

Attachment A

Appeal Filed by Michael Hackett



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

ORIGINAL

RECEIVED

NOV 12 2019

APPEAL PACKET FORM
(Chapter 2.88.050 of Napa County Code)

NAPA COUNTY
EXECUTIVE OFFICE

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)					
Appellant's Name: <u>Michael Hackett</u>					
Telephone #: <u>(707) 738-0273</u>		Fax #: <u>() n/a</u>			
E-Mail Address: <u>mhackett54@gmail.com</u>					
Mailing Address: <u>282 S. White Cottage Road, Angwin, CA 94508</u>					
No.	Street	City	State	Zip	
Status of Appellant's Interest in Property: <u>Interested citizen</u>					
Action Being Appealed: <u>October 16, 2019 grant of use permit exceptions to the Conservation Regulations</u> <u>File number P19-00153-UP Except (application of John Bremer/Bremer Group LLC)</u>					
Permittee Name: <u>John Bremer/Bremer Group LLC</u>					
Permittee Address: <u>1660 Chicago Avenue, Suite M-11, Riverside, CA 92507</u>					
Permit Number: <u>P19-00153 UP except</u>			Date of Decision: <u>October 16, 2019</u>		
Nature of Permit or Decision: <u>Use permit exceptions to Conservation Regulations</u>					
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): <u>see attached</u>					
Project Site Address/Location: <u>975 Deer Park Road, St. Helena, CA 94574</u>					
Assessor's Parcel No.: <u>021-400-002, 021-420-027</u>					

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).

<u>Michael Hackett</u>	November 12, 2019	Michael Hackett
Signature of Appellant	Date	Print Name

TO BE COMPLETED BY CLERK OF THE BOARD	
Appeal Packet Fee \$ <u>498.80</u>	Receipt No. <u>246353</u>
Received by: <u>[Signature]</u>	Date: <u>11/12/2019</u>

APPEAL

by Michael Hackett

of the County of Napa Planning Commission's consideration and October 16, 2019 decision in the application of John Bremer/ behalf of Bremer Group LLC for use permit exceptions to the Conservation Regulations
File number P19-00153-UP Except

1. Name and address of Permittee

John Bremer, on behalf of the Bremer Group LLC
1660 Chicago Avenue, Suite M-11
Riverside, CA 92507

2. Name and address of Appellant

Michael Hackett
282 S. White Cottage Road
Angwin, CA 94508

3. Advocates for the Public Trust, a California nonprofit organization
1792 Elm Street
Napa, CA 94559

By:

Kathy Felch, SBN 109303
P.O. Box 592
Napa, CA 94559
T: 707-681-1416

William McKinnon, SBN 129329
P.O. Box 3161
Grass Valley, CA 95945
T: 530-575-5335

4. Basis of the Appeal

See attached.

5. Title Company Report and Assessor's Map Pages

Attached hereto.

6. Fees

Applicable fees in the amount of \$1,000.00 were tendered by Appellant concurrently with the filing of the Notice of Intention to Appeal on October 28, 2019. Additional fees, if any, shall be tendered herewith.

Basis for the Appeal

By Michael Hackett of the County of Napa Planning Commission's consideration and October 16, 2019 decision in the application of John Bremer/ behalf of Bremer Group LLC for use permit exceptions to the Conservation Regulations

File number P19-00153-UP Except

1. Napa County ("County") Board of Supervisors cannot hear this appeal due to its common law conflict of interest which has and will deprive the public and Appellant the right to procedural due process. Prior to the Planning Commission action which is the subject of this appeal, the Board of Supervisors entered into a private settlement agreement in a lawsuit brought by County against the Permittees in which an application for the use permit ultimately granted by the Planning Commission was required (Exhibit A, "Settlement Agreement" in *Napa County v. John Alex Bremer, et al.*, Napa County Superior Court No. 17CV000884 ('the lawsuit')). The Planning Commission limited its consideration of Permittees' Application due to direction by the Board of Supervisors and misapplication of the Settlement Agreement. Appellant files the instant appeal pursuant to Napa County Code Chapter 2.88.050 for the purpose in part of preserving his right to appeal, fulfilling his duty to exhaust administrative remedies and providing the County of Napa Board of Supervisors the opportunity to recuse itself as the appellate body to consider the issues raised herein.
2. The Planning Commission failed to consider the public trust as required by applicable law in granting Permittees the use permit on October 16, 2019.
3. The Planning Commission acted against the public interest by failing to conduct a fair and impartial hearing, thereby depriving the public including Appellant of the right to procedural due process:
 - (a) Acting at the direction of the Board of Supervisors to comply with the terms of a private Settlement Agreement without notice to or hearing on that direction or those terms at a public meeting as required by applicable law, including but not limited to the Ralph M. Brown Act, Government Code sections 54954, et seq.
 - (b) Acting at the direction of the Board of Supervisors to comply with the terms of the private Settlement Agreement which was itself arrived at on the basis of a draft tentative ruling by the Napa County Superior Court which was provided to the parties to the lawsuit but withheld from the public (Exhibit B, transcript of July 31, 2018 trial management conference).
 - (c) Limiting action on Permittee's Application to the terms of the private Settlement Agreement;
 - (d) Failing to provide documents regarding the Application in a timely manner accordance with the Brown Act so that the public could participate in a meaningful manner in the public hearing on the Application.

EXHIBIT A TO APPEAL

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into as of this ^{February} 6th day of January, 2019, by and between Napa County, a political subdivision of the State of California ("County"), and John Alex Bremer and Laura Joyce Bremer, trustees of the Bremer Family 1995 Living Trust dated August 23, 1995 (the "Bremers"), and the Bremer Group, LLC (collectively, with the Bremers, "Defendants"). The County and Defendants will, from time to time hereinafter, be referred to individually as "Party" and collectively as "Parties."

RECITALS

- A. The Bremers are the owners of the real property commonly known as 975 Deer Park Road in unincorporated Napa County, California, and bearing Napa County Assessor's Parcel Number 021-400-002 ("Property"). Defendants own and operate the Bremer Family Winery (the "Winery") on the Property.
- B. In or around August 2016, the County discovered that Defendants were allegedly operating the Winery in a manner that the County believed exceeded the scope of Defendants' use permit. The Winery was permitted through Use Permit #U-697879 (the "Use Permit"), issued by the County to Defendants' predecessor in interest in 1979. After an investigation, the County determined that, in its view, violations of the County's Zoning Code, Building Code, and Conservation Regulations were present on the Property.
- C. On or about January 19, 2017, in response to the County's demands, Defendants submitted an application to modify the Use Permit to address the violations and increase permitted visitation to 40,320 visitors per year.
- D. On August 4, 2017, the County filed a Complaint in the Napa County Superior Court, Case Number 17CV000884, (the "Complaint") against Defendants instituting the present action (the "Action"). The Complaint requested an injunction against Defendants' alleged non-compliant activity, recovery of costs of abatement and attorneys' fees, and a civil penalty, pursuant to the Napa County Code.
- E. The County alleged in its Complaint, inter alia, as follows (the "County's Contentions"):
1. Defendants expanded their permitted visitation level without a use permit, allowing, on average, up to approximately 650 visitors per month (7,800 per year);
 2. Defendants exceeded their hours and days of operation, operating the Winery on weekends and after 5:00 pm;

3. Defendants violated the Zoning Code by conducting winery operations outside the scope of the 6,780 square foot winery building;
4. Defendants violated the Zoning Code and Building Code by using a dwelling on the Property (the "Farmhouse") for Winery purposes;
5. Defendants violated the Zoning Code and Building Code by allowing wine tastings and other events in the wine storage cave;
6. Defendants violated the Zoning Code by renting the Winery for private parties, receptions, or other events;
7. Defendants violated the Zoning Code by allowing food service for wine tastings and events;
8. Defendants violated the Building Code by constructing walls, stairs, catwalks, and other structures without building permits; and
9. Defendants violated the Napa County Conservation Regulations by constructing or maintaining structures within a creek setback.

F. Defendants contend, inter alia, as follows ("Defendants' Contentions"):

1. Defendants operated the Winery with a good faith belief that their use was consistent with, and within the scope of, the Use Permit;
2. Any potential violation was unintentional and not a willful violation;
3. The Use Permit does not contain any limitation on private visitation, marketing, food service, or hours of operation;
4. Winery operations, including private visitation and the use of the Farmhouse, were established by the prior owner of the Property prior to the enactment of the Winery Definition Ordinance ("WDO") in 1990, and therefore are allowed to continue without a modification to the Use Permit;
5. Any events occurring at the Winery were marketing events, not private rental of the Property, and any improper use of the cave was isolated and not intentional; and
6. Some walls and other structures do not require building permits, nor do they violate the conservation regulations.

G. Over the course of the Action, Defendants provided information and evidence to the County showing the nature and extent of Winery operations prior to the enactment of the WDO in 1990:

1. Visitation levels at the Winery, at the enactment of the WDO, were 5,200 visitors per year;
2. The Winery operated seven days a week;
3. The office on the bottom floor of the Farmhouse was used for Winery purposes;
4. The second floor of the main Winery building was used for storage or production of wine and not visitation; and
5. The Winery employed more than three employees.

H. The County declines to accept or allow today the pre-WDO visitation level at the Winery set forth in Paragraph G.1, above. The County has instead negotiated and Defendants have agreed to reduced visitation as set forth in Paragraph 3, below. The Parties have entered into this Settlement Agreement based on the unique facts, circumstances, and evidence presented regarding the Use Permit, the Winery, and the Property. This Settlement Agreement is made as a compromise and settlement of disputed issues. The Parties and their representatives expressly covenant that the County's determination does not establish a precedent for consideration of the scope of entitlements on any other properties.

I. In addition to the claims made in the Action, the County has asserted that Defendants are in violation of the requirements of Napa County Code chapter 18.108 by exceeding the scope of Erosion Control Plan P11-0317-ECPA (the "ECP") on a separate parcel with Assessor's Parcel Number 021-400-005 (the "Vineyard Parcel") including, but not limited to, property line setbacks. Defendants have asserted that they have constructed the vineyard and used their property in good faith compliance with applicable requirements, and that any potential violation was unintentional and not willful. The County's claims regarding the ECP and the Vineyard Parcel shall be referred to below as the "ECP Claims." In November 2016, the Vineyard Parcel became the subject of a Notice of Violation issued by the San Francisco Regional Water Quality Control Board (the "State Water Board"). The State Water Board required the submission of a Corrective Action Workplan (the "CAW") to correct the violations of the California Water Code. The corrections contemplated by the CAW would also require an amendment to the ECP to ensure compliance with Napa County's conservation regulations. As of the execution of this Stipulation, the State Water Board has not approved a final CAW for the Vineyard Parcel; however, the Parties wish to, and hereby do, resolve any outstanding dispute as between the Parties regarding the ECP Claims in this Stipulation.

J. This Settlement Agreement and the proposed Stipulated Judgment attached hereto settle and conclude all issues, claims and defenses between the Parties as raised in the Action, all claims and defenses between them for civil penalties, costs, fees, and attorneys' fees relating to the allegations set forth in the Complaint in the Action, the County's Contentions, Defendants' Contentions, and all issues, claims and defenses as between the Parties regarding the ECP Claims. The Parties acknowledge that entry of Judgment will not and cannot affect the State Water Board's jurisdiction or authority regarding the CAW or the Notice of Violation issued by the State Water Board.

K. The Parties, without admitting any liability whatsoever and desiring to avoid any further claims, litigation, or controversies arising from the disputes referenced above and the matters alleged in the Complaint, have agreed to be bound by the terms of this Settlement Agreement.

NOW, THEREFORE, based on the foregoing, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The foregoing Recitals are incorporated herein by this reference.
2. Within fifteen (15) calendar days of full execution of this Settlement Agreement, the Parties shall execute and file the Proposed Stipulated Judgment (the "Judgment") attached hereto as Exhibit A, as well as a stipulation for entry of the Judgment if required by the Court. The Judgment shall fully and accurately reflect the terms of this Agreement. Each Party's trial counsel shall approve the Judgment as to form and facilitate compliance with this Paragraph.

Alleged Use Permit Violations

3. Immediately upon entry of Judgment pursuant to this Settlement Agreement, Defendants shall reduce and limit visitation at the Winery by members of the public to no more than 3,600 visitors per year. In addition to the annual limitation, Defendants shall also limit daily visitation to no more than 70 visitors on any given day. Defendants shall abide by these limits unless and until the County approves a Use Permit modification allowing greater levels of visitation. No hearing on a Use Permit modification pertaining to the Winery will occur prior to December 1, 2019. The limitation of December 1, 2019 does not apply to minor Use Permit modifications.

4. In addition to the visitation limits set forth above, immediately upon entry of Judgment pursuant to this Settlement Agreement, and unless and until authorized by a Use Permit modification that modifies one or more of the below restrictions, Defendants are hereby enjoined and ordered as follows:

- a. Defendants shall limit winery visitation to between the hours of 8:00 am and 5:00 pm Monday through Sunday.
- b. Defendants shall not use the main floor of the Farmhouse or the surrounding deck for winery purposes.
- c. Defendants shall not hold marketing events, as those events are defined in Napa County Code section 18.08.370.
- d. Defendants shall not rent the winery for private events.
- e. Defendants shall not serve food at the winery.
- f. Defendants shall not use the cave in a manner that is inconsistent with the Type II designation in their Use Permit, which prohibits Hosted Events, as defined in Napa County Code section 15.12.060(B).
- g. Defendants shall not use the bocce ball court, pizza oven, and tractor shed areas for winery purposes.

5. No later than the tenth calendar day of each month following the month in which the Judgment pursuant to this Settlement Agreement is entered, until such time as a Use Permit modification is granted that obviates the need for such reporting, Defendants shall provide to the County a declaration signed under penalty of perjury by Defendants or by their representative(s) who are authorized to bind Defendants attesting to the fact that they have complied with the conditions of Paragraphs 3 and 4, *supra*, including that their visitation levels are not on pace to exceed the annual limit set forth in Paragraph 3, *supra*. Such declarations shall attach logs or appointment books documenting the actual number of visitors.

6. Defendants may submit an application for a Use Permit Modification prior to December 1, 2019, and the County will process and review the application in the ordinary course of the County's business. Defendants expressly understand that if they submit an application prior to one year from entry of the Judgment pursuant to this Settlement Agreement, any environmental review by the County, as required by the California Environmental Quality Act (CEQA), will use the lesser of the permitted activities in Paragraphs 3 and 4, *supra*, or actual activities as determined from the declarations submitted pursuant to Paragraph 5, *supra*, as the baseline against which any potential environmental impacts will be assessed. The County does not and cannot make any representation or promise that any applications for use permit modifications submitted pursuant to the Judgment entered pursuant to this Settlement Agreement will be approved in whole or in part.

Alleged Building Code Violations

7. Within sixty (60) calendar days after entry of Judgment pursuant to this Settlement Agreement, Defendants shall submit complete applications for building permits for all of the following:

- a. To take all steps required by the County for a change in the permitted occupancy of the bottom floor of the Farmhouse to reflect winery occupancy.
- b. To legalize or demolish the construction and installation of framing and electrical on the second floor of the winery building, provided the use of the second floor is limited to storage or an office.
- c. To legalize or demolish the fermentation tanks and catwalks on the east side of the winery building.
- d. To legalize or demolish the external stairs on the east side of the crush pad and on the west side of the winery building.
- e. To legalize or demolish all handrails installed on the property, including those associated with the stairs identified in subparagraph 7(d), *supra*.
- f. To legalize or demolish the plumbing to the outdoor sink.
- g. To legalize or demolish any walls that are taller than four feet or that bear a surcharge.

8. Defendants shall diligently pursue all the permits required by Paragraph 7, *supra* by responding within fourteen (14) calendar days to any request by the County for corrections or modifications to the permit applications.

9. Upon issuance of any permit pursuant to Paragraph 7, *supra*, Defendants shall complete all authorized work and contact the County Planning, Building & Environmental Services for a final inspection within sixty (60) calendar days of permit issuance. If Defendants are unable to complete authorized work due to an occurrence beyond Defendants' reasonable control, including but not limited to an act of God or nature, Defendants shall immediately notify the County, and Defendants' 60-day deadline for performance hereunder shall be extended by the actual time of delay caused by such occurrence.

Alleged Conservation Regulation Violations and ECP Claims

10. Within sixty (60) calendar days after entry of Judgment pursuant to this Settlement Agreement, Defendants shall submit a complete application for an exception to the Conservation Regulations, as provided in Napa County Code section 18.108.040, to allow the walls and bridge structures within the creek setback. Defendants shall respond within fourteen

(14) days to any request by the County for corrections or modifications to the permit application. County staff shall reasonably recommend approval of the exception if it is consistent with the Napa County Code and will not result in any significant adverse environmental impact. Defendants shall complete any work authorized pursuant to this paragraph and shall contact County Planning, Building & Environmental Services for a final inspection within a reasonable time, using best efforts, of the approval.

11. Defendants shall work in good faith and with all deliberate speed to obtain a Final Corrective Action Workplan ("Final CAW") from the State Water Board by April 2019, so that corrective action may be undertaken in the spring and summer of 2019. Within sixty (60) calendar days after the State Water Board approves the Final CAW, Defendants shall submit a complete application for a modification to the ECP on the Vineyard Parcel, consistent with the Final CAW. Defendants shall respond to any request by the County for further information or documentation to support the application submitted pursuant to this Paragraph within fourteen (14) calendar days of receipt of any such request by the County. Defendants shall ensure that all work required to conform the Vineyard Parcel to the scope of any approved modification to the ECP is completed within one hundred eighty (180) calendar days from approval by the County.

Additional Terms

12. Defendants shall pay to the County, by checks made payable to "The County of Napa," \$271,464 as a compromised amount to partially reimburse the County for its attorneys' fees and costs incurred in the Action. Defendants shall pay this amount as follows. Defendants shall pay \$32,000 within thirty (30) calendar days after entry of Judgment pursuant to this Settlement Agreement. Defendants shall pay the remainder in two equal installments of \$119,732, with the first before July 1, 2019, and the second before December 31, 2019. The County shall not object to Defendants' characterization of these payments as tax-deductible business or similar expenses but makes no representation regarding the supportability of such characterization.

13. Within sixty (60) calendar days after entry of Judgment pursuant to this Settlement Agreement, to secure performance of Defendants' obligations in this Settlement Agreement, Defendants shall individually and jointly execute a promissory note to the County in the amount of \$320,658.00 secured by a deed of trust on the Property that Defendants shall promptly record. The form of promissory note to be executed by Defendants is attached hereto and incorporated herein by this reference as Exhibit B. The form of deed of trust to be executed and recorded by Defendants is attached hereto and incorporated herein by this reference as Exhibit C. The County's position shall be secured by no less than a second position security interest in the collateral. The sum of indebtedness cannot exceed 80% of the Property value. If on December 31, 2019, Defendants have complied with all the requirements of this Settlement Agreement, including Paragraphs 3, 4 and 5; have obtained all the permits and approvals

required by Paragraphs 7, 10 and 11 of this Settlement Agreement; and have completed all the work required by Paragraphs 9, 10 and 11 of this Settlement Agreement, then the promissory note shall be cancelled without any payment and the County shall execute any reasonable documents to clear title and reconvey the deed of trust on or shortly after December 31, 2019. If on December 31, 2019, Defendants have substantially complied with the requirements of this Settlement Agreement but have been unable to complete authorized work due to an occurrence beyond Defendants' reasonable control, including but not limited to an act of God or nature or unforeseen delay by the State Water Board, then the December 31, 2019 deadline for performance hereunder shall be extended by the actual time of delay caused by such occurrence, as determined in the County's sole discretion, and, upon performance, the promissory note shall be cancelled without any payment and the County shall execute any reasonable documents to clear title and reconvey the deed of trust. If on December 31, 2019, Defendants have not complied with the requirements of this Settlement Agreement and the delay in their compliance was not caused by an occurrence beyond Defendants' reasonable control, then the County shall enforce the secured promissory note.

