Spencer Graham, an individual, recorded February 19, 2019 as Series Number [2019-0002628](#) of Official Records.

At the date of recording of the document, the grantor had no record interest in the land.

22. Any facts, rights, interests or claims which would be disclosed by an inspection or by a correct ALTA/NSPS survey.

23. Rights of parties in possession.

Part II (Special Exceptions)

NONE

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Schedule C	GUARANTEE NUMBER 5026900-0001103E

Order No.: **T0018393-006-006-KD**

VESTING DOCUMENTS

Vesting Documents:	Recording Information
Adeline L. Van Vleet	Book 52 of Deeds at page 448
Cara B. Van Vleet	Book 71 of Deeds at page 258
Evah Poston Van Vleet	Book 72 Deeds at page 449



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GUARANTEE NUMBER

5026900-0001103E

Schedule C (Continued)

Order No.: **T0018393-006-006-KD**

Paragraph

Recording Info

Mailing Address

20a.	2018-0021451	Barbara S. Lingafelter C/O Roman Block Block & Block LLP 1109 Jefferson Street Napa, CA 94559
20a.	2018-0021451, 2018-0021452, & 2018-021453	Burrtonlaurel LLC C/O Roman Block Block & Block LLP 1109 Jefferson Street Napa, CA 94559
20b.	2018-0021452	Loretta H. Giovanazi C/O Roman Block Block & Block LLP 1109 Jefferson Street Napa, CA 94559
20c.	2018-0021453	Raymond L. Hellen C/O Roman Block Block & Block LLP 1109 Jefferson Street Napa, CA 94559
21	2019-0002628	Spencer Graham C/O Roman Block Block & Block LLP 1109 Jefferson Street Napa, CA 94559
20d.	2019-0004381 & 2019-011591	Edmond Brovelli C/O Carrie Gallagher, Buchalter A Professional Corporation 1230 Pine Street St. Helena, CA 94574
20d.	2019-0004381 & 2019-011591	Edmond Brovelli C/O James R. Rose, JD 1230 Pine Street St. Helena, CA 94574
20d.	2019-0004381 & 2019-011591	Grape Lane Association C/O Carrie Gallagher, Buchalter A Professional Corporation 1230 Pine Street St. Helena, CA 94574
20d.	2019-0004381 & 2019-011591	Grape Lane Association C/O James R. Rose, JD



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GUARANTEE NUMBER

5026900-0001103E

Schedule C (Continued)

Order No.: **T0018393-006-006-KD**

1230 Pine Street
St. Helena, CA 94574

20e. 2019-0004382
& 2019-011590

Angela Peatman
C/O Carrie Gallagher, Buchalter
A Professional Corporation
1230 Pine Street
St. Helena, CA 94574

20e. 2019-0004382
& 2019-011590

Angela Peatman
C/O James R. Rose, JD
1230 Pine Street
St. Helena, CA 94574

20d. 2019-0004382
& 2019-011590

Grape Lane Association
C/O Carrie Gallagher, Buchalter
A Professional Corporation
1230 Pine Street
St. Helena, CA 94574

20d. 2019-004382
& 2019-011590

Grape Lane Association
C/O James R. Rose, JD
1230 Pine Street
St. Helena, CA 94574

R

E

B

REB ENGINEERING, INC.

CIVIL AND STRUCTURAL ENGINEERING

SURVEYING AND LAND PLANNING

P.O. Box 113, Saint Helena, CA 94574

Phone: (707) 963-8638 Fax: (707)963-2346

TECHNICAL SUMMARY REPORT

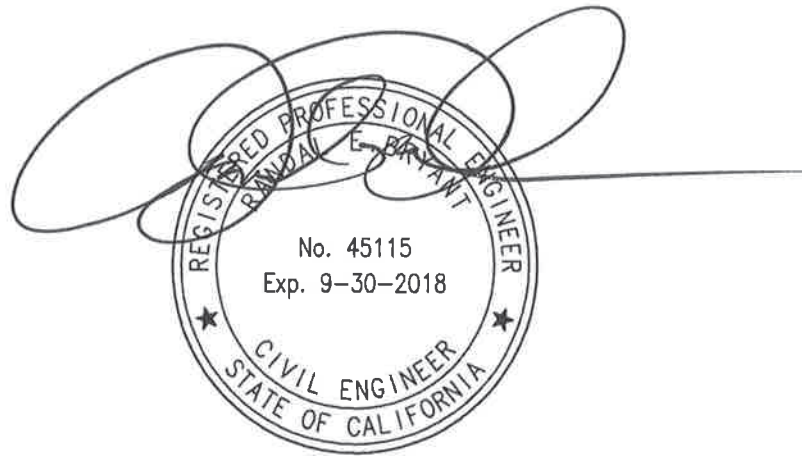
OF THE

MATHEW BRUNO TASTING ROOM

FOR THE

GRAPE LANE ASSOCIATION

RUTHERFORD, CA 94558



REFERENCES

-California Department of Transportation
Highway Design Manual - Sixth Edition

Date: 12/02/2019

Job # 1472

- Napa County Road & Street Standards - April 23, 2019

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ABSTRACT

The Grape Lane Association currently consists of the 7 residences along Grape Lane, southerly of the Mathew Bruno Tasting Room (MBTR) property (see Figure 1 below). REB Engineering Inc. (REB) has been contracted to perform review and analysis of the proposed MBTR use permit, with respect to the negative impacts to the Grape Lane neighborhood, and the unsafe activities proposed in the MBTR plans and use permit application (Napa County Use Permit Application No. P17-00387-UP). This report has been prepared to document the results of investigations, surveys, site visits, discussions with neighbors, and traffic analyses, and observations performed by REB to determine the true nature of the MBTR use permit application, and the potential damage that will result due to the creation of unsafe conditions and impacts to the Grape Lane neighborhood. The results of this study are intended to be utilized by Napa County to develop a safer Rutherford, and to reduce impacts to the Grape Lane neighborhood and neighbors. The information contained within this report should stop the approval of the current MBTR plan, due to its lack of information presented in their approval documents, and the unsafe traffic conditions that will occur, should the plan be approved.

