



A Tradition of Stewardship
A Commitment to Service

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

RECEIVED

NOV 19 2013

COUNTY OF NAPA
EXECUTIVE OFFICE

NOTICE OF INTENT TO APPEAL

(Chapter 2.88 of Napa County Code)

TO BE COMPLETED BY APPELLANT
(Please type or print legibly)

Appellant's Name: Patricia Simpson, c/o Maureen A. Harrington, Esq.

Telephone #: (415) 283-1776 Fax #: (415) 283-1777

E-Mail Address: mharrington@greenfieldsullivan.com

Mailing Address: 150 California Street, #2200, San Francisco, CA 94111
No. Street City State Zip

Action Being Appealed: Grant of Use Permit to Woolls Ranch, LLC, Mt. Veeder Road, Napa, APN: 035-010-054,
over objections regarding safety of road access and adverse impact on residential water supply for neighbors.

Date of Decision: November 6, 2013

Nature of Permit or Decision: Use permit and an exception to the County's Road and Street Standards.

Permit Number (if known): P13-00187

Patricia Simpson 11/18/2013 PATRICIA SIMPSON
Signature of Appellant Date Print Name

TO BE COMPLETED BY CLERK OF THE BOARD

Notice of Intent to Appeal Fee: \$ 416 Receipt Nos. 716994

Received by: [Signature] Date: 11-19-13

emailed to don 11/19/13

JACQUELINE SHIKOWITZ
3674 REDWOOD RD
NAPA, CA 94558

2373
11-35/1210 CA
3610

Pay to the Order of County of Napa Date Nov. 19, 2013 \$ 416.00

Four hundred sixteen dollars and 00/100 Dollars 



Valued Customer
OVER 15 YEARS

ACH R/T 121000358

For Jacqueline C. Shibowitz

⑆ 121000358⑆ 00112880124112373

RECEIPT

DATE 11/19/2013 No. 716994

RECEIVED FROM Jacqueline Shibowitz \$ 416.00

Down hundred sixteen and 00/100 DOLLARS

FOR RENT FOR UP Woods Ranch/Mt. Nuden #2373 APN 035-D10-D54

ACCOUNT	<u>416.00</u>	CASH	<input type="checkbox"/>	FROM	
PAYMENT		CHECK	<input checked="" type="checkbox"/>	TO	
BAL. DUE	<u>0</u>	MONEY ORDER	<input type="checkbox"/>	BY	<u>J. Selby</u>

1182

EXHIBIT A - FINDINGS

NAPA COUNTY PLANNING, BUILDING & ENVIRONMENTAL SERVICES DEPARTMENT PLANNING COMMISSION HEARING – NOVEMBER 6, 2013

WOOLLS RANCH WINERY USE PERMIT & ROAD AND STREET STANDARDS EXCEPTION (P13-00187) APN: #035-010-054

ENVIRONMENTAL:

The Planning Commission (Commission) has received and reviewed the proposed Subsequent Negative Declaration pursuant to the provisions of the California Environmental Quality Act (CEQA) and of Napa County's Local Procedures for Implementing CEQA, and finds that:

1. The Commission has read and considered the Subsequent Negative Declaration prior to taking action on said Subsequent Negative Declaration and the proposed project.
2. The Subsequent Negative Declaration is based on independent judgment by the Commission.
3. The Subsequent Negative Declaration was prepared and considered in accordance with the requirements of the California Environmental Quality Act.
4. There is no substantial evidence in the record as a whole, that the project will have a significant effect on the environment.
5. The Secretary of the Commission is the custodian of the records of the proceedings on which this decision is based. The records are located at the Napa County Planning, Building & Environmental Services Department, 1195 Third Street, Room 210, Napa, California.
6. Considering the record as a whole there is no evidence that the proposed project will have a potential adverse effect on wildlife resources or habitat upon which the wildlife depends.

ROAD & STREET STANDARDS EXCEPTION:

The Commission has reviewed the attached Road and Street Standards Exception request in accordance with the requirements with the County's Road and Street Standards Section 3(D) and 3(E), and makes the following findings:

7. The exception will preserve unique features of the natural environment which includes, but is limited to, natural water courses, steep slopes, geological features, heritage oak trees, or other trees of at least 6" dbh and found by the decision-maker to be of significant importance, but does not include man made environmental features such as vineyards, rock walls, ornamental or decorative landscaping, fences or the like.

Analysis: The existing private driveway varies in widths, generally less than 20-feet, portions are paved and portions are gravel. The driveway crosses steep slopes, preventing improvement to commercial standards for the affected length. The remainder of the

Analysis: The Winery Definition Ordinance (WDO) was established to protect agriculture and open space and to regulate winery development and expansion in a manner that avoids potential negative environmental effects. The project complies with the requirements of the Winery Definition Ordinance (Ord. No. 947, 1990) and the remainder of the Napa County Zoning Ordinance (Title 18, Napa County Code), as applicable.

General Plan Agricultural Preservation and Land Use Goal AG/LU - 1 guides the County to, "preserve existing agricultural land uses and plan for agriculture and related activities as the primary land uses in Napa County." **General Plan Agricultural Preservation and Land Use Goal AG/LU - 3** states the County should, "support the economic viability of agriculture, including grape growing, winemaking, other types of agriculture, and supporting industries to ensure the preservation of agricultural lands." Approval of this project furthers both of these key goals.

The subject parcel is located on land designated Agricultural Resources (AR) on the County's adopted **General Plan Land Use Map**. This project is comprised of an agricultural processing facility (winery), along with wine storage, marketing, and other WDO - compliant accessory uses as outlined in and limited by the approved project scope (see attachment B, Condition of Approval No. 1 et seq.) These uses fall within the County's definition of agriculture and thereby preserve the use of agriculturally designated land for current and future agricultural purposes. As approved here, the use of the property for the "fermenting and processing of grape juice into wine" (NCC §18.08.640) and for uses accessory thereto supports the economic viability of agriculture within the county consistent with **General Plan Agricultural Preservation and Land Use Policy AG/LU - 4** ("The County will reserve agricultural lands for agricultural use including lands used for grazing and watershed/ open space...") and **General Plan Economic Development Policy E - 1** (The County's economic development will focus on ensuring the continued viability of agriculture...).

The General Plan includes two complimentary policies requiring that new wineries, "...be designed to convey their permanence and attractiveness." (**General Plan Agricultural Preservation and Land Use Policy AG/LU - 10** and **General Plan Community Character Policy CC - 2**). The proposed addition to the existing building incorporates the architectural style, materials and details of winery buildings located throughout the County and will be fully in keeping with the permanence and attractiveness of older long standing structures. The proposed production building is designed to fit into and harmonize with the surrounding hillside.

As analyzed at item #13, below, the winery will not interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater level. The project is consistent with **General Plan Conservation Policies CON - 53 and CON - 55**, which require that applicants for discretionary land use approvals prove the availability of adequate water supplies which can be appropriated without significant negative impacts on shared groundwater resources.

Napa County's adopted General Plan reinforces the County's long standing commitment to agricultural preservation, urban centered growth, and resource conservation. On balance, this project is consistent with the General Plan's overall policy framework and with the Plan's specific goals and policies.



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1195 Third Street, Suite 310, Napa, California, 94559
(707) 253-4421

ORIGINAL 67 Pages RECEIVED

APPEAL PACKET FORM
(Chapter 2.88.050 of Napa County Code)

DEC - 5 2013

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

TO BE COMPLETED BY APPELLANT
(Please type or print legibly)

COUNTY OF NAPA
EXECUTIVE OFFICE

Appellant's Name: Patricia Simpson, c/o Maureen A. Harrington, Esq.

Telephone #: (415) 283-1776 Fax #: (415) 283-1777

E-Mail Address: mharrington@greenfieldsullivan.com

Mailing Address: 150 California Street, Suite 2200, San Francisco, CA 94111
No. Street City State Zip

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

Action Being Appealed: Grant of Use Permit to Wools Ranch LLC over objections

Permittee Name: Wools Ranch LLC

Permittee Address: 1 Wilshire Blvd., 22nd Floor, Los Angeles, CA 90017

Permit Number: P13-00187 Date of Decision: November 6, 2013

Nature of Permit or Decision: Grant of Use Permit for Winery

Reason for Appeal (Be Specific - If the basis of the appeal will be, in whole or in part, that there was a prejudicial abuse of discretion on the part of the approving authority, that there was a lack of a fair and impartial hearing, or that no facts were presented to the approving authority that support the decision, **factual or legal basis for such grounds of appeal must be expressly stated or they are waived.** (attach additional sheet if necessary):
See Narrative Statement in Support of Appeal re Use Permit Granted to Wools Ranch LLC attached and Exhibits thereto.

Project Site Address/Location: 1032 Mt. Veeder Road, Napa, CA 94558
Street City State Zip

Assessor's Parcel No.: 035-010-054

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

[Signature] 12/4/2013 Maureen A. Harrington
 Signature of Appellant Date Print Name *Attorney for Patricia Simpson*

TO BE COMPLETED BY CLERK OF THE BOARD

Appeal Packet Fee \$ 536.00 Receipt Nos. 716995
 Received by: [Signature] Date: 12/5/2013

Appeal Fee Schedule Worksheet - For staff use

Notice by Mail

Labor	Cost			Total
<input checked="" type="checkbox"/> Required	100 addresses or less	\$54.00	<input type="checkbox"/>	* 54.00
required -choose one *	101 to 400 addresses	\$108.00	<input type="checkbox"/>	*
	Over 400 addresses	\$162.00	<input type="checkbox"/>	*
	Costs associated with Notice by Mail	26 .51/address	<input checked="" type="checkbox"/>	13.00

Notice by Publication

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

Cost of Record on Appeal

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

Fees

Appeal to Board of Supervisors based on Record or De Novo	\$408.00 (Effective 10/13/12) \$416.00 (Effective 10/13/13)		<input checked="" type="checkbox"/>	536.00
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Grand Total

I understand the breakdown of the fees charged.

Amount Received
Balance Due

952 - 957.00
 416 - 541.00
 536 - 536.00

Signature

Date

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

JACQUELINE SHIKOWITZ
3674 REDWOOD RD
NAPA, CA 94558

2383
11-35/1210 CA
3610

Pay to the
Order of

County of Napa

Dec. 5, 2013

Date

\$ 536.00

Five hundred thirty-six dollars and 00/100

Security
Deposit on
Back



Valued Customer
OVER 15 YEARS

ACH/RPT 121000358

For

Jacqueline C. Shikowitz

⑆ 121000358⑆ 001128801241⑆ 2383

Narrative Statement in Support of Appeal re Use Permit Granted to Woolls Ranch LLC

Introduction

Patricia Butler Simpson is the owner of the real property commonly known as 3674 Redwood Road, Napa, California, APN 035-010-014 (the "Simpson Property"). The Simpson Property adjoins the lot owned by Woolls Ranch LLC at 1032 Mt. Veeder Road, APN 035-010-054 (the "Subject Property"). The current residents of the Simpson Property are Mrs. Simpson's daughter and son-in-law, Jacqueline and Paul Shikowitz, and their four children. Mrs. Simpson's family has been in residence on the Simpson Property for over 125 years.

Mrs. Simpson objects to the use permit allowing Woolls Ranch to construct a winery on the Subject Property based upon (1) the negative impact on water supply for residential uses on adjoining properties including the Simpson Property, (2) the failure of Woolls Ranch to fully complete the application for the use permit, including by supplying the current water availability at the Subject Property and (3) the safety issues presented by the proposed driveway to be used for access to the winery.

History and Background

By way of background, the Simpson Property and the Subject Property were held by the Pieratt family since the 1800s. Following the death of Mrs. Simpson's father, Clarence Pieratt, Mrs. Simpson received title to the Simpson Property. The remaining lots, held by Mrs. Simpson's mother and sister, were sold to Woolls Ranch. Since the 1800s, the Simpson Property had received all of its water (for residential and agricultural use) from natural springs located on the Subject Property. Given the common family ownership, the water use was not the subject of any formal agreement.

The draw of water from the Subject Property is currently governed by a recorded Amended Water Easement Agreement, a copy of which is attached as Exhibit 1, negotiated as part of a litigation settlement. The Amended Water Easement Agreement specifically provides that "Grantors [Woolls Ranch LLC] may not interfere with or take any action which will decrease the flow or quality (within legal limits) of water to Grantee's Property." (Exhibit 1 at ¶7.) Water is piped from the springs on the Subject Property to the Simpson Property where it is stored in tanks for residential and fire protection uses. There were two springs located on the Subject Property used for water supply on the Simpson Property for a hundred years; since Woolls Ranch drilled its wells and began its vineyard operations, one of the springs has run dry.

Mrs. Shikowitz (Mrs. Simpson's daughter) grew up on the Subject Property, and is well familiar with the water supply. Even during extensive years of draught, the springs always produced enough water for residential use and there was always some water flowing from the springs – until the summer of 2013.

The Project Will Have a Negative Impact on Groundwater Supply

After purchasing the Subject Property from Mrs. Simpson's mother, Woolls Ranch planted extensive vineyards. Woolls Ranch dug multiple wells on the Subject Property, which it has reportedly used for irrigation purposes and which would be used to satisfy the additional water needs of the proposed winery.

The following evidence demonstrates that the current use of the Subject Property is already negatively impacting groundwater supply, and further study is merited before the supply is subjected to the further burden of a winery:

- After Woolls Ranch drilled its wells and began its vineyard operation, one of the two springs used for residential water supply to the Simpson Property has run dry.
- The Simpson Property has experienced diminishment of its water supply during the summer months this year, causing them to have to truck in water to fill their tanks on four occasions. This is unprecedented, even during multi-year droughts. At times, no water at all has been flowing from the spring this past summer, which is also unprecedented.
- Another neighbor reported that their well located on a parcel adjacent to the Subject Parcel ran dry this summer, for the first time in its history. (See Exhibit 2 hereto, letter from Thomas Adams, counsel for Marsha Johnston, trustee of the Trust Estate of Herbert Weston Walker.) Testing revealed that the groundwater level was significantly lower, apparently due to the draws of water from the multiple wells on the Subject Property.
- Mr. and Mrs. Shikowitz observed near hourly deliveries of water by truck to the Subject Property throughout the summer. The City of Napa has confirmed that during an 82 day period from July 10 to September 30, 2013, Woolls Ranch used 1,748,000 gallons of water, drawn from a city hydrant. That is the staggering sum of 21,317 gallons of water per day. (Exhibit 3 hereto.) It is believed that this understates the water trucked into the Subject Property, and Mrs. Simpson will supply additional information as it is developed.
- While water was being trucked in, the flow from the spring on the Subject Property to the Simpson Property fluctuated wildly, from a mere trickle to a gush. After the water trucks ceased delivery of water to Woolls Ranch, the Simpson Property experienced a marked decline in the water produced from the spring. This resulted in their having to truck in water again, at least two additional times in the Fall of 2013.

Although the use permit claims the current water use is a mere 9,500 gallons/day and will increase to 11,100 gallons/day, Woolls Ranch was trucking in and apparently

using more than twice that amount on a daily basis for months. (Exhibit 3; Exhibit 4 hereto at page 14 of 29.) Since there are two 10,000 gallon tanks on the Subject Property, it was clearly taking in more water than could be stored or used on a daily basis. This extraordinary water consumption has not been explained by Woolls Ranch.