14. Defendants shall make good faith efforts to educate their employees and contractors and ensure compliance with the Judgment entered into pursuant to this Settlement Agreement. Defendants shall ensure that the obligations and conditions in the Judgment are communicated to each existing or new agent, employee, officer, assign, servant, or representative, and shall specifically inform them of the limitations on daily and annual visitation set forth in Paragraph 3, and the limitations set forth in Paragraph 4. Defendants shall require all current and future employees to sign a notice acknowledging that they have received the executed Judgment and understand its contents.

15. The harm or injury to the County that would result from violation of any provisions of the Judgment pursuant to this Settlement Agreement is difficult to ascertain or generally not capable of calculation. Therefore, if Defendants violate any of the provisions set forth in the Judgment pursuant to the Settlement Agreement, the Parties agree to the following consequences:

- a. The County may reset the restriction on a hearing on a Use Permit Modification pertaining to the Winery, set forth in Paragraph 3, *supra*, from December 1, 2019, to one year from the date that the County provides notice of the material violation of the Judgment pursuant to this Settlement Agreement;
- b. In the event of a material violation, Defendants shall cease all operation of the Winery for a period of one (1) month from the date that the County provides notice of the material violation of the Judgment pursuant to this Settlement Agreement; and

- c. The County shall enforce the secured promissory note pursuant to Paragraph 13.
- d. For purposes of this paragraph, "material" violations shall include but not be limited to any violation of Paragraphs 3 and 4, *supra*, including the daily and annual visitation limits set forth in Paragraph 3.

16. Reasonable attorney's fees will be awarded to the prevailing Party in any action or on any motion filed to enforce or interpret this Agreement or the Judgment pursuant to this Settlement Agreement.

17. The County and its officers, agents, or employees, or persons duly authorized to act on its behalf, may enter the Property during normal business hours upon two (2) days' notice to Defendants, notifying them of the date and time of inspecting the Property for compliance with the Judgment pursuant to this Settlement Agreement. The Property shall not be locked and shall be accessible to the County at the date and time set forth in the notice. The Napa County Sheriff may send such deputies as staff deems appropriate to enforce this directive and to protect and supervise the County officers, agents, employees, and persons duly authorized to act on its behalf.

18. The Judgment pursuant to this Settlement Agreement shall be recorded against the Property. The Judgment pursuant to this Settlement Agreement, and the covenants and conditions contained therein, shall run with the land, apply to, be binding upon, and inure to the legatees, devisees, administrators, executors, legal representatives, assignees, successors in interest, buyers, and agents of the Parties hereto, and may not be altered, amended, modified, or otherwise changed except by a writing executed by County and Defendants.

19. Except as provided above, each Party shall bear its own attorneys' fees and costs incurred in the Action.

20. This Agreement contains the entire agreement between the Parties regarding the matters set forth herein and any amendment must be in writing and signed by the Parties.

21. The Parties hereby waive the right to appeal, to attempt to set aside or vacate, or otherwise to attack, directly or collaterally, the Judgment entered pursuant to this Settlement Agreement.

22. The Parties, and each of them, acknowledge that they have either been advised to seek, or been represented by, legal counsel throughout all of the negotiations which preceded the execution of this Agreement and the Judgment, and that they have executed this Agreement after seeking and receiving the advice of such counsel, or have voluntarily waived seeking such advice.

23. The Bremers, individually and on behalf of their family trust, agree to be bound as of the date of their signatures on this Agreement, and the Bremer Group, LLC, agrees to be bound as of the date of its authorized signatory's signature on this Agreement, by the provisions of the proposed Stipulated Judgment as though ordered by the Court, though the terms of the proposed Judgment cannot be enforced until on or after the date the Judgment is entered by the Court. The County shall serve by mail on all Defendants the Judgment entered pursuant to this Settlement Agreement when it is filed and each of the Parties waives any further notice or service of the final Judgment.

24. The filing of this Settlement Agreement and the proposed Judgment may be made by the ex parte appearance of the County without further notice to Defendants.

25. This Agreement may be executed by facsimile signatures and in counterparts, which when taken together shall constitute one and the same Agreement.

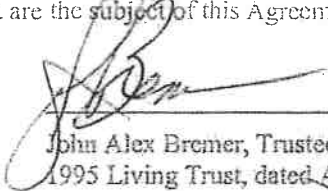
26. If any provision or part of any provision of this Agreement is for any reason held to be invalid, unenforceable or contrary to public policy, law, statute and/or ordinance, then the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

27. The Parties agree that any legal rule or maxim to the effect that ambiguities are to be resolved against the drafting Party shall not apply to any interpretation of this Agreement.

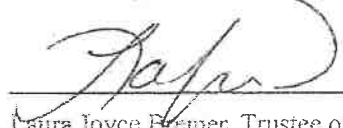
28. The Parties shall request that the Court retain jurisdiction to enforce the Judgment entered pursuant to this Settlement Agreement under Code of Civil Procedure section 664.6.

29. Nothing in this Agreement shall be construed as precluding the County from commencing future litigation or administrative enforcement actions against Defendants for any unrelated existing or future Code violations, impermissible activities, or occurrences that are not part of the County's Contentions that are the subject of this Agreement.

Date: 1-25-19


John Alex Bremer, Trustee of the Bremer Family
1995 Living Trust, dated August 23, 1995

Date: 01/25/19


Laura Joyce Bremer, Trustee of the Bremer
Family 1995 Living Trust, dated August 23, 1995

1 JEFFREY M. BRAX, County Counsel (Bar No. 218601)
JEFFREY M. RICHARD, Chief Deputy (Bar No. 105286)
2 JASON M. DOOLEY, Deputy (Bar No. 258570)
SHANA A. BAGLEY, Deputy (Bar No. 169423)
3 NAPA COUNTY
1195 Third Street, Suite 301
4 Napa, California 94559-3001
Telephone: 707 253 4521 / Facsimile: 707 259 8220
5 Email: Jason.Dooley@countyofnapa.org

6 ARTHUR F. COON (Bar No. 124206)
BASIL S. SHIBER (Bar No. 144260)
7 MILLER STARR REGALIA
A Professional Law Corporation
8 1331 N. California Blvd., Fifth Floor
Walnut Creek, California 94596
9 Telephone: 925 935 9400 / Facsimile: 925 933 4126
Email: arthur.coon@msrlegal.com
10 bill.shiber@msrlegal.com

11 Attorneys for Plaintiff NAPA COUNTY

12 *Exempt from Filing Fees Pursuant to Gov't Code § 6103*

13
14 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 IN AND FOR THE COUNTY OF NAPA

16 NAPA COUNTY,

17 Plaintiff,

18 v.

19 JOHN ALEX BREMER AND LAURA JOYCE
BREMER, TRUSTEES OF THE BREMER
FAMILY 1995 LIVING TRUST DATED
20 AUGUST 23, 1995;
BREMER GROUP, LLC, A CALIFORNIA
21 LIMITED LIABILITY COMPANY;
and DOES 1 through 10, inclusive,
22

23 Defendants.
24

Case No.: 17CV000884

**[PROPOSED]
JUDGMENT PURSUANT TO STIPULATION
OF PARTIES**

25 It appearing to the Court that all parties to the above-entitled action (the "Parties"), Plaintiff
26 NAPA COUNTY ("County"), on the one hand, and Defendants JOHN ALEX BREMER AND LAURA
27 JOYCE BREMER, Trustees of the Bremer Family 1995 Living Trust dated August 23, 1995 (the
28 "Bremers"), BREMER GROUP, LLC, (collectively with the Bremers, the "Defendants"), on the other

1 hand, have, in a Settlement Agreement filed with the Court and comprising and containing the Parties'
2 stipulation, stipulated and requested the Court in the above-entitled action to enter this Judgment
3 Pursuant to Stipulation, the Court having considered the Parties' Stipulation and the pleadings on file in
4 this action, and good cause appearing therefor;

5 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

6 1. The Court has jurisdiction over the subject matter hereof and of the Parties hereto.

7 2. The Court hereby incorporates by reference the terms of the Parties' Settlement
8 Agreement for Entry of Judgment, a true and correct copy of which is attached hereto and incorporated
9 herein by this reference as Exhibit "1" ("Settlement Agreement").

10 3. The Bremers have been, during all relevant time periods, the legal owners of that real
11 property located in the unincorporated area of Napa County identified as 975 Deer Park Road, in
12 unincorporated Napa County (bearing a St. Helena, California mailing address) and identified by
13 Assessor Parcel Number 021-400-002 (the "Property"), and one or more of the Defendants own and
14 operate the Bremer Family Winery (the "Winery") on the Property.

15 4. This action was filed by the County alleging various violations by Defendants of the
16 County Code and the California Building Code in their operation of the Winery on the Property and in
17 their construction and maintenance of certain structures or improvements on the Property.

18 5. The Parties, without admitting any liability whatsoever and desiring to avoid any further
19 claims, litigation, or controversies arising from the disputes referenced above and the matters alleged in
20 the complaint on file herein, have stipulated to the entry of this Judgment through the Settlement
21 Agreement.

22 6. The injunctive portions of this Judgment are applicable to all Defendants, and also to
23 each of their agents, servants, employees, representatives, partners, successors and assigns, and to all
24 persons, employees, and other entities who are acting in concert or participating with Defendants, with
25 actual or constructive notice of this Judgment.

26 **Alleged Use Permit Violations**

27 7. Immediately upon entry of this Judgment, Defendants shall reduce and limit visitation at
28 the Winery by members of the public to 3,600 visitors per year. In addition to the annual limitation,

1 Defendants shall also limit daily visitation to no more than 70 visitors on any given day. Defendants
2 shall abide by these limits unless and until the County approves a Use Permit modification allowing
3 greater levels of visitation. No hearing on a Use Permit modification pertaining to the Winery will occur
4 prior to December 1, 2019. The limitation of December 1, 2019 does not apply to minor Use Permit
5 modifications.

6 8. In addition to the visitation limits set forth above, immediately upon entry of this
7 Judgment, and unless and until authorized by a Use Permit modification that modifies one or more of the
8 below restrictions, Defendants are hereby enjoined and ordered as follows:

- 9 a. Defendants shall limit winery visitation to between the hours of 8:00 am and 5:00 pm
10 Monday through Sunday.
- 11 b. Defendants shall not use the main floor of the Farmhouse or the surrounding deck for
12 winery purposes.
- 13 c. Defendants shall not hold marketing events, as those events are defined in Napa County
14 Code section 18.08.370.
- 15 d. Defendants shall not rent the winery for private events.
- 16 e. Defendants shall not serve food at the winery.
- 17 f. Defendants shall not use the cave in a manner that is inconsistent with the Type II
18 designation in their Use Permit, which prohibits Hosted Events, as defined in Napa
19 County Code section 15.12.060(B).
- 20 g. Defendants shall not use the bocce ball court, pizza oven, and tractor shed areas for
21 winery purposes.

22 9. No later than the tenth calendar day of each month following the month in which the
23 Judgment is entered, until such time as a Use Permit modification is granted that obviates the need for
24 such reporting, Defendants shall provide to the County a declaration signed under penalty of perjury by
25 Defendants or by their representative(s) who are authorized to bind Defendants attesting to the fact that
26 they have complied with the conditions of Paragraphs 7 and 8, *supra*, including that their visitation
27 levels are not on pace to exceed the annual limit set forth in Paragraph 7, *supra*. Such declaration shall
28 attach logs or appointment books documenting the actual number of visitors.

1 10. Defendants may submit an application for a Use Permit Modification prior to December
2 1, 2019, and the County will process and review the application in the ordinary course of the County's
3 business. Defendants expressly understand that if they submit an application prior to one year from entry
4 of this Judgment, any environmental review by the County, as required by the California Environmental
5 Quality Act (CEQA), will use the lesser of the permitted activities in Paragraphs 7 and 8, *supra*, or
6 actual activities as determined from the declarations submitted pursuant to Paragraph 9, *supra*, as the
7 baseline against which any potential environmental impacts will be assessed. The County does not and
8 cannot make any representation or promise that any applications for use permit modifications submitted
9 pursuant to this Judgment will be approved in whole or in part.

10 **Alleged Building Code Violations**

11 11. Within sixty (60) calendar days after entry of this Judgment, Defendants shall submit
12 complete applications for building permits for all of the following:

- 13 a. To take all steps required by the County for a change in the permitted occupancy of the
14 bottom floor of the Farmhouse to reflect winery occupancy.
- 15 b. To legalize or demolish the construction and installation of framing and electrical on the
16 second floor of the winery building, provided the use of the second floor is limited to
17 storage or an office.
- 18 c. To legalize or demolish the fermentation tanks and catwalks on the east side of the
19 winery building.
- 20 d. To legalize or demolish the external stairs on the east side of the crush pad and on the
21 west side of the winery building.
- 22 e. To legalize or demolish all handrails installed on the property, including those associated
23 with the stairs identified in subparagraph 11(d), *supra*.
- 24 f. To legalize or demolish the plumbing to the outdoor sink.
- 25 g. To legalize or demolish any walls that are taller than four feet or that bear a surcharge.

26 12. Defendants shall diligently pursue all the permits required by Paragraph 11, *supra* by
27 responding within fourteen (14) days to any request by the County for corrections or modifications to
28 the permit applications.

1 13. Upon issuance of any permit pursuant to Paragraph 11, *supra*, Defendants shall complete
2 all authorized work and contact Planning, Building & Environmental Services for a final inspection
3 within sixty (60) days of permit issuance. If Defendants are unable to complete authorized work due to
4 an occurrence beyond Defendants' reasonable control, including but not limited to an act of God or
5 nature, Defendants shall immediately notify the County, and Defendants' 60-day deadline for
6 performance hereunder shall be extended by the actual time of delay caused by such occurrence.

7 **Alleged Conservation Regulation Violations and ECP Claims**

8 14. Within sixty (60) calendar days after entry of Judgment, Defendants shall submit a
9 complete application for an exception to the Conservation Regulations, as provided in Napa County
10 Code section 18.108.040, to allow the walls and bridge structures within the creek setback. Defendants
11 shall respond within fourteen (14) calendar days to any request by the County for corrections or
12 modifications to the permit application. County staff shall reasonably recommend approval of the
13 exception if it is consistent with the Napa County Code and will not result in any significant adverse
14 environmental impact. Defendants shall complete any work authorized pursuant to this paragraph and
15 shall contact County Planning, Building & Environmental Services for a final inspection within a
16 reasonable time, using best efforts, of the approval.

17 15. Defendants shall work in good faith and with all deliberate speed to obtain a Final
18 Correction Action Workplan ("Final CAW") from the State Water Board by April 2019, so that
19 corrective action may be undertaken in the spring and summer of 2019. Within sixty (60) calendar days
20 after the State Water Board approves the Final CAW, Defendants shall submit a complete application
21 for a modification to the ECP on the Vineyard Parcel, consistent with the Final CAW. Defendants shall
22 respond to any request by the County for further information or documentation to support the
23 application submitted pursuant to this Paragraph within fourteen (14) calendar days of receipt of any
24 such request by the County. Defendants shall ensure that all work required to conform the Vineyard
25 Parcel to the scope of any approved modification to the ECP is completed within one hundred eighty
26 (180) calendar days from approval by the County.

1 **Additional Terms**

2 16. Defendants shall pay to the County, by checks made payable to "The County of Napa,"
3 \$271,464 as a compromised amount to partially reimburse the County for its attorneys' fees and costs
4 incurred in the Action. Defendants shall pay this amount as follows. Defendants shall pay \$32,000
5 within thirty (30) calendar days after entry of this Judgment. Defendants shall pay the remainder in two
6 equal installments of \$119,732, with the first before July 1, 2019, and the second before December 31,
7 2019. The County shall not object to Defendants' characterization of these payments as tax-deductible
8 business or similar expenses but makes no representation regarding the supportability of such
9 characterization.

10 17. Within sixty (60) calendar days after entry of Judgment, to secure performance of
11 Defendants' obligations in this Judgment, Defendants shall individually and jointly execute a
12 promissory note to the County in the amount of \$320,658.00 secured by a deed of trust on the Property
13 that Defendants shall promptly record. The form of promissory note to be executed by Defendants is
14 attached hereto and incorporated herein by this reference as Exhibit 2. The form of deed of trust to be
15 executed and recorded by Defendants is attached hereto and incorporated herein by this reference as
16 Exhibit 3. The County's position shall be secured by no less than a second position security interest in
17 the collateral. The sum of indebtedness cannot exceed 80% of the Property value. If on December 31,
18 2019, Defendants have complied with all the requirements of this Judgment, including Paragraphs 7, 8
19 and 9; have obtained all the permits and approvals required by Paragraphs 11, 14 and 15 of this
20 Judgment; and have completed all the work required by Paragraphs 13, 14 and 15 of this Judgment, then
21 the promissory note shall be cancelled without any payment and the County shall execute any
22 reasonable documents to clear title and reconvey the deed of trust on or shortly after December 31,
23 2019. If on December 31, 2019, Defendants have substantially complied with the requirements of this
24 Judgment but have been unable to complete authorized work due to an occurrence beyond Defendants'
25 reasonable control, including but not limited to an act of God or nature or unforeseen delay by the State
26 Water Board, then the December 31, 2019 deadline for performance hereunder shall be extended by the
27 actual time of delay caused by such occurrence, as determined in the County's sole discretion, and, upon
28 performance, the promissory note shall be cancelled without any payment and the County shall execute
any reasonable documents to clear title and reconvey the deed of trust. If on December 31, 2019,

1 Defendants have not complied with the requirements of this Judgment and the delay in their compliance
2 was not caused by an occurrence beyond Defendants' reasonable control, then the County shall enforce
3 the secured promissory note.

4 18. Defendants shall make good faith efforts to educate their employees and contractors and
5 ensure compliance with this Judgment. Defendants shall ensure that the obligations and conditions in
6 this Judgment are communicated to each existing or new agent, employee, officer, assign, servant, or
7 representative, and shall specifically inform them of the limitations on daily and annual visitation set
8 forth in paragraph 7, and the limitations set forth in paragraph 8. Defendants shall require all current and
9 future employees to sign a notice acknowledging that they have received the executed Judgment and
understand its contents.

10 19. The harm or injury to the County that would result from violation of any provisions of
11 this Judgment is difficult to ascertain or generally not capable of calculation. Therefore, if Defendants
12 violate any of the provisions set forth in this Judgment, the Parties agree to the following consequences:

- 13 a. The County may reset the restriction on a hearing on a Use Permit Modification
14 pertaining to the Winery, set forth in Paragraph 7, *supra*, from December 1, 2019 to one
15 year from the date that the County provides notice of the material violation of this
16 Judgment;
17 b. In the event of a material violation, Defendants shall cease all operation of the Winery for
18 a period of one (1) month from the date that the County provides notice of the material
19 violation of this Judgment; and
20 c. The County shall enforce the secured promissory note pursuant to Paragraph 17.
21 d. For purposes of this paragraph, "material" violations shall include but not be limited to
22 any violation of Paragraphs 7 and 8, including the daily and annual visitation limits set
23 forth in Paragraph 7.

24 20. Reasonable attorneys' fees will be awarded to the prevailing Party in any action or on any
25 motion filed to enforce or interpret this Judgment.

26 21. The Court retains jurisdiction to enforce the terms of this Judgment pursuant to Code of
27 Civil Procedure section 664.6, which enforcement may be sought, if necessary, by any of the Parties by
28 ex parte application for appropriate relief consistent with the terms of this Judgment.