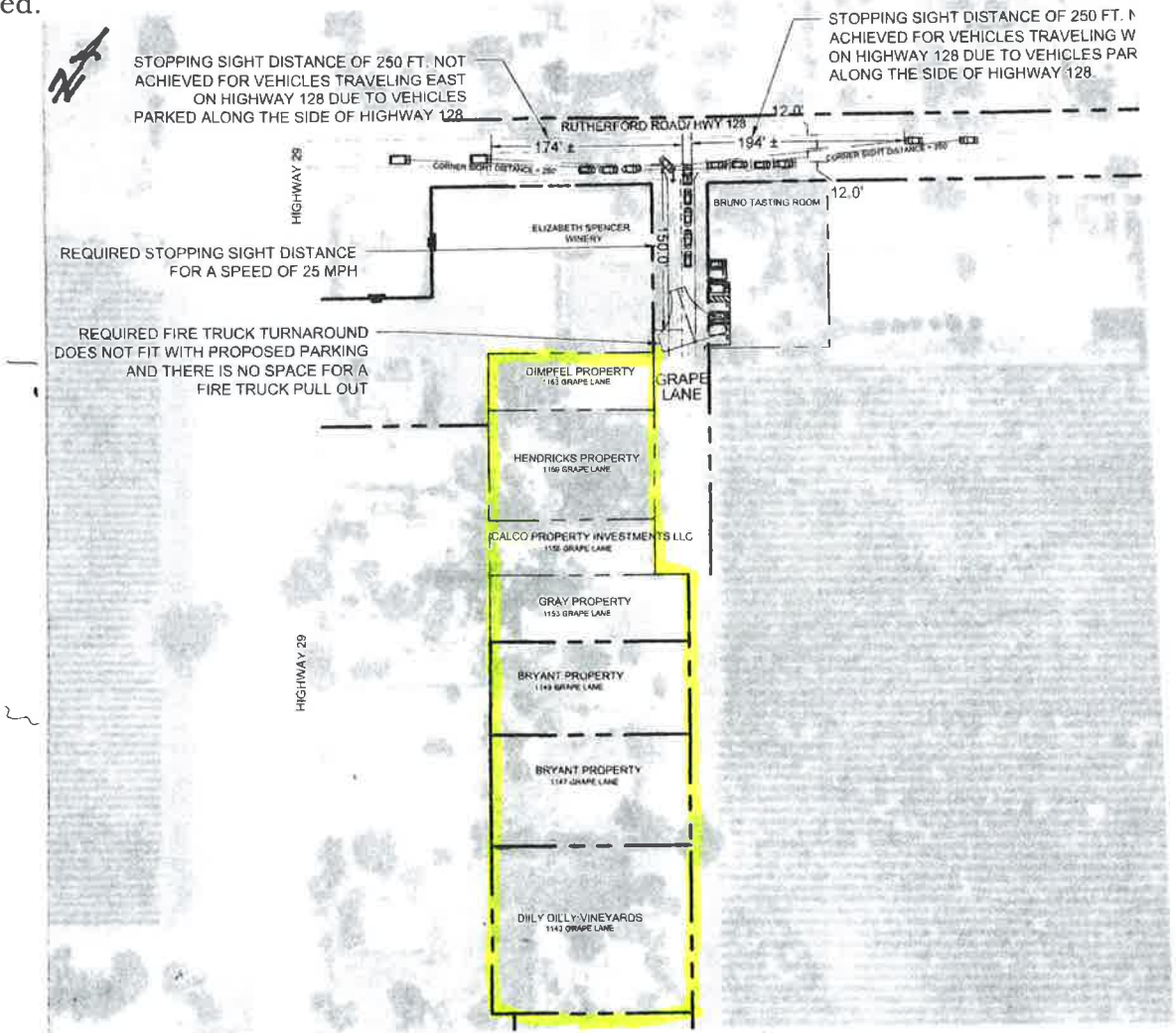


Figure 1: Vicinity Map

INTRODUCTION

REB Engineering has conducted numerous analyses and surveys of Grape Lane, and the intersection with HWY 128 in Rutherford. Information obtained during discussions with the Grape Lane Association, and a single meeting with MBTR at their property on 1151 Rutherford Road, in Rutherford (APN 030-160-007), are also considered. After over a year of relaying safety concerns and information to Dana Ayres at the Napa County Planning Department, we found that there was no consideration of the unsafe nature of the MBTR project or of the concerns of the Grape Lane neighbors. A "Negative Declaration" was prepared as part of the public notice, and the MBTR public hearing is scheduled for December 4, 2019. It is our belief that the "**Final Report**", prepared for MBTR by GHD, Inc., "Focused Traffic Analysis - Proposed Bruno Wines Tasting Room Project", Dated June 2019, has falsely stated critical items associated with safe travel on Grape Lane, which has precipitated the creation of the "Negative Declaration" for the project. By bringing attention to the unsafe characteristics of the MBTR plan, and the negative impacts upon the Grape Lane neighbors, it is our hope that Napa County will not approve the current MBTR plan. We are hopeful that a revised MBTR plan will be developed by the Bruno family to eliminate the unsafe aspects of their project, and reduce the negative impacts of the MBTR project upon the residents of Grape Lane, and the unincorporated town of Rutherford. Grape Lane Association currently owns Grape Lane, and desires to see Grape Lane preserved and made safe for future generations.

OBJECTIVE

The objective of this report is to present the facts associated with the unsafe traffic conditions that will be made worse by the MBTR project. Also, the negative impacts to residents on Grape Lane and the town of Rutherford will be discussed, in the hope that a revised plan for the MBTR can be developed for the benefit of the applicant and all parties concerned (see **Appendix C - Exhibit 4**).

METHOD OF OBSERVATIONS

Various methods were used to assess MBTR project, including consultations with Traffic Engineers, Appraisers, surveying of existing conditions, photos of site conditions, discussions with neighbors and the Bruno Family, and analyses of various conditions associated with the project. Standard civil engineering practices were utilized in the development of safe line of sight distance, and turning radius exhibits.

OBSERVATIONS

General Observations

From visits to Grape Lane it is clear that there is no sufficient safe line of sight to allow new wine tasting guests of the MBTR to enter HWY 128 from Grape Lane. This is contradictory to the false statement made in the final GHD report where it is stated "*the site distance recommendations would be met*" (page 23 of GHD report).

It was also found during our analysis that cars backing out of the proposed parking for the MBTR will back into oncoming traffic from both exiting and entering lanes for Grape Lane at HWY 128. This is contradictory to the false statement made in the final GHD report where it is stated "*guests would not block through-traffic on the Grape Lane driveway when backing out of their spaces*" (page 24 of GHD report).

The aesthetics of the MBTR are not considered for views from Grape Lane and the intersection with HWY 128. The placement of portable toilets along Grape Lane, and locating trash and recycling facilities along Grape Lane make for a loss of a valuable landscaped entrance for the residents of Grape Lane. No consideration of the Grape Lane neighborhood is provided in the MBTR application.

No analysis of impact of delivery trucks, buses, or limos to the property are considered. And the effects associated with 250 person events on emergency response vehicles to the Grape Lane neighborhood are not provided. Neither are turnouts or turnarounds needed for fire trucks coming to the MBTR considered or shown on plans.

CONCLUSIONS & RECOMMENDATIONS

Based on the inspections and analysis performed by REB Engineering, Inc. it was found that the MBTR plans and use permit application present a danger to the public if approved, and that there is a lack of relevant information & material provided that is necessary for project approval. The following items need to be part of a revised MBTR project to reduce project impacts, and provide safe improvements to allow for the uses proposed by MBTR:

- 1) Improvements to HWY 128 to restrict parking near Grape Lane to accommodate a safe line of sight distance for cars leaving MBTR.
- 2) Sidewalk improvements for HWY 128 frontage at the MBTR.
- 3) Improvements to Grape Lane at HWY 128 to include left & right exit lanes with a separate entrance lane. Structural section for pavement should meet CALTRANS requirements, and a side walk should be installed along Grape Lane to accommodate pedestrians traveling on Grape Lane. Improvements must provide a gate to keep MBTR traffic from disturbing Grape Lane residents.
- 4) A limit of 2 each vehicles at a time should be posted for Grape Lane to avoid congestion, and to allow for Grape Lane neighbors to leave Grape Lane without congestion from MBTR traffic.
- 5) A Parking lot for MBTR should be built on their property so cars can only drive onto Grape Lane in a forward motion. The backing out of cars onto Grape Lane obstructs traffic and constitutes an unsafe condition for vehicles and pedestrians, including the residents of Grape Lane.
- 6) Reduce the number of attendees to events of the MBTR, so as to reduce the impact to emergency service response times in coming to residents on Grape Lane. Also, impacts associated with traffic from events should be closely studied and approved by the Grape Lane Association to confirm that events will not create an unsafe condition should an emergency occur during an event.
- 7) MBTR will create much traffic by their commercial use of Grape Lane, and subsequently they should indemnify the Grape Lane Association for any and all issues or accidents that occur as a result.
- 8) Portable toilets, and trash/recycling facilities should be placed on the MBTR property so as to not be completely visible from Grape Lane and the intersection with HWY 128.
- 9) A new initial study should be developed with mitigations provided for the MBTR project. Given that there are currently dueling experts associated with the MBTR safety considerations and impacts, we believe that an EIR should be developed to fully assess the impacts of this project.

REB Engineering, Inc. recommends that the plan layout in Appendix C, Exhibit 4 be utilized for the MBTR for better safety and to reduce impacts to neighbors and residents of Rutherford.

DISCLAIMER

No warranties either expressed or implied will be passed on. The Report reflects the visual and current surveyed conditions of the areas investigated at the time of inspection only. Hidden or concealed defects are not included in this Report. This Report is not an insurance policy, nor a warranty of work performed, or warranty of service. An earnest effort was made to indentify the safety aspects, and negative impacts of items considered and observed. REB Engineering, Inc. (REB) is not liable or responsible for the results of any actions taken on the basis of information not provided in this Report, or for the actions of persons using this Report for any reason other than the intended purpose of indentifying the unsafe items associated with the Matthew Bruno Tasting Room (MBTR) Plan for parking adjacent to Grape Lane, and the negative impacts to Grape Lane neighbors in Rutherford. Any error in, or omission contained in this Report is unintentional. Items not specifically reviewed as part of this report do not impose any liability on REB or the staff of REB (e.g. unforeseen items associated with the MBTR, areas not visible, and/or accessible at the time of inspection, etc.). We recommend that appropriate professional advice be obtained as needed for areas not observed and/or not considered in this report. Please also be aware that the Building Code, and the CALTRANS Highway Design procedures may change from time to time, and that there may also be State or local variations to the Code over time that could alter recommendations associated with this report. While every effort was made to ensure the accuracy and completeness of this report, REB is not responsible for items that were not documented during the course of our work. Further information about the MBTR and Grape Lane may or may not change the findings and/or recommendations contained within this report, and REB reserves the right to revise this report as the need arises, should additional information be found about this project, and/or the items investigated in this report.

APPENDICES

APPENDIX A

TJKM Technical Memorandum



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TECHNICAL MEMORANDUM

Date: November 22, 2019

To: Randall Bryant, P.E.

From: Chris D. Kinzel, P.E.
Vice President

Subject: ***Grape Lane Traffic Analysis in Rutherford***

At your request, TJKM Transportation Consultants has conducted an analysis of traffic and parking issues related to the pending application of the Matthew Bruno Wines Tasting Room to be located at the intersection of Rutherford Road and Grape Lane in the community of Rutherford. The application states the wine tasting will occur in an historic private residence at the subject location. The residence has been used recently as an office for employees of the Elizabeth Spencer Winery (ESW), a nearby winery with production, sales and tasting facilities. However, ESW no longer utilizes the Bruno property and it is currently vacant. The ESW previously employed seven office workers at the site, but this was an unpermitted use so its employees should not be considered when considering new traffic using the site. The new proposed Bruno tasting room proposes two employees and up to 56 tasting guests per day along with 24 events per year with higher customer counts.