Since water supply has already been impacted without the operation of a commercial winery and event location, there appears little doubt that the use proposed for the Subject Property would negatively impact the water supply to the Simpson Property and the adjoining Walker property. Undoubtedly, larger events up to 200 people are most likely to occur during summer months, when rainfall is historically low; if Woolls Ranch needs millions of additional gallons of water without a winery, how will the water needs be met for this expanded use? To allow development of a winery at the expense of residential water usage is contrary to California law. "It is hereby declared to be the established policy of this State that the use of water for domestic purposes is the highest use of water and that the next highest use is for irrigation." (Water Code §106.) Moreover, Woolls Ranch is prohibited by its own agreement with Mrs. Simpson from engaging in conduct on the Subject Property that will "decrease the flow or quality (within legal limits) of water... to the Simpson Property. (Exhibit 1 at ¶7.) It has already done that with the vineyards, and the problem should not be further compounded.

Given the impact on groundwater alone, the Use Permit should be denied at least until complete information is provided by Woolls Ranch and the results of groundwater monitoring testing proposed as a condition of approval of the Use Permit have already been performed. The finding that the proposed use would not impact ground water supplies was erroneous, and contrary to the evidence before the Planning Commission.

Woolls Ranch Failed to Fully Complete the Use Permit Application, Leaving Critical Portions Blank

As noted above, the information provided about current water usage at the Subject Property is suspect. This is even more concerning when viewed in light of the fact that Woolls Ranch did not supply any figures for "Water availability" instead leaving that portion of the Use Permit Application blank. (Exhibit 4 hereto at page 14 of 29.) The only information provided by Woolls Ranch regarding water availability is from 2007. Given the documented impact on neighboring domestic water uses and the fact that the Subject Property has needed millions of gallons in supplemental water supply this summer, the omission of current water availability does not appear to be a mere oversight by the applicant.

The absence of this critical piece of information further supports the conclusion that there was insufficient evidence to make a finding that the proposed use would not impact groundwater supplies and the critical water needs for adjoining residential properties.

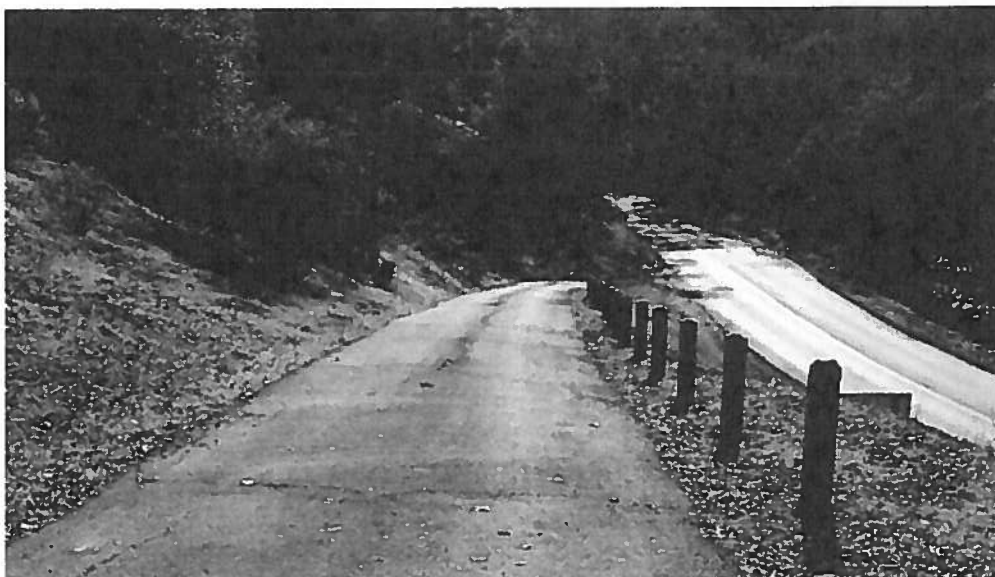
The Proposed Driveway Entrance is Unsafe and Cannot be Corrected.

The driveway proposed to access the winery begins on the Simpson Property, and is not wide enough to meet County road standards. In addition, the driveway is located after a steep bend in the road where Redwood Road meets Mr. Veeder Road, and there is insufficient visibility to make the entrance safe for motorists on Mt. Veeder Road and those entering and exiting the driveway. The Planning Commission simply failed to consider the uncontroverted evidence that the proposed access driveway is markedly unsafe for commercial traffic and presents a hazard to users of Mt. Veeder Road.

The following facts are drawn from the Planning Department's "Initial Study Checklist":

- With vehicle speeds of 35 mph, stopping sight distances per Cal Trans standards would be 250 feet in the area of the proposed entrance to the Subject Property from Mt. Veeder Road.
- Current visibility at the driveway is 100 feet, less than half that required for safe stopping.
- Woolls Ranch proposes "removing the embankment along the southeast corner of the driveway..." to increase visibility for persons entering and exiting Mr. Veeder Road.
- Even if the embankment were removed, Woolls Ranch's own traffic study admits "that it is uncertain that a sight distance of 250 feet when exiting the site looking to the southeast will be achieved".

This is a photo of the driveway as it exists today looking towards Mt. Veeder Road and the embankment proposed to be removed which is in the center of the photo:



This portion of the driveway is on the Simpson Property.

Mitigation measures proposed by Woolls Ranch include removal of the embankment but no explanation is offered for how it can achieve this necessary improvement on land it does not own. Moreover, the hillside which is proposed to be cut away is markedly unstable and has been the subject of slides in the past during heavy rains. (Exhibit 5 hereto.) The applicant has provided no plans or engineering statements to show (1) what changes to the hillside are proposed, (2) whether those changes are feasible given the obvious angle of the slope, (3) whether the hillside is too unstable to be disturbed, and (4) what environmental impact will be caused by this proposed work. These issues were ignored by the Planning Commission.

During construction of the winery, slower moving construction vehicles coming and going from the driveway will present a substantial hazard to persons traveling on Mt. Veeder Road who will be unable to see them within sufficient time to stop since current visibility is 150 feet less than required for safe stopping. The hazard will be compounded by increased traffic of winery visitors for tastings and special events if the use permit is approved, along with the commercial vehicles involved in winery operations.

Strangely, having acknowledged that it may be impossible for safe sight lines to be achieved at the proposed driveway, the Planning Commission not only approved the use permit, it required that the testing of the sight lines did not need to take place until before issuance of an occupancy permit, after construction of the winery is essentially complete. Road safety should not be treated in such a cavalier fashion.

Finally, Woolls Ranch does not have the legal right to use or alter the Simpson Property in the manner proposed. As clearly indicated in the Amended Water Easement Agreement at ¶13, Woolls Ranch LLC does not hold any easement over the Simpson Property: "Nothing herein shall be construed as constituting or granting any easement over Grantee's Property in favor of Grantor, and the parties hereby agree that no such easement exists." (Exhibit 1 hereto.)

The driveway over the corner of the Simpson Property was historically used primarily for access to the small residences located on Lots 17 and 58. The proposed use would vastly expand the driveway use, both in size and traffic, with extensive changes and improvements. This includes guard rails, concrete shortwalls, and creation of turnout lanes. The area where the proposed "deceleration lane" is to be located is part of a shale hillside on the Simpson Property and the proposed use could degrade or damage the Simpson Property. (See Exhibit 5 hereto.) Woolls Ranch also proposes putting multiple signs on the Simpson Property to advertise their tasting room and winery. These uses are not allowed by any implied easement, or by any historic use of the easement.

The expansion of a roadway easement in the manner proposed by Woolls Ranch LLC to benefit new business ventures and an additional parcel of land is not allowed under California law. "Regardless of how it was created, a roadway easement cannot be used to benefit additional persons who are not in title or possession of the dominant

tenement, and if the easement is appurtenant to one parcel at the time it is created, it cannot be used subsequently to benefit another parcel of property.” (6 Miller & Starr, Cal. Real Estate 3d, §15.59.)

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

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

Approval of a Use Permit that is dependent upon unauthorized use of the Simpson Property is simply nonsensical and invites litigation between neighbors. Given that Woolls Ranch’s own traffic study admits uncertainty about whether the driveway can be made sufficiently safe to allow drivers on Mt. Veeder to avoid collisions with persons entering and exiting the driveway to the proposed winery, the conclusion by the Planning Commission that the Use Permit should be approved was not supported by the evidence.



2009-0000654

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

Recorded		REC FEE	44.00
Official Records			
County of		FAX FEE	15.00
Napa		PHOTOWORK	26.00
JOHN TUTEUR			
Assessor-Recorder-Coul			
		EV	
02:43PM 12-Jan-2009		Page 1 of 13	

AMENDED WATER EASEMENT AGREEMENT

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

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

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

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

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

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

Signed in counterparts

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Grantor:

WOOLLS RANCH LLC

By: _____

Paul Woolls

Its Member

By: _____

Betty Woolls

Its Member

Grantee:

THE PATRICIA DEE BUTLER FAMILY TRUST

By: _____

Patricia Dee Simpson
Patricia Dee Simpson


Its Trustee

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

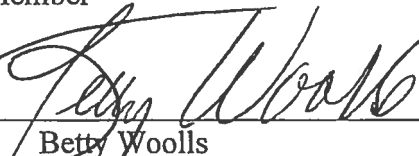
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Grantor:

WOOLLS RANCH LLC

By: 

Paul Woolls
Its Member

By: 

Betty Woolls
Its Member

Grantee:

THE PATRICIA DEE BUTLER FAMILY TRUST

By: _____
Patricia Dee Simpson
Its Trustee

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Napa }

On November 28th, 2008 before me, Lee Richard Gibson, Notary Public
Date Here Insert Name and Title of the Officer

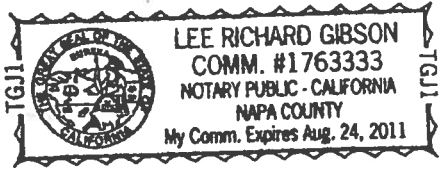
personally appeared Patricia Dee Simpson
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Amended Water Easement Agreement

Document Date: November 28th, 2008 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

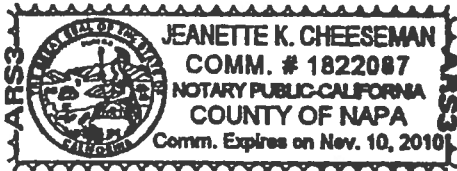
State of California

County of Napa

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

personally appeared Paul Woolls
Betty Woolls
Name(s) of Signer(s)

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature Jeanette K Cheeseeman
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

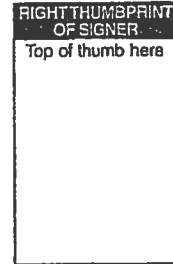
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

EXHIBIT A

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

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

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

EXHIBIT A

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

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

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

035-010-054

EXHIBIT B

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

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

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

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

035-010-014

EXHIBIT B

EXHIBIT C

LEGAL DESCRIPTION

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

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

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

SPRING BOX EASEMENT ON APN 035-010-054

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

Containing 750 square feet

PLAT OF ACCESS AND SPRING BOX EASEMENTS

OVER

A.P.N. 035-010-054

NAPA COUNTY, CALIFORNIA

PREPARED BY:



MICHAEL W. BROOKS & ASSOCIATES, INC.

Professional Land Surveyors

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

JANUARY 2007

DWG: 4082SBOX.DWG

SHEET 1 OF 1



SCALE: 1" = 100'

A.P.N. 035-010-054

A.P.N. 035-010-058

TRUE POINT
OF BEGINNING

EXISTING

ROAD

CENTERLINE

SAME

POINT "A"

CONCRETE
SPRING BOX

DETAIL: N.T.S.

N46°54'50"W
222.42'

N20°09'13"W
394.79'



1455 First Street, Suite 301
Napa, CA 94559

T: 707.252.7122
F: 707.255.6876

THOMAS ADAMS
tadams@dpf-law.com

October 30, 2013

VIA EMAIL: sean.trippi@countyofnapa.org

Mr. Sean Trippi, Principal Planner
Planning, Building and Environmental Services
1195 Third Street
Napa, CA 94559

Re: Woolfs Ranch Winery Use Permit Application; #P13-00187

Dear Sean,

We represent Marsha Johnston who is the trustee of the Trust Estate of Herbert Weston Walker ("Walker"). Walker owns the property located at 3255 Dry Creek Rd, Napa CA 94558 (APN# 035-460-033) in the vicinity of Woolfs Ranch Winery property. The Walker property relies on a ground water well located on a parcel (APN# 035-460-032) that is adjacent to the above referenced Woolfs Ranch Winery project ("Winery Project"). The well that Walker relies on was installed in May of 2009 prior to the Winery Project's associated Vineyard Conversion Erosion Control Plan P08-00436-ECPA being approved ("ECP Project"). Our client's well was drilled to a depth of approximately 400 feet and at that time it had a static depth to groundwater of 133 feet and an estimated yield of 100 gallons per minute, the pump was installed in July of 2009 ("Walker Well"). Both the Walker Well and the well located on the Woolfs Ranch property (APN# 035-010-054) are located within close proximity to each other, the Walker Well being 6 feet and the Woolfs Ranch property well being approximately 23 feet from the shared property line between APN# 035-460-032 and 035-010-054. (See Exhibit A, property map.)

As described in the attached February 1, 2013 letter to the O'Shaughnessy Winery, owner of the ECP Project property at that time, Walker was concerned that the ECP Project groundwater pumping was interfering with its well resulting in a groundwater supply issue. (See Exhibit B, Feb. 1, 2013 letter.) To summarize, in August of 2012 the Walker Well suffered a complete failure. Based on the close proximity of one of the ECP Project's wells and it occurring during the irrigation season the Walker Well failure is more than likely connected to the ECP Project's groundwater pumping. Subsequently, the water level in the Walker Well has partially recovered; however, the most recent depth to groundwater measurement shows a decline in groundwater level from 140 feet to 315 feet or a 175-foot decline in groundwater. As a result of the well failure the pump had to be replaced and a level protector installed to shut the pump off when the groundwater level declines to a level below the pump. (See Exhibit C, email correspondence with Oakville Pump.)

The data on groundwater level declines together with the direct impacts to the Walker Well's pump operations and ability to provide sufficient groundwater to support the existing land uses

Mr. Sean Trippi, Principal Planner
October 30, 2013
Page 2

on the properties in the vicinity, including the Walker's property are concerning. Accordingly, our client asks that these groundwater impacts be sufficiently addressed by the County in its enforcement of both existing conditions of approval for the ECP Project (discussed below) and conditions of approval or mitigation measures for the Winery Project pursuant to the California Environmental Quality Act ("CEQA"). The need for the County to adequately address this issue is especially true due to the fact that it is relying on a mitigated negative declaration, which cannot be used when the County is presented with a fair argument that the project may have a significant effect on the environment (CEQA Guidelines Section 15064(f)(1), citing *Friends of B Street v. City of Hayward* (1980) 106 Cal. App. 3d 988).

The Winery Project's Initial Study Checklist states that "[t]he County adopted mitigation measures in connection with its approval of the ECP. These mitigation measures are being carried forward and will be incorporated into this project." (Woolis Ranch Winery; Use Permit & Road and Street Standards Exception (#P13-00187), Initial Study Checklist, p. 2.) The ECP Project County approval, dated May 27, 2009 includes the following condition of approval, although not labeled a mitigation measure it clearly was intended to mitigate for potential impacts and as a condition of approval is fully enforceable:

The permittee may be required (at the permittee's expense) to provide well monitoring data if the Director of Environmental Management determines that water usage at the vineyard is affecting, or would potentially affect groundwater supplies or nearby wells. Data requested could include, but may not be limited to, water extraction volumes and static well levels. If applicant is unable to secure monitoring access to neighboring wells, onsite monitoring wells may need to be established to gage potential impacts of the groundwater resource utilized for the project proposed. Water usage shall be minimized by the use of best available control technology and best water management conservation practices. In the event that changed circumstances of significant new information provide substantial evidence that the groundwater system referenced in the permit would significantly affect the groundwater basin, the director of environmental management shall be authorized to recommend additional reasonable conditions on the permittee, or revocation of this permit, as necessary to meet the requirements of the Napa County Groundwater Ordinance and protect public health, safety, and welfare. That recommendation shall not become final unless and until the director has provided notice and the opportunity for hearing in compliance with the County Code section 13.15.070.G-K. (Project ECP, Conditional of Approval #11.)