1 22. The County and its officers, agents or employees, or persons duly authorized to act on its
2 behalf, may enter the Property during normal business hours upon two (2) days' notice to Defendants,
3 notifying them of the date and time of inspecting the Property for compliance with this Judgment. The
4 Property shall not be locked and shall be accessible to the County at the date and time set forth in the
5 notice. The Napa County Sheriff may send such deputies as staff deems appropriate to enforce this
6 directive and to protect and supervise the County officers, agents, employees, and persons duly
7 authorized to act on its behalf.

8 23. This Judgment shall be recorded against the Property. This Judgment, and the covenants
9 and conditions contained herein, shall run with the land, apply to, be binding upon, and inure to the
10 legatees, devisees, administrators, executors, legal representatives, assignees, successors in interest,
11 buyers, and agents of the Parties hereto, and may not be altered, amended, modified, or otherwise
12 changed except by a writing executed by County and Defendants.

13 24. Except as provided above, each Party shall bear its own attorneys' fees and costs incurred
14 in this Action.

15 25. This Judgment shall take effect immediately upon entry thereof.

16
17 Date: _____

Judge of the Superior Court

EXHIBIT B TO APPEAL

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF NAPA
The HONORABLE VICTORIA WOOD, Judge

--oOo--

NAPA COUNTY,

Plaintiff,

vs.

JOHN ALEX BREMER AND LAURA JOYCE
BREMER, TRUSTEES OF THE BREMER
FAMILY 1995 LIVING TRUST DATED
AUGUST 23, 1995; BREMER GROUP,
LLC, A CALIFORNIA LIMITED
LIABILITY COMPANY; and DOES 1
through 10, inclusive,

Defendants.

No. 17CV000884

--oOo--

REPORTER'S TRANSCRIPT OF PROCEEDINGS HAD

--oOo--

NAPA, CALIFORNIA

TUESDAY, JULY 31, 2018

8:56 O'CLOCK A.M.

--oOo--

REPORTED BY:

KATHLEEN M. SOLOAGA, CSR No. 6957

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I N D E X

PAGE

APPEARANCES	3, 4
PROCEEDINGS	5
REPORTER'S CERTIFICATE	75

--o0o--

1
2
3 APPEARANCES OF COUNSEL
4 FOR THE PLAINTIFF:

5 NAPA COUNTY

6 BY: JASON M. DOOLEY, Deputy County Counsel

7 SHANA A. BAGLEY, Deputy County Counsel

8 1195 Third Street, Suite 301

9 Napa, California 94559-3001

10 (707) 253-4521

11 jason.dooley@countyofnapa.org

12 shana.bagley@countyofnapa.org

13 and

14 ALLEN, GLAESSNER, HAZELWOOD & WERTH, LLP

15 BY: MARK F. HAZELWOOD, ESQ.

16 180 Montgomery Street, Suite 1200

17 San Francisco, California 94104

18 mhazelwood@aghwlaw.com
19
20

21 --oOo--
22
23
24
25
26
27
28

1
2 APPEARANCES OF COUNSEL (Cont.)

3 FOR THE DEFENDANTS:

4 DICKENSON, PEATMAN & FOGARTY

5 BY: JOSHUA S. DEVORE, ESQ.

6 MARISSA A. BUCK, ESQ.

7 DAVID BALTER, ESQ.

8 1455 First Street, Suite 301

9 Napa, California 94559

10 (707) 261-7000

11 jdevore@dpf-law.com

12 mbuck@dpf-law.com

13 dbalter@dpf-law.com
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 TUESDAY, JULY 31, 2018

8:56 O'CLOCK A.M.

2 --o0o--

3 P R O C E E D I N G S

4 --o0o--

5 THE COURT: Okay. Calling Napa County versus
6 John Alex Bremer, Trustee, et al.

7 I will take appearances, please.

8 MS. BAGLEY: Shana Bagley for the County of
9 Napa, plaintiff.

10 MR. HAZELWOOD: Mark Hazelwood for County of
11 Napa, plaintiff.

12 MR. DOOLEY: Jason Dooley for the County of
13 Napa, plaintiff.

14 MR. DEVORE: Joshua Devore for all
15 defendants.

16 MS. BUCK: Marissa Buck for the defendants.

17 MR. BALTER: David Balter for the defendants,
18 Your Honor.

19 THE COURT: Okay. Very good. I want to
20 first confirm that you all received my written
21 disclosures.

22 MR. DOOLEY: Yes, Your Honor.

23 MR. DEVORE: Yes.

24 THE COURT: Anybody have any questions you
25 wanted to discuss about that?

26 COLLECTIVE VOICES: No.

27 THE COURT: Okay. Very good.

28 I also want to say thank you. It made me

1 feel young again, like I was in college this weekend,
2 staying up till late hours with binders spread out
3 everywhere, so very interesting issues that I enjoyed
4 working on.

5 And, you know, I recognize this is an
6 important case for everybody, for the County and for
7 defendants and for all wineries and all of the people
8 of the community, so I really took my time. I wanted
9 to make sure that we get this right. I hope that I
10 am.

11 But what I did is, I actually drafted up a
12 little case analysis of how I'm seeing the case
13 overall and then also some tentative rulings on the
14 motions in limine.

15 My thinking is that a lot of -- the way that
16 I believe I'm going to rule, and, of course, I'm open
17 to hearing argument and we have three hours set aside
18 this morning, so we have plenty of time, that it would
19 be helpful for me to give you this document, made a
20 couple copies for each side, give you an opportunity
21 to review it together, maybe talk together. It might
22 be that this impacts the case in a way that you might
23 want to go back to the table in terms of potential
24 settlement, maybe not, so that's how I'm thinking of
25 proceeding.

26 Does anybody have any questions or want to be
27 heard on that?

28 MR. DEVORE: No, thank you.

1 THE COURT: Okay. Then that's what I'm going
2 to do. I'm going to have this handed out. I have two
3 copies for each side, so you don't have to share, I
4 guess. I put on here: This is a draft, my draft, do
5 not disseminate outside of this litigation.
6 So I'm going to retreat back to chambers,
7 then. You are welcome to stay in this room. And if
8 you want to split up for discussions, it's a big room,
9 and somebody can go in back and do whatever you need
10 to do.
11 Thank you.
12 MR. HAZELWOOD: Should we just contact you
13 when we're ready?
14 THE COURT: Just let the bailiff know.
15 THE BAILIFF: And I will come get you.
16 (Judge returns to chambers.)
17 (Recess taken; 8:59 a.m. - 10:02 a.m.)
18 THE COURT: On the record in the County
19 versus Bremer matter.
20 A lot of rulings there on in limines and so
21 forth, but I think the meat of the matter was kind of
22 against the County's position, so why don't I hear
23 from the County first.
24 MR. DOOLEY: Thank you, Your Honor.
25 We, you know, I think appropriately, we would
26 like to start with the case analysis. We do have some
27 motions in limine that we can discuss afterward, but I
28 think starting there --

1 THE COURT: Okay. Let me get you to move
2 that microphone a little bit.

3 MR. DOOLEY: I was just going to ask, do you
4 mind if I remain seated?

5 THE COURT: You can remain seated as long as
6 that's in front of you. There's this fan blowing back
7 here. The acoustics are not that great.

8 MR. DOOLEY: Okay.

9 THE COURT: Thank you.

10 MR. DOOLEY: Thank you first for the very
11 detailed analysis. I appreciate being able to work
12 from that.

13 As you identified, the County disagrees with
14 the analysis regarding the use permit. Primarily, we
15 agree with the statement at the end of your first
16 paragraph here which says (Reading:)

17 When one considers the actual quote,
18 it is rather unremarkable, simply
19 stating the well-established
20 principle that use under a use permit
21 is limited to those uses permitted
22 by the zoning ordinance in the
23 absence of a use permit, plus those
24 authorized by the use permit, limited
25 by the conditions of approval.

26 We agree with that, but I would like to focus
27 on the phrase "those authorized by the use permit."
28 In the Sports Arena case, the plaintiff in the case

1 argued that the only limitations on their permit were
2 those specifically identified in the conditions of
3 approval. This is the exact argument that the
4 defendants in this matter are raising.

5 The Court went through the analysis of what a
6 use permit actually is, that it is two things: It's a
7 grant -- excuse me, it's a grant of approval, a grant
8 of authority to use a property in a certain way that
9 in itself is -- has boundaries; and then it's, in
10 addition to that, conditions of approval, which are
11 imposed on the -- as a condition of that grant of
12 authority. It allows a party to use the property in a
13 certain way, a specific way, but then it further
14 limits that, based on a -- some other policy
15 consideration or some other potential impact that that
16 proposed use might have.

17 And the Court expresses this in -- on page --
18 excuse me, let me look for the page. I believe it's
19 814. 815, excuse me. It says (Reading:)

20 The use permitted is both a grant of
21 authority to use and a limitation on
22 authorized uses of the property.

23 The Court then goes on to say:

24 The conditions of the permit further
25 limit the authority to use the property.

26 So, in the first sentence, it's providing
27 that the grant to use a property has boundaries and
28 limits, and they are further limited by conditions of

1 approval.

2 Now, this is precisely what happened in this
3 case, and I have -- the language of the use permit in
4 this case, the approval letter says, "Your use permit
5 application was approved." It says in the findings --
6 can I give you a copy of this exhibit, which ...

7 THE COURT: You can. I would like to -- is
8 it Exhibit A to your in limine 7?

9 MR. DOOLEY: Yes, it's Exhibit A to our
10 motion in limine Number 7.

11 THE COURT: I've got it.

12 MR. DOOLEY: Okay.

13 THE COURT: Thank you.

14 MR. DOOLEY: So the first page is the
15 approval letter. The use permit application
16 Number U697879 has been approved by the Napa County
17 Conservation Development and Planning Commission.

18 The next page is the findings of the Planning
19 Commission. The first -- very first one is that the
20 details of the proposal are contained in the attached
21 supplemental information sheet.

22 On the next page, findings 8 through 11 all
23 reference the application and the proposed use or the
24 proposal, which was referenced as that described in
25 the supplemental information sheet.

26 None of these findings would have any meaning
27 if the proposed use did not have any definition. That
28 definition, that proposed use, is provided in the

1 context of the application.

2 The zoning code at the time -- well,
3 actually, let me refer back then to the conditions of
4 approval, which are on the fourth page of that
5 exhibit. The very first condition says that it's
6 limited to the reactivation of a 6,780-square-foot
7 winery. And it goes on to say that any expansion or
8 changes in use to be by separate use permit submitted
9 by Commission consideration.

10 Again, that calls into -- that raises the
11 question of what would be an expansion. It requires a
12 baseline, an identification of what the use would be.
13 At this point, the Commission considered the proposed
14 use, granted that proposed use, and said you can't
15 expand beyond that proposed use.

16 This is consistent with the zoning code at
17 the time, Section 12 -- let's see, 12801, 12801 --
18 well, 12800 provides that a use permit may be granted
19 by the Commission. That's a separate and distinct
20 authority that the Commission has to grant a permit.

21 The application for that permit is made to
22 the Commission on a form prescribed by the Commission
23 and must be accompanied by plans, elevations, all
24 these drawings, so that application form was
25 prescribed by the Commission; and in 1979, that
26 application form included the supplemental information
27 sheet.

28 Then, in 12804, it states that separate from

1 the authority to grant a use permit, there is also the
2 authority to issue the permit subject to conditions
3 specifically set forth in the permit.

4 So, in line with the analysis in Sports
5 Arena, the Commission may grant a permit that has
6 limitations on its own and may impose further
7 conditions on that that must be accepted if they are
8 going to use it in the way prescribed by the permit.

9 Now, this is -- it's important to have those
10 distinctions and that limitation because otherwise as
11 the defendant -- the defendants' position would lead
12 to an absurdity. It would render the County's zoning
13 code irrelevant. Once someone gets a permit, they can
14 do whatever they want with it as long as they can
15 categorize it as an accessory use.

16 In this instance, the defendants on their
17 theory could have 5,000 visitors a day and there would
18 be no basis for the County to stop it. That is
19 untenable.

20 Similarly, the defendants, as there's no
21 condition regarding the wine production limitation,
22 could produce a million gallons of wine per year
23 without any repercussion with the County. This would
24 essentially render the permit useless. The permit
25 would be an initial hurdle to jump through and then
26 all's fair, and it simply can't be read that way.

27 And it's also not unreasonable to have a
28 winery with one visitor per day and six per week.

1 There are many wineries in the County that have zero
2 visitors that are production-only facilities. There's
3 wineries that have a handful of visitors. This is --
4 it's not unusual and it's not unreasonable.

5 The key, however, is that the applicant
6 sought permission to use their property in a specific
7 way, as described in their application. That request
8 for approval of that proposed use was granted, and the
9 condition of approval Number 1 says that the property
10 owner cannot expand beyond what was approved.

11 I'd also like to address the concept of
12 permissive zoning. You point out in your proposed --
13 in your analysis that the cases discussing permissive
14 zoning scheme refers to zoning classifications that
15 include lists of permissible activities.

16 That's, in fact, what the zoning code in this
17 instance does. It says -- it has a list, and I think
18 I will refer to Section 12231, "Uses allowed without a
19 use permit." It lists two uses that are allowed,
20 agricultural and one single-family dwelling unit per
21 legal lot.

22 And then Section 12232 lists "Uses permitted
23 upon grant of a use permit," and it has six different
24 uses that are allowed. One of those is Section --
25 Subsection (C), facilities for the processing of
26 agricultural products, including but not limited to
27 wineries. So that is one permissive use only upon
28 grant of a use permit.

1 And the reason why there is no grant of
2 authority explicitly in the permit for tours, private
3 tours and tastings or marketing events, any of the
4 other operations that one thinks of as the typical
5 Napa Valley wineries, because those are all accessory
6 uses that are specifically allowed without a permit at
7 the time.

8 THE COURT: Well, now explain to me, because
9 they are saying the opposite.

10 MR. DEVORE: Right. So once you have a
11 permit for a winery, all right, you needed a permit to
12 have a winery. Full stop. That's it. Once you have
13 a permit for a winery, all accessory uses are allowed.
14 Again, full stop. That's it.

15 You didn't need to apply for permission to
16 undertake any accessory uses for your winery. You
17 needed to have permission to run a winery. And then,
18 by the zoning code, like Sports Arena says, you can
19 then do anything else that is allowed by the zoning
20 code, so --

21 THE COURT: Let me stop you there because I
22 think that's an important point. I would like --

23 MR. DEVORE: I agree.

24 THE COURT: -- to have you respond to that.

25 MR. DOOLEY: Sure.

26 So the -- first, I would like to point out
27 that the -- there is no -- defendants cite no law to
28 suggest that the permit is the two pages that they

1 cite.

2 In fact, the permit is the grant of authority
3 that the Planning Commission acted upon. The permit
4 cannot be simply those two pages.

5 But, with regard to accessory uses, the Court
6 addressed that in its discussion by citing to a
7 definition. That definition is that its activities
8 that are subordinate in area, extent, and purpose of
9 the principal use, and contribute to the comfort and
10 convenience and are located on the same lot.

11 The permit here was not for a winery. It was
12 for a facility for the production of agricultural
13 products, including but not limited to a winery. That
14 was the basis for the grant here. So that defines
15 what a winery is. It's a facility for the production
16 of agricultural products.

17 Here, they are talking about activities such
18 as tours and tastings and marketing. These were all
19 contemplated as characteristics of a winery, and they
20 are included, in fact, in the application for a
21 winery.

22 Again, if you look at the supplemental
23 information sheet, those activities are listed as
24 visitation, average operation, special operations,
25 tours, public tasting, these are all characteristics
26 of a proposed winery use that the County regulated
27 through this use permit.

28 THE COURT: So when you say

1 "characteristics," is that another term for
2 accessory --

3 MR. DOOLEY: No.

4 THE COURT: -- uses?

5 MR. DOOLEY: No. This is a -- this is the
6 primary use. The primary use was a winery. An
7 accessory use would be administrative office use. It
8 would be a laboratory, which is necessary for
9 production of wine but is not the primary use.

10 So there are characteristics of the primary
11 use that are regulated by the permit itself, not
12 accessory uses. For example, the -- in the -- I don't
13 have the case before me. In one of the cases -- let
14 me find it -- where a -- the City of San Diego, I
15 believe.

16 MR. DEVORE: That's the Sports Arena case.

17 MR. DOOLEY: No, it's not that case.

18 Here, the -- I can tell you that the import
19 of the case, and I can get you the cite later, but it
20 was involving the approval of a synagogue in a
21 residential district.

22 It was allowed by the code, they approved a
23 permit for a synagogue, and the synagogue used a large
24 portion of the property subject to that permit for a
25 parking lot. And the permit didn't mention anything
26 about a parking lot, but the City -- or the
27 jurisdiction determined that a parking lot is a
28 necessary and subordinate use for a synagogue use.

1 That's not -- it doesn't change the nature of the use.
2 Here, we have an agricultural production
3 facility with very minimal proposed intensity, and the
4 use of an accessory -- the use of that section of the
5 code to allow massively intensive uses would undercut
6 and completely render unnecessary or invalid the
7 issuance of the permit itself.

8 THE COURT: Now, so it sounds like you agree
9 that they needed a permit for the winery. Once they
10 have a permit for the winery, they don't need a
11 separate permit for accessory uses.

12 Your argument is that these things that are
13 listed in the supplemental information sheet are not
14 accessory uses, they were just part and parcel of a
15 winery.

16 MR. DOOLEY: Correct.

17 MR. DEVORE: Can I respond to that, Your
18 Honor?

19 THE COURT: Yes.

20 You answered my question, and I interrupted
21 his argument, so --

22 MR. DOOLEY: I do have the citation, though.
23 It's League of Residential Neighborhood Advocates
24 versus Los Angeles, and that's 498 F.3d 1052 in the
25 Ninth Circuit.

26 THE COURT: Okay. I will take a look at
27 that. Thank you.

28 Okay. Let me turn back to defendants'

1 argument then.

2 MR. DEVORE: Yeah, the -- if County Counsel
3 is now suggesting that tours and tastings are not an
4 accessory use of a winery, he should probably read the
5 WDO, because it says exactly that in this code.

6 The new code, which didn't apply back in
7 1979, now says that you need a permit not just for
8 your winery but also the following uses in connection
9 with the winery. And when you get to part J, it says
10 the following uses, when accessory to a winery,
11 Number 1, tours and tastings.

12 There can't be any dispute that tours and
13 tastings are an accessory use of a winery. It's not
14 the primary use. There's no evidence that tours and
15 tastings have overwhelmed the nature of the property.
16 It's a winery. They grow grapes and they make wine
17 and then they sell that wine to the customers that
18 come and park in their five customer parking spaces,
19 and that's how they, you know, make their winery work.

20 It's all direct-to-consumer sales, and it's
21 been that way for decades, and the County's known
22 about it for decades. They've been there constantly.
23 They've approved lots of modifications, built a cave,
24 fully permitted.

25 The County has known about these operations
26 for at least 30 years, so it's pretty surprising that
27 the defendants said, all of a sudden, the County is
28 changing the interpretation of what's in their permit

1 based on a California Supreme Court case issued six
2 years after their permit.

3 I don't want to say too much because I agree
4 with your tentative. I think you got it right. And
5 I'm happy to answer any more of the issues that the
6 County has raised, but ...

7 THE COURT: No, I think that that answered --
8 my main question there was that there is -- the permit
9 was needed for a winery, not for the accessory uses.

10 MR. DEVORE: Right, and that's different now.
11 There's no question that now, under the current, after
12 the WDO, that that is different.