The Bruno application to Napa County resulted in a comprehensive traffic study, "Focused Traffic Analysis for the Matthew Bruno Wines Tasting Room, County of Napa" prepared by GHD in June 2019.

The purpose of this document is to describe how the proposed application will affect the seven residents who are located along the west side of Grape Lane, an approximately 10 foot wide two-way street that extends southerly from Rutherford Road for a distance of about 700 feet. The tasting room lies alongside the northerly 150 feet of the east side of Grape Lane. We understand that the seven residents of Grape Lane own the private street.

TJKM has examined the following areas:

- 1. The impact of the proposed perpendicular parking upon safety and circulation for the residents.** As shown in the attached ***TJKM Figure 1*** (Figure 4 from the GHD report) the applicant proposes to construct seven parking spaces that use Grape Lane for circulation and maneuvering. This activity would completely block both directions of travel on Grape Lane. According to the traffic study, on a normal day the wine tasting is expected to

accommodate 49 vehicular trips per day. This serves an expected attendance of 56 persons plus employees. Other larger events, up to 250 persons, are contemplated as well. While it is intended that larger events, with up to 197 daily trips, would utilize a TDM plan that would encourage vehicles to park somewhere off-site or even arrive by shuttle buses, these seven stalls would be everyone's first choice because of the proximity to the site. It can be anticipated that congestion along Grape Lane would be a common occurrence during the larger events. There is no mention of where shuttle buses or vans might park or even where they would drop off passengers. **TJKM Figure 2** illustrates how even parking cars can block the lane.

- 2. The need to provide off-street parking within the Matthew Bruno property so visitors can enter Grape Lane in a forward movement instead of using the proposed perpendicular parking along Grape Lane.** In the past, employees of the adjacent ESW who worked on site also parked on site. This situation should be the case for the new tasting room. The attached drawing, prepared for Grape Lane Associates shows how the site plan can be modified to allow all seven required parking stalls to occur on the property of the Bruno Tasting Room, which practice is the case throughout the County. This provides greater safety for both tasting room visitors and Grape Lane residents by allowing visitors to enter and leave the parking area in a forward direction, and not clog Grape Lane. Such a design is illustrated in the attached **TJKM Figure 3**.
- 3. Safety Issues for pedestrians walking along Grape Lane.** There is no indication on the site plan that any improvements are planned for Grape Lane itself. Grape Lane currently has about 10 feet of pavement with the rest of the roadway area unpaved. As a proposed parking lot, the area behind the perpendicular parking stalls should be paved. The new situation will have tasting room visitors backing into Grape Lane into the same area that existing vehicles and pedestrians are traveling.
- 4. The issue of restricted sight distance for northbound Grape Lane motorists at the intersection with Rutherford Road.** As shown in the **TJKM Figure 4** and these two photos, vehicles frequently park along Rutherford Road near Grape Lane. This photo is the view of a northbound driver looking to the west trying to enter Rutherford Road. Because of the various





attractions in the area, on street parking is common. The second photo shows how restricted the site distance to the east can be when vehicles park in front of the proposed Bruno tasting room on Rutherford Road. Increased use of Grape Lane suggests the need to have parking restricted along Rutherford Road both west of and east of the Grape Lane intersection.

5. **The need for improvements at the intersection of Grape Lane and Rutherford Road including curb returns and pavement and drainage improvements.** The previous photos show that curb returns and pavement improvements are needed for the Grape Lane intersection. However, even though the proposed tasting room would increase traffic using the intersection, no such improvements are apparently planned. This should be a condition of approval. During the busy tourist season, westbound traffic on Rutherford Road frequently backs up to Grape Lane, resulting in congestion affecting outbound Grape Lane residents desiring to turn left. There is concern that with additional Grape Lane traffic, the ability for residents and others desiring to make a right turn and travel eastbound on Rutherford Lane will be frequently blocked by a left turner who can't move due to traffic blockage. Accordingly, enough pavement to accommodate a short northbound bypass lane for right turners should be included in the improvements required of the developer. This is illustrated in *TJKM Figure 5*.

6. **The need for improvements along the Rutherford Road Matthew Bruno frontage in the form of curbs, gutters and sidewalks. New visitors to Matthew Bruno will be forced to walk in the state highway when cars are parked.** It is TJKM's understanding that neither the applicant nor the County are planning to have curb, gutter and sidewalk frontage improvements installed along Rutherford Road. On the south side of Rutherford Road, properties on both sides of the Matthew Bruno site have such improvements. In fact, there is a continuous distance of 500 feet of curb, gutter and sidewalk on the south side of Rutherford Road, except for the Bruno site. On the north side, there is a distance of 660 feet with curb, gutter and sidewalk, uninterrupted. The new use on this site will be attractive to pedestrians because of other existing tourist destinations in Rutherford.



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Perhaps more importantly, the Bruno site currently has a picket fence, apparently on the property line separating the state highway from the private property. The area between the fence and the street is usually occupied by parked vehicles, which will increasingly be the case with the tasting room in place. This means that pedestrians must walk in the street on the wrong side of parked cars. These sidewalk, curb and gutter improvements are very important from a safety standpoint and are also shown in **TJKM Figure 5**.

7. **The increased potential liability for residents who own the private street because of safety issues related to the current blind intersection.** TJKM is not a legal firm, but it appears that the owners of the private street could bear increased liability due to potential traffic safety and parking issues described in this memo. In addition, we understand the residents have a legitimate concern that crowds of parkers could block access by emergency vehicles to and from the residential area during busy wine tasting periods.
8. **A Gate restricting Bruno wine-tasting guests from encroaching on the Grape Lane residential area should be required.** **TJKM Figures 2 and 5** submitted by the Grape Lane residents include a gate and wall that would only allow emergency vehicles, residents and their guests to access the residential portion of Grape Lane. Such a gate is needed to prevent the inevitable encroachment on private property by Bruno wine-tasting guests. Such a gate should be installed by the applicant as a condition of approval.
9. **TJKM Comments on Traffic Study.** The traffic study conducted for this site is very comprehensive and has apparently been accepted by the County. TJKM agrees with many of its findings and conclusions. However, there is no safe line of sight for vehicles exiting Grape Lane, though the traffic study suggests otherwise. Also, it appears none of the items included in this analysis have been addressed in the study.

TJKM will be happy to address any comments or questions on this matter.