The existing ECP Project condition of approval #11 and the facts related to the decline in groundwater levels and impacts to pumping of the Walker Well provide sufficient evidence that "the vineyard is affecting, or would potentially affect groundwater supplies or nearby wells." Therefore, the analysis and conclusions of the Initial Study Checklist prepared for the Woolis Ranch Winery; Use Permit & Road and Street Standards Exception (#P13-00187) ("Winery Initial Study"), related to hydrology, specifically groundwater supply are inadequate. (See *Gray v. County of Madera* (2008) 167 Cal. App. 4th 1099, 1116 holding that there must be substantial

Mr. Sean Trippi, Principal Planner
October 30, 2013
Page 3

evidence that the mitigation measure can effectively replace the decline in the water available to the neighboring residents.)

Further, it appears that the Winery Project Phase 1 Water Availability Analysis referenced in the Winery Project Initial Study is inconsistent with the information previously submitted in support of the ECP Project in that it does not include the water use by the two existing residences on the property, the cattle operation, or the same information provided in the ECP Project Initial Study for the vineyard. For example, the water analysis for the ECP Project Initial Study shows an anticipated water use of 14.88 acre feet per year once the vineyard is established, but the application for the Winery Project shows a total existing use of 10.41 acre feet per year. Moreover, the ECP Project Initial Study states that irrigation for the proposed vineyard would be supplied from two existing groundwater wells with the water stored in five 10,000 gallon water tanks (ECP Project Initial Study, p. 20). This raises additional factual concerns related to the accuracy of the project description, baseline and future groundwater use. The first is overall accuracy of the Phase 1 Water Availability Analysis and lack of any discussion of these inconsistencies. The second is the fact that if the Winery Project will rely on one of the groundwater wells to meet its water demands it will likely increase the irrigation demand on the groundwater well located in the immediate vicinity of the Walker Well or require the installation of additional wells in the future. The third is that based on aerial photographs (see Exhibit B) and our clients own observations, the five 10,000 gallon water tanks analyzed in the ECP Project Initial Study appear to have been replaced with an irrigation reservoir that has been constructed but was not included in the project description in the ECP Project Initial Study or referenced in the Winery Project Phase 1 Water Analysis. As referenced in our February 1, 2013 letter, at the time of the Walker Well failure this previously unanalyzed irrigation reservoir was being filled with groundwater. Regardless of the Phase 1 Water Availability Analysis unsupported assumptions regarding groundwater availability, which as noted contain significant factual inconsistencies, the facts provided herein establish more than a fair argument that the existing ECP Project is currently having a significant impact on the groundwater supplies available to our client. This also provides substantial evidence that any increase in groundwater demand on the property as the result of the Winery Project could result in additional impacts, both direct and cumulative, to groundwater availability in the project vicinity.

In order to address the ECP Project's existing impacts, ECP Project condition of approval #11 and additional impacts that could result from the Winery Project we ask that the County include a mitigation measure or condition of approval on the Winery Project that provides for the following:

Monitoring: The applicant shall measure the groundwater levels of all wells located on its property and the offsite well located on APN# 035-460-032 as recommended by a qualified hydrogeologist. The applicant also shall measure groundwater pumping of all wells located on its property on a monthly basis. Monitoring devices and protocol shall be done in accordance with the recommendations of a qualified hydrogeologist as approved by the County.

Mr. Sean Trippi, Principal Planner
October 30, 2013
Page 4

Reporting: The applicant shall submit a semi-annual report prepared by a qualified hydrogeologist to Napa County and the users of offsite well located on APN# 035-460-032 with the results of the monitoring program, including a summary of data collection and necessary recommendations regarding water use corrective measures and/or physical improvements necessary to insure the offsite well located on APN# 035-460-032 meets the performance standard discussed below.

Restrictions: The applicant's Well #2 (see Exhibit B) use shall be limited to providing vineyard irrigation and shall not be used for winery or any other purpose. No additional wells shall be drilled on applicant's property without conducting a Phase 2 Water Availability Analysis with notice and opportunity to review and comment provided to users of offsite well located on APN# 035-460-032 prior to County approval of new well.

Performance Standard and Corrective Measures: If there is substantial evidence activities on the applicants property, including winery operations, vineyard irrigation, livestock management, or drilling of additional wells would or is causing the production rate of the offsite well on APN#035-460-032 to drop to a level which would not support existing land uses relied on by the offsite well, the County shall implement one or more, but not limited to, the following mitigation measures to the extent necessary to meet the performance standard:

- Repair, service or replace the offsite well, at applicant's sole expense, such that the affected property owner will have access to water of similar quality and quantity as existed before the applicant's vineyard irrigation.
- Redistribute onsite pumping operations to reduce pumping stress on offsite well.
- Abandon and/or relocate vineyard irrigation well to reduce potential impacts to offsite well.
- Limit groundwater pumping from vineyard irrigation well.

Thank you in advance for your attention to this matter and we trust that you will adequately address our concerns. Please feel free to contact me with any questions.

Regards,

DICKENSON, PEATMAN & FOGARTY



Thomas S. Adams

ec: Brian Russell

EXHIBIT A



County of Napa GIS



- Legend
- Parcels
 - County Boundary

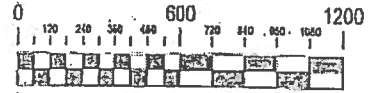


Disclaimer: This map was prepared for informational purposes only. No liability is assumed for the accuracy of the data delineated hereon.
This map was printed on 10/30/2013

Notes



NORTH



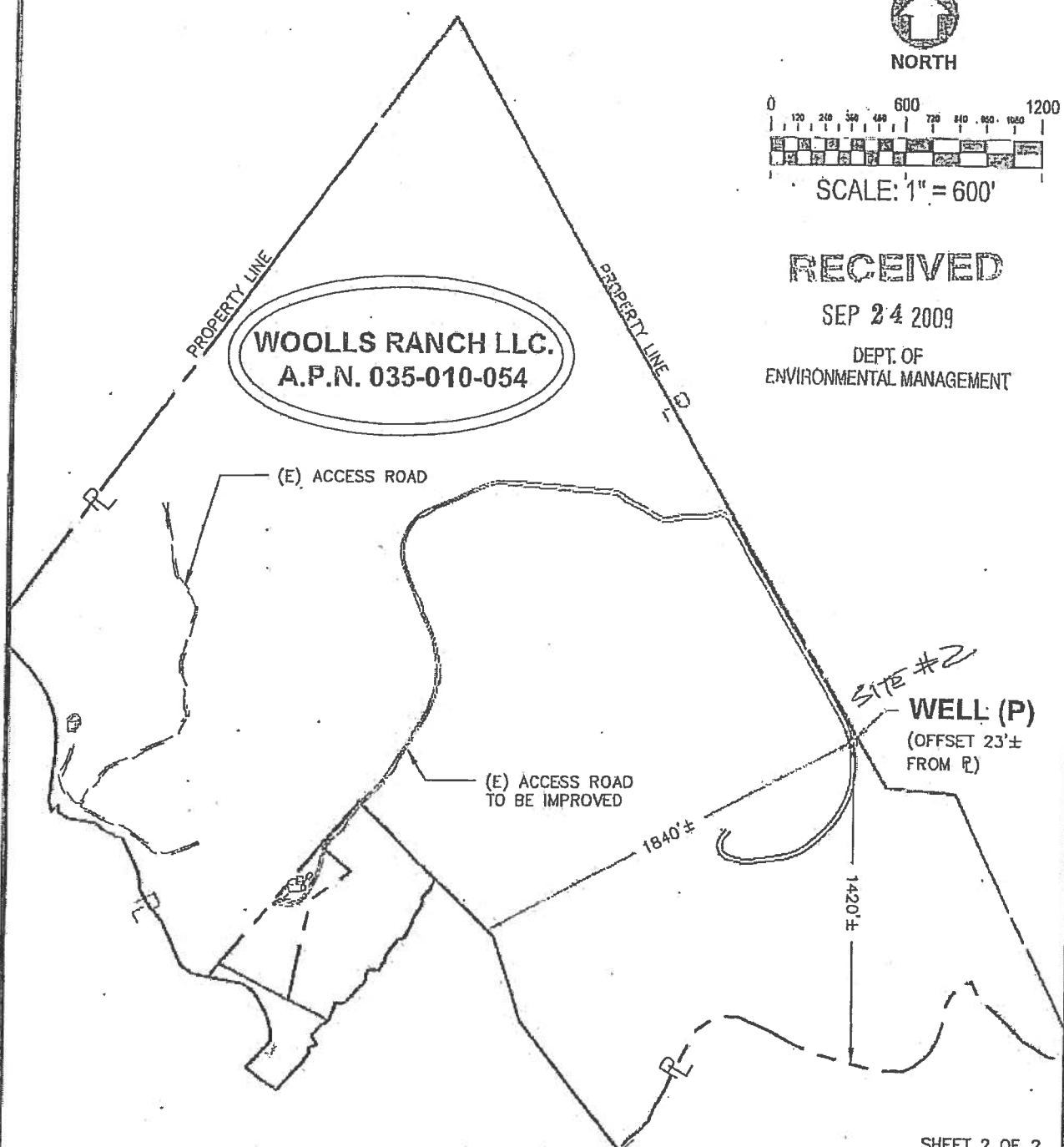
SCALE: 1" = 600'

RECEIVED

SEP 24 2009

DEPT. OF ENVIRONMENTAL MANAGEMENT

WOOLLS RANCH LLC.
A.P.N. 035-010-054



SHEET 2 OF 2

R.E.B. ENGINEERING, INC.

R.C.E. 45115 & L.S. 6591

CIVIL & STRUCTURAL

ENGINEERING, PLANNING, & SURVEYING

P.O. BOX 113, ST. HELENA, CA 94574 (707) 963-8638

WOOLLS RANCH LLC.

WELL LOCATION PLAN

1032 MOUNT VEEDER RD

NAPA, CA 94558

A.P.N. 035-010-054

JOB: 07-04540

DATE: 09/22/2009



HUCKFELDT WELL DRILLING

MIKE BOLEN
3277 DRY CREEK ROAD
NAPA, CA 94558
AP# 035-460-032

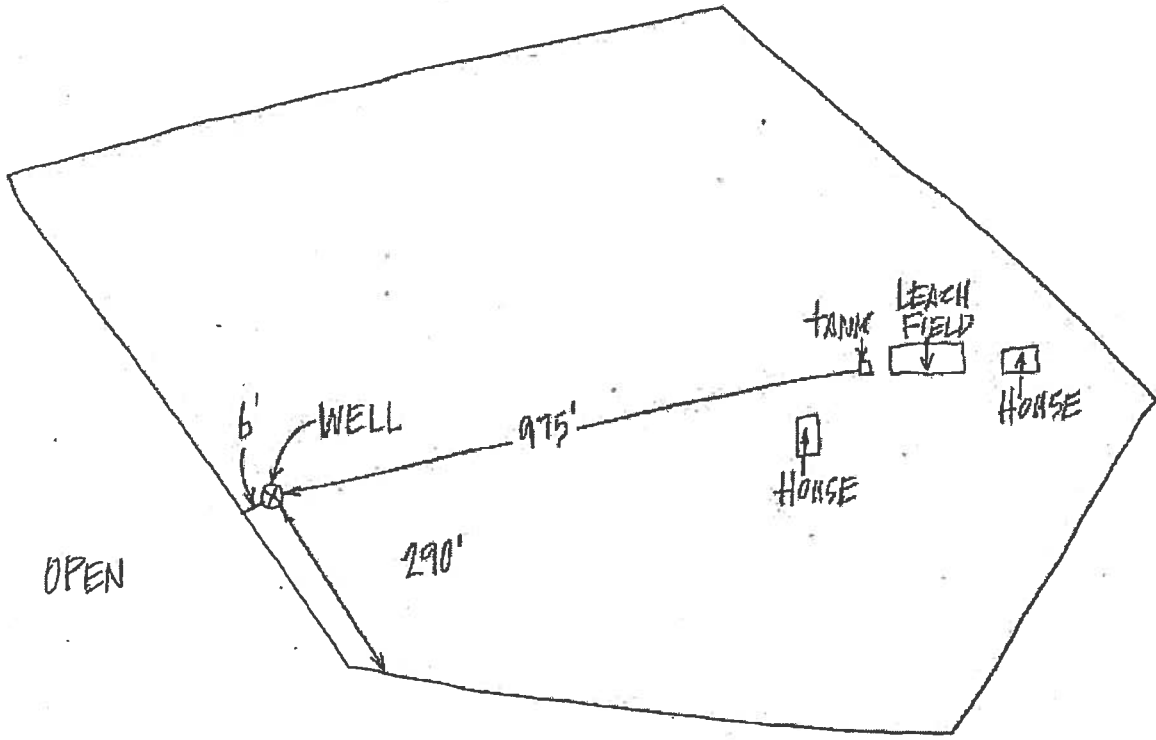


EXHIBIT B



1455 First Street, Suite 301
Napa, CA 94559

T: 707.252.7122
F: 707.255.6876

JAMES W. TERRY
jterry@dpf-law.com

February 1, 2013

Sean Capioux
O'Shaughnessy Winery
PO Box 923
Angwin, CA 94508

Re: Estate of Herbert Weston Walker
Mt. Veeder Vineyard potential water issues

Dear Sean,

We represent Marsha Johnston who is the trustee of the Trust Estate of Herbert Weston Walker (Walker). Walker owns residential property in the vicinity of O'Shaughnessy's Mt. Veeder vineyard. The Walker property adjoins residential property owned by Elgin Allen (Allen). The Allen property shares a common boundary line with O'Shaughnessy's vineyard property. We have included an aerial photo showing the approximate location of the three parcels. There is a well on the Allen property that is jointly owned and operated by both Walker and Allen. The well is located near the Allen/O'Shaughnessy property line. The well is the exclusive source of domestic and irrigation water to the Allen and Walker parcels.

On August 11, 2012, the Allen/Walker well suffered a complete failure. The then owner of the Allen property, Mike Bolen, claims to have observed significant water usage by O'Shaughnessy, coincident with the failure, including vineyard irrigation and filling of a large reservoir on the O'Shaughnessy property. Bolen believes that water usage by O'Shaughnessy contributed to or caused the water depletion experienced by the Allen/Walker well.

We do not know if there is any connection between O'Shaughnessy's water usage and failure of the Allen/Walker well. However, we are aware that there is a well on the O'Shaughnessy property identified on County records as Well # 2 which is located approximately 23 feet from the Allen property line as shown on the attached well location plan prepared for the Woolls Ranch by R.E.B. Engineering. The proximate location of Well # 2 and the concurrent events reported by Mr. Bolen lend some support to the possibility that there is some causal connection between O'Shaughnessy water usage and failure of the Allen/Walker well. The Erosion Control Permit also contemplated a potential problem in that it provides:

The permittee may be required (at the permittee's expense) to provide well monitoring data if the Director of Environmental Management determines that water usage at the vineyard is affecting, or would potentially affect groundwater supplies or nearby wells.

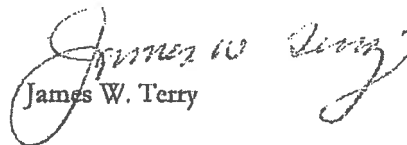
Sean Capioux
February 1, 2013
Page 2

Data requested could include, but may not be limited to, water extraction volumes and static well levels..... In the event that changed circumstances or significant new information provide substantial evidence that the groundwater system referenced in the permit would significantly affect the groundwater basin, the director of environmental management shall be authorized to recommend additional reasonable conditions on the permittee, or revocation of this permit, as necessary to meet the requirements of the Napa County Groundwater Ordinance and protect public health, safety, and welfare.

