

RECORDING REQUEST BY  
AND WHEN RECORDED RETURN TO:

COUNTY OF NAPA  
OFFICE OF COUNTY COUNSEL  
1195 Third Street, Room 301  
Napa, CA 94559



1997 003190  
OFFICIAL RECORDS OF  
NAPA COUNTY  
H. KATHLEEN BONDS

AT REQUEST OF: NAPA CO. COUNSEL]  
02/11/1997 02:15 pm  
Fee: \$ .00 Pgs: 7  
TT: \$ .00

EASEMENT DEED AND AGREEMENT  
(Government Code section 6950 et seq.)

IV/VDC

This Easement Deed and Agreement is entered into by J. CHARLES SAWYER, an individual ("Grantor"), to 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. Grantor seeks to obtain Grantee's approval of a Use Permit and Variance for the purpose of establishing a winery on the Property.
- C. As an inducement to the issuance of the Use Permit and Variance, Grantor voluntarily wishes to limit any potential future expansion of the proposed winery so as to retain the Property's agricultural, scenic and open space values.
- D. Grantor is willing to so limit any potential future expansion of the proposed winery on the Property.

NOW, THEREFORE, in consideration of the above, pursuant to Government Code section 6950 et seq., and subject to the terms set forth below, Grantor hereby grants to Grantee, and Grantee hereby accepts, an Easement over the Property by which: (1) Grantor's wine production activities on the Property shall be limited in perpetuity to no more than 10,000 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 7,000 square feet.

Agreement:

1. Limitation of Grant: 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 Easement, nor does this Easement 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 Easement.

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

5. Nature of Obligation: The restriction of this Easement 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 restriction 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 Easement is not, and shall not, be construed as a governmentally imposed enforceable restriction subject to the provisions of section 402.1, or Article 1.5 (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 Easement when determining the value of the Property for purposes of property tax assessment.

8. Effective Date of Easement: This Easement 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. If such a building permit is not applied for and issued, Grantee shall have no easement rights whatsoever hereunder.

9. General Provisions:

a. The interpretation and performance of this Easement 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 Easement and supersedes all prior discussion, negotiations, understandings or agreements relating to the Easement, all of which are merged herein.

c. 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: 1/18/97 *Q.C.7.*

GRANTOR:

J. Charles Sawyer  
J. Charles Sawyer

GRANTEE:

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

By [Signature]  
Chairman of the Board of Supervisors.

ATTEST:

By [Signature]  
Clerk of the Board

APPROVED AS TO FORM

Office of County Counsel

[Signature]  
Date January 6, 1997

STATE OF FLORIDA     )  
COUNTY OF Duval     ) ss.

On January 18, 1997, before me,  
Melissa C. Trawick, a Notary Public in and for the  
State of Florida, personally appeared J. CHARLES SAWYER,  
personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person whose name is subscribed  
to the within instrument and acknowledged to me that he executed  
the same in his authorized capacity, and that by his signature on  
the instrument the person, or the entity upon behalf of which the  
person acted, executed the instrument.

WITNESS my hand and official seal.

Melissa C. Trawick  
NOTARY'S SIGNATURE



MELISSA C. TRAWICK  
MY COMMISSION # CC261964 EXPIRES  
March 1, 1997  
BONDED THRU TROY FAIN INSURANCE, INC.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Napa

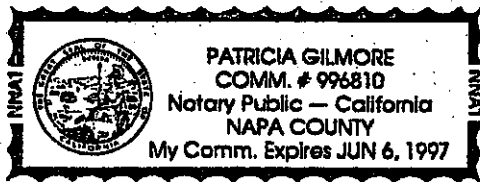
On 2-5-97 before me, the undersigned

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Mike Rippey

Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Patricia Gilmore  
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: Easement Deed + Agreement

Document Date: 1-18-97 Number of Pages: 5

Signer(s) Other Than Named Above: J. Charles Sawyer

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

Signer's Name: Mike Rippey

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

Signer Is Representing:

Co. of Napa

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

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

Signer Is Representing:


\_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by that certain EASEMENT DEED AND AGREEMENT dated January 18, 1997, from J. CHARLES SAWYER, an individual, to the COUNTY OF NAPA, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of said County of Napa on February 4, 1997, and Grantee consents to recordation thereof by its duly authorized officer.

Dated February 4, 1997.

  
CHAIRMAN of the Board of  
Supervisors of the County of  
Napa, State of California

STATE OF CALIFORNIA                    )  
COUNTY OF NAPA                        )    ss.

On February 4, 1997, before me, Patricia Gilmore,  
personally appeared Mike Ruppey,  
☒ personally known to me - OR - ☐ proved to me on the basis  
of satisfactory evidence to be the person whose name is  
subscribed to the within instrument and acknowledged to me that  
he/she executed the same in his/her authorized capacity, and that  
by his/her signature on the instrument the person, or the entity  
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

MARY JEAN McLAUGHLIN  
Clerk of the Board of Supervisors  
for the County of Napa

By:   
Patricia Gilmore, Deputy

## EXHIBIT "A"

The land referred to herein is situate in the State of California, County of Napa, and is described as follows:

Commencing at a point on the Northeastern line of the main Highway leading from Napa to St. Helena where the same is intersected by the Northwestern line of the 118.21 acre tract of land conveyed to S.I. Reed by Deed of Record in Book 71 of Deeds, at page 323, said Napa County Records; and running thence South 35° 10' East along the Northeastern line of said Highway 9.45 chains to the Northwestern line of the 20 acre tract of land conveyed to Louis Kuebelor by Deed of Record in Book 86 of Deeds at page 166, said Napa County Records; thence North 45° 20' East along the Northwestern line of said 20 acre tract 42.50 chains, more or less, to the middle of Napa River; thence up the middle of said river, following the meanders of the centerline thereof, to the Northwestern line of the 118.21 acre tract first above referred to; thence South 45° 20' West along last mentioned line, 42 chains to the point of commencement.

Excepting therefrom that portion conveyed to the State of California by deed dated June 1, 1993 and recorded June 28, 1993, of Instrument No. 1993-020097.

APN: 030-190-004