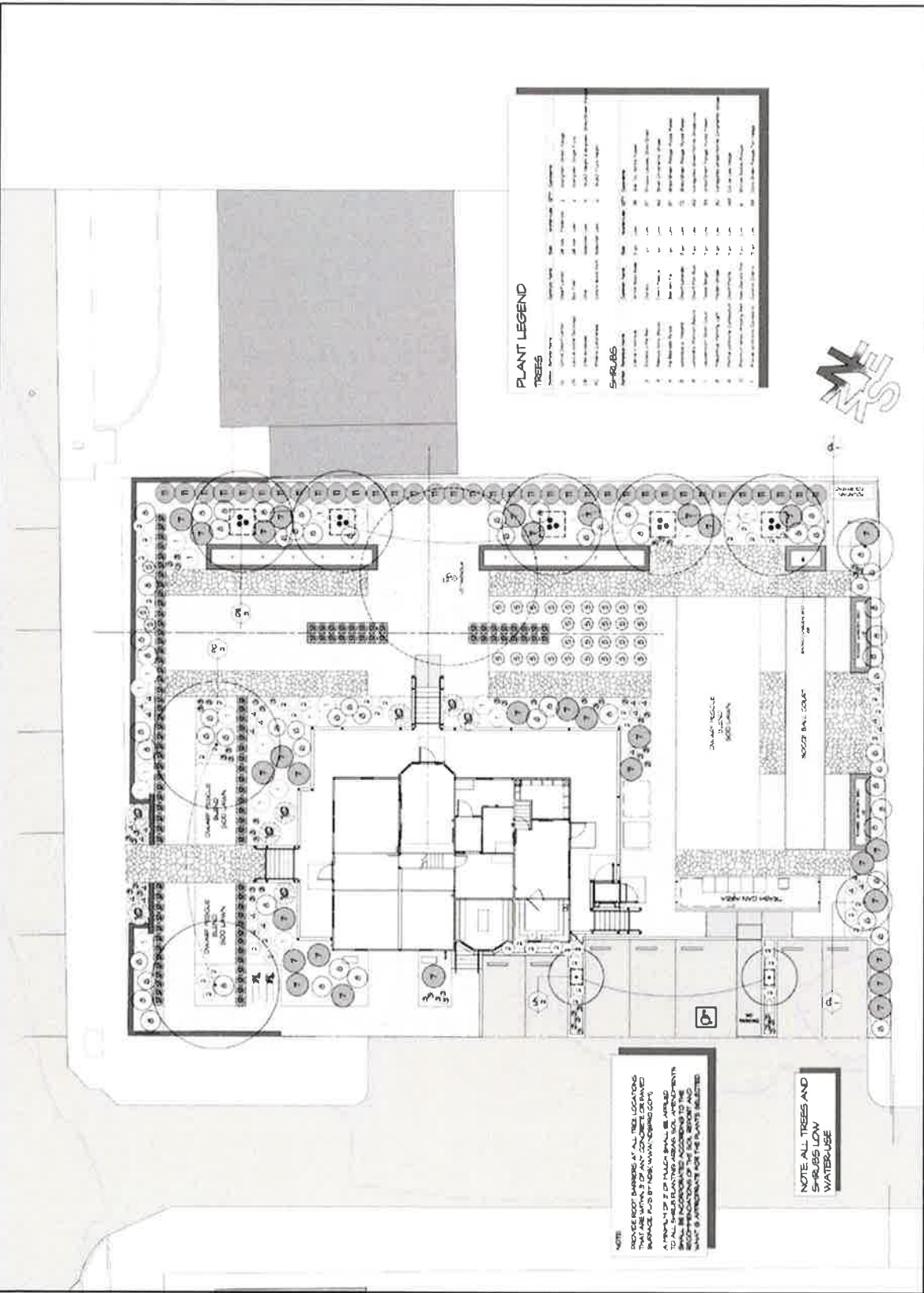


NO.	DESCRIPTION

KYLE WESTFALL
 LANDSCAPE ARCHITECT #1212
 ADDRESS: 1200 S. 17TH ST.
 SUITE 100, NAPA, CA 94957
 TEL: 707.251.1212
 WWW.WESTFALLDESIGNSTUDIO.COM

MATHIEW BRUNO WINES
 151 RUTHERFORD ROAD
 NAPA CA 94957
 PLANTING PLAN

L-3
 SHEET
 SCALE: 1" = 10'-0"
 DATE: 05/20/13
 DRAWN BY: [Name]
 CHECKED BY: [Name]

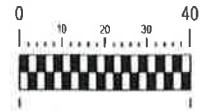


TJKM Figure 1

Project Site Plan

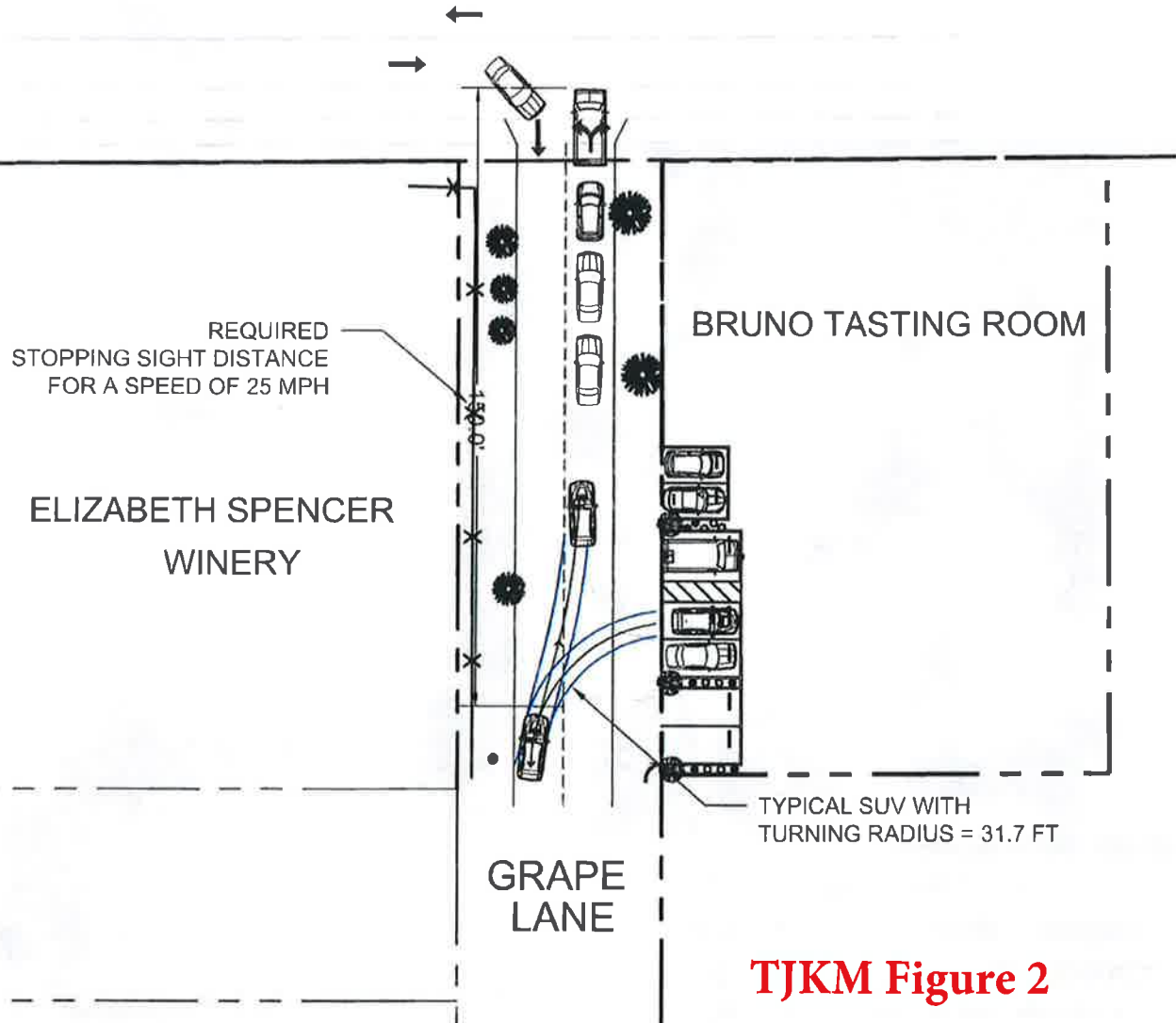
figure 4





SCALE: 1" = 40'

RUTHERFORD ROAD/ HWY 128



TJKM Figure 2

SITE PLAN
SCALE: 1" = 40'

JOB #1472

DATE 11/21/2019



CIVIL AND
STRUCTURAL
ENGINEERING
SURVEYING AND
LAND PLANNING

PHONE: 707 963 8638
FAX: 707 963 2346
345 LA FATA STREET
SUITE F - PO BOX 113
ST HELENA, CA 94574

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Engineering, Inc is prohibited

GRAPE LANE ASSOCIATION
1151 RUTHERFORD ROAD
RUTHERFORD, CA 94573
A.P.N. 030-160-007

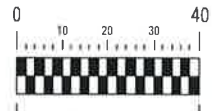
SHEET TITLE:

BACK OUT EXHIBIT
FOR A TYPICAL SUV

2 of 3 SHEETS



NORTH



SCALE: 1" = 40'

RUTHERFORD ROAD/ HWY 128

ELIZABETH
SPENCER
WINERY

BRUNO
TASTING
ROOM

POSSIBLE 200%
RESERVE AREA
(800 SQ. FT.)

(E) DISPOSAL SYSTEM
(400 SQ. FT.)

R25.0'

GRAPE
LANE

(P) ENTRY GATE AND WALL

P-IP LS6393

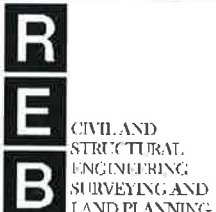
SITE PLAN

SCALE: 1" = 40'