At this point, we are asking O'Shaughnessy to be mindful of a potential problem and to recognize that use of water on the O'Shaughnessy vineyard might have an adverse affect on the primary water source serving the Allen and Walker properties. We can report that no catastrophic failure has occurred since August 11, 2012. However, the well is not producing water at the same output levels that it has historically. Walker is concerned about this trend. Walker is continuing to watch the situation closely and will advise if any further events occur.

Sincerely yours,

DICKENSON, PEATMAN & FOGARTY


James W. Terry

cc: Marsha Johnston
Enclosure

EXHIBIT C

Thomas Adams

From: Roger Lutz [roger@oakvillepump.com]
Sent: Monday, October 28, 2013 2:38 PM
To: Thomas Adams
Subject: RE: Johnston Well reply from Roger

Just got back from a field survey of the address. The distance between Marcia Johnsons well and the newer well drilled on the adjacent property is 30-40ft. The cone of depression for each well is interfering with the other.

A summary:

In May 2009 the static water level was 1t 133ft (As stated previously

We installed the original pump July 1st of 2009

December 5th 2012 we replaced the pump that was installed July 2009. The pump failed due to lack of water in the well. When we replaced the pump the water level in the well was at 315ft. When we checked the static water level the well had been dormant (no pumping) for at least 24hrs. I do not have an notes as if the neighbors well had been pumping water or not?

The expanse of vineyards adjacent to Marcia's upper well is expansive. I would suspect that this area due to the extent of the vineyards and the lack of water in the area will be drilling more wells and pumping more. This would be detrimental to the water supply for Marsha Johnson. (Rumor...the vineyard is projecting to drill 8 more wells???)

To date this is the information I have found. There are several water meters installed for the water that services Ms. Johnsons irrigation and domestic water but to the best of our knowledge she has those records.

Any Questions Please let me know

Thanks

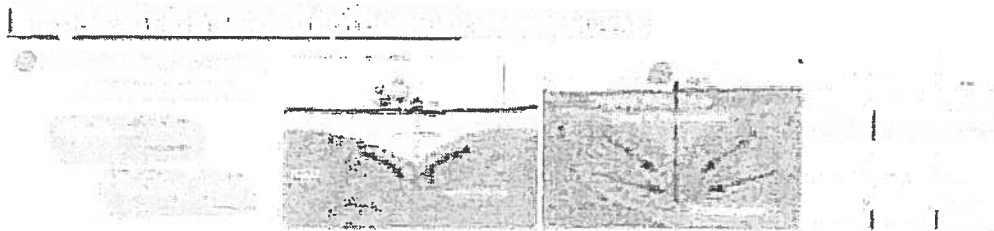
Roger.

PS: Thought this visual might help.

Cone of depression - Wikipedia, the free encyclopedia

en.wikipedia.org/wiki/Cone_of_depression

A **cone of depression** occurs in an aquifer when groundwater is pumped from a well. In an unconfined aquifer (water table), this is an actual depression of the ...



From: Thomas Adams [mailto:tadams@dpf-law.com]
Sent: Monday, October 28, 2013 11:45 AM
To: roger@oakvillepump.com
Subject: Johnston Well

Roger, Any news on whether you have any field logs or notes in the file? Also, was the pump replacement in December of 2012 due to the August 2012 well failure?

THOMAS S. ADAMS, ESQ.
DICKENSON, PEATMAN & FOGARTY
1455 FIRST STREET, SUITE 301
T: 707.252.7122 | F: 707.255.6876

10/30/2013

D: 707.261.7016

TADAMS@DPF-LAW.COM | WWW.DPF-LAW.COM

For current wine law news, visit www.lexvini.com

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10/30/2013

From: Eldredge, Joy [<mailto:jeldredge@cityofnapa.org>]
Sent: Tuesday, December 03, 2013 3:35 PM
To:
Subject: hydrant meter data

Per your request, attached is the information from the hydrant meter that was used this past summer. The meter was in the field from July 10 through September 30.

Initial reading: 16,480 units

Final reading: 18,228 units

1,748 units at 1,000 gals per unit.

Therefore, the total consumption withdrawn from the hydrant was 1,748,000 gallons.

Joy Eldredge
Water General Manager
City of Napa
[mailto: Jeldredge@cityofnapa.org](mailto:Jeldredge@cityofnapa.org)
Offc: 707-257-9319
Cell: 707-980-3289

HYDRANT METER SET FORM
Revenue Collections Division 707-257-9508

Copy

\$1,750.00	91-21-2241	63000-22805	By: <u>Beam</u>
140.00	91-4701-002	53001-34612	Pay File #:
<u>\$1,890.00</u>			Date Pd: <u>7-09-13</u>

BUSINESS LICENSE #: _____

Billing Name: O'Shaughnessy Winery -
Mailing Address: Po Box 423
Angwin CA 94508

Contact Name: Alan PETERSON
Day Contact Number: 312-0431
Office Telephone #: 965-2898

Hydrant Location: Parkson Pedrick Rd - By Brown Valley RD.

Approximate # of days or months meter needed: 2

Purpose for water: VINEYARD IRRIGATION

Project Name: Wool's Ranch

← Hauling to 1032 mt. used

To be Completed by Corp Yard

Hydrant Meter Number: 1297510

Date Meter Set: 7/30/13 On reading: 16480 Steve

Date Meter Removed: 9-30-13 Off reading: 18228

- Validate White Half Sheet for Balancing
- Validate Original Meter Set Form

Make 2 copies of Form:

- Return 1 copy to Customer
- Put one copy in Hydrant Clerk's Tray
- Put ORIGINAL in Service Worker's Tray
- Fax copy of form to Jennifer

Final billing charges will be calculated when meter is pulled.
Final charges will be deducted from the remaining \$1,750.00 deposit.
The \$140.00 meter set fee is non-refundable.

\$6.52 per one thousand gallons.

\$10.00 per day service charge (2 day minimum) or 7 days for \$50.00.

\$35.00 charge for moving meter within same project.

\$140.00 charge to move to another project or location.

Meter will be set within two (2) working days of receipt of payment.

All fees and deposit amounts listed above are subject to change without notice.

Finance\collections\excel\hydrant\hydrant meter set form revised 10/31/11

**CONTACT TO
SET, MOVE OR TURN IN METERS:**
Jack Zippel 257-8544
or
Jennifer Lerma

1032 mt. used
WTRRY WOOL'S RANCH LLC \$1,890.00



A Tradition of Stewardship
A Commitment to Service

FILE #: P13-00187
Planning, Building, & Environmental Services
1195 Third Street, Suite 210
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4417
Fax: (707) 253-4336

Hillary Gitelman
Director

**PERMIT APPLICATION AND INITIAL STUDY
REQUEST FOR COMMENTS**

TO: Ed Colby

APPLICATION TITLE: Walls Ranch Winery APN: 35-010-054

DESCRIPTION OF PROJECT: New 50,000 gal/yr winery in a 13,564 sq. ft. building & a 2,493 sq. ft. hospitality building and a 2,246 sq. ft. admin building. Tours & tastings for 60/day - marketing - 4/mo w/30 guests; 2/mo w/100 guests; and 4/yr w/200. - Road exception request.

RESPONSE REQUEST DATE: 6/14/13 RESPONSE RETURN DATE: 6/28/13*

PLEASE RESPOND VIA E-MAIL TO: Sean. trippi @countyofnapa.org
OR FAX TO (707) 299-; TELEPHONE#: 299-1353

This application (see enclosed project description and maps) is being sent to you for your review and comment.

With respect to environmental analysis, the County is assuming Lead Agency status for the project and will be preparing the necessary environmental documents.

1. Do you have any comments on this project? Yes No
2. Do you have jurisdiction by law over this project? Yes No
3. Attach your agencies comments, or list below: Comments attached Comments below

308-00897 Permit expired for Agr. Hdg. w/ stop space.

NO VIOLATIONS

Name of contact person: Ed Colby Telephone #: 8226

Email: _____
Title: Permit/Code Insp.
Date: 6/21/13

* completeness



A Tradition of Stewardship
A Commitment to Service

file No P13-00187-UP

Napa County
Conservation, Development, and Planning Department
1195 Third Street, Suite 210, Napa, California, 94559 phone (707) 253-4417
web www.countyofnapa.org/cdp/ email cdp@countyofnapa.org

Use Permit Application

To be completed by Planning staff...

Application Type: Use Permit - New Winery

Date Submitted: 6/5/13 Resubmittal(s): _____ Date Complete: _____

Request: _____

*Application Fee Deposit: \$ 5,000 Receipt No. 96573 Received by: TA Date: 6/5/13

**Total Fees will be based on actual time and materials*

To be completed by applicant...

Project Name: Woolfs Ranch Winery

Assessor's Parcel No: 035-010-054 Existing Parcel Size: 236 ac.

Site Address/Location: 1032 Mt. Veeder Road, Napa, CA 94558
No. Street City State Zip

Primary Contact: Owner Applicant Representative (attorney, engineer, consulting planner, etc.)

Property Owner: Woolfs Ranch, LLC

Mailing Address: 1032 Mt. Veeder Road, Napa, CA 94558
No. Street City State Zip

Telephone No () - - E-Mail: _____

Applicant (if other than property owner): _____

Mailing Address: _____
No. Street City State Zip

Telephone No () - - E-Mail: _____

Representative (if applicable): Brian Russell

Mailing Address: 1213 Coombs Street, Napa, CA 94558
No. Street City State Zip

Telephone No (707) 255 - 3232 E-Mail: brian@grassinapa.com

Use Permit Information Sheet

Use

Narrative description of the proposed use (please attach additional sheets as necessary):

Please see attached Project Statement

What, if any, additional licenses or approvals will be required to allow the use?

District _____

Regional _____

State ABC _____

Federal TTB _____

Improvements

Narrative description of the proposed on-site and off-site improvements (please attach additional sheets as necessary):

Please see attached Project Statement

Improvements, cont.

Total on-site parking spaces: 0 existing 19 proposed

Loading areas: 0 existing proposed

Fire Resistivity (check one; if not checked, Fire Marshal will assume Type V – non rated):

- Type I FR, Type II 1 Hr, Type II N (non-rated), Type III 1 Hr, Type III N, Type IV H.T. (Heavy Timber), Type V 1 Hr, Type V (non-rated) (for reference, please see the latest version of the California Building Code)

Is the project located in an Urban/Wildland Interface area? Yes No

Total land area to be disturbed by project (include structures, roads, septic areas, landscaping, etc): 2.37 acres

Employment and Hours of Operation

Days of operation: 0 existing 7 proposed

Hours of operation: existing 8:30-5:30 proposed

Anticipated number of employee shifts: existing 1 proposed

Anticipated shift hours: existing 8 proposed

Maximum Number of on-site employees:

- 10 or fewer, 11-24, 25 or greater (specify number)

Alternately, you may identify a specific number of on-site employees:

other (specify number)

Certification and Indemnification

Applicant certifies that all the information contained in this application, including all information required in the Checklist of Required Application Materials and any supplemental submitted information including, but not limited to, the information sheet, water supply/waste disposal information sheet, site plan, floor plan, building elevations, water supply/waste disposal system site plan and toxic materials list, is complete and accurate to the best of his/her knowledge. Applicant and property owner hereby authorize such investigations including access to County Assessor's Records as are deemed necessary by the County Planning Division for preparation of reports related to this application, including the right of access to the property involved.

Pursuant to Chapter 1.30 of the Napa County Code, as part of the application for a discretionary land use project approval for the project identified below, Applicant agrees to defend, indemnify, release and hold harmless Napa County, its agents, officers, attorneys, employees, departments, boards and commissions (hereafter collectively "County") from any claim, action or proceeding (hereafter collectively "proceeding") brought against County, the purpose of which is to attack, set aside, void or annul the discretionary project approval of the County, or an action relating to this project required by any such proceeding to be taken to comply with the California Environmental Quality Act by County, or both. This indemnification shall include, but not be limited to damages awarded against the County, if any, and cost of suit, attorneys' fees, and other liabilities and expenses incurred in connection with such proceeding that relate to this discretionary approval or an action related to this project taken to comply with CEQA whether incurred by the Applicant, the County, and/or the parties initiating or bringing such proceeding. Applicant further agrees to indemnify the County for all of County's costs, attorneys' fees, and damages, which the County incurs in enforcing this indemnification agreement.

Applicant further agrees, as a condition of project approval, to defend, indemnify and hold harmless the County for all costs incurred in additional investigation of or study of, or for supplementing, redrafting, revising, or amending any document (such as an EIR, negative declaration, specific plan, or general plan amendment) if made necessary by said proceeding and if the Applicant desires to pursue securing approvals which are conditioned on the approval of such documents.

In the event any such proceeding is brought, County shall promptly notify the Applicant of the proceeding, and County shall cooperate fully in the defense. If County fails to promptly notify the Applicant of the proceeding, or if County fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the County. The County shall retain the right to participate in the defense of the proceeding if it bears its own attorneys' fees and costs, and defends the action in good faith. The Applicant shall not be required to pay or perform any settlement unless the settlement is approved by the Applicant.

Woolls Ranch, LLC

Print Name of Property Owner

Print Name/Signature of Applicant (if different)

Signature of Property Owner

Date

Signature of Applicant

Date

[Handwritten Signature], member Woolls Ranch LLC

6.3.2013

Supplemental Application for Winery Uses

Operations

Please indicate whether the activity or uses below are already legally **EXISTING**, whether they exist and are proposed to be **EXPANDED** as part of this application, whether they are **NEWLY PROPOSED** as part of this application, or whether they are neither existing nor proposed (**NONE**).

Retail Wine Sales	<input type="checkbox"/> Existing	<input type="checkbox"/> Expanded	<input checked="" type="checkbox"/> Newly Proposed	<input type="checkbox"/> None
Tours and Tasting- Open to the Public	<input type="checkbox"/> Existing			
Tours and Tasting- By Appointment	<input type="checkbox"/> Existing	<input type="checkbox"/> Expanded	<input checked="" type="checkbox"/> Newly Proposed	<input type="checkbox"/> None
Food at Tours and Tastings	<input type="checkbox"/> Existing	<input type="checkbox"/> Expanded	<input checked="" type="checkbox"/> Newly Proposed	<input type="checkbox"/> None
Marketing Events*	<input type="checkbox"/> Existing	<input type="checkbox"/> Expanded	<input checked="" type="checkbox"/> Newly Proposed	<input type="checkbox"/> None
Food at Marketing Events	<input type="checkbox"/> Existing	<input type="checkbox"/> Expanded	<input checked="" type="checkbox"/> Newly Proposed	<input type="checkbox"/> None
Will food be prepared...		<input checked="" type="checkbox"/> On-Site?	<input type="checkbox"/> Catered?	
Public display of art or wine-related items	<input type="checkbox"/> Existing	<input type="checkbox"/> Expanded	<input checked="" type="checkbox"/> Newly Proposed	<input type="checkbox"/> None

* For reference please see definition of "Marketing," at Napa County Code §18.08.370 - <http://library.municode.com/index.aspx?clientId=16513>

Production Capacity *

Please identify the winery's...

Existing production capacity: 0 gal/y Per permit No: _____ Permit date: _____

Current maximum actual production: 0 gal/y For what year? _____

Proposed production capacity: 50,000 gal/y

* For this section, please see "Winery Production Process," at page 11.

Visitation and Hours of Operation

Please identify the winery's...