13 THE COURT: Yeah.

14 MR. DEVORE: But that's why the -- I mean, in
15 their defense, that's why they needed the WDO, right?

16 THE COURT: Right.

17 MR. DOOLEY: But, Your Honor, the issue here,
18 we're not disputing that they can have private tours
19 and tastings as a use --

20 THE COURT: Where do they get that authority
21 then?

22 MR. DOOLEY: That is part of their permit.
23 The use permit says --

24 THE COURT: How?

25 MR. DOOLEY: Through the proposed use, the
26 grant of authority to use the property in the way --

27 THE COURT: It says, no tours and tastings.

28 MR. DOOLEY: It says, no public tours and

1 tastings.

2 THE COURT: It says, no tours, slash, public
3 tastings.

4 MR. DOOLEY: But it says, visitation, one per
5 day, six per week. And that has consistently been
6 interpreted to include private tours and tastings.

7 But, in this instance, the County contends --
8 and consistent with its interpretation of permits for
9 decades -- contends that that use is limited to one
10 per day and six per week.

11 The result of allowing it as an unidentified
12 and unlimited accessory use is to render the analysis
13 that the Planning Commission does in granting the
14 permit useless and un -- and purposeless. It would
15 mean that the permit is just a -- the hearing, the
16 public hearing that is required for a use permit,
17 would be a pointless exercise because it grants them a
18 ticket to do anything they want with the property as
19 long as they can count it as an accessory use. And
20 that simply can't be how -- it renders the zoning code
21 unworkable.

22 MR. DEVORE: No, it doesn't. I mean, there's
23 no -- there's no dispute that a winery can't be an
24 actual nuisance, all right? If someone has 5,000
25 visitors a day and they are clogging the streets, the
26 County can come in and say, you know what, you are an
27 actual nuisance, you are causing problems.

28 But this isn't the claim of an actual

1 nuisance. This is a claim of a legal, technical
2 violation of a permit, and -- yeah, the notion that
3 the County has always interpreted permits this way is
4 just false.

5 I mean, we've asked them to give us examples
6 of other, you know, similar interpretations to
7 permits. You know, we found one from three months
8 before they issued the notice of violations. It's
9 exactly the opposite of the position they are taking
10 here.

11 When Opus One went in for their major
12 modification within our pre-WDO permit that had a
13 supplemental information sheet that says ten visitors
14 a day, the County staff report said, you know, these
15 old permits are vague. And there was no specific
16 request for approval of a visitation loss.

17 So even just a few months before the Notice
18 of Violation here, they reached precisely the opposite
19 conclusion in another case. So I'm not entirely sure
20 what is going on here. I suspect there is some
21 political pressure here.

22 But the notion that this has always been the
23 interpretation and the winery would have known it, is
24 borderline frivolous.

25 MR. DOOLEY: I need to respond to that
26 impugning of my character. However -- or the County's
27 character.

28 MR. DEVORE: I don't intend to impugn your

1 character. It's not personal.

2 MR. DOOLEY: The County responded to their
3 discovery requests regarding these other
4 interpretations as -- with an objection saying that it
5 was overly burdensome.

6 We provided a list of documents -- or a list
7 of other use permits relating to pre-WDO wineries,
8 and -- but the point, to suggest that one case
9 establishes a practice or pattern just defies reason.
10 We have other cases that we can -- we can present that
11 would show the opposite.

12 We think that there were mistakes in that
13 staff report in Opus One. There was also a much more
14 complex permitting history than the defendants would
15 have you believe. There was a use permit in 1988, I
16 believe, but there were other permit modifications
17 subsequent to that that created more complexity to
18 that case than this case has.

19 The notion that the County can only enforce
20 the zoning code if there's an actual nuisance requires
21 that the County allow for harm to come to neighbors,
22 to the public, before it does -- it acts in any way.

23 But the principle of nuisance, per se, is a
24 prophylactic measure, it's intended to prevent harm.
25 Here there has been no harm -- well, I shouldn't say
26 has been no harm. There has been nobody injured at
27 the property. Nobody has, you know, had a cave fall
28 in on them. Nobody has, um, you know, that we know

1 of, has been injured.

2 But the point of nuisance, per se, is to
3 allow the government to prevent those things from
4 happening, and this -- to require the County to wait
5 until it happens would be a grave injustice to the
6 public.

7 MR. DEVORE: Well, I don't disagree with that
8 theory. I mean, clearly, you know, the County is
9 allowed to enforce the permits that are actually
10 issued, but they can't reinterpret the permit that
11 someone has had for 40 years and operating under the
12 expectations that this golden older permit that they
13 had with no specific limitations on visitation, all of
14 a sudden they are limited to one visitor a day and
15 that's a nuisance.

16 You know, businesses can't operate that way.
17 You know, this particular business, you know, is
18 family run. Basically, two individuals running it,
19 you know, not experienced in the winery business.
20 They take the permit to the County. They said, "What
21 are we allowed to do here?"

22 THE COURT: I'm going to interrupt you here
23 just in the interest of time.

24 MR. DEVORE: Go ahead.

25 THE COURT: I'm not feeling particularly
26 persuaded to change my case analysis, but that
27 analysis is not a ruling in and of itself. It's not a
28 ruling on a particular motion.

1 So I propose that we go through the
2 in limines. I will indicate where something could be
3 different if I were to change my analysis. I will go
4 back and take another look at things.

5 It just -- it strikes me just in general that
6 in 1979, the County wasn't concerned that accessory
7 uses would overwhelm things and cause problems and
8 therefore they weren't requiring a permit for those
9 accessory uses. To go back now and interpret these
10 incredibly restrictive restrictions on this permit
11 that were, at a minimum, not very clear doesn't quite
12 seem right, and I recognize that would be a good
13 reason for the WDO to have come into effect.

14 And, regardless, even if I were to change my
15 mind on that interpretation issue, I think you run
16 into a real problem with willfulness when it is this
17 difficult for seven really smart people to try to
18 figure out, so I'm just going to leave you with that.

19 And then let's go through the in limines as
20 best we can, and then we have time before trial that
21 you all can maybe meet and confer again on whether
22 trial is actually necessary.

23 And I did see -- I started making a list of
24 things where I thought we could stipulate to evidence,
25 but, I don't know, I got kind of overwhelmed by
26 everything, so you have some stipulations to evidence
27 already?

28 MR. DOOLEY: Yes.

1 MR. DEVORE: Yeah.

2 MR. DOOLEY: We filed that yesterday, so you
3 may not have gotten it yesterday.

4 THE COURT: I did not see that so, great, I'm
5 glad to hear it. But in the course of going through
6 all of this, if there are more things that jump out
7 that seem like they would lend themselves to a
8 stipulation, I would encourage that.

9 MR. DOOLEY: I have a copy of the stipulated
10 facts if you would like them.

11 THE COURT: I would love that, thank you.
12 I'm sure it's in here, but I would rather have a hard
13 copy right now.

14 MR. DEVORE: On the in limines, I'll jump in
15 first with the defendants and say we appreciate the
16 time the Court has spent to come up with the tentative
17 rulings, and we're willing to submit on the tentative
18 rulings.

19 THE COURT: Okay. Thank you, that
20 streamlines things.

21 So that's with regard to all the in limines?

22 MR. DEVORE: All of them, yes.

23 THE COURT: All right. And then, again, if I
24 were to change my mind on this fundamental issue,
25 which I'm not inclined to do, then that would only, in
26 my mind, have the potential of making more evidence
27 relevant, but I think I deferred on most of those.

28 I will say, I meant to write "defer" rather

1 than "deny" on plaintiff's in limine Number 5, because
2 it's possibly relevant to willfulness. That depends
3 on if there's a violation, and so that should have
4 been "defer" rather than "deny."

5 Okay. So I will hear from plaintiffs.

6 MS. BAGLEY: All right. Moving to --

7 MR. DOOLEY: Hold on.

8 (Counsel adjusts microphone.)

9 MS. BAGLEY: I'm sorry. How's that?

10 THE COURT: Yes.

11 MS. BAGLEY: All right. Moving to
12 plaintiff's motion in limine Number 2, Subsection (b),
13 winery use prior -- or winery use from 1996 to 2002,
14 our issue with this information is that it lacks
15 foundation. It's clearly hearsay.

16 One of -- there was a statement from a
17 Mr. Joe Lewis, who is now deceased. We had no way to
18 cross-examine him or elicit further information from
19 him. The big issue here is, however the winery was
20 used before the defendants bought it does not
21 demonstrate that the use was legal and it does not
22 create an entitlement, the actual use of the property
23 creates no entitlement, so in our perspective it's
24 really not relevant.

25 THE COURT: I agree with the two things you
26 said. It doesn't make it legal. However, if it --
27 the way I'm looking at it is, if you buy something
28 that has been used a certain way and there's never

1 been any concerns, coupled with, for example, asking
2 somebody, albeit maybe just a counter clerk, or what
3 have you, at the County office, indicating that they
4 have a golden permit, you couple all of that
5 information together, it could be relevant. Minimal
6 relevance, but that's the way I'm looking at it.

7 MS. BAGLEY: Okay. Our concern is that we
8 don't -- we don't know the truthfulness of this
9 information in that the seller, you know, no impart to
10 his character, but may have made representations that
11 were not true. We have no way of proving that.

12 THE COURT: Sure. You want to respond to
13 that? And so the main person who would testify is not
14 alive anymore?

15 MR. DEVORE: I'm not sure which statement you
16 are referring to.

17 MS. BAGLEY: Well, I don't know because we
18 haven't had a full discussion of, you know, what the
19 Bremers were told. But if we're talking about the
20 prior use of the property, there may be statements
21 from what Mr. Clark, the seller, had said as to how
22 the property was used.

23 MR. DEVORE: Well, I think the right thing to
24 do would be to wait until trial, when it comes up, and
25 if you want to object to it at the time -- because I
26 don't know exactly which statement you are referring
27 to.

28 With regard to the Joe Lewis statement which

1 you referenced, yeah, Joe Lewis passed away,
2 unfortunately. He did issue a statement, as part of
3 the permit application process, setting out, you know,
4 what was going on in the late '90s.

5 But, you know, I think the evidence will show
6 that that statement reflects the defendants'
7 understanding of what was going on at the winery, that
8 that statement was --

9 THE COURT: Well, I suppose in a --

10 MR. DEVORE: It depends on willfulness.

11 THE COURT: -- sense --

12 (Simultaneous discussion; reporter
13 interruption.)

14 THE COURT: -- it's not offered for the truth
15 of the matter but rather for the effect it had.

16 MR. DEVORE: Exactly.

17 THE COURT: In which case, I could allow it
18 for that purpose, just for the effect on defendants as
19 opposed to the truth.

20 MR. DEVORE: Yeah. I mean, Joe Lewis is
21 dead. We would agree that, you know, his statement is
22 not admissible for the truth of the matter.

23 But, clearly, what the defendants thought was
24 going on at the time they bought the winery is highly
25 relevant to their state of mind.

26 THE COURT: So I think regardless, because
27 it's not just Joe Lewis's information, I presume,
28 probably we do need to defer, but there's my

1 indication that I wouldn't allow this information in
2 from this person, who is now passed away, to be
3 offered for truth of what was asserted.

4 MS. BAGLEY: Certainly. And I just think
5 that the County would request that the defendants lay
6 a proper foundation before that information is
7 entered, simply because we don't -- we don't know what
8 it's based upon.

9 THE COURT: Sure. Okay. So we'll continue
10 with the deferred ruling on that.

11 MS. BAGLEY: Then moving to Subsection (c).

12 THE COURT: Give me just one minute.

13 MS. BAGLEY: Sure.

14 THE COURT: Okay. Moving on to (c), you say?

15 MS. BAGLEY: Subsection (c), the draft code
16 compliance policy. This document is not a policy. It
17 was never adopted. It's in draft form, floating out
18 currently in the ether, and it simply just results in
19 confusion. It's nothing because it hasn't been
20 enacted.

21 THE COURT: Is it even something that the
22 defendants were aware of before -- during the period
23 that willfulness is an issue?

24 MR. DEVORE: No. I think it goes more to the
25 County's pattern of interpreting these permits and
26 what the County's formal position has been on these
27 old permits, that they are vague, they need
28 interpretation.

1 THE COURT: So then I think I would change my
2 tentative here, which would be that it's not relevant
3 to willfulness, but I would still defer that it could
4 be relevant if the Court finds that the permit is
5 ambiguous and it's going to look at extrinsic
6 evidence.

7 MR. DEVORE: It is certainly relevant to both
8 willfulness and just the general County's credibility
9 in interpretation of permits.

10 THE COURT: Well, that's what I was asking,
11 is if the defendants weren't aware of this document,
12 then I don't think it's relevant to their willfulness.

13 MR. DEVORE: Well, I think it's relevant to
14 their willfulness to the extent that it shows that the
15 County knows that these old permits don't have limits
16 on them, so I think that it would suggest that the
17 defendants' knowledge is -- and their, you know,
18 supposed willfulness was reasonable.

19 THE COURT: Understood. So I'm going to
20 defer regardless.

21 I don't know if you want to respond.

22 MS. BAGLEY: I do.

23 Again, this is a draft document, and
24 willfulness is -- goes to the defendants' state of
25 mind, not the County's.

26 MR. DEVORE: But when you say -- just let me
27 ask for clarification. When you say this is a draft
28 document, are you -- what exactly are you talking

1 about? Are you talking about the proposed ordinance,
2 or are you talking about this --
3 THE COURT: It's the letter C draft --
4 MR. DEVORE: Yeah. Well --
5 MS. BAGLEY: -- of the proposed --
6 MS. BAGLEY: And it's --
7 (Simultaneous discussion; reporter
8 interruption.)
9 MR. DEVORE: Because the draft ordinance goes
10 along with a report to the Board.
11 THE COURT: Mm-hmm.
12 MR. DEVORE: And so the -- there's a board
13 agenda letter from Planning Director Morrison that
14 goes along with the proposed ordinance, and
15 the -- it's pretty telling. It basically says that
16 these old permits are vague.
17 So, you know, it's exhibit -- we marked it as
18 Exhibit 2126.
19 2127 attaches the proposed ordinance. I
20 think the proposed ordinance itself isn't really the
21 key part of the document, it's really the letter from
22 Mr. Morrison to the Board of Supervisors.
23 MR. BALTER: Who is going to be a witness.
24 MR. DEVORE: And we assume they will show up.
25 THE COURT: So I intend to flip-flop back
26 where I was, then, that the evidence that shows that
27 the scope of the permit was vague, and that would
28 include the County's own interpretations, whether

1 formally adopted or not, I think, would go to show
2 vagueness for purposes of determining defendants'
3 willfulness.

4 MS. BAGLEY: It also goes to the scope of the
5 use permit --

6 THE COURT: Sure.

7 MS. BAGLEY: -- and considering the
8 application and then information --

9 THE COURT: If I'm going to find that there's
10 an ambiguity that allows me to look outside of the
11 document itself. So the bottom line is defer.

12 But even if I say that the permit's not
13 ambiguous, I'm sticking with what I originally had
14 here, which is that it probably has some relevance to
15 willfulness, okay?

16 MS. BAGLEY: Okay. Moving on to Number 3,
17 unless defendants have something else?

18 MR. DEVORE: No.

19 MS. BAGLEY: Plaintiff's motion in limine
20 Number 3, conversations with County employees.

21 I just wanted some clarification in regard to
22 the Court's analysis of Evidence Code Section 1222,
23 because the statement says, "Admission by party
24 opponent regardless of her authorization."

25 Ms. Gardener Gamble (phonetic) is not an
26 agent of the County. She was a counter clerk and had
27 no authority to bind the County.

28 THE COURT: What about ostensible authority?

1 MS. BAGLEY: What she -- Number 1, she denies
2 making the statements; but Number 2 --

3 MR. DEVORE: No, she doesn't.

4 MS. BAGLEY: -- the statements that are
5 attributed to her, she had no authority to make. That
6 statement would have to come from the planning
7 director or someone higher up.

8 THE COURT: So this is one of the ones that I
9 was looking at late on Saturday night, when my eyes
10 were starting to glaze over. But, in my mind, it felt
11 like that even if someone doesn't have actual
12 authority, if you can show ostensible authority that
13 the person receiving the information reasonably would
14 have believed that that person had the authority to
15 say it, then I think it could still qualify as a
16 hearsay exception.

17 But without even going there, again, if we're
18 not offering it for -- and I haven't decided that she
19 actually made those statements. I'm guessing she
20 doesn't remember. So that's kind of a tricky issue.

21 But what she said would not be offered for
22 the truth of what she allegedly said. It would be
23 being offered for its effect on defendants, so it's
24 not hearsay, so we don't even get to that hearsay
25 exception.

26 But if you think, as we're going through
27 that, you think that that hearsay exception is going
28 to come into play, I would look into that issue of

1 ostensible authority as a hearsay exception.

2 So I'm going to continue to defer for all
3 those reasons, but I will make a note of your problem
4 with my analysis there.

5 MS. BAGLEY: Thank you.

6 I think that evidence will show that there
7 was no reasonableness, but we'd have to get there
8 first.

9 THE COURT: Yes, thank you.

10 MR. DEVORE: Let me just clarify the record.

11 The witness did not deny that she made this
12 statement. She failed to recall making them or not is
13 very clear.

14 THE COURT: I understand. Still makes it a
15 little ...

16 MR. DEVORE: Yeah. Well, my clients remember
17 it vividly.

18 THE COURT: Just makes a little ethereal to
19 try to analyze it, but ...

20 MR. DEVORE: Yeah.

21 THE COURT: Okay.

22 MR. DOOLEY: Your Honor, the next we would
23 like to address the motion in limine Number 5. This
24 is the introduction of a 1988 memorandum from the
25 planning director at the time.

26 You had indicated the inclination to defer
27 based on the possibility of relevance to the
28 willfulness. Again, there's no evidence anywhere that

1 the defendants knew of this until they were
2 represented by counsel after the proceedings.

3 THE COURT: This is the same analysis as
4 Number 2(c), which I almost changed my mind on. If
5 the defendants didn't know, how could it affect the
6 issue of willfulness?

7 But then I flip-flopped back because any
8 evidence that would tend to show that it was vague to
9 a reasonable person, I think, would be relevant, would
10 have some relevance to whether there was willfulness
11 on the part of defendants.

12 MR. DOOLEY: But, again, I go back to the
13 distinction between the -- whether private tours and
14 tastings are allowed versus how many private tours or
15 tastings are allowed.

16 This has no basis in the determination of the
17 latter. It only relates to the former, which is not
18 in dispute. There's -- the parties don't dispute that
19 private tours and tastings are allowed, it's simply
20 the number, and this memorandum has no bearing on the
21 entitlements granted to -- in the 1979 permit.

22 THE COURT: You want to respond?

23 MR. DEVORE: I'm not sure I understand that.

24 THE COURT: I know. I don't think I do
25 either.

26 So I agree that it wouldn't be relevant to
27 interpretation of the permit. Well, I guess if I felt
28 the permit was ambiguous and this addresses the number

1 of tours and tastings, then it would be.

2 MR. DEVORE: Well, it does. I mean, what
3 the -- what the memo -- and it's not just a memo, it's
4 a formal Planning Commission policy. They adopted it.

5 But Jeff Redding -- who was the planning
6 director at the time in the lead-up to the WDO, when a
7 lot of pre-WDO wineries are concerned about what their
8 old permits are going to allow or not, whether they
9 are going to have to get a new one, writes a memo
10 saying: If you have this "no public tours or
11 tastings" condition in your permit, which a lot of
12 wineries did, it doesn't mean you can't have private
13 tours and tastings by appointment and you're already
14 entitled to that.

15 And that's not a specific grant of
16 entitlement. It's just the planning director saying
17 that what these permits already mean is that you can
18 do these things because they were allowed as accessory
19 uses at the time.