TJKM Figure 3

JOB #1472

DATE 11/20/2019



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A.P.N. 030-160-007

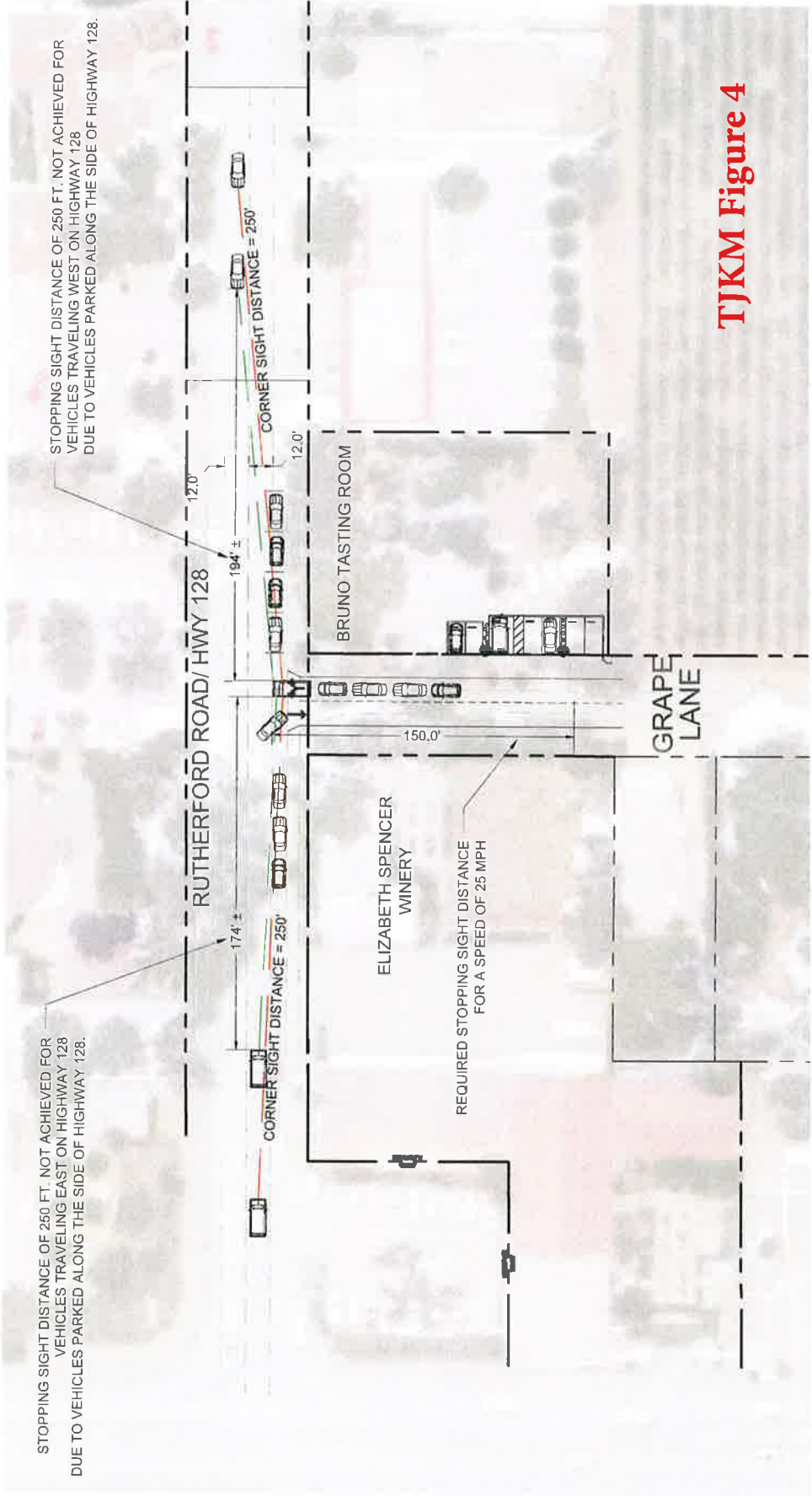
SHEET TITLE:
POTENTIAL LAYOUT
OF ON-SITE PARKING
FOR THE
MATHEW BRUNO
TASTING ROOM

1 OF 1 SHEETS

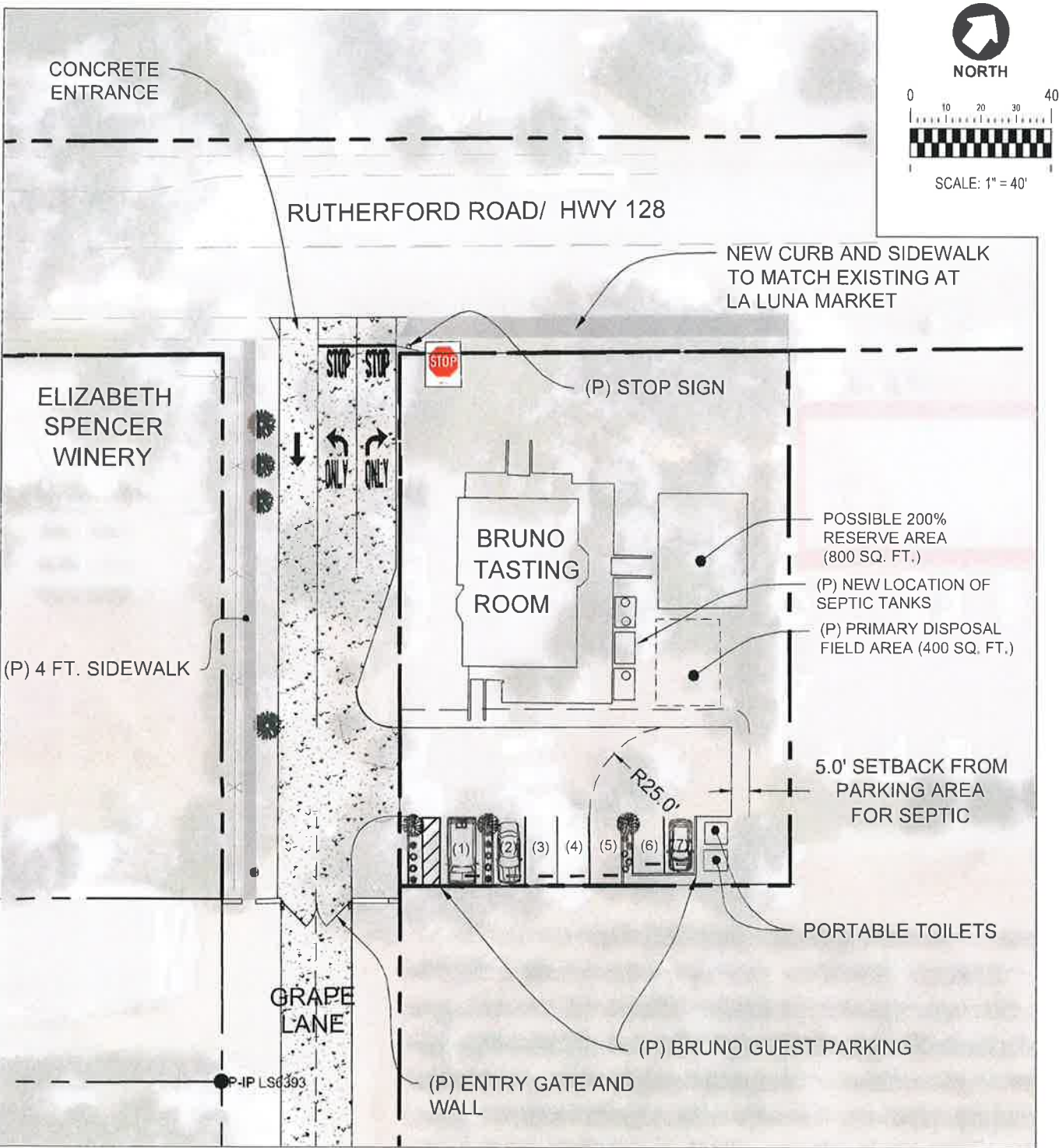
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REV	DATE	DESCRIPTION

DRAFTED BY	ACE
DESIGNED BY	REB
JOB	#1472
ORIGINAL DATE	11-20-2019
SHEET SIZE	11X17
SCALE	1" = 50'
SHEET TITLE	LINES OF SIGHT IN & OUT OF GRAPE LANE



SITE PLAN
 SCALE: 1" = 50'



SITE PLAN
SCALE: 1" = 40'

TJKM Figure 5

JOB #1472

DATE 11/21/2019



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A.P.N. 030-160-007

SHEET TITLE:

GRAPE LANE
IMPROVEMENT PLAN

1 OF 1 SHEETS

APPENDIX B

Appraisal Letter

MICHAEL J. JORDAN
APPRAISALS INC.

P.O. BOX 3714
Yountville, CA 94599
707-738-2679

MICHAEL JORDAN - REAL ESTATE APPRAISER
mike@napaappraisers.com

AG027677

November 19, 2019

Dear Mr. Bryant;

Thank you for contacting me regarding the pending tasting room project at 1151 Rutherford Road. After visiting the site today, I agree with your concerns with regard to the negative impact the project may have on the rural residences along Grape Lane and their associated property values. In the 21 years I have been doing rural appraisal work, I have become keenly aware how road noise and lack of privacy can negatively affect a residential setting and ultimately its market value. The proposed use of Grape Lane for the tasting room parking will certainly reduce the current level of privacy and have a negative effect on this small rural neighborhood.

Typically the most desirable rural home-sites have a combination of privacy / seclusion and some view potential. In their current state, the Grape Lane residences have some good views toward the eastern hills and a buffer from the Rutherford Cross Road due to the narrow access road and the heavy existing vegetation near the entrance to Grape Lane.