Maximum daily tours and tastings visitation:	<u>0</u> existing	<u>60 per day</u> proposed
Average daily tours and tastings visitation ¹ :	<u>0</u> existing	<u>60 per day</u> proposed
Visitation hours (e.g. M-Sa, 10am-4pm):	<u>0</u> existing	<u>10-5</u> proposed
Non-harvest Production hours ² :	<u>0</u> existing	<u>8-8</u> proposed

¹ Average daily visitation is requested primarily for purposes of environmental review and will not, as a general rule, provide a basis for any condition of approval limiting allowed winery visitation.

² It is assumed that wineries will operate up to 24 hours per day during crush.

Grape Origin

All new wineries and any existing (pre-WDO) winery expanding beyond its winery development area must comply with the 75% rule and complete the attached "Initial Statement of Grape Source". See Napa County Code §18.104.250 (B) & (C).

Marketing Program

Please describe the winery's proposed marketing program. Include event type, maximum attendance, food service details, etc. Differentiate between existing and proposed activities. (Attach additional sheets as necessary.)

Please see attached Project Statement

Food Service

Please describe the nature of any proposed food service including type of food, frequency of service, whether prepared on site or not, kitchen equipment, eating facilities, etc. Please differentiate between existing and proposed food service. (Attach additional sheets as necessary.)

Please see attached Project Statement

Winery Coverage and Accessory/Production Ratio

Winery Development Area. Consistent with the definition at "a.," at page 11 and with the marked-up site plans included in your submittal, please indicate your proposed winery development area. If the facility already exists, please differentiate between existing and proposed.

Existing 0 sq. ft. _____ acres
 Proposed 16020 sq. ft. _____ acres

Winery Coverage. Consistent with the definition at "b.," at page 11 and with the marked-up site plans included in your submittal, please indicate your proposed winery coverage (maximum 25% of parcel or 15 acres, whichever is less).

180690 sq. ft. 4.15 acres 1.66 % of parcel

Production Facility. Consistent with the definition at "c.," at page 11 and the marked-up floor plans included in your submittal, please indicate your proposed production square footage. If the facility already exists, please differentiate between existing and proposed.

Existing 0 sq. ft. Proposed 13275 sq. ft.

Accessory Use. Consistent with the definition at "d.," at page 11 and the marked-up floor plans included in your submittal, please indicate your proposed accessory square footage. If the facility already exists, please differentiate between existing and proposed. (maximum = 40% of the production facility)

Existing 0 sq. ft. _____ % of production facility
 Proposed 4372 sq. ft. 32% % of production facility

Caves and Crushpads

If new or expanded caves are proposed please indicate which of the following best describes the public accessibility of the cave space:

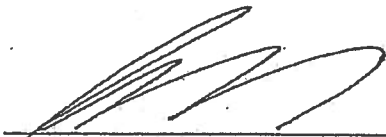
- None – no visitors/tours/events (Class I) Guided Tours Only (Class II) Public Access (Class III)
 Marketing Events and/or Temporary Events (Class III)

Please identify the winery's...

Cave area Existing: 0 sq. ft. Proposed: 0 sq. ft.
 Covered crush pad area Existing: 0 sq. ft. Proposed: 3450 sq. ft.
 Uncovered crush pad area Existing: 0 sq. ft. Proposed: 4004 sq. ft.

Initial Statement of Grape Source

Pursuant to Napa County Zoning Ordinance Sections 12419(b) and (c), I hereby certify that the current application for establishment or expansion of a winery pursuant to the Napa County Winery Definition Ordinance will employ sources of grapes in accordance with the requirements of Section 12419(b) and/or (c) of that Ordinance.



Owner's Signature

6.3.2013

Date

Letters of commitment from grape suppliers and supporting documents may be required prior to issuance of any building permits for the project. Recertification of compliance will be required on a periodic basis. Recertification after initiation of the requested wine production may require the submittal of additional information regarding individual grape sources. Proprietary information will not be disclosed to the public.

Water Supply/ Waste Disposal Information Sheet

Water Supply

Please attach completed Phase I Analysis sheet.

	Domestic	Emergency
Proposed source of water (e.g., spring, well, mutual water company, city, district, etc.):	<u>Well</u>	<u>Well</u>
Name of proposed water supplier (if water company, city, district):	<u>N/A</u>	<u>N/A</u>
Is annexation needed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Current water use:	<u>9,500</u> gallons per day (gal/d)	
Current water source:	<u>Well</u>	<u>Well</u>
Anticipated future water demand:	<u>11,100</u> gal/d	<u>N/A</u> gal/d
Water availability (In gallons/minute):	_____ gal/m	_____ gal/m
Capacity of water storage system:	<u>10,000</u> gal	<u>50,000</u> gal
Type of emergency water storage facility if applicable (e.g., tank, reservoir, swimming pool, etc.):	<u>Tanks</u>	

Liquid Waste

Please attach Septic Feasibility Report

	Domestic	Other
Type of waste:	<u>sewage</u>	<u>Process WW</u>
Disposal method (e.g., on-site septic system, on-site ponds, community system, district, etc.):	<u>On Site Septic System</u>	<u>On Site Septic System</u>
Name of disposal agency (if sewage district, city, community system):	<u>N/A</u>	<u>N/A</u>
Is annexation needed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Current waste flows (peak flow):	<u>0</u> gal/d	<u>0</u> gal/d
Anticipated future waste flows (peak flow):	<u>810</u> gal/d	<u>2,530</u> gal/d
Future waste disposal design capacity:	<u>4,000</u> gal/d	<u>4,000</u> gal/d

Solid Waste and Recycling Storage and Disposal

Please include location and size of solid waste and recycling storage area on site plans in accordance with the guidelines available at www.countyofnapa.org/dem.

Hazardous and/or Toxic Materials

If your facility generates hazardous waste or stores hazardous materials above threshold planning quantities (55 gallons liquid, 500 pounds solid or 200 cubic feet of compressed gas) then a hazardous materials business plan and/or a hazardous waste generator permit will be required.

Grading Spoils Disposal

Where will grading spoils be disposed of?

(e.g. on-site, landfill, etc. If off-site, please indicate where off-site): On Site And/Or Approved Permitted Facility

Winery Traffic Information / Trip Generation Sheet

Traffic during a Typical Weekday

Number of FT employees: <u>7</u> x 3.05 one-way trips per employee	=	<u>21.35</u>	daily trips.
Number of PT employees: <u>0</u> x 1.90 one-way trips per employee	=	<u>0</u>	daily trips.
Average number of weekday visitors: <u>25.7</u> / 2.6 visitors per vehicle x 2 one-way trips	=	<u>19.8</u>	daily trips.
Gallons of production: <u>50,000</u> / 1,000 x .009 truck trips daily ³ x 2 one-way trips	=	<u>0.9</u>	daily trips.
Total	=	<u>42</u>	daily trips.
(No of FT employees) + (No of PT employees/2) + (sum of visitor and truck trips x .38)	=	<u>15</u>	PM peak trips.

Traffic during a Typical Saturday

Number of FT employees (on Saturdays): <u>7</u> x 3.05 one-way trips per employee	=	<u>21.35</u>	daily trips.
Number of PT employees (on Saturdays): <u>0</u> x 1.90 one-way trips per employee	=	<u>0</u>	daily trips.
Average number of Saturday visitors: <u>52.5</u> / 2.8 visitors per vehicle x 2 one-way trips	=	<u>37.5</u>	daily trips.
Total	=	<u>59</u>	daily trips.
(No of FT employees) + (No of PT employees/2) + (visitor trips x .57)	=	<u>29</u>	PM peak trips.

Traffic during a Crush Saturday

Number of FT employees (during crush): <u>7</u> x 3.05 one-way trips per employee	=	<u>21.35</u>	daily trips.
Number of PT employees (during crush): <u>5</u> x 1.90 one-way trips per employee	=	<u>9.5</u>	daily trips.
Average number of Saturday visitors: <u>52.5</u> / 2.8 visitors per vehicle x 2 one-way trips	=	<u>37.5</u>	daily trips.
Gallons of production: <u>50,000</u> / 1,000 x .009 truck trips daily x 2 one-way trips	=	<u>0.9</u>	daily trips.
Avg. annual tons of grape on-haul: <u>304</u> / 144 truck trips daily ⁴ x 2 one-way trips	=	<u>4.2</u>	daily trips.
Total	=	<u>74</u>	daily trips.

Largest Marketing Event- Additional Traffic

Number of event staff (largest event): <u>12</u> x 2 one-way trips per staff person	=	<u>24</u>	trips.
Number of visitors (largest event): <u>200</u> / 2.8 visitors per vehicle x 2 one-way trips	=	<u>143</u>	trips.
Number of special event truck trips (largest event): <u>5</u> x 2 one-way trips	=	<u>10</u>	trips.

³ Assumes 1.47 materials & supplies trips + 0.8 case goods trips per 1,000 gallons of production / 250 days per year (see *Traffic Information Sheet Addendum* for reference).

⁴ Assumes 4 tons per trip / 36 crush days per year (see *Traffic Information Sheet Addendum* for reference).

Traffic Information Sheet Addendum

Information for Caltrans Review

Application should include:

Project Location

- Site Plan showing all driveway location(s)
- Show detail of Caltrans right-of-way
- Aerial photo at a readable scale

Trip Generation Estimate

- Please provide separate Winery Traffic Information / Trip Generation Sheets for existing and proposed operations.

Napa County Winery Traffic Generation Characteristics

Employees

Half-hour lunch: All - 2 trips/day (1 during weekday PM peak)
Hour lunch: Permanent Full-Time - 3.2 trips/day (1 during weekday PM peak)
Permanent Part-Time - 2 trips/day (1 during weekday PM peak)
Seasonal: 2 trips/day (0 during weekday PM peak)—crush
see full time above—bottling
Auto Occupancy: 1.05 employees/auto

Visitors

Auto occupancy:
Weekday = 2.6 visitors/auto
Weekend = 2.8 visitors/auto

Peaking Factors:

Peak Month: 1.65 x average month
Average Weekend: 0.22 x average month
Average Saturday: 0.53 x average weekend
Peak Saturday: 1.65 x average Saturday
Average Sunday: 0.8 x average Saturday
Peak Sunday: 2.0 x average Sunday

Peak Weekend Hour: Winery (3-4 PM) - 0.57 x total for weekend day involved

Average 5-Day Week (Monday-Friday) - 1.3 x average weekend

Average Weekday: 0.2 x average 5-day week

Peak Weekday Hour: Winery (3-4 PM) - 0.57 x total for weekday involved

Roadway PM Peak(4-5 PM?) - 0.38 x total for weekday involved

Service Vehicles

Grapes (36 days (6weeks)/season): 1.52 trips/1000 gals/season (4 ton loads assumed)
Materials/Supplies (250 days/yr): 1.47 trips/1000 gals/yr
Case Goods (250 days/yr): 0.8 trips/1000 gal/yr



A Tradition of Stewardship
A Commitment to Service

Department of Public Works

1195 Third Street, Suite 201
Napa, CA 94559-3092
www.co.napa.ca.us/publicworks

Main: (707) 253-4351
Fax: (707) 253-4627

Donald G. Ridenhour, P.E.
Director

WATER AVAILABILITY ANALYSIS - PHASE ONE STUDY

Introduction: As an applicant for a permit with Napa County, It has been determined that Chapter 13.15 of the Napa County Code is applicable to approval of your permit. One step of the permit process is to adequately evaluate the amount of water your project will use and the potential impact your application might have on the static groundwater levels within your neighborhood. The public works department requires that a Phase 1 Water Availability Analysis (WAA) be included with your application. The purpose of this form is to assist you in the preparation of this analysis. You may present the analysis in an alternative form so long as it substantially includes the information required below. Please include any calculations you may have to support your estimates.

The reason for the WAA is for you, the applicant, to inform us, to the best of your ability, what changes in water use will occur on your property as a result of an approval of your permit application. By examining the attached guidelines and filling in the blanks, you will provide the information we require to evaluate potential impacts to static water levels of neighboring wells.

Step #1:

Provide a map and site plan of your parcel(s). The map should be an 8-1/2"x11" reproduction of a USGS quad sheet (1:24,000 scale) with your parcel outlined on the map. Include on the map the nearest neighboring well. The site plan should be an 8-1/2"x11" site plan of your parcel(s) with the locations of all structures, gardens, vineyards, etc in which well water will be used. If more than one water source is available, indicate the interconnecting piping from the subject well to the areas of use. Attach these two sheets to your application. If multiple parcels are involved, clearly show the parcels from which the fair share calculation will be based and properly identify the assessor's parcel numbers for these parcels. Identify all existing or proposed wells

Step #2: Determine total parcel acreage and water allotment factor. If your project spans multiple parcels, please fill a separate form for each parcel.

Determine the allowable water allotment for your parcels:

Parcel Location Factors

The allowable allotment of water is based on the location of your parcel. There are 3 different location classifications. Valley floor areas include all locations that are within the Napa Valley, Pope Valley and Carneros Region, except for areas specified as groundwater deficient areas. Groundwater deficient areas are areas that have been determined by the public works department as having a history of problems with groundwater. All other areas are classified as Mountain Areas.

Please underline your location classification below (Public Works can assist you in determining your classification if necessary):

Valley Floor	1.0 acre feet per acre per year
Mountain Areas	0.5 acre feet per acre per year
MST Groundwater Deficient Area	0.3 acre feet per acre per year

Assessor's Parcel Number(s)	Parcel Size (A)	Parcel Location Factor (B)	Allowable Water Allotment (A) X (B)
035-010-054	236.66	.5	118.33

Step #3:

Using the guidelines in Attachment A, tabulate the existing and projected future water usage on the parcel(s) in acre-feet per year (af/yr). Transfer the information from the guidelines to the table below.

EXISTING USE:		PROPOSED USE:	
Residential	<u>.3</u> af/yr	Residential	<u>.3</u> af/yr
Farm Labor Dwelling	<u>0</u> af/yr	Farm Labor Dwelling	<u>0</u> af/yr
Winery	<u>0</u> af/yr	Winery	<u>1.33</u> af/yr
Commercial	<u>0</u> af/yr	Commercial	<u>.4</u> f/yr
Vineyard*	<u>10.41</u> af/yr	Vineyard*	<u>10.41</u> af/yr
Other Agriculture	<u>0</u> af/yr	Other Agriculture	<u>0</u> af/yr
Landscaping	<u>0</u> af/yr	Landscaping	<u>0</u> af/yr
Other Usage (List Separately):		Other Usage (List Separately):	
_____	_____ af/yr	_____	_____ af/yr
_____	_____ af/yr	_____	_____ af/yr
_____	_____ af/yr	_____	_____ af/yr

TOTAL:	<u>10.71</u> af/yr	TOTAL:	<u>12.44</u> af/yr	TOTAL:	
	<u>3,489,626</u> gallons	TOTAL:	<u>4,053,310</u> gallons		

Is the proposed use less than the existing usage? Yes No Equal

Step #4:

Provide any other information that may be significant to this analysis. For example, any calculations supporting your estimates, well test information including draw down over time, historical water data, visual observations of water levels, well drilling information, changes in neighboring land uses, the usage of other water sources such as city water or reservoirs, the timing of the development, etc. Use additional sheets if necessary.

Conclusion: Congratulations! Just sign the form and you are done! Public works staff will now compare your projected future water usage with a threshold of use as determined for your parcel(s) size, location, topography, rainfall, soil types, historical water data for your area, and other hydrogeologic information. They will use the above information to evaluate if your proposed project will have a detrimental effect on groundwater levels and/or neighboring well levels. Should that evaluation result in a determination that your project may adversely impact neighboring water levels, a phase two water analysis may be required. You will be advised of such a decision.