20 So it kind of circles back to the prior
21 discussions, but ...

22 MR. DOOLEY: If I --

23 MR. DEVORE: And it's relevant here because
24 the understanding that a winery like this, with this
25 whole permit thing to conduct private tours and
26 tastings without getting another permit to do so, is
27 relevant to the interpretation not just of the permit
28 but the defendants' willfulness.

1 And to be clear, that County has admitted in
2 its written discovery responses that this information
3 was conveyed to the defendants by Ms. Gamble, so
4 that's --

5 MR. DOOLEY: Again, the County has never
6 disputed that they are allowed to conduct private
7 tours or tastings. The dispute is not that fact. The
8 dispute is how many the permit allows to visit the
9 property for private tours or tastings. This memo has
10 zero relevance to how many the defendants in this case
11 are allowed to have by their permit.

12 Also, it doesn't at all mention the concept
13 of accessory use in this memorandum. He's -- the
14 planning director does not mention that tours and
15 tastings are accessory. It simply says that the
16 conditions of approval in permits that says "no public
17 tours or tastings" does not limit private tours or
18 tastings, but that doesn't follow that there's no
19 limit on private tours or tastings.

20 THE COURT: Okay. I think it probably is
21 going to have some relevance in at least one way, if
22 not more, and so I'm going to continue to defer on
23 that one. Thank you.

24 MR. DOOLEY: The next one that the plaintiffs
25 would like to discuss is motion in limine Number 7
26 relating to the use permit file.

27 Your Honor had mentioned the issue of
28 ambiguity and whether the Court can look outside of

1 the document itself. The question on this one is
2 really, what is the document itself? And I think the
3 defendants have attempted to limit it to the approval
4 letter and conditions of approval, but there's no
5 basis -- they have no legal basis for limiting it so.

6 In fact, the County maintains these documents
7 in a manner that shows what the approval was, and that
8 is the 14-page document that we attached to the motion
9 in limine.

10 I understand your -- the Court's analysis in
11 this, but I think it's important to look at this
12 packet as a single package, because it constitutes
13 what the permit is.

14 THE COURT: Was it -- when the permit was
15 given, do we know, was it given with all of this as
16 one document?

17 MR. DOOLEY: This package was provided to the
18 defendants.

19 THE COURT: No, I'm sorry, in 1979, when they
20 said, here's your permit, was it a permit that
21 attached the application and the application's
22 attachments, or was it just a permit?

23 MR. DOOLEY: It didn't attach the full
24 panoply of application materials.

25 THE COURT: Why wouldn't they do that now?

26 MR. DOOLEY: No, I'm sorry. I need to
27 clarify. It didn't attach the full panoply of
28 application materials.

1 When the -- I'm not clear on the answer to
2 your question.

3 MR. DEVORE: Well, no witness has testified
4 that that happened, so -- and they didn't produce it
5 this way. I mean, ultimately, how are we supposed to
6 know that they've got this 14-page document in their
7 file --

8 THE COURT: I think the --

9 MR. DEVORE: -- when they give us six
10 different documents?

11 THE COURT: The bottom line is, is that you
12 have the permit, you have the application and the
13 application attachments. They are different things
14 and, I think, should be presented separately.

15 And whether I decide that the permit should
16 be -- should factor in, you know, that application
17 document's not -- it's not decided by whether they are
18 separate exhibits. It's --

19 MR. DEVORE: Sure.

20 THE COURT: -- just its own issue.

21 MR. DOOLEY: And that's --

22 THE COURT: So I want you to feel assured --

23 MR. DOOLEY: No.

24 THE COURT: -- that I'm not going to say, oh,
25 they are separate exhibits, therefore I don't consider
26 them together.

27 MR. DOOLEY: That's fine. And I don't want
28 to re-argue the prior discussion, so I think we're

1 fine with that.

2 THE COURT: Yeah, so the fact that I'm asking
3 that they be separate exhibits has zero bearing on
4 whether I decide that the application documents should
5 be used for context with the permission -- with the
6 permit, so zero bearing on that.

7 MR. DOOLEY: Sure.

8 And then the last of the plaintiff's motions
9 that we want to look at, we do have a couple of the
10 defendants', but the last of the plaintiff's is
11 Number 9 regarding the Opus One document.

12 One -- you know, I made this point earlier,
13 that this is a single point indicating no direction.
14 It doesn't show a consistent policy by the County. In
15 fact, other documents would show contrary
16 interpretations to this one. It doesn't have any --
17 there's no basis for the Court to determine whether
18 this is aberrant or indicative of pattern.

19 The problem with introducing this and
20 allowing this is that it requires analysis of the
21 specific permit history of property that's wholly
22 irrelevant to this case. It also opens the door to
23 analysis of many other properties that are irrelevant
24 to this case that have separate and distinct permit
25 histories, that have separate and distinct analyses
26 and staff reports.

27 This becomes -- I mean, this, in itself,
28 could be a full day's worth of trial just to analyze

1 the import of this case.

2 THE COURT: And I, you know, ultimately, I
3 may deny this under 352 for that reason, that it just
4 doesn't have enough probative value to make it
5 worthwhile to look into all of that.

6 But that -- but I do want to defer on it for
7 the reason that, again, evidence that supports the
8 notion that, at a minimum, this permit was vague and
9 could reasonably be interpreted in the manner
10 defendants interpreted it I think just goes to
11 willfulness. It may be cumulative.

12 Honestly, if it's going to take up that much
13 time, I think there's a lot of evidence showing -- at
14 least tending to show that these permit documents were
15 vague, so we may not need to go there. But I do think
16 that there is some relevance to willfulness. I'm
17 going to defer, with the possibility of denying under
18 352 ultimately.

19 MR. DOOLEY: So, that's understood. I think
20 that if it does get allowed in, I think it opens the
21 door to us being able to produce and introduce --

22 THE COURT: Sure.

23 MR. DOOLEY: -- other evidence of other
24 interpretations.

25 THE COURT: Sure. I agree with that. I'm
26 not going to -- we may disagree, but we don't need to
27 get into it because I have the feeling that we're not
28 going to go there at all, ultimately. I just want to

1 defer and see how things play out.

2 MS. BAGLEY: Moving on to our opposition to
3 defendants' motion in limine Number 1.

4 But I wanted to check in and make sure the
5 court reporter was okay?

6 THE REPORTER: I'm fine, thank you.

7 THE COURT: Thank you. I forget to do that
8 because I can't see her.

9 MS. BAGLEY: So many mouths.

10 All right. This was a motion to exclude an
11 unproduced formal -- any evidence of a formal policy
12 by the County.

13 I just wanted to educate the Court that while
14 there's no written policy, that's why no written
15 policy was produced, that the County, in reviewing use
16 permits and use permit applications, follows the law
17 and on a case-by-case basis. So that is a policy, and
18 that shouldn't be excluded. They are required to
19 follow the law, and that's what they do. That's their
20 policy.

21 THE COURT: Okay. If that's --

22 MR. DEVORE: I think the point of the motion
23 is that you didn't produce any written policy about
24 how you interpret these things, and their answer is,
25 we don't have a written policy. So I think --

26 THE COURT: So then you are asking that they
27 be --

28 MR. DEVORE: I think the motion should be

1 granted to exclude any written policy they do agree
2 that doesn't exist.

3 MS. BAGLEY: And we don't have it. We don't
4 have a written policy.

5 THE COURT: Okay. So then I think this can
6 be switched to grant, because if there was no written
7 policy produced in response to a discovery request,
8 then there shouldn't be one produced at trial. But it
9 sounds like there isn't one anyway, so we will grant
10 Number 1.

11 MS. BAGLEY: Thank you, Your Honor.

12 THE COURT: Thank you.

13 MR. DOOLEY: The next one is regards to
14 motion in limine Number 3. The Court seems to impose
15 a requirement on the County that's outside of the
16 Civil Discovery Act.

17 And if I might direct the Court to
18 specific -- the specific requests that were made and
19 responded to by the County.

20 THE COURT: Mm-hmm.

21 MR. DOOLEY: I should say at first, there was
22 never any discovery request asking for evidence of
23 harm in any context. The written discovery requests,
24 which are attached to the declaration of the -- in the
25 defendants' motion, relate specifically to --
26 Number 61 says:

27 "State all facts supporting your
28 contention that the aforesaid

1 public nuisance will cause
2 irreparable injuries to the
3 community and the public at
4 large."

5 The County responded by stating that this is
6 a legal contention, that it -- the Napa County code
7 declares that violation is a nuisance and, therefore,
8 causes irreparable injury and that there's no factual
9 contention.

10 The same issue was raised with their
11 Number 81, which states:

12 "State all facts supporting your
13 contention that the County has
14 suffered and will continue to
15 suffer irreparable injury as a
16 direct and proximal result of
17 the activity."

18 Again, this is a legal contention and the
19 doctrine of nuisance, per se, incorporates that in the
20 findings of the legislative body that enacted the
21 code.

22 The issue that the defendants are trying to
23 address here -- oh, there's actually a third point in
24 this. They cite to testimony in a deposition related
25 to -- in their view, related to this issue, but that
26 was specifically related to the County's answer to
27 interrogatory 9.1, which seeks other damages. The
28 County is not seeking any damages in this case, and

1 the witness's responses reflect that.

2 If, however, the County -- or the defendants
3 are arguing that -- the question, you don't know of
4 any damages caused by the defendants' conduct, if they
5 believe that that relates to the concept of harm as it
6 relates to civil penalties, for which there was never
7 any discovery questions, then this would be outside
8 the scope of the witness's designation.

9 She was designated to respond to questions
10 related to the County's responses to discovery, and
11 none of the discovery related to this issue.

12 THE COURT: What is the evidence that you
13 would be wanting to present to show harm for purposes
14 of civil penalties?

15 MR. DOOLEY: We have the testimony of
16 neighbors who have experienced impacts from activities
17 at the property, that that's harm to the community.
18 There's conceptual matters that are more argument
19 rather than evidence but related to the public's due
20 process right to have a hearing on a proposed use of
21 the property.

22 THE COURT: Do you agree -- I might go the
23 other way on this one.

24 Do you agree that it's just those three,
25 Number 61, Number 81, and Interrog 9.1 that
26 potentially asked for evidence of harm or facts?

27 MR. DEVORE: I think there was one other
28 interrogatory, actually. But there -- the point of

1 the interrogatory is state the facts supporting your
2 contention that the County has suffered irreparable
3 injury.

4 You know, that's not asking for a legal
5 argument. I mean, they responded with the legalese,
6 you know, we're not going to answer you. But we
7 asked, you know, what are the facts saying that anyone
8 has been injured by the allegations?

9 THE COURT: But did any of your requests say
10 "facts that anyone has been injured," as opposed to
11 Number 81 said that the County suffered injury ...

12 MR. DEVORE: Yes. Well, yes, because
13 Number 61 says:

14 "State all facts supporting your
15 contention the aforesaid public
16 nuisance will cause irreparable
17 injury to the community and the
18 public at large."

19 MR. BALTER: As alleged in paragraph 35 of
20 your Complaint.

21 MR. DEVORE: Right.

22 So, you know, the neighbors are, I would
23 assume, the community and the public at large, and
24 they declined to give us any evidence. Here we asked
25 for the facts, and they say we don't need to give you
26 any evidence.

27 THE COURT: So "supporting nuisance as
28 alleged," is that a nuisance, per se, allegation?

1 MR. DEVORE: Well, they claim it's a
2 nuisance, per se, yeah. But if they want to say that
3 it's an actual nuisance that people are bothered by
4 it, then they've got to disclose who the -- they
5 didn't disclose any of these witnesses, for one. They
6 didn't list them as people knowledgeable of the claims
7 or defenses or witnesses to the incident, and they
8 didn't want to tell us who was injured or what the
9 injury was.

10 You know, that was their choice to say, you
11 know, we're just saying that this is a legal public
12 nuisance, we're not saying that it's an actual
13 nuisance that actually injured anybody.

14 Now, they can put in there -- I'm not saying
15 they can't put in there the legal argument that this
16 is a -- you know, a legal nuisance and, therefore, you
17 know, that the County has a legal interest in this;
18 but as far as the facts, we asked for the facts saying
19 that the community was bothered and they declined to
20 provide that.

21 THE COURT: So your questions, perhaps, were
22 not framed in a way to elicit the response regarding
23 this harm for purposes of penalties, and so you were
24 able to answer in probably an accurate way,
25 technically. And so what we're left with is, because
26 of sort of just verbiage here, either I preclude you
27 from presenting evidence or I preclude them from
28 having a chance to look into that evidence, so either

1 way doesn't feel great to me.

2 MR. DOOLEY: Well --

3 MR. DEVORE: Let me -- sorry.

4 THE COURT: Let me hear from him and then I
5 will let you have the final word.

6 MR. DEVORE: Because the harm here that they
7 are saying is in the civil penalty provision, that's
8 just part B of, you know, part A, which is the
9 nuisance provision that says, you know, if there's a
10 nuisance and there's harm, the County can take action;
11 so, you know, that it's derivative of what is the harm
12 caused by the nuisance? It's not a separate issue.

13 THE COURT: Mm-hmm. Okay.

14 MR. DOOLEY: That parses out the concept of
15 nuisance, per se, beyond what the law provides, which
16 is that the County doesn't need to show harm in order
17 to have a nuisance.

18 THE COURT: Right, but as part of that
19 allegation, if you want to ask for penalties and you
20 want the Court to consider harm and you, indeed, are
21 planning to present evidence of harm, don't you think
22 the discovery request would have encompassed that,
23 although maybe not worded technically accurately.

24 MR. DOOLEY: I don't believe they encompassed
25 that. They went to specific allegations in the
26 complaint that were formula allegations. They were
27 required for -- you know, to meet the nature of it.

28 The other point to that is they didn't ever

1 serve any supplemental discovery. This was discovery
2 that was served in December -- in November of 2017 and
3 with responses in January. There was no supplemental
4 discovery.

5 THE COURT: So the evidence that you are
6 wanting to present --

7 MR. DOOLEY: Was discovered later.

8 THE COURT: Was later.

9 MR. DEVORE: And that, I know, is not true
10 because the emails with Kelley Anderson, between
11 counsel and Kelley Anderson, are from March of 2017.

12 THE COURT: She is a neighbor?

13 MR. DEVORE: She's a nosey --

14 MR. DOOLEY: That relates to --

15 (Simultaneous discussion; reporter
16 interruption.)

17 MR. DOOLEY: Sorry. That relates to an
18 unrelated code enforcement matter on the ECP. We
19 didn't have any indication that she was interested in
20 this case until later.

21 MR. DEVORE: She emailed David Morrison in
22 October of 2016 about it, so ...

23 THE COURT: I -- you know, I'm a little on
24 the fence on this one and -- and so I think I'm going
25 to defer, not because it depends on anything else but
26 only just because I would like to think about it a
27 little bit more. So we'll keep it as a defer -- or
28 actually, I said "grant," so I'm going to change it to

1 "defer." Okay.

2 MR. DOOLEY: So then the last one we would
3 like to address is motion in limine Number 6 regarding
4 evidence of the 1979 Planning Commission's intent.

5 I just want to be clear about the scope of
6 the requests from the defendants, which is to exclude
7 any testimony or evidence relating to the intent of
8 the Planning Commission.

9 The findings of fact that the Planning
10 Commission adopted are an expression of the intent of
11 the Planning Commission. This would preclude
12 discussion of the findings.

13 MR. DEVORE: Let me just --

14 MR. DOOLEY: The condition --

15 MR. DEVORE: I can clarify that if you want
16 because, I agree, the motion probably wasn't as clear
17 as it could have been.

18 The idea was just to say that, you know,
19 nobody at the County now was there in 1979, so they
20 can't testify purporting what the County Planning
21 Commission intended to do, based on, you know, some
22 sort of organizational knowledge. That was as far as
23 it -- so it's not -- it wasn't intended to exclude the
24 findings or anything like that.

25 THE COURT: So can we just change it, exclude
26 it as testimony regarding '79 Planning Commission's
27 intent?

28 MR. DOOLEY: Well, I think, again, we need to

1 talk about the difference between intent and motive,
2 motive of individual Planning Commissioners versus the
3 expressed intent of a quasi judicial body.

4 The testimony can't say what, you know, the
5 Chair of the Commission, Judge Snowden, said if he --
6 because they weren't in his head and it's irrelevant
7 what the motives of what an individual commissioner
8 was.

9 The only really relevant expression of the
10 intent of the Commission is the findings, and that,
11 you know, it's impossible to discuss this case without
12 the findings of the Commission.

13 THE COURT: Yeah. So I don't think we were
14 in disagreement. It just is probably the way we
15 worded it in terms of what it is we're excluding.

16 The way I interpreted the in limine was, you
17 know, if we were doing legislative history, we might
18 look at the assembly notes or whatnot to look for
19 legislative intent. That's kind of what I got from
20 this, is if there's something out there that would
21 evidence the drafter's intent in this ordinance and so
22 forth, that we wouldn't be looking at that.

23 And I said "grant" because I -- assuming that
24 I find there's no ambiguity there.

25 And let me look again at the in limines
26 to ...

27 MR. DOOLEY: But I also think that one
28 concern here is that there aren't current county

1 employees who were around in 1979, but there are
2 witnesses who were around in 1979.

3 And, you know, to the extent that this order
4 would preclude them from discussing their item --
5 matters within their own personal knowledge, that,
6 again, I think, it goes beyond.

7 THE COURT: So it says there's been no
8 deposition testimony from any -- and it does seem, the
9 motion does seem to be limited to testimony, now that
10 I'm looking at it again, and it says: "There's been
11 no" -- nor were any 1979 Planning Commission members
12 disclosed in plaintiff's discovery responses as
13 persons with knowledge of relevant facts.

14 MR. DOOLEY: Again, this is a -- we have
15 identified in our witness list Judge Snowden, who was
16 a member of the Planning Commission at the time.

17 MR. DEVORE: And if you are suggesting that
18 you didn't know that Judge Snowden, who is -- it's
19 literally the first word from the first exhibit that
20 you produced, that he was a person that might have
21 knowledge when you answered your initial discovery
22 responses, then it must have been not submitted in
23 good faith.

24 MR. DOOLEY: It also means that they knew
25 about them, too, and this issue -- this issue came --
26 this issue came as a surprise of when we were seeking
27 mediation, we were trying to decide on a mediator.
28 Both parties thought, what about Judge Snowden? And

1 then the defendants informed us of Judge Snowden's
2 connection to this case, so ...

3 MR. DEVORE: I don't know how we had to
4 inform them of that. It's -- literally the first
5 words on the permit is "Scott Snowden," so --

6 MR. DOOLEY: Regardless, I think this motion
7 in limine is the testimony of witnesses without
8 personal knowledge. The Evidence Code covers that. I
9 don't think this motion in limine is necessary.

10 THE COURT: Okay. So they asked you to
11 disclose persons with knowledge of relevant facts.
12 You did not disclose Judge Snowden.

13 MR. DOOLEY: Yeah.

14 THE COURT: You would have known that he was
15 a person with knowledge.

16 MR. DEVORE: Well, we were certainly aware
17 that he was involved. We're not going to go subpoena
18 a retired judge if they are not going to list him as a
19 person with knowledge.

20 THE COURT: Okay, but -- so I'm just kind of
21 looking at the prejudice to you. So then they decide
22 to use him as a witness, put him on the witness list.

23 MR. DEVORE: Without previously disclosing it
24 in their discovery responses he's somebody with
25 knowledge that they might rely on.

26 THE COURT: Yeah.

27 MR. DOOLEY: Your Honor, again, the fact that
28 an individual planning commissioner, their motives and

1 intentions are not relevant to the decision. Judge
2 Snowden does have information about the history and
3 the industry at the time and that's ...