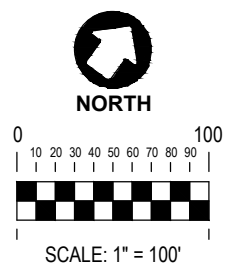
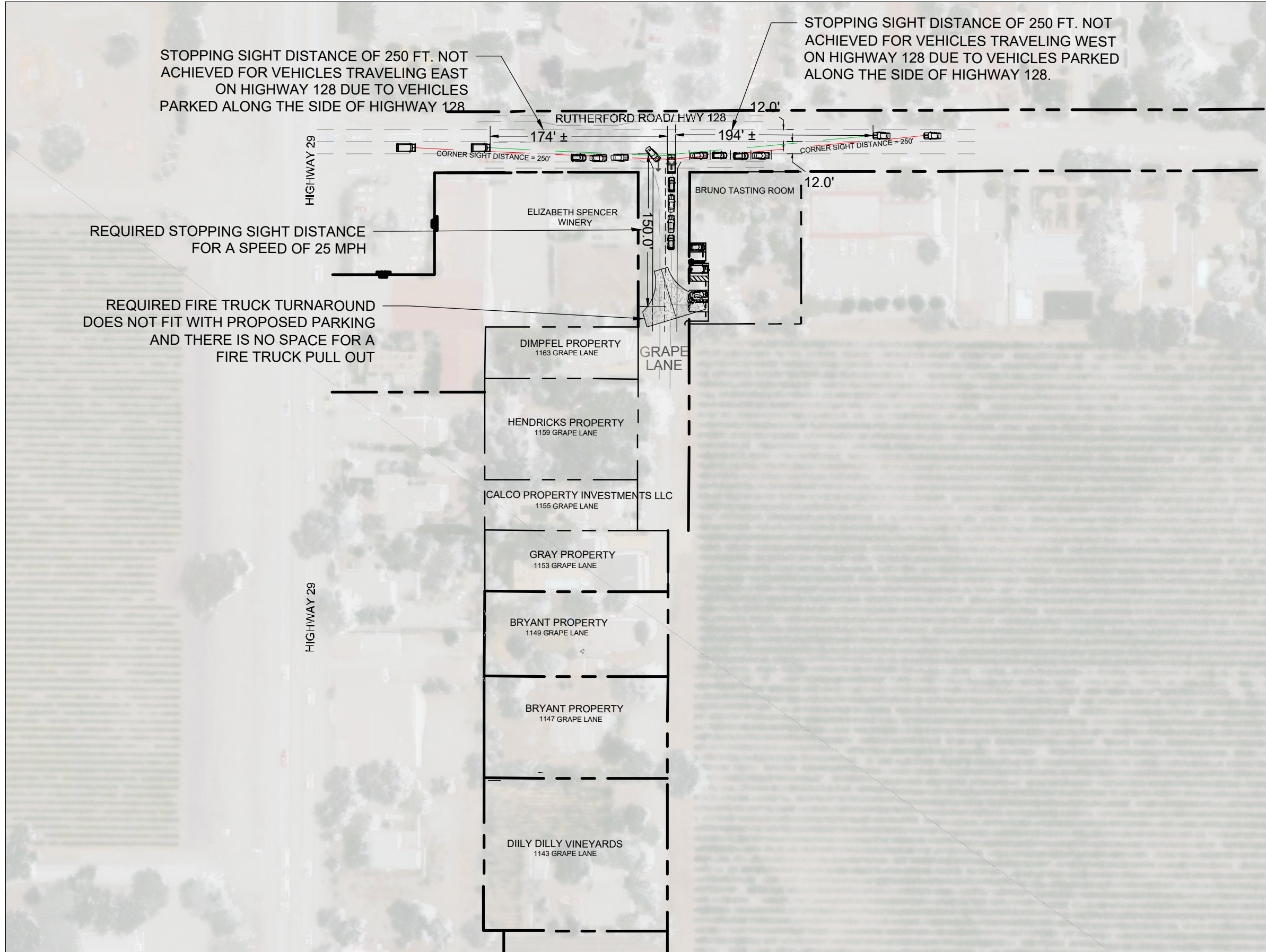
In its current condition, the narrow, one lane access road does offer a degree of privacy for the residences along the west side of Grape Lane. The existing heavy vegetation along the western boundary of the proposed tasting room also creates a buffer from road noise and the views of traffic on the busy Rutherford Cross Road.

Based on your description of the planned improvements, and a review of the proposed Mathew Bruno Tasting Room plan, it appears that the increased traffic from visitors to the site and the

APPENDIX C

Exhibits of Traffic Issues & Parking

EXHIBIT 1



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REV	MMDDYYYY	DRAFT	CHECK
△			
△			
△			
△			

GRAPE LANE ASSOCIATION
 RUTHERFORD, CALIFORNIA
 A.P.N. 030-160-019

DRAFTED BY:
ADE

DESIGNED BY:
REB

JOB:
#1472

ORIGINAL DATE:
11-20-2019

SHEET SIZE:
11X17

SCALE:
1" = 100'

SHEET TITLE:
LINES OF SIGHT IN & OUT OF GRAPE LANE

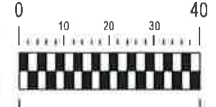
SHEET:
1
OF 1 SHEETS

SITE PLAN
 SCALE: 1" = 100'

EXHIBIT 2A

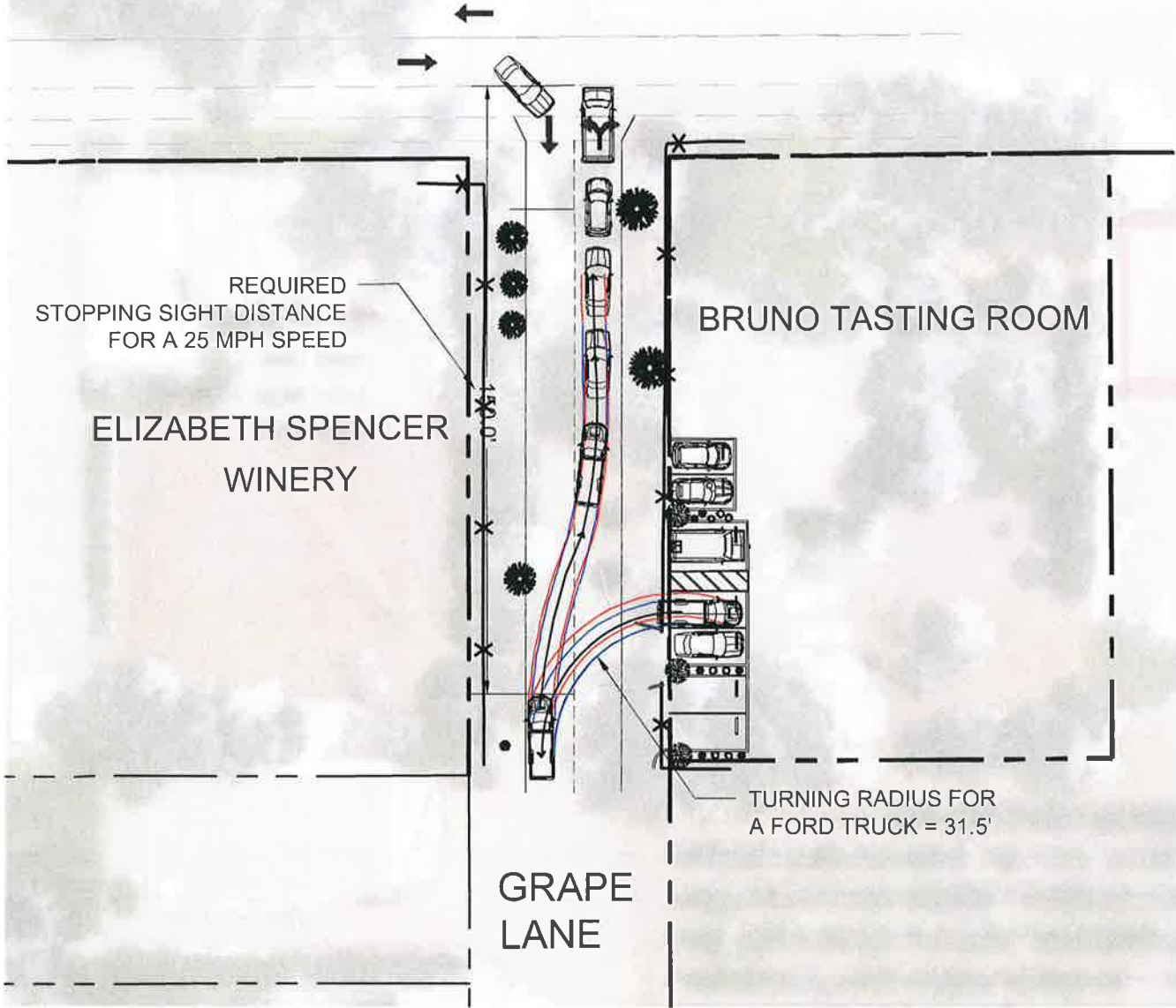


NORTH



SCALE: 1" = 40'

RUTHERFORD ROAD/ HWY 128



SITE PLAN

SCALE: 1" = 40'