Signature: _____ Date: _____ Phone: _____

WATER AVAILABILITY ANALYSIS - PHASE ONE STUDY

Attachment A: Estimated Water Use Guidelines

Typical Water Use Guidelines:

Primary Residence	0.5 to 0.75 acre-feet per year (includes some landscaping)
Secondary Residence	0.20 to 0.30 acre-feet per year
Farm Labor Dwelling	0.06 to 0.10 acre-feet per person per year

Non-Residential Guidelines:

Agricultural:

Vineyards	
Irrigation only	0.2 to 0.5 acre-feet per acre per year
Heat Protection	0.25 acre feet per acre per year
Frost Protection	0.25 acre feet per acre per year
Farm Labor Dwelling	0.06 to 0.10 acre-feet per person per year
Irrigated Pasture	4.0 acre-feet per acre per year
Orchards	4.0 acre-feet per acre per year
Livestock (sheep or cows)	0.01 acre-feet per acre per year

Winery:

Process Water	2.15 acre-feet per 100,000 gal. of wine
Domestic and Landscaping	0.50 acre-feet per 100,000 gal. of wine

Industrial:

Food Processing	31.0 acre-feet per employee per year
Printing/Publishing	0.60 acre-feet per employee per year

Commercial:

Office Space	0.01 acre-feet per employee per year
Warehouse	0.05 acre-feet per employee per year

Woolls Ranch Winery

Project Statement

Winey Use Permit

Owner: Woolls Ranch, LLC
1032 Mt. Veeder Road
Napa, CA 94558

Representative: Brian Russell
1213 Coombs Street
Napa, CA 94559

Project Location: Woolls Ranch
1032 Mt. Veeder Road
Napa, CA 94558
APN: 035-010-054

Zoning: Agricultural Watershed (AW)

Request

This is a request to build a winery on a property located at 1032 Mt. Veeder Road, Napa, California 94558 with an Assessor Parcel Number of 035-010-054.

Background

Woolls Ranch is owned by Betty and Paul Woolls who also own the O'Shaughnessy Winery on Howell Mountain. The O' Shaughnessy Winery is a beautiful winery that produces high end Napa Valley wines.

**NAPA COUNTY UNIFIED PROGRAM CONSOLIDATED FORM
FACILITY INFORMATION
BUSINESS ACTIVITIES**

Page 1 of

I. FACILITY IDENTIFICATION

FACILITY ID # (Agency Use Only)		EPA ID # (Hazardous Waste Only)	
BUSINESS NAME (Same as Facility Name of DBA-Doing Business As) WOOLIS ranch winery			
BUSINESS SITE ADDRESS 1032 Mount Veeder Road			
BUSINESS SITE CITY Napa County	104	CA	ZIP CODE 94558 105
CONTACT NAME Paul Woolls	106	PHONE 213-220-8927	107

II. ACTIVITIES DECLARATION

NOTE: If you check YES to any part of this list, please submit the Business Owner/Operator Identification page.

Does your facility...	If Yes, please complete these pages of the UPCF....
A. HAZARDOUS MATERIALS Have on site (for any purpose) at any one time, hazardous materials at or above 55 gallons for liquids, 500 pounds for solids, or 200 cubic feet for compressed gases (include liquids in ASTs and USTs); or the applicable Federal threshold quantity for an extremely hazardous substance specified in 40 CFR Part 355, Appendix A or B; or handle radiological materials in quantities for which an emergency plan is required pursuant to 10 CFR Parts 30, 40 or 70?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 4 HAZARDOUS MATERIALS INVENTORY - CHEMICAL DESCRIPTION
B. REGULATED SUBSTANCES Have Regulated Substances stored onsite in quantities greater than the threshold quantities established by the California Accidental Release prevention Program (CalARP)?	<input type="radio"/> YES <input checked="" type="radio"/> NO 4a Coordinate with your local agency responsible for CalARP.
C. UNDERGROUND STORAGE TANKS (USTs) Own or operate underground storage tanks?	<input type="radio"/> YES <input checked="" type="radio"/> NO 5 UST FACILITY (Formerly SWRCB Form A) UST TANK (one page per tank) (Formerly Form B)
D. ABOVE GROUND PETROLEUM STORAGE Own or operate ASTs above these thresholds: Store greater than 1,320 gallons of petroleum products (new or used) in aboveground tanks or containers.	<input type="radio"/> YES <input checked="" type="radio"/> NO 8 NO FORM REQUIRED TO CUPAs
E. HAZARDOUS WASTE Generate hazardous waste?	<input type="radio"/> YES <input checked="" type="radio"/> NO 9 EPA ID NUMBER -- provide at the top of this page
Recycle more than 100 kg/month of excluded or exempted recyclable materials (per HSC 25143.2)?	<input type="radio"/> YES <input checked="" type="radio"/> NO 10 RECYCLABLE MATERIALS REPORT (one per recycler)
Treat hazardous waste on-site?	<input type="radio"/> YES <input checked="" type="radio"/> NO 11 ON-SITE HAZARDOUS WASTE TREATMENT - FACILITY ON-SITE HAZARDOUS WASTE TREATMENT - UNIT (one page per unit)
Treatment subject to financial assurance requirements (for Permit by Rule and Conditional Authorization)?	<input type="radio"/> YES <input checked="" type="radio"/> NO 12 CERTIFICATION OF FINANCIAL ASSURANCE
Consolidate hazardous waste generated at a remote site?	<input type="radio"/> YES <input checked="" type="radio"/> NO 13 REMOTE WASTE / CONSOLIDATION SITE ANNUAL NOTIFICATION
Need to report the closure/removal of a tank that was classified as hazardous waste and cleaned on-site?	<input type="radio"/> YES <input checked="" type="radio"/> NO 14 HAZARDOUS WASTE TANK CLOSURE CERTIFICATION
Generate in any single calendar month 1,000 kilograms (kg) (2,200 pounds) or more of federal RCRA hazardous waste, or generate in any single calendar month, or accumulate at any time, 1 kg (2.2 pounds) of RCRA acute hazardous waste; or generate or accumulate at any time more than 100 kg (220 pounds) of spill cleanup materials contaminated with RCRA acute hazardous waste.	<input type="radio"/> YES <input checked="" type="radio"/> NO 14a Obtain federal EPA ID Number, file Biennial Report (EPA Form 8700-13A/B), and satisfy requirements for RCRA Large Quantity Generator.
Household Hazardous Waste (HHW) Collection site?	<input type="radio"/> YES <input checked="" type="radio"/> NO 14b See CUPA for required forms.

F. LOCAL REQUIREMENTS

(You may also be required to provide additional information by your CUPA or local agency.)

UPCF Rev. (12/2007)



Form No. 110-1282 (Rev. 9/12/08)
1100041C040900

GUARANTEE



First American Title Insurance Company



1006203-

CLTA Property Owner's Notice Guarantee

LIABILITY: \$1,000.00

ORDER NO.: LU003884-099-

FEE: \$250.00

YOUR REF:

First American Title Insurance Company

a Corporation, herein called the Company,

GUARANTEES

COUNTY OF NAPA

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated: November 23, 2013 at

First American Title Insurance Company



Handwritten signature of Dennis J. Gilmore in black ink.

Dennis J. Gilmore
President

Handwritten signature of Timothy Kemp in black ink.

Timothy Kemp
Secretary

SCHEDULE A
PROPERTY OWNER'S NOTICE GUARANTEE

1. That, according to the last equalized "Assessment Roll" in the Office of the Napa County Tax Assessor -
- a. The persons listed as "Assessed Owner" are shown on the assessment roll as owning real property within 300 feet of the property identified on the assessment roll as Assessor's Parcel Number 035-010-054-000.
- b. The Assessor's Parcel Number and any addresses shown on the assessment roll are attached hereto.

APN 034 230 020 000
NAPA MOUNTAIN VINEYARDS INC
Po Box 4140
Napa, CA 94558-0565

APN 034 230 029 000
John E Remmert Tr
3213 Mustang
Fairfield, CA 94559

APN 034 270 026 000
4261 DRY CREEK ROAD LLC
4261 Dry Creek Rd
Napa, CA 94558-9599

APN 034 270 035 000
Edwin P & Lisa A Jinks Tr
4260 Dr Creek Rd
Napa, CA 94558-9599

APN 035 010 001 000
Joyce Kastner Tr
4135 Dry Creek Rd
Napa, CA 94558-9720

APN 035 010 017 000
FOUR WALLS LLC
Po Box 436
Oakville, CA 94562

APN 035 010 018 000
SUPPORTUS LLC
Po Box 436
Oakville, CA 94562

APN 035 010 054 000
WOOLLS RANCH LLC
Po Box 923
Angwin, CA 94508

APN 035 010 055 000
Ronald Gene Pieratt Tr
3500 Redwood Rd
Napa, CA 94558-9546

APN 035 010 056 000
Ronald Gene Pieratt Tr
3500 Redwood Rd
Napa, CA 94558-9546

APN 035 010 059 000
Paul Woolls & Betty Oshaughnessy Tr
Po Box 436
Oakville, CA 94562

APN 035 010 060 000
Patricia Simpson Tr
3674 Redwood Rd
Napa, CA 94558

APN 035 330 001 000
Robert E Fate Jr.
1201 Mount Veeder Rd
Napa, CA 94558

APN 035 330 002 000
Robert Fate Jr.
1201 Mt Veeder Rd
Napa, CA 94558-9712

APN 035 330 003 000
Robert Fate
1201 Mount Veeder Rd
Napa, CA 94558

APN 035 330 004 000
Wayne N & Suzanne L Caldwell
Po Box 6977
Napa, CA 94581-1977

APN 035 330 005 000
Thomas James Caldwell
1045 Mt Veeder Rd
Napa, CA 94558-9712

APN 035 390 001 000
Ronald F & Barbara J Lausen Tr
4127 Dry Creek Rd
Napa, CA 94558-9720

APN 035 390 002 000
Ronald F & Barbara J Lausen Tr
4127 Dry Creek Rd
Napa, CA 94558-9720

APN 035 390 009 000
TWISTED OAK RANCH INVESTMENT
PROPERTIES LLC
4133 Dry Creek Rd
Napa, CA 94558-9720

APN 035 390 014 000
Sharon A Ross Tr
4133 Dry Creek Rd
Napa, CA 94558-9720

APN 035 460 015 000
Julie Ann & Joel H Rhorer
3534 Redwood Rd
Napa, CA 94558-9546

APN 035 460 016 000
Charlene Kephart
108 Cabana Dr
Napa, CA 94558

APN 035 460 027 000
Justin & Julie Arbuckle Tr
Napa, CA 94558

APN 035 460 032 000
Elgin Jr & Rachel Allen
4707 Chapel Hill
Dallas, TX 75214

APN 035 460 034 000
Donald Harms & Patricia Damery Tr
3185 Dry Creek Rd
Napa, CA 94558-9722

APN

APN

APN

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

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

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

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

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

3. No Duty to Defend or Prosecute.

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

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

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

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

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of

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

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

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

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

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

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

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

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

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

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

7. Determination and Extent of Liability.

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

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

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

8. Limitation of Liability.

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

9. Reduction of Liability or Termination of Liability.

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

10. Payment of Loss.

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

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

11. Subrogation Upon Payment or Settlement.

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

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

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

12. Arbitration.

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

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

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

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

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

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

14. Notices, Where Sent.

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

GUARANTEE

APN 034 230 020 000
NAPA MOUNTAIN VINEYARDS INC
Po Box 4140
Napa, CA 94558-0565

APN 034 230 029 000
John E Remmert Tr
3213 Mustang
Fairfield, CA 94559

APN 034 270 026 000
4261 DRY CREEK ROAD LLC
4261 Dry Creek Rd
Napa, CA 94558-9599

APN 034 270 035 000
Edwin P & Lisa A Jinks Tr
4260 Dr Creek Rd
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APN 035 010 001 000
Joyce Kastner Tr
4135 Dry Creek Rd
Napa, CA 94558-9720

APN 035 010 017 000
FOUR WALLS LLC
Po Box 436
Oakville, CA 94562

APN 035 010 018 000
SUPPORTUS LLC
Po Box 436
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APN 035 010 054 000
WOOLLS RANCH LLC
Po Box 923
Angwin, CA 94508

APN 035 010 055 000
Ronald Gene Pieratt Tr
3500 Redwood Rd
Napa, CA 94558-9546

APN 035 010 056 000
Ronald Gene Pieratt Tr
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APN 035 010 059 000
Paul Woolls & Betty Oshaughnessy Tr
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APN 035 460 034 000
Donald Harms & Patricia Damery Tr
3185 Dry Creek Rd
Napa, CA 94558-9722

APN

APN

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COUNTY ASSESSOR'S PARCEL MAP

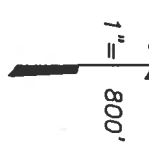
PTN. NAPA RANCHO

35-01

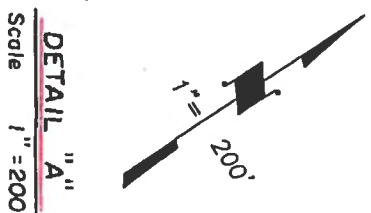
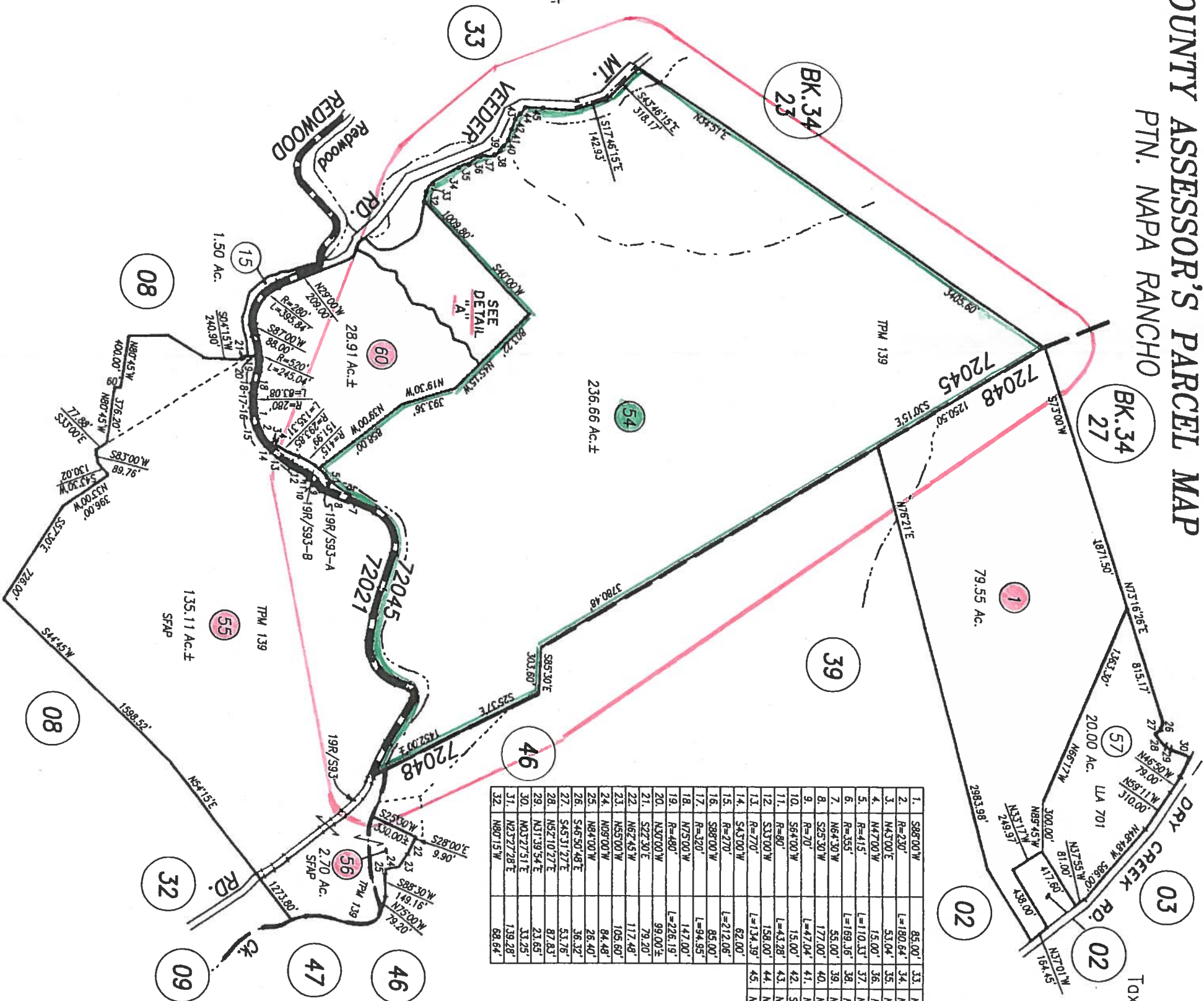
MAR 05 2007

