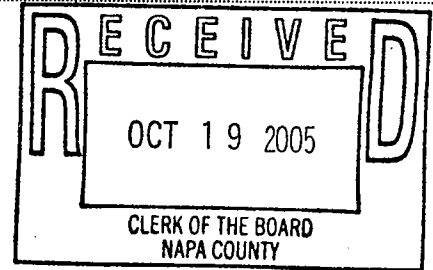




DICKENSON, PEATMAN & FOGARTY  
A Professional Law Corporation

THOMAS F. CAREY  
tfc@dpfnapa.com

October 19, 2005



Clerk of the Board  
Napa County Board of Supervisors  
1195 Third Street, Room 310  
Napa, CA 94558

809 Coombs Street  
Napa, CA 94559-2977  
Tel: 707 252 7122  
Fax: 707 255 6876  
www.dpfnapa.com

Re: Sawyer Winery, 8350 St. Helena Hwy., Rutherford (APN 030-190-004)

Dear Clerk of the Board:

This office represents Sawyer Winery. By this letter we are requesting that the matter described below be placed on the meeting agenda for the Board of Supervisors.

On August 17, 2005 the Planning Commission voted 5-0 to recommend that the Board approve Sawyer's Use Permit Modification and Variance application to expand the winery's production capacity and building area. The Commission also recommended that the Board amend the Easement Deed and Agreement recorded on February 11, 1997 ("the 'Agreement'"), to allow these changes. The 1997 Agreement, novel at the time and not since required for any other winery use permit, restricts the winery's production capacity and building area to a level far below that which can accommodate processing of the grapes grown on the  $\pm$  40-acre property. The County has approved a number of wineries on similar properties in the vicinity and has never required such an agreement.

We will be requesting that the Board rescind the Agreement entirely and have enclosed a draft quitclaim deed for that purpose. At the request of staff, I also have enclosed a more limited amendment to the Agreement for the Board's consideration.

Please call me if you have any questions.

Sincerely,

DICKENSON, PEATMAN & FOGARTY

Thomas F. Carey

TFC:bab  
Enclosures

cc: John McDowell, CDPD  
Laura Anderson, Deputy County Counsel

David W. Meyers  
Francis J. Collin, Jr.  
Charles H. Dickenson  
Paul G. Carey  
Richard P. Mendelson  
Cathy A. Roche  
James W. Terry  
Katherine Ohlandt  
Stan D. Blyth  
Thomas F. Carey  
Matthew J. Eisenberg  
Kevin W. Teague  
Michael J. Holman  
David A. Diamond  
J. Scott Gerien  
Megan Ferrigan Healy  
J. Robert Anglin, Jr.

**Retired**

Howard G. Dickenson  
Joseph G. Peatman  
Walter J. Fogarty, Jr.  
C. Richard Lemon

QUITCLAIM DEED AND AGREEMENT

(Government Code section 6950 et seq.)

This Quitclaim Deed and Agreement is entered into by and between the COUNTY OF NAPA, a political subdivision of the State of California ("Grantor") and J. CHARLES SAWYER, an individual ("Grantee").

Recitals:

A. Grantee is the owner of that certain real property located in Napa County, California, more particularly described in Exhibit A attached hereto and incorporated herein (the "Property").

B. On January 18, 1997 Grantor and Grantee executed the original Easement Deed and Agreement ("Agreement"), which limited wine production to 10,000 gallons per year and limited the total floor area of the winery building to 7,000 square feet.

C. On August 17, 2005 Grantee obtained the approval of the Napa County Conservation, Development and Planning Commission for a Use Permit Modification for the purpose of expanding the production capacity and size of the established winery on the Property.

D. Now, Grantor and Grantee desire to rescind the Agreement.

*NOW, THEREFORE*, in consideration of the above, pursuant to Government Code section 6950 et seq., Grantor hereby quitclaims to Grantee all of its right, title and interest in and to the Easement Deed and Agreement recorded on February 11, 1997, as Document No. 1997-003190, Napa County Official Records. The limitations on the use of the Property set forth in the Agreement are hereby null and void and shall have no further force and effect.

Dated: \_\_\_\_\_

GRANTOR:

\_\_\_\_\_  
J. Charles Sawyer

GRANTEE:

COUNTY OF NAPA, a political subdivision  
of the State of CaliforniaBy \_\_\_\_\_  
Chairman of the Board of Supervisors

ATTEST:

By \_\_\_\_\_  
Clerk of the Board

DRAFT

AMENDED EASEMENT DEED AND AGREEMENT

(Government Code section 6950 et seq.)