4 THE COURT: Well, I think I would not be
5 allowing his testimony on the ground that I am likely
6 to find there's not an ambiguity that we need to be
7 listening to his recollection of intentions regarding
8 these ordinances, but I'm going to go ahead and defer.
9 I will change it to a deferral and see how this plays
10 out.

11 Okay. And then you were okay with all the
12 rest because the rest were denied.

13 MR. DOOLEY: Yeah.

14 THE COURT: Okay. So we have a trial date.
15 Are we good with keeping that date?

16 MR. DEVORE: We want to talk about the motion
17 to amend the complaint.

18 THE COURT: Oh, yeah. I have some ex partes
19 coming shortly, but yes.

20 So you're okay with the -- you don't need to
21 be heard on motion to exclude for sanctions,
22 defendants' motion?

23 MR. DEVORE: I mean, as long as the Court is
24 of the view that this document is not going to be
25 offered as one single exhibit, then we're okay with
26 that.

27 THE COURT: Okay. And I feel strongly on
28 that one.

1 MR. DEVORE: So do we.

2 THE COURT: Okay. So, yeah, let me hear --

3 (Brief discussion held off record on an
4 unrelated matter.)

5 THE COURT: Okay. Really quickly, because I
6 have -- I have an ex parte to deal with, too. I'm
7 going to turn to defendant, and tell me what --
8 really, what difference does it make to you?

9 MR. DEVORE: Well, I think that that's really
10 the question, actually, is if we're not going to be
11 precluded from putting on the evidence of the County's
12 misconduct and Linda St. Claire's incompetence in
13 putting out false winery volume production numbers,
14 tell me, can we still put that evidence in? I mean,
15 we've been prejudiced. We've spent a lot of time
16 defending this within our trial brief. They could
17 have withdrawn it before.

18 THE COURT: And so they can withdraw it --

19 MR. DEVORE: Yeah, in the grand scheme of
20 things, are we going to be majorly prejudiced by it,
21 no. But I think it will -- it's got to stay in
22 consideration as to who is the prevailing party in
23 this matter.

24 Because, you know, it goes to what are the
25 major issues? All right, the major issue is -- the
26 biggest issue, I mean, if you look at the newspaper
27 stories about this case, issue Number 1 is, you know,
28 alleged overproducers, all right, that's a black mark.

1 THE COURT: Oh, I understand all of that, but
2 I guess what I am getting at is, more specifically
3 so --
4 MR. DEVORE: Right.
5 THE COURT: -- if I deny the motion and they
6 simply don't pursue the claim, then I have to rule on
7 it and find defendant to be prevailing party and then
8 there's a potential for attorney fees, or is it more
9 of --
10 MR. DEVORE: That's correct.
11 THE COURT: -- a reputational --
12 MR. DEVORE: Well, it's both.
13 THE COURT: Okay. But there's attorney fees
14 on the line.
15 MR. DEVORE: There -- yeah. The question's
16 who is going to be the prevailing party here, yes.
17 THE COURT: Oh, my gosh.
18 MR. DOOLEY: Well, if that --
19 MR. DEVORE: Well, for the case as a whole,
20 not --
21 MR. DOOLEY: Yes.
22 MR. DEVORE: It's not on that specific point
23 but the case as a whole, who is going to be the, you
24 know, prevailing party in the big picture, we believe,
25 is strongly influenced by the defendants prevailing on
26 this claim.
27 MR. DOOLEY: But, Your Honor, that is one of
28 numerous alleged violations of the use permit. It's

1 not -- we could be the prevailing party without
2 proving that because there are six others. There's
3 also building code and conservation code regulations
4 that have nothing to do with the wine production
5 element. This is a factor, a fact. Um, it's not the
6 sole basis for the County's claim.

7 MR. DEVORE: Right.

8 THE COURT: And defendants have actually
9 conceded some violations, so I don't know -- I haven't
10 really thought out, okay, if defendants are conceding
11 these violations but then plaintiffs lose on some of
12 the other ones, how is prevailing party determined?

13 MR. DEVORE: Yeah, we'll have to brief that,
14 I suppose. But clearly for the -- from the
15 defendants' standpoint, they are -- right, there are a
16 couple of minor issues here, but nobody is going to go
17 to trial over plumbing to a sink.

18 THE COURT: Yeah. What if I -- on this
19 motion for leave to amend, what if I deferred with the
20 idea that if I ultimately grant it, it could be a
21 grant nunc pro tunc to -- before the start of trial.

22 MR. DOOLEY: Your Honor, I'm kind of unsure
23 why allowing us to amend it is -- has any bearing. I
24 mean, parties withdraw claims at the start of trial
25 all the time. And this isn't withdrawing a claim,
26 it's withdrawing one specific allegation, keeping it
27 in, you know, seems to me as an effort to, you know,
28 force the County to try to prove something it doesn't

1 want to.

2 And this is something we have discussed with
3 the plaintiffs and -- or defendants in other contexts.
4 We tried to stipulate to it and other stipulated
5 facts. They refused to stipulate to it, and so the
6 motion was brought as a result of that.

7 THE COURT: Yeah, I guess that's my question.
8 I'm just not understanding, if it stays in, if I deny
9 your motion and it stays in but you don't pursue it,
10 how is that really different from allowing you to
11 formally erase the allegations?

12 MR. DOOLEY: And we also have a stipulated
13 fact that the County is acknowledging that it is not
14 pursuing that, so ...

15 THE COURT: So the reason my -- I tend to say
16 either allow it or it's just not necessary, I just
17 don't fully understand the implications of it, and
18 that's why I am leaning toward deferring on it because
19 it could really go either way.

20 You either change -- you either take this out
21 of the formal complaint, or you don't pursue it and we
22 have a stipulation about it. I don't understand how
23 that's going to be different in the end, and I think
24 the answer is we don't really know. But I would
25 rather wait and know that because that is -- kind of
26 weighs into a motion to amend.

27 You're looking at a -- fairness and, you
28 know, you could have done it a while back and you

1 didn't, so are defendants prejudiced by virtue of that
2 delay? I just don't know.

3 So does anybody have concerns about me
4 deferring with the concept of nunc pro tunc grant if I
5 were to decide that that's the appropriate thing to
6 do?

7 MR. DEVORE: That's fine with me.

8 MR. DOOLEY: Yeah, I mean, we -- we would ask
9 that it be granted now, but if you are inclined not
10 to, then I mean --

11 THE COURT: I just want to know -- I want to
12 understand the implications of it before I decide
13 what's right, so okay.

14 So I will have the minute order reflect that
15 I am going to defer on that, that a grant would be
16 nunc pro tunc to today, okay, and then --

17 MR. BALTER: Judge, one point of
18 clarification that I think will be helpful for all
19 parties, your draft ruling says "Do not disseminate,"
20 can we discuss this with our clients, please?

21 THE COURT: Yes. I should have said don't
22 disseminate outside the parties and the attorneys
23 involved in the matter.

24 MR. BALTER: You just did.

25 THE COURT: Thanks for clarifying it. We're
26 just going to keep our trial date and -- which is
27 what, August --

28 MR. BALTER: 13th.

1 THE COURT: 13th.

2 As I said, I don't think I'm going to be
3 changing my mind on my case analysis, which makes me
4 feel that the trial estimation time would be on the
5 shorter end than the longer end.

6 Are you all going to be meeting and
7 considering settlement again based on all of this?

8 MR. HAZELWOOD: Don't know yet, Your Honor.
9 We have to speak our client. We can't answer that.

10 THE COURT: Okay. Well, if you touch base
11 and it feels like you are going to need more time,
12 then I would be open to continuing the trial date if
13 you can stipulate to that. That's not something that
14 would concern me because I feel like it would be
15 worthwhile.

16 All right. Anything else?

17 MR. DEVORE: Even if not, I would suggest
18 that we all get together and try to figure out some
19 sort of trial plan --

20 THE COURT: Yeah, and we do have --

21 MR. DEVORE: -- on what issues are going on
22 the table and which aren't.

23 THE COURT: Oh, we don't have a trial
24 management conference. Let's set a trial management
25 conference.

26 MR. DEVORE: Can we do it next week?

27 MR. DOOLEY: Well, I'm not available next
28 week.

1 MR. HAZELWOOD: We thought that was today.
2 MR. DOOLEY: We set it to today.
3 MR. BALTER: We did, too.
4 THE COURT: Well, we ran out of time. I've
5 got to --
6 MR. DOOLEY: Frankly, in light of the case
7 analysis, we would have to kind of rethink what that
8 would mean for the trial, so ...
9 THE COURT: I may end up setting this on the
10 Court's own motion, I just don't have time to think
11 about it right now, but I might set it for another
12 trial management or the Court's own motion to continue
13 or something, but it's too much to think about right
14 now because I've got to get to my ex parte.
15 MR. DOOLEY: What should we do --
16 THE COURT: I mean, I could just do the
17 preceding Thursday, and whoever can come, great.
18 So trial is set for August 13th, so
19 August 9th, so a week from Thursday. I think probably
20 we better do it, so let's go ahead and set it for
21 another trial management conference on Thursday,
22 August 9th, at 2 p.m. in Department C, and we'll just
23 kind of work through.
24 The in limines are done. This is going to be
25 more of just like really time estimate, presentation
26 of evidence, stipulations, all of that.
27 I have a binder to return.
28 MR. DOOLEY: That's ours, yes.

1 MR. HAZELWOOD: Your Honor, just in terms of
2 we have lists of witnesses which we haven't lodged
3 with the Court yet. We do have the exhibits. How
4 would you like to handle that at this point?

5 THE COURT: I think we're just going to have
6 to take that all up next Thursday.

7 MR. HAZELWOOD: Bring it all back next
8 Thursday?

9 THE COURT: Yeah, I apologize. And I set it
10 at 2 o'clock, the motion calendar, but I will have to
11 get through all my stuff. So if you are not there
12 till 2:30, you are going to be fine, so okay.

13 Deputy, if I could have you grab -- return
14 this to the plaintiffs.

15 MR. DEVORE: Thanks, Your Honor.

16 THE COURT: Thank you, everybody.

17 (Whereupon, the proceedings were adjourned
18 at 11:45 a.m.)

19 --o0o--
20
21
22
23
24
25
26
27
28

1 STATE OF CALIFORNIA.)
2) ss:
3 COUNTY OF NAPA)
4
5 CERTIFICATE OF CERTIFIED SHORTHAND REPORTER
6 I, KATHLEEN M. SOLOAGA, CSR No. 6957,
7 Certified Shorthand Reporter for the State of
8 California, do hereby certify:
9 That on Tuesday, July 31, 2018 I reported in
10 shorthand writing the Reporter's Transcript of
11 Proceedings Had in the case of the County of Napa vs.
12 John Alex Bremer, et al., Case No. 17CV000884.
13 That I thereafter caused my said shorthand
14 writing to be transcribed into longhand by computer-
15 aided transcription.
16 That the foregoing pages constitute and are a
17 full, true, correct and accurate transcription of my
18 said shorthand writing and a correct and verbatim
19 record of the proceedings so had and taken, as
20 aforesaid.
21 I have hereunto set my hand this 7th day of
22 August, 2018.
23 KATHLEEN SOLOAGA, CSR NO. 6957
24 Certified Shorthand Reporter
25 State of California
26 --oOo--
27
28



ORDER NO: T0019284-006

PRELIMINARY REPORT

First American Title Insurance Company

First American Title Company of Napa

California Department of Insurance License No. 2553-6

497 Walnut Street, P.O. Box 388, Napa, CA 94559

Tel: (707) 254-4500 - Fax: (707) 226-5452

Property Address:

975 Deed Park Rd. & 021-420-027
Saint Helena, CA

Assessor's Parcel Number:

021-400-002, 021-420-027

Buyer/Borrower:

Direct Title Inquiries to:

Kevin Dornbush

Email: KDornbush@FirstAmNapa.com

Seller/Owner:

John Alex Bremer
Laura Joyce Bremer

Reference Number:

In response to the application for a policy of title insurance referenced herein, First American Title Insurance Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of First American Title Insurance Company.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Dated as of October 28, 2019 at 7:30 A.M.

By: _____
Authorized Signatory



ORDER NO: T0019284-006

The form of policy or policies of title insurance contemplated by this report is:

ALTA Owner's Policy (6/17/06) with Regional Exceptions (Standard Coverage)

A specific request should be made if another form or additional coverage is desired.

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

**JOHN ALEX BREMER AND LAURA JOYCE BREMER,
TRUSTEES OF THE BREMER FAMILY 1995 LIVING TRUST
DATED AUGUST 23, 1995**

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED
BY THIS REPORT IS:

A FEE

THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.



EXHIBIT A

LEGAL DESCRIPTION

The land referred to in this report is situated in the unincorporated area of St. Helena, County of Napa, State of California, and is described as follows:

A portion of the Southeast quarter of the Southeast quarter of Section 12, and a portion of the Northeast quarter of the Northeast quarter of Section 13, all in Township 8 North, Range 6 West, M.D.B. & M., being in the Carne Humana Rancho, and more particularly described as follows:

BEGINNING at the northeast corner of said Section 13, and running thence along the East line thereof, South $0^{\circ} 26' 15''$ West to an iron pipe marked "R.E. 8709", marking the northeast corner of the land described in the Deed to Melvin A. Nelson, et ux, et al, recorded in _____ of Official Records of Napa County. said point being North $0^{\circ} 26' 15''$ East 1702.52 feet from the southeast corner of said Section 13; running thence West 643.02 feet; thence South $72^{\circ} 36'$ West 682.15 feet to an iron pipe on the easterly line of Deer Park County Road; thence northerly along said East line to its intersection with the southeast line of the land described in Deed to Otis J. Boyer, et ux, recorded in _____ of Official Records of Napa County; thence along said southeast line, North $73^{\circ} 29'$ East 320.46 feet; thence North 382.11 feet to an iron pipe at the northeast corner of said Boyer parcel; thence North $72^{\circ} 04' 50''$ East 239.15 feet to an iron pipe; thence North $28^{\circ} 51' 40''$ East 508.17 feet to a hub set by the County of Napa Engineer Station 47+88.93 of the survey of Deer Park Road dated January 19, 1961; thence North $54^{\circ} 38' 40''$ East 400.90 feet; thence North $23^{\circ} 22' 40''$ East 319.37 feet to an iron pipe on the east line of Section 12 of said Township and Range; thence along said East line southerly 1458.53 feet, more or less, to the point of commencement.

EXCEPTING THEREFROM all that portion contained in the Deed to the County of Napa, recorded May 7, 1980 in _____ of Official Records of Napa County.

APN 021-420-027 and 021-400-002



ORDER NO: T0019284-006

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. General and special taxes and assessments for the fiscal year 2019-2020.

First Installment : \$35,827.71
Second Installment : \$35,827.71
Tax Rate Area : 85001
A. P. No. : 021-400-002

First Installment : \$3,403.22
Second Installment : \$3,403.22
Tax Rate Area : 85001
A. P. No. : 021-420-027

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. Supplemental Taxes pending, a lien but not yet due or payable.

A. P. No. : 021-400-002
Assessment No. : 995-143-616
Event date: : ----
Notice date: : ----

A. P. No. : 021-400-002
Assessment No. : 995-143-994
Event date: : ----
Notice date: : ----

A. P. No. : 021-400-002
Assessment No. : 995-144-106
Event date: : ----
Notice date: : ----

4. An easement for communication facilities and incidental purposes in the document recorded May 28, 1930 as of Official Records.

Terms and provisions contained in the above document.

5. An easement for gas and electrical facilities and incidental purposes in the document recorded July 2, 1936 as of Official Records.

The location of the easement cannot be determined from the public record.

6. An easement for communication facilities and incidental purposes in the document recorded May 1, 1947 as of Official Records.

The location of the easement cannot be determined from the public record.



7. An easement for pipeline and storage reservoir and incidental purposes in the document recorded April 14, 1948 as _____ of Official Records.

The location of the easement cannot be determined from the public record.

Terms and provisions contained in the above document.

8. An easement for gas and electrical facilities and incidental purposes in the document recorded January 19, 1954 as _____ of Official Records.

Terms and provisions contained in the above document.

9. An easement for gas and electrical facilities and incidental purposes in the document recorded December 15, 1954 as _____ of Official Records.

Terms and provisions contained in the above document.

10. The effect of a map purporting to show the land and other property, filed January 24, 1974 as _____ of Record of Surveys.

11. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded May 7, 1980 as _____ of Official Records.

12. The effect of a map purporting to show the land and other property, filed February 1, 1985 as _____ of Record of Surveys.

13. The effect of a map purporting to show the land and other property, filed April 8, 1987 as _____ of Record of Surveys.

14. An easement for water pipeline and incidental purposes in the document recorded April 23, 2002 as Series Number _____ of Official Records.

The location of the easement cannot be determined from the public record.

Terms and provisions contained in the above document.

15. The fact that the land lies within the Napa River Watermaster Service Area, as disclosed by an order of the Department of Water Resources of the State of California, a certified copy of which was recorded July 24, 2008 as Series Number _____ of Official Records.

16. An easement for public utility and incidental purposes, recorded March 24, 2014 as Series Number _____ of Official Records.

In Favor of _____ : Pacific Gas and Electric Company, a California Corporation

The location of the easement cannot be determined from the public record.



17. A deed of trust to secure an original indebtedness of \$7,350,000.00 recorded May 13, 2015 as Series Number of Official Records.

Dated : March 11, 2015
Trustor : John Alex Bremer and Laura Joyce Bremer, Trustees of the Bremer Family
1995 Living Trust dated August 23, 1995
Trustee : American AgCredit, FLCA,
Beneficiary : American Ag Credit, LFCA, a corporation existing and operating under the
Farm Credit Act of 1971. as amended
Loan No. : None shown

18. A deed of trust to secure an original indebtedness of \$320,658.00 recorded April 4, 2019 as Series Number of Official Records.

Dated : April 3, 2019
Trustor : John Alex Bremer and Laura Joyce Bremer, Trustees of the Bremer Family
1995 Living Trust dated August 23, 1995
Trustee : Placer Title Company, a California corporation
Beneficiary : Napa County, a subdivision of the State of California
Loan No. : None Shown

19. Any lien or right to a lien for services, labor or material, as disclosed by Supplemental Taxes pending, Assessment No(s). 995-143-616, 995-143-994, and 995-144-106.

20. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. §§499a et. seq.) or the Packer and Stockyards Act (7 U.S.C. §§181 et. seq.) or under similar state laws.

21. Water rights, claims or title to water, whether or not shown by the Public Records.

22. Rights of parties in possession.

23. The terms, covenants and provisions of the trust referred to in the vesting herein and all supplements, amendments or modifications thereto, and the effect of any failure to comply with such terms, covenants and provisions.

-END OF EXCEPTIONS-



ORDER NO: T0019284-006

Information Notes:

- a. The creation document for the herein described land is less .
- b. The Assessor's Parcel Number(s), if any, contained in the legal description herein, are for quick identification purposes only, and are not a part of the actual legal descriptions.
- c. Any statement regarding the acreage of the herein described land contained within the legal description in this report is derived from the public record and is for recorded deed purposes only. The Policy of Title Insurance contemplated by this report provides no insurance with respect to acreage and no acreage statement will appear within the legal description of such policy.
- d. The County Recorder may charge an additional \$20.00 recording fee, if not provided with a "Preliminary Change of Ownership Report" Form, for each Deed to be recorded. The purchaser is responsible for completing and signing this form.
- e. Before an escrow can close, or funds placed in a Savings Account, the Seller must furnish a Taxpayer Identification Number to us so that we can file an IRS Form 1099S or its equivalent, with the Internal Revenue Service. This procedure is required by Section 6045 of the Internal Revenue Code.
- f. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company of the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

Lenders Supplemental Report:

- g. This report contemplates the issuance of a Lender's Policy of Title Insurance. We have no knowledge of any fact that would preclude the issuance of CLTA Form 100 Endorsement and a CLTA Form 116 Endorsement in conjunction with said policy.
- h. Said CLTA Form 116 Endorsement will indicate that there is located on the land a Winery and Vineyard, commonly known as: 975 Deed Park Rd. & 021-420-027 Saint Helena, CA
- i. According to the public records, there has been no conveyance of the land within a period of two years prior to the date of this report, except as follows:

NONE

exn

November 5, 2019

David Little/bh



ORDER NO: T0019284-006

WARNING:

The map attached, if any, may or may not be a survey of the land depicted hereon. First American disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

Included are the documents that you (or someone on your behalf) requested. As required by Section 12956.1(b) of the Government Code, please take note of the following:

If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restriction under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

If this cover page is a copy which has been sent by facsimile, e-mail or other form of electronic transmission, please note that in the original of this page the above notice is printed in 18-point boldface type.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 U.S.C. §3604(c).