Tax Area Code

72021
72045
72048



1.	S86°00'W	85.00'	33.	N56°00'W	66.00'
2.	R=230'	L=180.64'	34.	N25°15'W	216.48'
3.	N43°00'E	53.04'	35.	N41°00'W	71.94'
4.	N47°00'W	15.00'	36.	N30°30'W	95.04'
5.	R=415'	L=110.37'	37.	N30°30'W	95.04'
6.	R=355'	L=189.36'	38.	N05°15'W	33.00'
7.	N64°30'W	55.00'	39.	N01°20'E	49.50'
8.	S25°30'W	177.00'	40.	N35°00'W	54.78'
9.	R=70'	L=47.04'	41.	N84°15'W	105.60'
10.	S64°00'W	15.00'	42.	S82°15'W	81.84'
11.	R=80'	L=43.28'	43.	N62°00'W	49.50'
12.	S33°00'W	158.00'	44.	N30°15'W	99.00'
13.	R=270'	L=134.39'	45.	N45°45'E	105.60'
14.	S43°00'W	82.00'			
15.	R=270'	L=212.06'			
16.	S88°00'W	85.00'			
17.	R=320'	L=94.95'			
18.	N75°00'W	147.00'			
19.	R=480'	L=226.19'			
20.	N30°00'W	99.00±			
21.	S22°30'E	79.20'			
22.	N62°45'W	112.48'			
23.	N55°00'W	105.60'			
24.	N09°00'W	84.48'			
25.	N84°00'W	26.40'			
26.	S46°50'48"E	36.32'			
27.	S45°31'27"E	53.76'			
28.	N52°10'27"E	87.83'			
29.	N31°39'54"E	23.65'			
30.	N03°27'51"E	33.25'			
31.	N23°27'28"E	139.28'			
32.	N80°15'W	68.64'			



1978
Assessor of Napa County (Retraced 1981)

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

TRA CHANGE	10-31-90
010-14,17,18 COC's	12-26-90
010-54 & 58 COC's	12-31-00
010-59&60 CORR COC	11-8-05
010-59&60 CORR COC	11-8-05
REVISION	1-10-07
DATE	

35-01

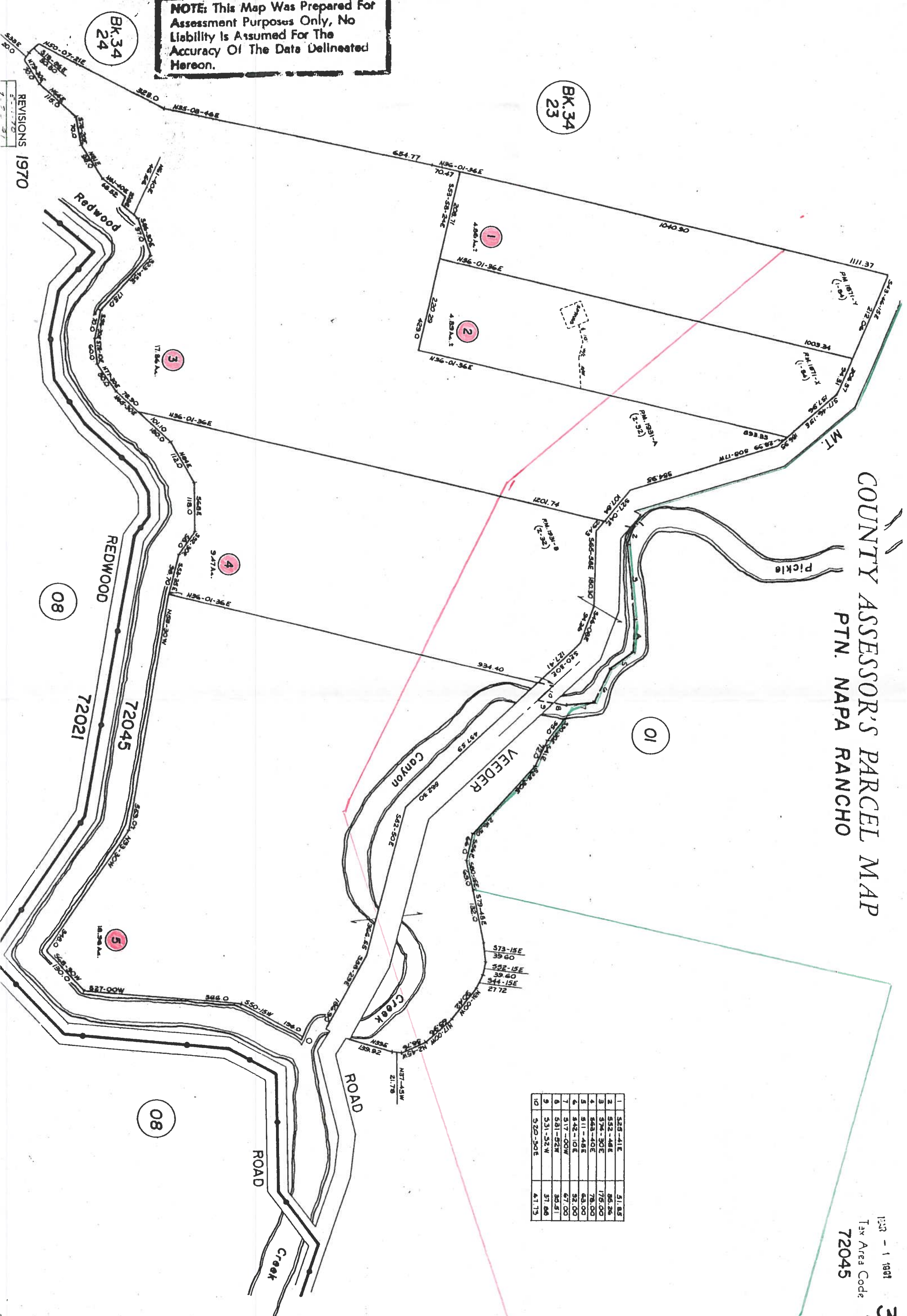
NOTE: This Map Was Prepared For Assessment Purposes Only, No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.

BK.34
24

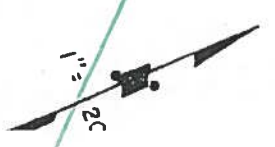
BK.34
23

REVISIONS 1970
1-1-70
1-5-71

COUNTY ASSESSOR'S PARCEL MAP
PTN. NAPA RANCHO



1	S25-41E	51.85
2	S52-48E	85.26
3	S74-30E	175.00
4	S43-40E	78.00
5	S11-48E	63.00
6	S42-10E	32.00
7	S17-00W	67.00
8	S31-52W	30.51
9	S31-52W	57.88
10	S20-30E	47.73

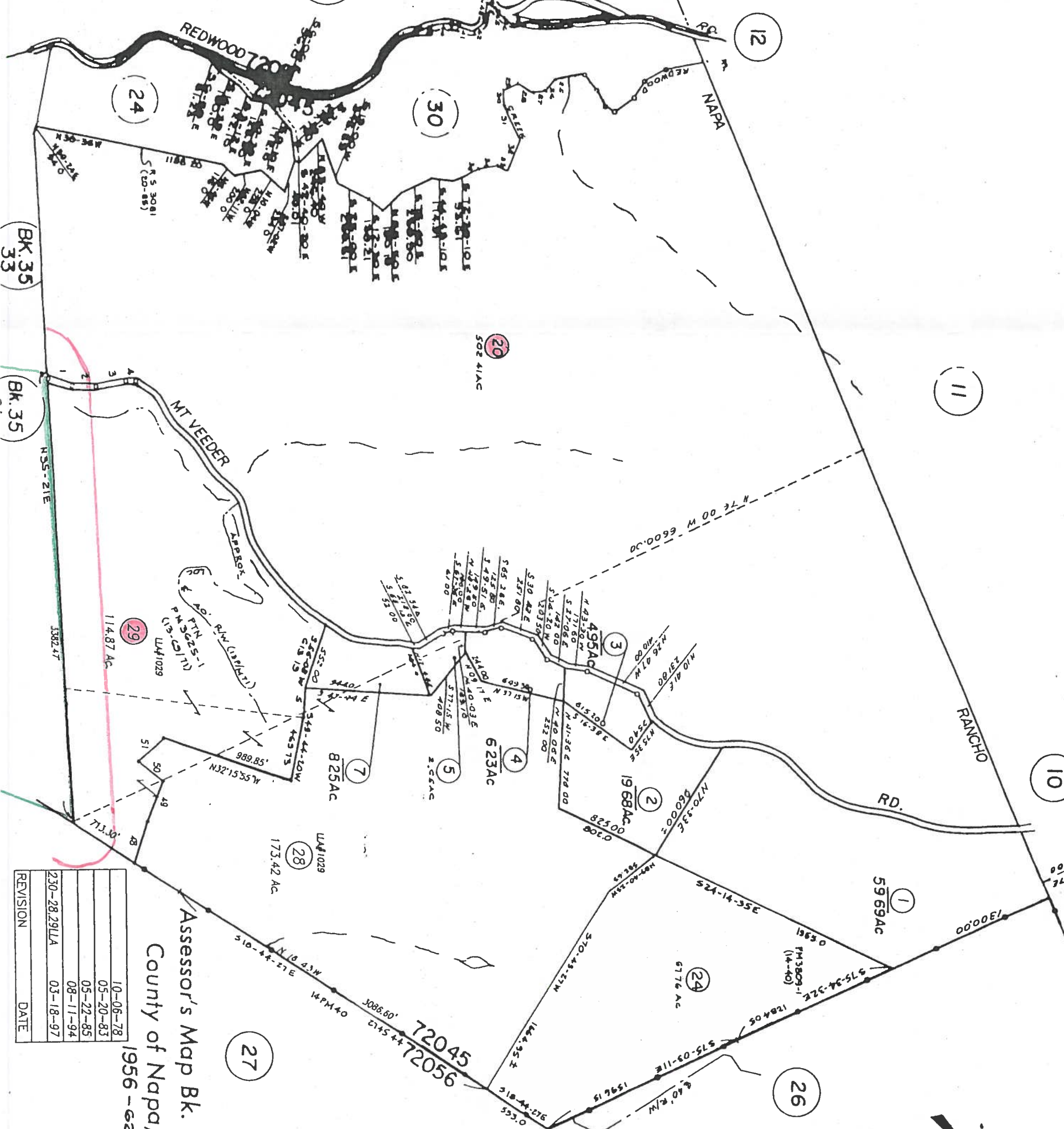


1937 - 1 1981
Tax Area Code
72045
35-33
PTN. 35-01

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

1	N32-30W 220.0	82.8
2	N31-30W 115.0	41.4
3	N31-30W 245.0	122.8
4	N33-30W 40.0	20.0
5	N41-S1-05E 226.51	113.25
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33	N71-12E	78.93
40	R. 32E	1487.08
41	S31-30E	122.82
42	N33-15E	100.88
43	N30-30E	123.04
44	S14-40-30E	74.38
45	S2-00E	93.0
46	S12-30E	79.20
47	S33-48E	102.42
48	S52-35W	375.90
49	S39-10-45W	325.31
50	S12-00-30E	233.63
51	S35-44-45W	280.66



10-06-78
05-20-83
05-22-85
08-11-94
03-18-97

Assessor's Map Bk. 34 - Pg. 1956 - 62
County of Napa, Calif.