This Amended Easement Deed and Agreement ("Amended Agreement") is entered into by and between J. CHARLES SAWYER, an individual ("Grantor"), and the COUNTY OF NAPA, a political subdivision of the State of California ("Grantee").

Recitals:

A. Grantor is the owner of that certain real property located in Napa County, California, more particularly described in Exhibit A attached hereto and incorporated herein (the "Property").

B. On January 18, 1997 Grantor and Grantee executed the original Easement Deed and Agreement ("Agreement"), which limited wine production to 10,000 gallons per year and limited the total floor area of the winery building to 7,000 square feet.

C. On August 17, 2005 Grantor obtained the approval of the Napa County Conservation, Development and Planning Commission for a Use Permit Modification for the purpose of expanding the production capacity and size of the established winery on the Property.

D. Now, Grantor and Grantee desire to amend the Agreement to conform to the Use Permit Modification.

NOW, THEREFORE, in consideration of the above, pursuant to Government Code section 6950 et seq., Grantee hereby quitclaims to Grantor all of its right, title and interest in and to the Easement Deed and Agreement recorded on February 11, 1997, as Document No. 1997-003190, Napa County Official Records. The grant of easement and limitations on the use of the Property set forth in the Agreement is hereby null and void and shall have no further force and effect.

Grantor hereby grants to Grantee, and Grantee hereby accepts, an Amended Agreement over the Property by which: (1) Grantor's wine production activities on the Property shall be limited in perpetuity to no more than 20,000 gallons of wine per year; and (2) the total floor area of winery buildings to be established on the Property shall be limited in perpetuity to no more than 21,000 square feet.

Agreement:

1. Grant of Easement: The Easement hereby granted shall not limit Grantor or Grantor's successors in interest from any use of the Property authorized by law at the time such use is proposed except as herein stated. Grantor shall specifically retain the right to maintain, replace and enlarge existing agricultural, residential and related structures and improvements on the Property, subject to the provisions of paragraph 2, below.

2. Compliance with County Ordinances: Nothing herein shall relieve Grantor from the obligation of complying with all Napa County ordinances in effect at the time Grantor

or Grantor's successors in interest may apply for any permits to use the Property for any purpose, in particular for the remodeling or expansion of the existing Residence on the Property.

3. Maintenance of Property: No right of access or use by Grantee or the general public to the Property is conveyed by this Amended Agreement, nor does this Amended Agreement impose on Grantee any obligation to keep, maintain, or control the Property. Grantor shall keep, maintain and control the Property. Grantor shall hold Grantee, and each and all of its officers, agents and employees, harmless from any and all liability arising from, and out of, this grant of Amended Agreement.

4. Recordation: Grantee shall record this Amended Agreement in a timely fashion in the official records of Napa County, California.

5. Nature of Obligation: The restriction of this Amended Agreement shall run with the land and be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

6. Effect of Zoning Ordinances: This Amended Agreement shall in no way affect the right of Grantee to impose more severe restrictions by virtue of ordinances affecting all properties in Napa County with similar General Plan designations and/or zones.

7. Effect on Taxable Value: This Amended Agreement is not, and shall not, be construed as a governmentally imposed enforceable restriction subject to the provisions of section 402.1, or Article 15 (commencing with section 421) of the California Revenue and Taxation Code, or of any successor or similar statute. The County Assessor shall not consider this Amended Agreement when determining the value of the Property for purposes of property tax assessment.

8. Effective Date of Easement: This Amended Agreement is dependent upon, and shall not come into existence until, Grantor or Grantor's successors in interest exercise the development rights acquired through Grantee's approval of the Variance. Such rights will be deemed exercised if Grantor or Grantor's successors in interest apply for and obtain from Grantee a building permit for the construction of improvements for which the approval of the Variance was a legal prerequisite.

9. General Provisions:

a. The interpretation and performance of this Amended Agreement shall be governed by the laws of the State of California.

b. This instrument sets forth the entire agreement of the parties with respect to the Amended Agreement and supersedes all prior discussion, negotiations, understandings or agreements relating to the Amended Agreement, all of which are merged herein.

c. This Amended Agreement replaces in its entirety the Easement Deed and Agreement executed by the parties on January 18, 1997. That Easement Deed and Agreement shall be deemed terminated and shall be removed from title.

d. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no affect upon Construction or interpretation.

Dated: \_\_\_\_\_

GRANTOR:

\_\_\_\_\_  
J. Charles Sawyer

GRANTEE:

COUNTY OF NAPA, a political subdivision  
of the State of California

By \_\_\_\_\_

Chairman of the Board of Supervisors

ATTEST:

By \_\_\_\_\_

Clerk of the Board