PRIVACY POLICY

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person on entity. First American has also adopted guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at _____.

Type of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested for us, or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ATTACHMENT ONE (Revised 06-03-11)**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990****EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE****EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

Covered Risk	Your Deductible Amount	Our Maximum Dollar Limit of Liability
16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5000.00

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- * land use
- * improvements on the land
- * land division
- * environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- * a notice of exercising the right appears in the public records
- * on the Policy Date
- * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:

- * that are created, allowed, or agreed to by you
- * that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
- * that result in no loss to you
- * that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- * to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

* in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.

6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



ORDER NO: T0019284-006

PRELIMINARY REPORT

First American Title Insurance Company

First American Title Company of Napa

California Department of Insurance License No. 2553-6

497 Walnut Street, P.O. Box 388, Napa, CA 94559

Tel: (707) 254-4500 - Fax: (707) 226-5452

Property Address:

975 Deed Park Rd. & 021-420-027

Saint Helena, CA

Assessor's Parcel Number:

021-400-002, 021-420-027

Buyer/Borrower:

Direct Title Inquiries to:

Kevin Dornbush

Email: KDornbush@FirstAmNapa.com

Seller/Owner:

John Alex Bremer

Laura Joyce Bremer

Reference Number:

In response to the application for a policy of title insurance referenced herein, First American Title Insurance Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of First American Title Insurance Company.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Dated as of October 28, 2019 at 7:30 A.M.

By: _____

Authorized Signatory



ORDER NO: T0019284-006

The form of policy or policies of title insurance contemplated by this report is:

ALTA Owner's Policy (6/17/06) with Regional Exceptions (Standard Coverage)

A specific request should be made if another form or additional coverage is desired.

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

**JOHN ALEX BREMER AND LAURA JOYCE BREMER,
TRUSTEES OF THE BREMER FAMILY 1995 LIVING TRUST
DATED AUGUST 23, 1995**

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED
BY THIS REPORT IS:

A FEE

THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.



EXHIBIT A

LEGAL DESCRIPTION

The land referred to in this report is situated in the unincorporated area of St. Helena, County of Napa, State of California, and is described as follows:

A portion of the Southeast quarter of the Southeast quarter of Section 12, and a portion of the Northeast quarter of the Northeast quarter of Section 13, all in Township 8 North, Range 6 West, M.D.B. & M., being in the Carne Humana Rancho, and more particularly described as follows:

BEGINNING at the northeast corner of said Section 13, and running thence along the East line thereof, South 0° 26' 15" West to an iron pipe marked "R.E. 8709", marking the northeast corner of the land described in the Deed to Melvin A. Nelson, et ux, et al, recorded in _____ of Official Records of Napa County, said point being North 0° 26' 15" East 1702.52 feet from the southeast corner of said Section 13; running thence West 643.02 feet; thence South 72° 36' West 682.15 feet to an iron pipe on the easterly line of Deer Park County Road; thence northerly along said East line to its intersection with the southeast line of the land described in Deed to Otis J. Boyer, et ux, recorded in _____ of Official Records of Napa County; thence along said southeast line, North 73° 29' East 320.46 feet; thence North 382.11 feet to an iron pipe at the northeast corner of said Boyer parcel; thence North 72° 04' 50" East 239.15 feet to an iron pipe; thence North 28° 51' 40" East 508.17 feet to a hub set by the County of Napa Engineer Station 47+88.93 of the survey of Deer Park Road dated January 19, 1961; thence North 54° 38' 40" East 400.90 feet; thence North 23° 22' 40" East 319.37 feet to an iron pipe on the east line of Section 12 of said Township and Range; thence along said East line southerly 1458.53 feet, more or less, to the point of commencement.

EXCEPTING THEREFROM all that portion contained in the Deed to the County of Napa, recorded May 7, 1980 in _____ of Official Records of Napa County.

APN 021-420-027 and 021-400-002



ORDER NO: T0019284-006

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. General and special taxes and assessments for the fiscal year 2019-2020.

First Installment : \$35,827.71
Second Installment : \$35,827.71
Tax Rate Area : 85001
A. P. No. : 021-400-002

First Installment : \$3,403.22
Second Installment : \$3,403.22
Tax Rate Area : 85001
A. P. No. : 021-420-027

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. Supplemental Taxes pending, a lien but not yet due or payable.

A. P. No. : 021-400-002
Assessment No. : 995-143-616
Event date: : ----
Notice date: : ----

A. P. No. : 021-400-002
Assessment No. : 995-143-994
Event date: : ----
Notice date: : ----

A. P. No. : 021-400-002
Assessment No. : 995-144-106
Event date: : ----
Notice date: : ----

4. An easement for communication facilities and incidental purposes in the document recorded May 28, 1930 as of Official Records.

Terms and provisions contained in the above document.

5. An easement for gas and electrical facilities and incidental purposes in the document recorded July 2, 1936 as of Official Records.

The location of the easement cannot be determined from the public record.

6. An easement for communication facilities and incidental purposes in the document recorded May 1, 1947 as of Official Records.

The location of the easement cannot be determined from the public record.



7. An easement for pipeline and storage reservoir and incidental purposes in the document recorded April 14, 1948 as _____ of Official Records.

The location of the easement cannot be determined from the public record.

Terms and provisions contained in the above document.

8. An easement for gas and electrical facilities and incidental purposes in the document recorded January 19, 1954 as _____ of Official Records.

Terms and provisions contained in the above document.

9. An easement for gas and electrical facilities and incidental purposes in the document recorded December 15, 1954 as _____ of Official Records.

Terms and provisions contained in the above document.

10. The effect of a map purporting to show the land and other property, filed January 24, 1974 as _____ of Record of Surveys.

11. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded May 7, 1980 as _____ of Official Records.

12. The effect of a map purporting to show the land and other property, filed February 1, 1985 as _____ of Record of Surveys.

13. The effect of a map purporting to show the land and other property, filed April 8, 1987 as _____ of Record of Surveys.

14. An easement for water pipeline and incidental purposes in the document recorded April 23, 2002 as Series Number _____ of Official Records.

The location of the easement cannot be determined from the public record.

Terms and provisions contained in the above document.

15. The fact that the land lies within the Napa River Watermaster Service Area, as disclosed by an order of the Department of Water Resources of the State of California, a certified copy of which was recorded July 24, 2008 as Series Number _____ of Official Records.

16. An easement for public utility and incidental purposes, recorded March 24, 2014 as Series Number _____ of Official Records.

In Favor of _____ : Pacific Gas and Electric Company, a California Corporation

The location of the easement cannot be determined from the public record.



ORDER NO: T0019284-006

17. A deed of trust to secure an original indebtedness of \$7,350,000.00 recorded May 13, 2015 as Series Number of Official Records.
- | | | |
|-------------|---|--|
| Dated | : | March 11, 2015 |
| Trustor | : | John Alex Bremer and Laura Joyce Bremer, Trustees of the Bremer Family 1995 Living Trust dated August 23, 1995 |
| Trustee | : | American AgCredit, FLCA, |
| Beneficiary | : | American Ag Credit, LFCA, a corporation existing and operating under the Farm Credit Act of 1971, as amended |
| Loan No. | : | None shown |
18. A deed of trust to secure an original indebtedness of \$320,658.00 recorded April 4, 2019 as Series Number of Official Records.
- | | | |
|-------------|---|--|
| Dated | : | April 3, 2019 |
| Trustor | : | John Alex Bremer and Laura Joyce Bremer, Trustees of the Bremer Family 1995 Living Trust dated August 23, 1995 |
| Trustee | : | Placer Title Company, a California corporation |
| Beneficiary | : | Napa County, a subdivision of the State of California |
| Loan No. | : | None Shown |
19. Any lien or right to a lien for services, labor or material, as disclosed by Supplemental Taxes pending, Assessment No(s). 995-143-616, 995-143-994, and 995-144-106.
20. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. §§499a et. seq.) or the Packer and Stockyards Act (7 U.S.C. §§181 et. seq.) or under similar state laws.
21. Water rights, claims or title to water, whether or not shown by the Public Records.
22. Rights of parties in possession.
23. The terms, covenants and provisions of the trust referred to in the vesting herein and all supplements, amendments or modifications thereto, and the effect of any failure to comply with such terms, covenants and provisions.

-END OF EXCEPTIONS-



ORDER NO: T0019284-006

Information Notes:

- a. The creation document for the herein described land is less
- b. The Assessor's Parcel Number(s), if any, contained in the legal description herein, are for quick identification purposes only, and are not a part of the actual legal descriptions.
- c. Any statement regarding the acreage of the herein described land contained within the legal description in this report is derived from the public record and is for recorded deed purposes only. The Policy of Title Insurance contemplated by this report provides no insurance with respect to acreage and no acreage statement will appear within the legal description of such policy.
- d. The County Recorder may charge an additional \$20.00 recording fee, if not provided with a "Preliminary Change of Ownership Report" Form, for each Deed to be recorded. The purchaser is responsible for completing and signing this form.
- e. Before an escrow can close, or funds placed in a Savings Account, the Seller must furnish a Taxpayer Identification Number to us so that we can file an IRS Form 1099S or its equivalent, with the Internal Revenue Service. This procedure is required by Section 6045 of the Internal Revenue Code.
- f. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company of the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

Lenders Supplemental Report:

- g. This report contemplates the issuance of a Lender's Policy of Title Insurance. We have no knowledge of any fact that would preclude the issuance of CLTA Form 100 Endorsement and a CLTA Form 116 Endorsement in conjunction with said policy.
- h. Said CLTA Form 116 Endorsement will indicate that there is located on the land a Winery and Vineyard, commonly known as: 975 Deed Park Rd. & 021-420-027 Saint Helena, CA
- i. According to the public records, there has been no conveyance of the land within a period of two years prior to the date of this report, except as follows:

NONE

exn

November 5, 2019

David Little/bh



ORDER NO: T0019284-006

WARNING:

The map attached, if any, may or may not be a survey of the land depicted hereon. First American disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

Included are the documents that you (or someone on your behalf) requested. As required by Section 12956.1(b) of the Government Code, please take note of the following:

If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restriction under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

If this cover page is a copy which has been sent by facsimile, e-mail or other form of electronic transmission, please note that in the original of this page the above notice is printed in 18-point boldface type.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 U.S.C. §3604(c).



PRIVACY POLICY

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record of from another person or entity. First American has also adopted guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at _____.

Type of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested for us, or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ATTACHMENT ONE (Revised 06-03-11)**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990****EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

Covered Risk	Your Deductible Amount	Our Maximum Dollar Limit of Liability
16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5000.00

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- * land use
- * improvements on the land
- * land division
- * environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- * a notice of exercising the right appears in the public records
- * on the Policy Date
- * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:

- * that are created, allowed, or agreed to by you
- * that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
- * that result in no loss to you
- * that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- * to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

* in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.

6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Do not destroy this original note

PROMISSORY NOTE SECURED BY DEED OF TRUST

\$320,658.00

Napa, California

_____, 2019

FOR VALUE RECEIVED, JOHN ALEX BREMER, AS TRUSTEE OF THE BREMER FAMILY 1995 LIVING TRUST, DATED AUGUST 23, 1995, LAURA JOYCE BREMER, AS TRUSTEE OF THE BREMER FAMILY 1995 LIVING TRUST, DATED AUGUST 23, 1995, and THE BREMER GROUP, LLC, (collectively "Promissors/Defendants") hereby promise to pay, on December 31, 2019 (the "Maturity Date"), to the order of NAPA COUNTY, a subdivision of the State of California ("Holder"), the principal sum of Three Hundred Twenty Thousand, Six Hundred, Fifty-Eight Dollars and No Cents (\$320,658.00). Promissors/Defendants also agree to pay any and all interest and other sums owed under this Promissory Note (the "Note") as and to the extent specified below. All sums owed under this Note shall be paid in lawful money at the office of Napa County Counsel located 1195 Third Street, Suite 301, Napa, CA 94559, or such other place as Holder from time to time designates in writing. As specified in the Settlement Agreement (as defined below), the Maturity Date may be extended, but only if evidenced by a writing signed by both Promissors/Defendants and Holder.

1. SECURED BY DEED OF TRUST. Promissors/Defendants' obligations under this Note are secured by that Deed of Trust With Assignment of Rents of even date herewith, duly executed and acknowledged by Promissors/Defendants, as trustees, for the benefit of Holder, and with Placer Title Company, as the trustee thereunder (the "Deed of Trust"). The Deed of Trust is or will be recorded against certain real property located in Napa County, California, and more fully described therein.
2. SETTLEMENT AGREEMENT AND CONDITIONAL OBLIGATION. This Note is being signed and delivered pursuant to that certain Settlement Agreement, dated _____, 2019, entered into by and between Holder and Promissors/Defendants (the "Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached hereto and incorporated herein as Exhibit 1. As specified more fully in the Settlement Agreement, if the obligations of Promissors/Defendants thereunder have been fully performed on or before the Maturity Date (as the same may be extended as provided herein and in the Settlement Agreement), then this Note shall be deemed terminated and cancelled without any payment and Holder shall then take all steps necessary to clear title and cause the Deed of Trust to be reconveyed. In the event of any conflict between this Note and the Settlement Agreement, the Settlement Agreement shall control.
3. EVENT OF DEFAULT / DEFAULT. The failure of Promissors/Defendants to make any payment owed under this Note as and when the same becomes due and payable shall constitute a default by Promissors/Defendants hereunder, and shall entitle Holder to pursue and any and all remedies granted to it under applicable law, including, without limitation, as provided for in the Deed of Trust. No interest will be owed under this Note unless the Note is not paid in full by the Maturity Date (as the same may be extended as provided above and in the Settlement Agreement). From and after said Maturity Date, this Note shall bear interest on the unpaid principal amount hereof at a rate equal to the lesser of (x) seven percent (7%) per annum or (y) the highest rate allowed by law. All interest calculations under this Note shall be made on the basis of a three-hundred-sixty (360) day year and actual days elapsed. Daily interest shall consist of the product of the outstanding principal balance of this Note times the interest rate then in effect divided by 360, then multiplied by the number of days for which the daily interest calculation is made.
4. ATTORNEYS' FEES. In the event that suit be brought in connection with this Note, or an attorney be employed or expenses be incurred to compel payment of this Note or any portion of the indebtedness evidenced hereby, the non-prevailing party agrees to pay all such expenses and attorneys' fees incurred by the other party as a result thereof.

To Form
↗

5. **SEVERABILITY.** If any provision of this Note or any payments pursuant to the terms hereof shall be invalid or unenforceable to any extent, the remainder of this Note and any other payments hereunder shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.
6. **MODIFICATION.** No waiver of any breach of or event of default or failure of condition under the terms of this Note, the Settlement Agreement, and/or the Deed of Trust, or any obligations secured thereby, shall be implied from any failure of Holder to take, or any delay by Holder in taking action with respect to any concurrent or subsequent breach of or event of default or from any previous waiver of any similar or unrelated breach of or event of default. A waiver by Holder of any term of this Note, the Settlement Agreement or the Deed of Trust must be made in writing executed by Holder, shall be limited to the express written terms of such waiver, and shall not be construed as a waiver or release of any subsequent breach or event of default.
7. **JOINT AND SEVERAL OBLIGATIONS.** If this Note is executed by more than one person or entity as Promissors/Defendants, the obligations of each such person or entity shall be joint and several. No such person shall be a mere accommodation maker, and each such person shall be primarily and directly liable hereunder.
8. **HOLDER.** The term "Holder", as used herein, shall mean and include Holder and any successor or assign of Holder, and any holder of this Note shall, upon becoming such holder, be included in the term "Holder" wherever the same appears in this Note.
9. **GOVERNING LAW.** This Note shall be governed by and construed under the laws of the State of California.
10. **COMMERCIAL NOTE.** Promissors/Defendants represent and warrant to Holder that the indebtedness evidenced by this Note was not incurred for personal, family or household purposes.
11. **TIME.** Time is of the essence of this Note and each provision hereof. Whenever in this Note the term "day" is used, it means a calendar day.
12. **BINDING.** This Note shall be binding upon and its successors and assigns, and shall inure to the benefit of Holder and its successors and assigns.
13. **HEADINGS: GENDER.** The headings of the paragraphs of this Note are inserted for convenience only and shall not be deemed to constitute a part hereof. All words and phrases shall be taken to include the singular or plural number, and the masculine, feminine or neuter gender, as may fit the case.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Note as of the date and year first above written.

JOHN ALEX BREMER, TRUSTEE OF THE BREMER FAMILY
1995 LIVING TRUST, DATED AUGUST 23, 1995

LAURA JOYCE BREMER, TRUSTEE OF THE BREMER FAMILY
1995 LIVING TRUST, DATED AUGUST 23, 1995

THE BREMER GROUP, LLC

By: _____
John Alex Bremer, Managing Member



RECORDING REQUESTED BY

Placer Title Company

When Recorded Mail To:

Napa County
C/O Napa County Counsel
Jeffrey M. Brax
1195 Third St., Ste 301
Napa, CA 94559

Order No. P-311235-LB

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS
(With Acceleration Clause)**

This DEED OF TRUST, made _____, 2019, between

John Alex Bremer and Laura Joyce Bremer, Trustees of the Bremer Family 1995 Living Trust dated August 23, 1995, herein called TRUSTOR, whose address is 975 Deer Park Road, St. Helena, CA 94574.

Placer Title Company, a California corporation, herein called TRUSTEE, and Napa County, a subdivision of the State of California, whose address is 1195 Third Street, Napa CA 94559, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property described as:
The land described herein is situated in the State of California, County of Napa, unincorporated area, described as follows:

A portion of the Southeast quarter of the Southeast quarter of Section 12, and a portion of the Northeast quarter of the Northeast quarter of Section 13, all in Township 8 North, Range 6 West, M.D.B. & M., being in the Carne Humana Rancho, and more particularly described as follows:

BEGINNING at the northeast corner of said Section 13, and running thence along the East line thereof, South 0° 26' 15" West to an iron pipe marked "R.E. 8709", marking the northeast corner of the land described in the Deed to Melvin A. Nelson, et ux, et al, recorded in Book 624 at page 444 of Official Records of Napa County, said point being North 0° 26' 15" East 1702.52 feet from the southeast corner of said Section 13; running thence West 643.02 feet; thence South 72° 36' West 682.15 feet to an iron pipe on the easterly line of Deer Park County Road; thence northerly along said East line to its intersection with the southeast line of the land described in Deed to Otis J. Boyer, et ux, recorded in Book 509 at page 64 of Official Records of Napa County; thence along said southeast line, North 73° 29' East 320.46 feet; thence North 382.11 feet to an iron pipe at the northeast corner of said Boyer parcel; thence North 72° 04' 50" East 239.15 feet to an iron pipe; thence North 28° 51' 40" East 508.17 feet to a hub set by the County of Napa Engineer Station 47+88.93 of the survey of Deer Park Road dated January 19, 1961; thence North 54° 38' 40" East 400.90 feet; thence North 23° 22' 40" East 319.37 feet to an iron pipe on the east line of Section 12 of said Township and Range; thence along said East line southerly 1458.53 feet, more or less, to the point of commencement.