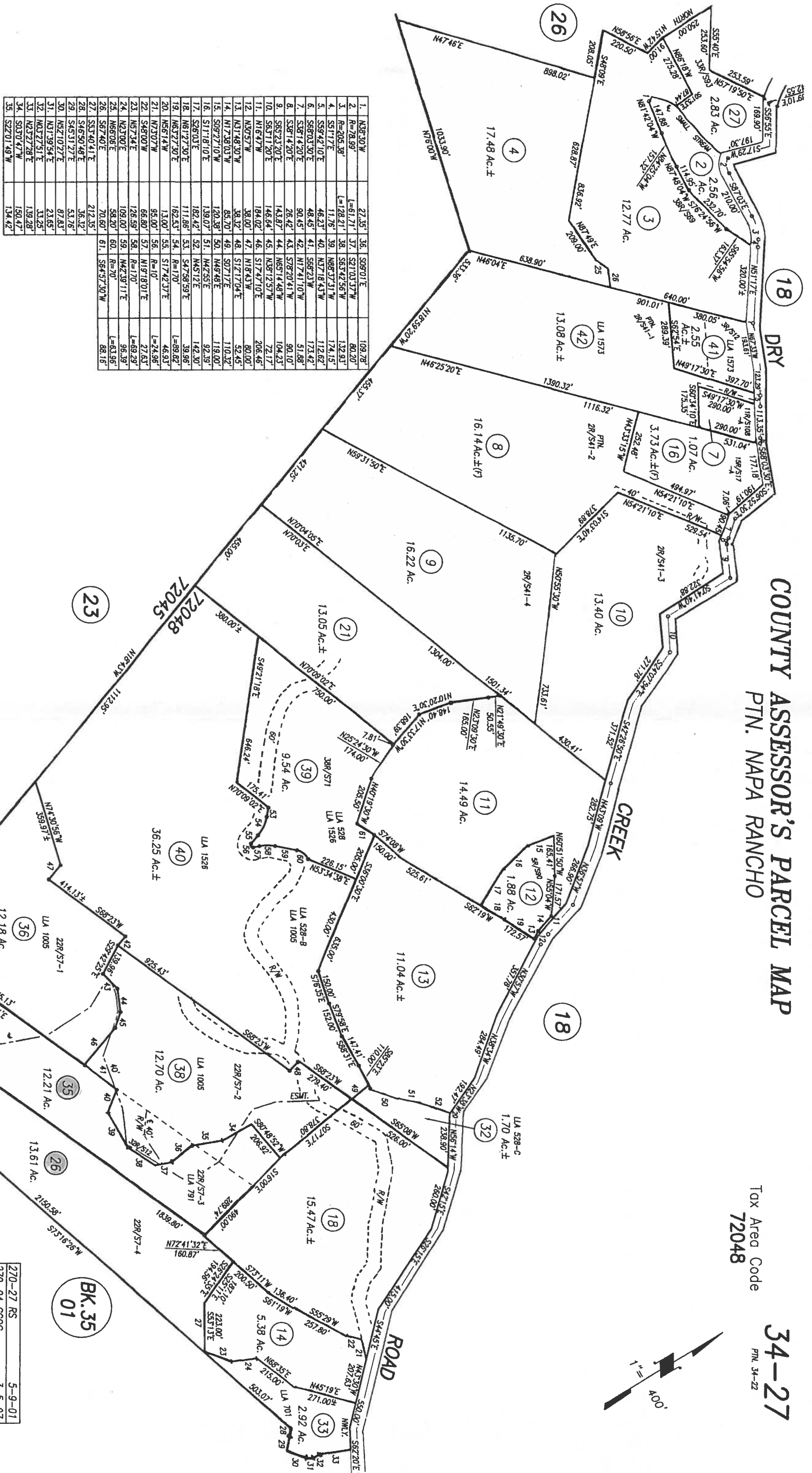
230-282911A
REVISION
DATE

COUNTY ASSESSOR'S PARCEL MAP

PTN. NAPA RANCHO

Tax Area Code
72048

34-27
PTN. 34-22



1.	N38°30'W	27.35'	36.	S09°01'E	109.78'
2.	R=78.99'	L=61.71'	37.	S21°03'37"W	80.20'
3.	R=205.38'	L=128.21'	38.	S65°42'56"W	132.93'
4.	S31°17'E	11.76'	39.	N89°37'31"W	174.15'
5.	S59°42'10"E	46.23'	40.	N37°18'43"W	112.62'
6.	S68°03'30"E	48.45'	41.	S66°23'W	173.42'
7.	S36°14'20"E	90.45'	42.	N17°41'10"W	51.88'
8.	S38°14'20"E	26.42'	43.	S78°20'41"W	104.23'
9.	S65°23'20"E	143.87'	44.	N65°14'48"W	72.17'
10.	S65°11'20"E	146.64'	45.	N38°12'57"W	206.46'
11.	N16°47'W	184.02'	46.	S17°47'10"E	80.00'
12.	N30°57'W	38.00'	47.	N18°43'W	80.00'
13.	N31°48'30"W	38.32'	48.	S12°17'04"E	52.45'
14.	N17°28'03"W	85.70'	49.	S07°17'E	110.32'
15.	S09°27'10"W	120.38'	50.	N49°48'E	119.00'
16.	S11°18'10"E	139.07'	51.	N42°55'E	92.39'
17.	S26°03'E	182.42'	52.	N45°12'E	142.30'
18.	N61°27'30"E	111.86'	53.	S47°59'59"E	39.96'
19.	N63°27'30"E	162.53'	54.	R=170'	L=89.82'
20.	N65°14'W	13.00'	55.	S17°42'37"E	46.93'
21.	N73°07'W	95.00'	56.	R=10'	L=24.96'
22.	S45°00'W	66.80'	57.	N19°18'01"E	27.63'
23.	N57°34'E	126.59'	58.	R=170'	L=89.29'
24.	N23°00'E	109.00'	59.	N42°39'11"E	96.39'
25.	N66°06'E	58.20'	60.	R=70'	L=63.96'
26.	S67°40'E	70.60'	61.	S64°57'30"W	88.16'
27.	S33°40'41"E	212.35'			
28.	S46°50'48"E	53.76'			
29.	S45°31'27"E	87.83'			
30.	N52°10'27"E	23.65'			
31.	N31°39'54"E	33.25'			
32.	N03°27'51"E	139.28'			
33.	N23°27'28"E	150.47'			
34.	S03°04'7"W	134.42'			
35.	S27°01'49"W				

Assessor of Napa County 1966

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

270-27 RS	5-9-01
270-04 CCOG	3-5-07
270-39 & 40 LLA	9-13-07
270-39 RS	12-4-07
270-06 COC	11-8-07
PTN 270-03 RS	11-15-07
270-41 & 42 LLA	6-5-08
REVISION	DATE

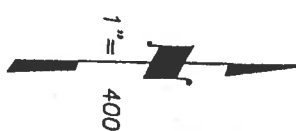
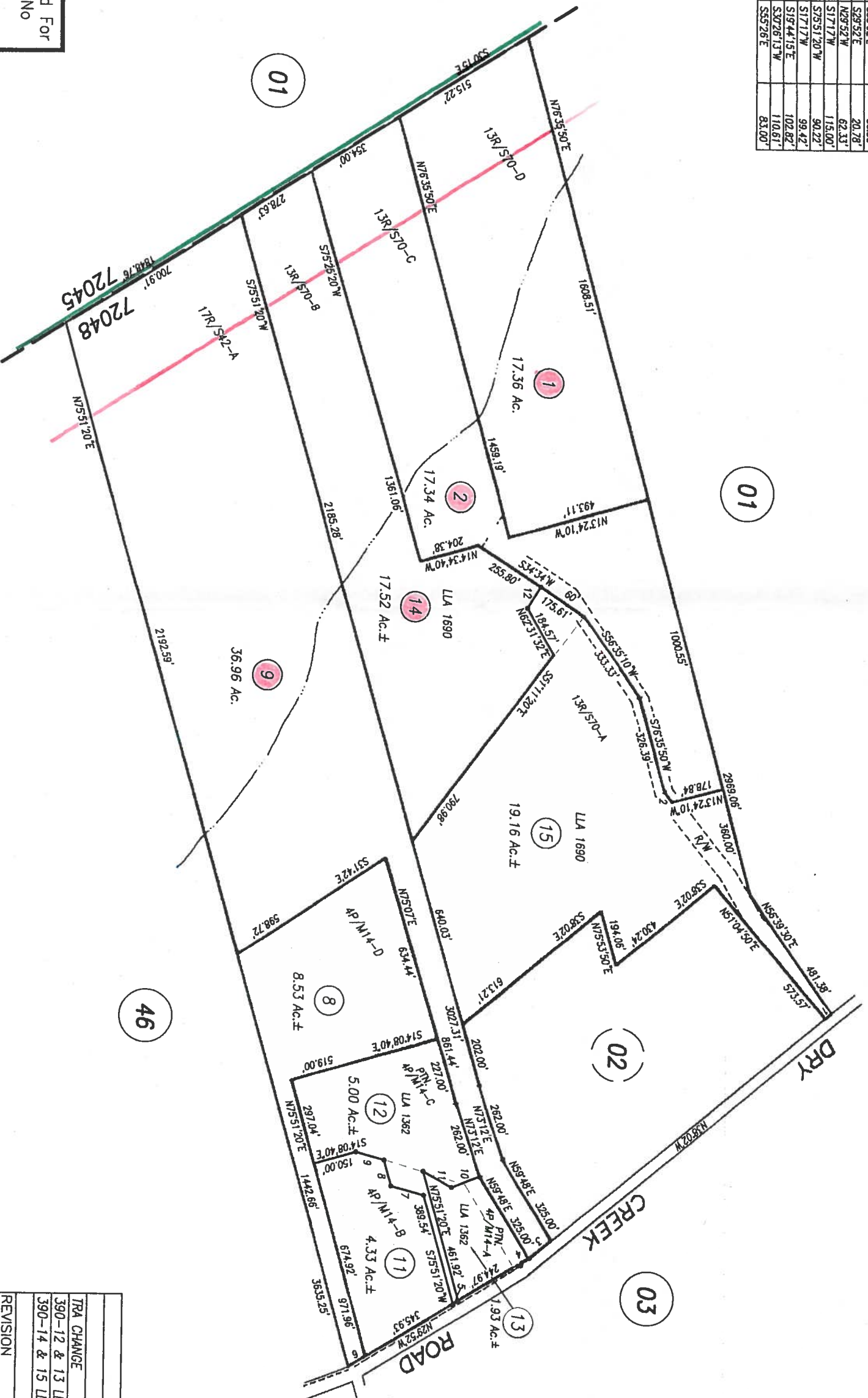
34-27

COUNTY ASSESSOR'S PARCEL MAP
PTN. NAPA RANCHO

MAR 06 2012
Tax Area Code
72048

35-39
PTN. 35-01

1.	S35°42'E	30.82'
2.	N52°43'E	44.29'
3.	N38°02'W	100.00'
4.	S38°02'E	38.50'
5.	S29°52'E	20.78'
6.	N29°52'W	62.33'
7.	S17°17'W	113.00'
8.	S79°51'20"W	90.22'
9.	S17°17'W	99.42'
10.	S19°44'15"E	102.82'
11.	S30°26'13"W	110.67'
12.	S55°26'E	83.00'



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

Assessor of Napa County

TRA CHANGE	10-2-72
390-12 & 13 LLA	2-21-78
390-14 & 15 LLA	12-31-00
REVISION	DATE

35-39

COUNTY ASSESSOR'S PARCEL MAP

PTN. NAPA RANCHO

NOV 02 2012

Tax Area Code

72048

WAS PTN. 35-01

35-46

1.	S28°43'W	23.01'	21.	N45°30'W	182.88'	41.	S67°30'W	213.00'	61.	R=247.80'	L=61.44'
2.	N28°43'E	13.11'	22.	N45°30'W	149.46'	42.	S23°30'E	143.12'	62.	S61°59'54"W	L=50.89'
3.	N28°43'E	36.12'	23.	N41°42'56"W	85.37'	43.	S67°30'W	331.59'	63.	R=14.46'	L=20.27'
4.	N11°52'W	19.00'	24.	S23°30'E	3.19'	44.	N67°30'E	397.65'	64.	N37°40'17"W	L=14.85'
5.	N72°18'E	22.00'	25.	N65°30'E	195.00'	45.	N67°30'E	38.00'	65.	S67°44'22"W	3.70'
6.	N05°15'W	47.00'	26.	N65°30'E	204.59'	46.	S007°16'22"E	35.26'			
7.	N81°14'E	40.00'	27.	N121°24'W	46.81'	47.	S23°01'20"E	53.30'			
8.	N20°13'E	40.00'	28.	N23°30'W	48.98'	48.	S56°58'40"W	99.99'			
9.	S72°50'E	14.00'	29.	N23°30'W	46.98'	49.	N23°01'20"W	136.07'			
10.	N55°32'E	17.00'	30.	R=20	184.76'	50.	N62°47'36"E	66.10'			
11.	N15°36'W	35.00'	31.	N66°30'E	30.86'	51.	N62°38'24"E	42.96'			
12.	N67°00'E	38.69'	32.	N23°30'W	0.02'	52.	S23°01'20"E	42.96'			
13.	N78°10'E	42.00'	33.	N23°30'W	200.00'	53.	S007°16'22"E	17.65'			
14.	N68°40'E	42.00'	34.	R=93.13'	176.75'	54.	S07°14'24"E	L=41.35'			
15.	N77°24'E	42.00'	35.	S50°14'24"E	81.89'	55.	S12°55'29"E	30.77'			
16.	N15°33'E	30.00'	36.	S71°31'07"E	45.00'	56.	R=41.90'	L=58.38'			
17.	N66°40'E	41.00'	37.	N23°30'W	45.00'	57.	S66°54'05"W	110.10'			
18.	N85°13'E	59.00'	38.	N23°30'W	142.00'	58.	S67°21'54"W	121.02'			
19.	S59°53'E	62.00'	39.	N23°30'W	100.00'	59.	S68°59'43"W	190.27'			
20.	N73°34'27"E	120.87'	40.	N23°30'W	52.00'	60.	S76°12'13"W	202.37'			



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

460-30 & 31 LLA	3-31-98
TRA CHANGE	12-31-00
460-32&33 LLA CORR	6-23-03
460-34 & 35 LLA	10-14-03
460-21 RS	6-25-09
460-36 & 37 LLA	11-19-10
460-06 COC	7-20-12
REVISION	DATE

1978

35-46

APN 034 230 020 000
NAPA MOUNTAIN VINEYARDS INC
Po Box 4140
Napa, CA 94558-0565

APN 034 230 029 000
John E Remmert Tr
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Dallas, TX 75214

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APN

APN

APN

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SUPPORTUS LLC
Po Box 436
Oakville, CA 94562

APN 035 010 054 000
WOOLLS RANCH LLC
Po Box 923
Angwin, CA 94508

APN 035 010 055 000
Ronald Gene Pieratt Tr
3500 Redwood Rd
Napa, CA 94558-9546

APN 035 010 056 000
Ronald Gene Pieratt Tr
3500 Redwood Rd
Napa, CA 94558-9546

APN 035 010 059 000
Paul Woolls & Betty Oshaughnessy Tr
Po Box 436
Oakville, CA 94562

APN 035 010 060 000
Patricia Simpson Tr
3674 Redwood Rd
Napa, CA 94558

APN 035 330 001 000
Robert E Fate Jr.
1201 Mount Veeder Rd
Napa, CA 94558

APN 035 330 002 000
Robert Fate Jr.
1201 Mt Veeder Rd
Napa, CA 94558-9712

APN 035 330 003 000
Robert Fate
1201 Mount Veeder Rd
Napa, CA 94558

APN 035 330 004 000
Wayne N & Suzanne L Caldwell
Po Box 6977
Napa, CA 94581-1977

APN 035 330 005 000
Thomas James Caldwell
1045 Mt Veeder Rd
Napa, CA 94558-9712

APN 035 390 001 000
Ronald F & Barbara J Lausen Tr
4127 Dry Creek Rd
Napa, CA 94558-9720

APN 035 390 002 000
Ronald F & Barbara J Lausen Tr
4127 Dry Creek Rd
Napa, CA 94558-9720

APN 035 390 009 000
TWISTED OAK RANCH INVESTMENT
PROPERTIES LLC
4133 Dry Creek Rd
Napa, CA 94558-9720

APN 035 390 014 000
Sharon A Ross Tr
4133 Dry Creek Rd
Napa, CA 94558-9720

APN 035 460 015 000
Julie Ann & Joel H Rhorer
3534 Redwood Rd
Napa, CA 94558-9546

APN 035 460 016 000
Charlene Kephart
108 Cabana Dr
Napa, CA 94558

APN 035 460 027 000
Justin & Julie Arbuckle Tr
Napa, CA 94558

APN 035 460 032 000
Elgin Jr & Rachel Allen
4707 Chapel Hill
Dallas, TX 75214

APN 035 460 034 000
Donald Harms & Patricia Damery Tr
3185 Dry Creek Rd
Napa, CA 94558-9722

APN

APN

APN

APN 034 230 020 000
 NAPA MOUNTAIN VINEYARDS INC
 Po Box 4140
 Napa, CA 94558-0565

APN 034 230 029 000
 John E Remmert Tr
 3213 Mustang
 Fairfield, CA 94559

APN 034 270 026 000
 4261 DRY CREEK ROAD LLC
 4261 Dry Creek Rd
 Napa, CA 94558-9599

APN 034 270 035 000
 Edwin P & Lisa A Jinks Tr
 4260 Dr Creek Rd
 Napa, CA 94558-9599

APN 035 010 001 000
 Joyce Kastner Tr
 4135 Dry Creek Rd
 Napa, CA 94558-9720

APN 035 010 017 000
 FOUR WALLS LLC
 Po Box 436
 Oakville, CA 94562

APN 035 010 018 000
 SUPPORTUS LLC
 Po Box 436
 Oakville, CA 94562

APN 035 010 054 000
 WOOLLS RANCH LLC
 Po Box 923
 Angwin, CA 94508

APN 035 010 055 000
 Ronald Gene Pieratt Tr
 3500 Redwood Rd
 Napa, CA 94558-9546

APN 035 010 056 000
 Ronald Gene Pieratt Tr
 3500 Redwood Rd
 Napa, CA 94558-9546

APN 035 010 059 000
 Paul Woolls & Betty Oshaughnessy Tr
 Po Box 436
 Oakville, CA 94562

APN 035 010 060 000
 Patricia Simpson Tr
 3674 Redwood Rd
 Napa, CA 94558

APN 035 330 001 000
 Robert E Fate Jr.
 1201 Mount Veeder Rd
 Napa, CA 94558

APN 035 330 002 000
 Robert Fate Jr.
 1201 Mt Veeder Rd
 Napa, CA 94558-9712

APN 035 330 003 000
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 1201 Mount Veeder Rd
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 Napa, CA 94581-1977

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