JOB #1472

DATE 11/21/2019



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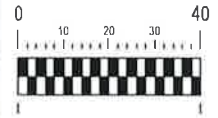
SHEET TITLE:
 BACK OUT EXHIBIT
 FOR A FORD TRUCK

2A OF 3 SHEETS

EXHIBIT 2B

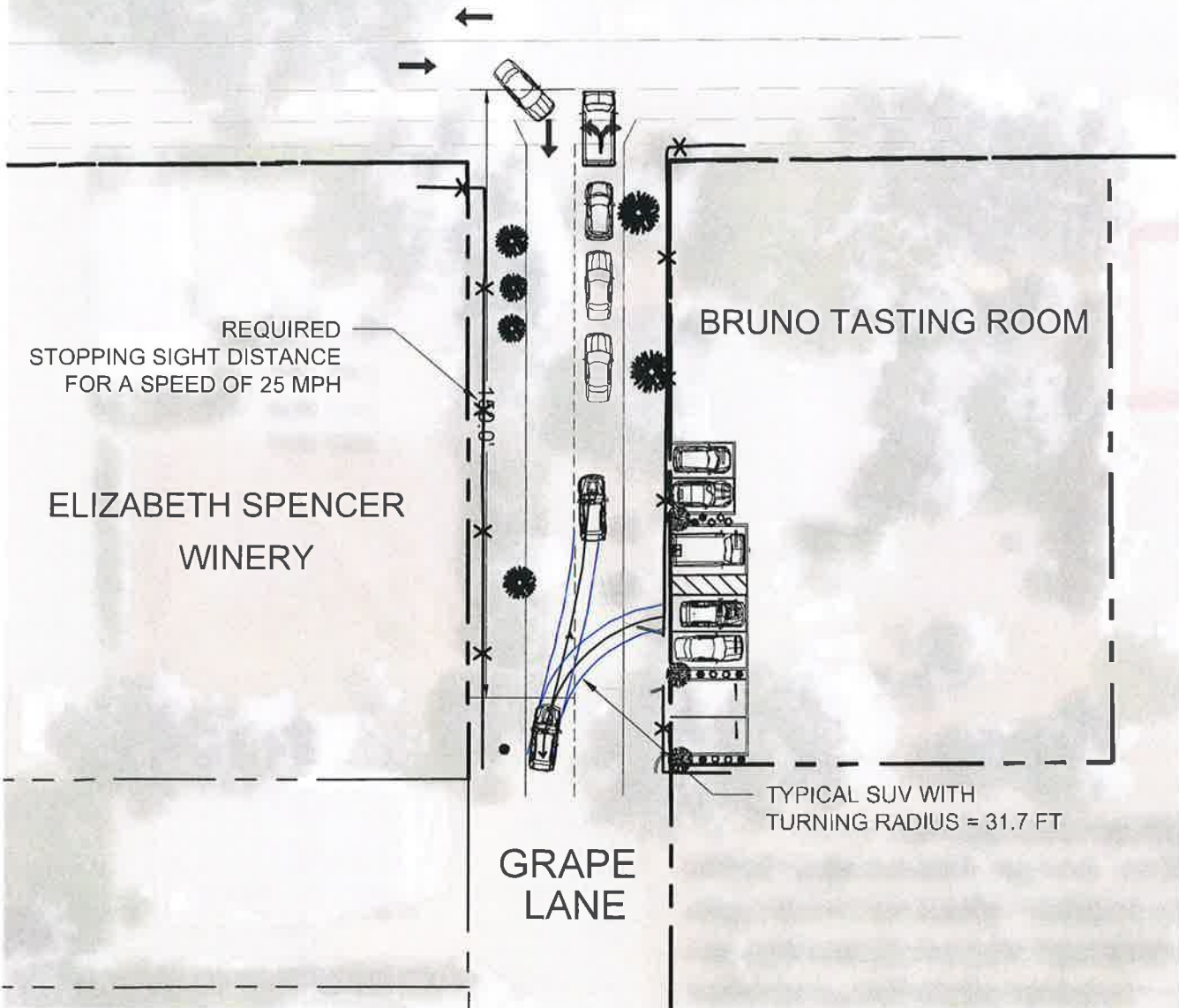


NORTH



SCALE: 1" = 40'

RUTHERFORD ROAD/ HWY 128



SITE PLAN

SCALE: 1" = 40'

JOB #1472

DATE 11/21/2019



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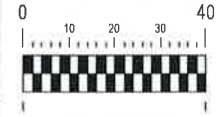
GRAPE LANE ASSOCIATION
 1151 RUTHERFORD ROAD
 RUTHERFORD, CA 94573
 A.P.N. 030-160-007

SHEET TITLE:

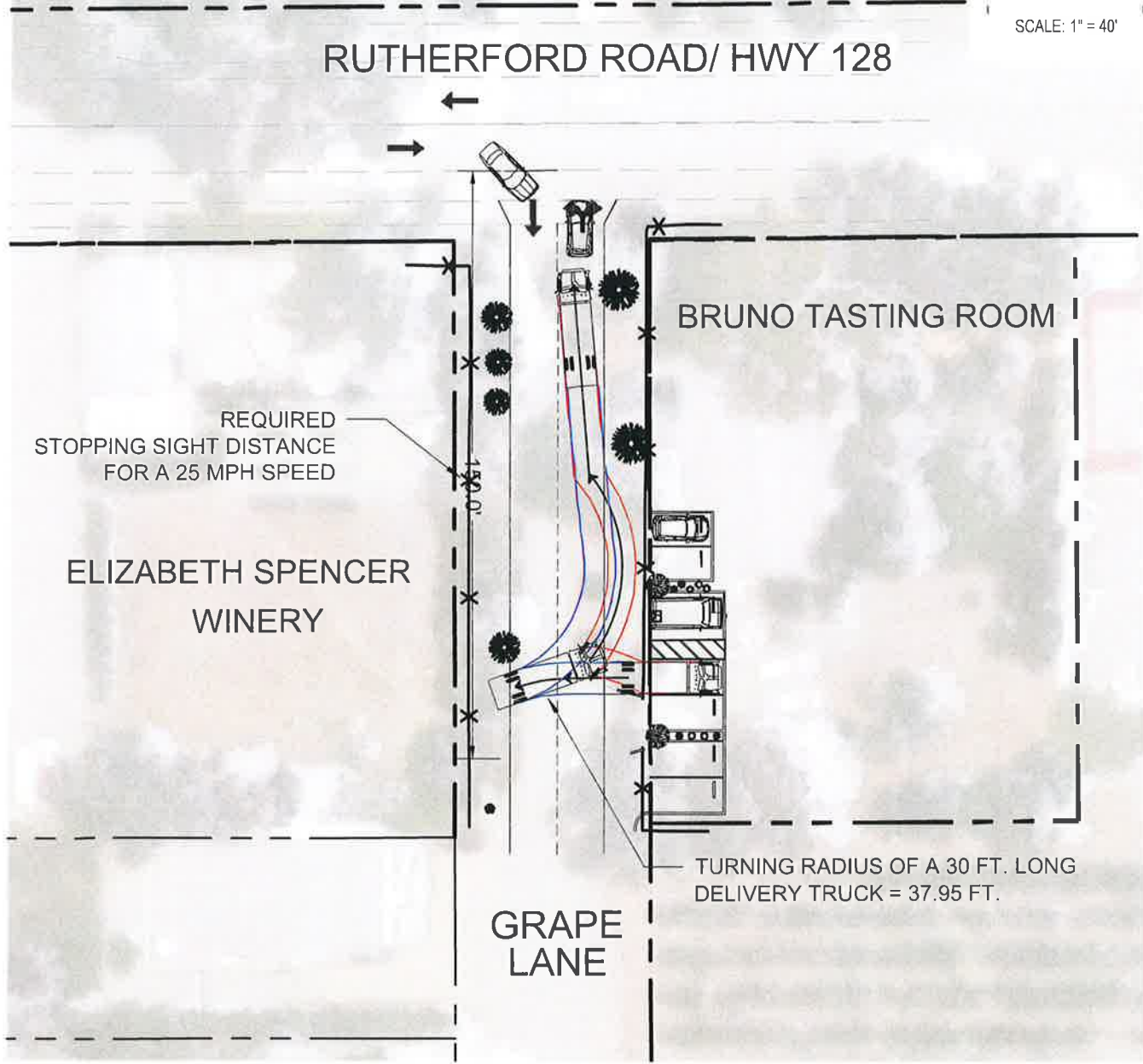
BACK OUT EXHIBIT
 FOR A TYPICAL SUV

2B OF 3 SHEETS

EXHIBIT 2C



SCALE: 1" = 40'



SITE PLAN
SCALE: 1" = 40'

JOB #1472

DATE 11/21/2019

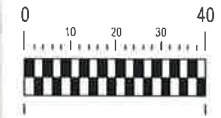


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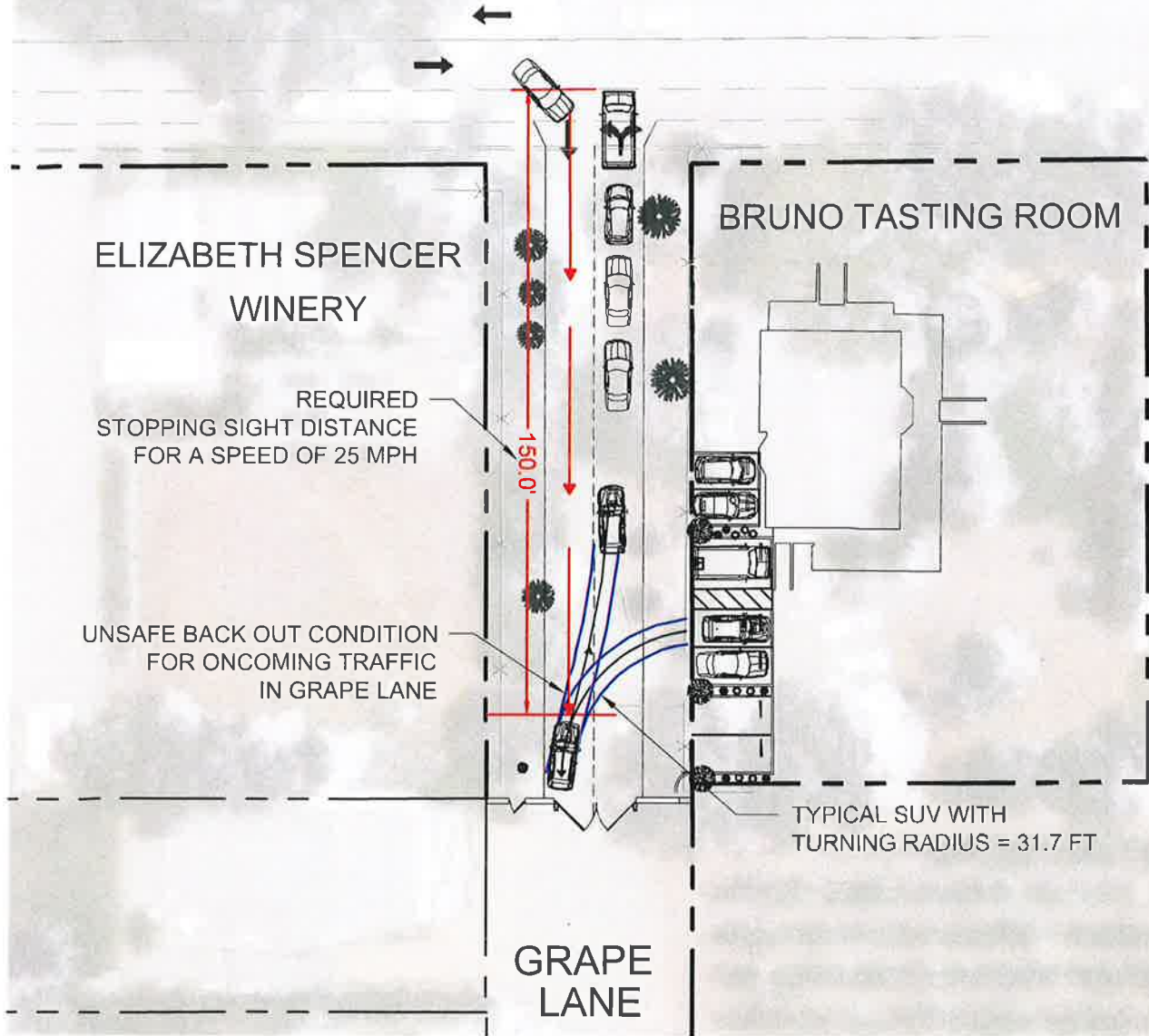
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 RUTHERFORD, CA 94573
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SHEET TITLE:
 BACK OUT EXHIBIT
 FOR A DELIVERY
 TRUCK
 2C OF 3 SHEETS

EXHIBIT 3



RUTHERFORD ROAD/ HWY 128



SITE PLAN
SCALE: 1" = 40'

JOB #1472

DATE 12/02/2019

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CIVIL AND
STRUCTURAL
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SHEET TITLE:

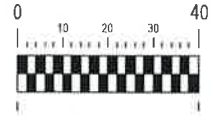
SSD FOR POSTED
SPEED OF 25 MPH

1 OF 1 SHEETS

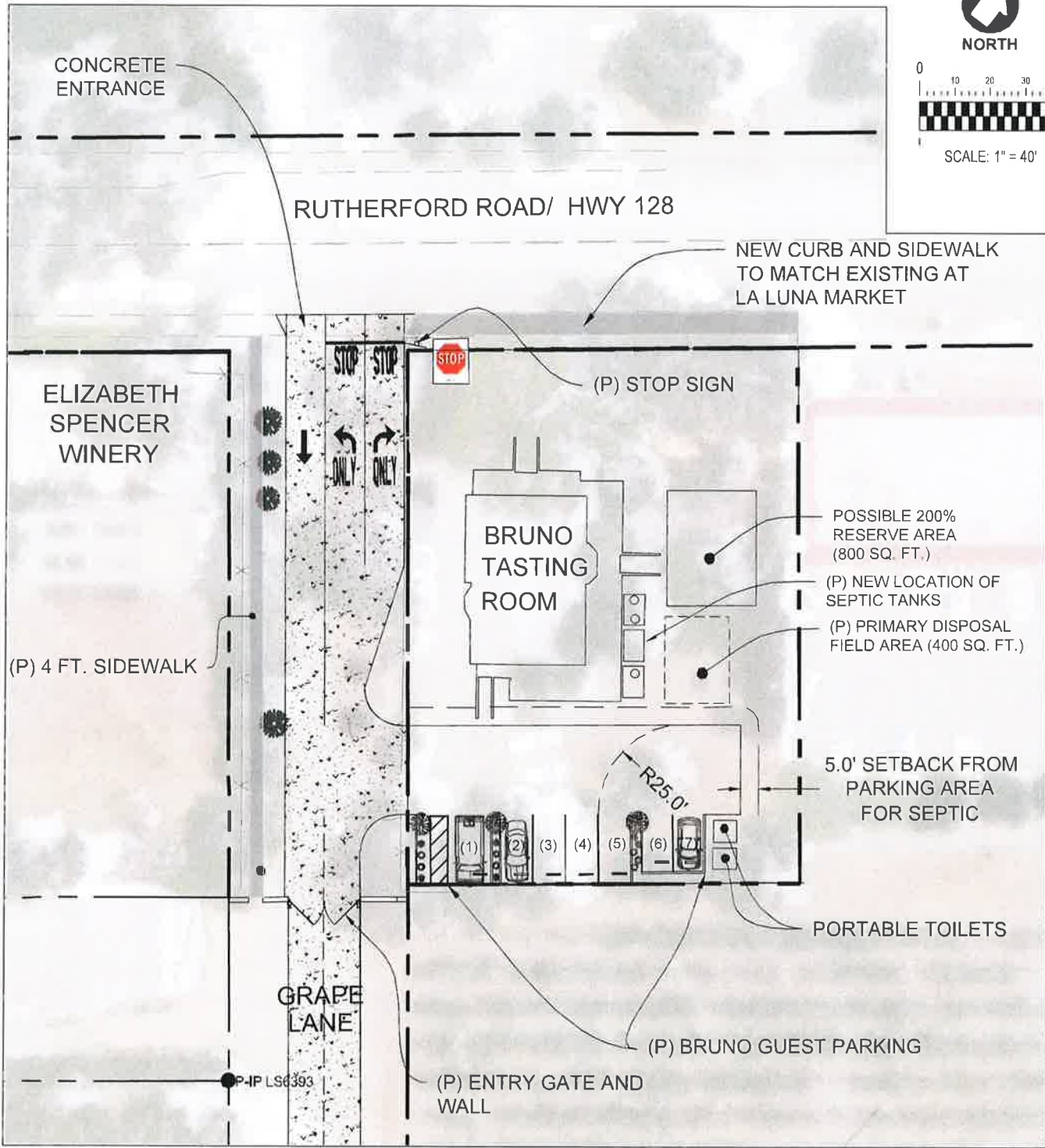
EXHIBIT 4



NORTH



SCALE: 1" = 40'



SITE PLAN

SCALE: 1" = 40'

JOB #1472

DATE 11/21/2019



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SHEET TITLE:

GRAPE LANE
 IMPROVEMENT PLAN

1 OF 1 SHEETS

APPENDIX D

Photos



Grape Lane - Current Condition

(Photo December 2019)



LOOKING EAST ONTO HWY 128/RUTHERFORD RD. FROM GRAPE LN.



LOOKING WEST ONTO HWY 128/RUTHERFORD RD. FROM
GRAPE LANE