EXCEPTING THEREFROM all that portion contained in the Deed to the County of Napa, recorded May 7, 1980, in Book 1163 at page 225 of Official Records of Napa County.

APN: 021-400-002-000, 021-420-027-000

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

To For
[Signature]

For the Purpose of Securing (1) Payment of the sum of **Three Hundred Twenty Thousand Six Hundred Fifty Eight Dollars and No Cents (\$320,658.00)** with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

ACCELERATION CLAUSE: If the trustors shall sell, convey or alienate said property or any part thereof or any interest therein, or shall be divested of their title in any manner or way, whether voluntarily or involuntarily; any indebtedness or obligation secured hereby, irrespective of the maturity date expressed in any note evidencing the same, at the option of the holder hereof and without demand or notice, shall immediately become due and payable.

The undersigned Trustor requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to Trustor at the address hereinbefore set forth.

A. To protect the security of this Deed of Trust, Trustor agrees:

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs; fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.



B. It is mutually agreed:

- (1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided or disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof. That upon written request of Beneficiary stating all sums secured hereby have been paid, and surrender of this Deed and said Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
- (4) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (5) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and placed fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of



title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

- (6) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
- (7) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (8) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

[Remainder of Page Intentionally Left Blank]

AS AB
OC

Signature of Trustor(s)

John Alex Bremer and Laura Joyce Bremer, Trustees of the Bremer Family 1995 Living Trust dated August 23, 1995

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

STATE OF CALIFORNIA }
COUNTY OF NAPA }ss

On _____, before me, _____, Notary Public, personally appeared _____ 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 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.

Notary Public



10058

300



THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED, FIRST AMERICAN TITLE COMPANY OF NAPA EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.

NOTE: The number of subjects in each group is indicated in parentheses.

	First American Title™	Property Owner's Notice Guarantee
Guarantee		ISSUED BY First American Title Insurance Company
		GUARANTEE NUMBER 5022800-0001504E

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

COUNTY OF NAPA

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

By: 
Authorized Countersignature

	First American Title™	Property Owner's Notice Guarantee
Schedule A		ISSUED BY First American Title Insurance Company GUARANTEE NUMBER 5022800-0001504E

File No.: **LU004774-006-006**

Date of Guarantee: **November 8, 2019 at 7:30 am**

Amount of Liability: **\$1,000.00**

Fee: **\$500.00**

1. Name of Assured:

County of Napa

2. ASSURANCES:

a. According to the last equalized Assessment Roll ("Assessment Roll") in the office of THE NAPA COUNTY TAX ASSESSOR as of the Date of Guarantee,

i. The persons listed below as "Assessed Owner" are shown on the Assessment Roll as owning real property within 1,000 feet of the land identified on the Assessment Roll as Assessor's Parcel Number(s):

021-420-027-000, 021-400-002-000

ii. The Assessor's Parcel Number and any addresses shown below are as shown below are as shown on the Assessment Roll.

APN: 021 060 001 000
MARY B CHANG TR
1257 BUHMAN AVE
NAPA CA 94558

APN: 021 060 002 000
CHRISTOPHER THOMPSON &
DIANA DEEN
1 BUTTERFLY VALLEY LN
DEER PARK CA 94576

APN: 021 060 003 000
HERMAN F JR & AISLINN B FROEB TR
1021 DEER PARK RD
DEER PARK CA 94576

APN: 021 060 004 000
JAMES L &
DARLENE R MCDANNALD TR
PO BOX 328
DEER PARK CA 94576-032

APN: 021 060 005 000
SAMSON E & DEANE ASLANIAN
1091 DEER PARK RD
DEER PARK CA 94576

APN: 021 060 007 000
ANTHONY B FAUST
1044 DEER PARK RD
DEER PARK CA 94576-9705

APN: 021 060 009 000
FRED R & ANN N HOLMES
PO BOX 104
DEER PARK CA 94576-0104

APN: 021 060 011 000
ST HELENA HOSPITAL
10 WOODLAND RD
SAINT HELENA CA 94574-9554

APN: 021 060 012 000
DIANA DEEN &
CHRISTOPHER THOMPSON
1030 DEER PARK RD
DEER PARK CA 94576

APN: 021 060 013 000
PAMELA DAVIS LYLES
3000 SAINT CHARLES AVE #101
NEW ORLEANS LA 70115

APN: 021 081 003 000
JOEL P SKELTON &
STEPHANIE E WERMERS TR
620 E JACKSON ST
PASADENA CA 91104

APN: 021 081 004 000
ST HELENA HOSPITAL
10 WOODLAND RD
SAINT HELENA CA 94574-9554

APN: 021 081 005 000
KATHLEEN E BULLER REVOCABLE TR
949 CHAMPION LN
DEER PARK CA 94576

APN: 021 081 006 000
JAMES REX & RACHEL SHAFFER
900 SANITARIUM RD
DEER PARK CA 94576-9708

APN: 021 081 007 000
MELVIN THOMAS QUICK &
MARTHA LOUISE
898 SANITARIUM RD
DEER PARK CA 94576-9707

APN: 021 082 001 000
ROSALYN D SLACK
930 SANITARIUM RD
DEER PARK CA 94576-9709

APN: 021 082 002 000
WILLIAM E & PATRICIA A WHITE TR
2217 HIGHLAND VISTA DR
ARCADIA CA 91006

APN: 021 082 003 000
ST HELENA HOSPITAL
10 WOODLAND RD
SAINT HELENA CA 94574-9554

APN: 021 083 001 000
EDWARD J WELLER TR
901 CHAMPION LN
DEER PARK CA 94576

APN: 021 083 002 000
LESLIE B & ESTER C DEGUZMAN ETAL
PO BOX 188
DEER PARK CA 94576-0188

APN: 021 083 003 000
LAWRENCE D FAIRCHILD
PO BOX 2000
SAINT HELENA CA 94574

APN: 021 083 004 000
TIM & LISA WELLS
929 SANITARIUM RD
DEER PARK CA 94576-9709

APN: 021 083 005 000
ROLAND BRUCE FRIEDRICH
951 SANITARIUM RD
DEER PARK CA 94576

APN: 021 083 006 000
THOMAS M & CHRISTINE M DEWITT TR
992 DEER PARK RD
DEER PARK CA 94576-9703

APN: 021 083 007 000
ST HELENA HOSPITAL
10 WOODLAND RD
SAINT HELENA CA 94574-9554

APN: 021 092 008 000
JOLAINE MARTEL
895 SANITARIUM RD
DEER PARK CA 94576

APN: 021 092 009 000
GLENN RAY JAMES
40 PLEASANT DR
SUTTER CREEK CA 95685

APN: 021 092 010 000
JAMES C KNIGHT &
SALLY G WALTNEY TR
PO BOX 371
SAINT HELENA CA 94574-0371

APN: 021 092 011 000
RON V PUCCINELLI
5053 WAGON WHEEL WAY
ANTIOCH CA 94531

APN: 021 092 012 000
J W & ELIZA A EDWARDS ETAL
PO BOX 2021
SAINT HELENA CA 94574

APN: 021 092 013 000
ELIZABETH PRYOR
899 SANITARIUM RD
DEER PARK CA 94576-9707

APN: 021 092 014 000
BETSY BUCKWALD TR
221 MAGNOLIA ST
COSTA MESA CA 92627

APN: 021 092 015 000
SUSAN F DINWIDDIE TR
939 CHAMPION WAY
DEER PARK CA 94576-9702

APN: 021 092 016 000
DONALD A BULLER
945 CHAMPION LN
DEER PARK CA 94576-9702

APN: 021 092 017 000
DONALD A BULLER
1508 MAIN ST
SAINT HELENA CA 94574-1849

APN: 021 092 018 000
DONALD A BULLER
949 CHAMPION LN
DEER PARK CA 94576-9702

APN: 021 092 019 000
NANCY IRENE BATT TR
PO BOX 802
SAINT HELENA CA 94574

APN: 021 093 010 000
MARK W & NANCY G LUSSIER
922 CHAMPION LN
DEER PARK CA 94576-9701

APN: 021 093 011 000
ROBERT GREGORY
926 CHAMPION LN
DEER PARK CA 94576-9701

APN: 021 093 012 000
JAMES R & MARIA E NAVONE
932 CHAMPION LN
DEER PARK CA 94576-9701

APN: 021 093 013 000
JOHN L & SUSAN M IANO
938 CHAMPION LN
DEER PARK CA 94576-9701

APN: 021 093 014 000
ROBERT C FISHER TR ETAL
8404 ZYLE RD
AUSTIN TX 78737

APN: 021 093 015 000
JOHN COYLE & JANIS YOUNG TR
950 CHAMPION LN
ANGWIN CA 94576-9701

APN: 021 093 016 000
ROBERT R & GUSTIANA N GREGORY
926 CHAMPION LN
DEER PARK CA 94576

APN: 021 400 001 000
G M & SALLY M COPLE TR
PO BOX 427
ALAMO CA 94507-0427

APN: 021 400 003 000
DEBORAH R & ROBERT BROMAN
945 DEER PARK RD
SAINT HELENA CA 94574

APN: 021 400 004 000
JOHN ALEX BREMER &
LAURA JOYCE TR
10490 DAWSON CANYON RD
CORONA CA 92883

APN: 021 400 005 000
JOHN ALEX BREMER &
LAURA JOYCE TR
10490 DAWSON CANYON RD
CORONA CA 92883

APN: 021 400 006 000
GARY BRADFORD SOLSO
861 DEER PARK RD
SAINT HELENA CA 94574

APN: 021 400 012 000
ROBERT A ROCHE &
STEPHANIE I EYER TR
880 DEER PARK RD
SAINT HELENA CA 94574-9751

APN: 021 400 013 000
STEVEN B & JACQUELINE G MOATS
400 BAYSWATER AVE
BURLINGAME CA 94010

APN: 021 420 015 000
TFC VINEYARD 22 LLC
4110 N SCOTTSDALE RD #200
SCOTTSDALE AZ 85251

APN: 021 420 024 000
EMMETT L TETZ TR
PO BOX 100
DEER PARK CA 94576-0100

APN: 021 420 026 000
GREG & KAAREN PETERSCHMIDT TR
1155 DEER PARK RD
DEER PARK CA 94576-9705

APN: 021 420 037 000
BURGESS CELLARS INC
PO BOX 282
SAINT HELENA CA 94574-0282

APN: 021 420 043 000
EMMETT & LAURIE TETZ
PO BOX 100
DEER PARK CA 94576-0100

APN: 024 251 003 000
MICHAEL F II DETWILER &
CHRISTINE NANCY TR
6286 CHEYENNE RIDGE LN
FORT COLLINS CO 80524

APN: 024 251 033 000
RUTH M STAPLES TR
PO BOX 148
ANGWIN CA 94508-0148

APN: 024 251 038 000
VICTORIA L SPEACH
1350 STAPLE RIDGE RD
ANGWIN CA 94508

APN: 024 251 040 000
RALPH ROBERT HERTELENDY
321 HILLSIDE AVE
PIEDMONT CA 94611-4013

APN: 024 251 042 000
LEESA GIDARO TR
100 CREFFIELD HEIGHTS
LOS GATOS CA 95030

APN: 024 251 043 000
ROBERT W COOLEY SUC TR
502 WHITE COTTAGE RD S
ANGWIN CA 94508

APN: 024 251 044 000
DIMITRI THOMAS &
PATRICIA SKOURAS TR
PO BOX 1198
SAINT HELENA CA 94574

APN: 024 460 005 000
RONALD J & LISA K WICKER
PO BOX 18
RUTHERFORD CA 94573-0018

APN: 024 460 007 000
GRAHAM &
MARGARET L BASKERVILLE TR
950 CRESTMONT DR
ANGWIN CA 94508-9634

APN: 024 460 008 000
HANSEL R & BERNICE D MCCRORIE
68 ALEXANDER POINTE DR
HICKORY NC 28601-7886

APN: 024 460 009 000
JOEL H & LINDA K LUTES
920 CRESTMONT DR
ANGWIN CA 94508

APN: 024 460 010 000
MARIVIC V BRANZUELA
1196 CHURCH ST
BENICIA CA 94510

APN: 025 370 057 000
JOHN ALEX BREMER &
JOYCE LAURA TR
10490 DAWSON CANYON RD
CORONA CA 92883

APN: 025 370 058 000
JOHN ALEX BREMER &
JOYCE LAURA TR
10490 DAWSON CANYON RD
CORONA CA 92883

GUARANTEE EXCLUSIONS AND CONDITIONS (06-05-14)

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, 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.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (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.
- (g) (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.

GUARANTEE CONDITIONS

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 Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, 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, 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": those records established under California 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 of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under 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 the 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 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 Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A 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 the 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, the 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 the Assured for this purpose. Whenever requested by the Company, the 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 correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to 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.

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) 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 paragraph 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 together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time

of payment or tender of payment and that the Company is obligated to pay.

- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation of Liability.

- (a) 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 Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, 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.
- (c) 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.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. 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 under this Guarantee pro tanto.

9. 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, the loss or damage shall be payable within thirty (30) days thereafter.

10. 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.

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.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. 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 to any other controversy or claim arising out of the transaction giving rise to this Guarantee. 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. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. 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.

13. Severability

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.


Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606.

DUPLICATE ORIGINAL

	First American Title™	Property Owner's Notice Guarantee	
Guarantee		ISSUED BY First American Title Insurance Company	
		GUARANTEE NUMBER 5022800-0001504E	

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

COUNTY OF NAPA

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

By: 

Authorized Countersignature

 First American Title™	Property Owner's Notice Guarantee
Schedule A	ISSUED BY First American Title Insurance Company
	GUARANTEE NUMBER 5022800-0001504E

File No.: **LU004774-006-006**

Date of Guarantee: **November 8, 2019 at 7:30 am**

Amount of Liability: **\$1,000.00**

Fee: **\$500.00**

1. Name of Assured:

County of Napa

2. ASSURANCES:

a. According to the last equalized Assessment Roll ("Assessment Roll") in the office of THE NAPA COUNTY TAX ASSESSOR as of the Date of Guarantee,

i. The persons listed below as "Assessed Owner" are shown on the Assessment Roll as owning real property within 1,000 feet of the land identified on the Assessment Roll as Assessor's Parcel Number(s):

021-420-027-000, 021-400-002-000

ii. The Assessor's Parcel Number and any addresses shown below are as shown below are as shown on the Assessment Roll.

APN: 021 060 001 000
MARY B CHANG TR
1257 BUHMAN AVE
NAPA CA 94558

APN: 021 060 002 000
CHRISTOPHER THOMPSON &
DIANA DEEN
1 BUTTERFLY VALLEY LN
DEER PARK CA 94576

APN: 021 060 003 000
HERMAN F JR & AISLINN B FROEB TR
1021 DEER PARK RD
DEER PARK CA 94576

APN: 021 060 004 000
JAMES L &
DARLENE R MCDANNALD TR
PO BOX 328
DEER PARK CA 94576-032

APN: 021 060 005 000
SAMSON E & DEANE ASLANIAN
1091 DEER PARK RD
DEER PARK CA 94576

APN: 021 060 007 000
ANTHONY B FAUST
1044 DEER PARK RD
DEER PARK CA 94576-9705

APN: 021 060 009 000
FRED R & ANN N HOLMES
PO BOX 104
DEER PARK CA 94576-0104

APN: 021 060 011 000
ST HELENA HOSPITAL
10 WOODLAND RD
SAINT HELENA CA 94574-9554

APN: 021 060 012 000
DIANA DEEN &
CHRISTOPHER THOMPSON
1030 DEER PARK RD
DEER PARK CA 94576

APN: 021 060 013 000
PAMELA DAVIS LYLES
3000 SAINT CHARLES AVE #101
NEW ORLEANS LA 70115

APN: 021 081 003 000
JOEL P SKELTON &
STEPHANIE E WERMERS TR
620 E JACKSON ST
PASADENA CA 91104

APN: 021 081 004 000
ST HELENA HOSPITAL
10 WOODLAND RD
SAINT HELENA CA 94574-9554

APN: 021 081 005 000
KATHLEEN E BULLER REVOCABLE TR
949 CHAMPION LN
DEER PARK CA 94576

APN: 021 081 006 000
JAMES REX & RACHEL SHAFFER
900 SANITARIUM RD
DEER PARK CA 94576-9708

APN: 021 081 007 000
MELVIN THOMAS QUICK &
MARTHA LOUISE
898 SANITARIUM RD
DEER PARK CA 94576-9707

APN: 021 082 001 000
ROSALYN D SLACK
930 SANITARIUM RD
DEER PARK CA 94576-9709

APN: 021 082 002 000
WILLIAM E & PATRICIA A WHITE TR
2217 HIGHLAND VISTA DR
ARCADIA CA 91006

APN: 021 082 003 000
ST HELENA HOSPITAL
10 WOODLAND RD
SAINT HELENA CA 94574-9554

APN: 021 083 001 000
EDWARD J WELLER TR
901 CHAMPION LN
DEER PARK CA 94576

APN: 021 083 002 000
LESLIE B & ESTER C DEGUZMAN ETAL
PO BOX 188
DEER PARK CA 94576-0188

APN: 021 083 003 000
LAWRENCE D FAIRCHILD
PO BOX 2000
SAINT HELENA CA 94574

APN: 021 083 004 000
TIM & LISA WELLS
929 SANITARIUM RD
DEER PARK CA 94576-9709

APN: 021 083 005 000
ROLAND BRUCE FRIEDRICH
951 SANITARIUM RD
DEER PARK CA 94576

APN: 021 083 006 000
THOMAS M & CHRISTINE M DEWITT TR
992 DEER PARK RD
DEER PARK CA 94576-9703

APN: 021 083 007 000
ST HELENA HOSPITAL
10 WOODLAND RD
SAINT HELENA CA 94574-9554

APN: 021 092 008 000
JOLAINE MARTEL
895 SANITARIUM RD
DEER PARK CA 94576

APN: 021 092 009 000
GLENN RAY JAMES
40 PLEASANT DR
SUTTER CREEK CA 95685

APN: 021 092 010 000
JAMES C KNIGHT &
SALLY G WALTNEY TR
PO BOX 371
SAINT HELENA CA 94574-0371

APN: 021 092 011 000
RON V PUCCINELLI
5053 WAGON WHEEL WAY
ANTIOCH CA 94531

APN: 021 092 012 000
J W & ELIZA A EDWARDS ETAL
PO BOX 2021
SAINT HELENA CA 94574

APN: 021 092 013 000
ELIZABETH PRYOR
899 SANITARIUM RD
DEER PARK CA 94576-9707

APN: 021 092 014 000
BETSY BUCKWALD TR
221 MAGNOLIA ST
COSTA MESA CA 92627

APN: 021 092 015 000
SUSAN F DINWIDDIE TR
939 CHAMPION WAY
DEER PARK CA 94576-9702

APN: 021 092 016 000
DONALD A BULLER
945 CHAMPION LN
DEER PARK CA 94576-9702

APN: 021 092 017 000
DONALD A BULLER
1508 MAIN ST
SAINT HELENA CA 94574-1849

APN: 021 092 018 000
DONALD A BULLER
949 CHAMPION LN
DEER PARK CA 94576-9702

APN: 021 092 019 000
NANCY IRENE BATT TR
PO BOX 802
SAINT HELENA CA 94574

APN: 021 093 010 000
MARK W & NANCY G LUSSIER
922 CHAMPION LN
DEER PARK CA 94576-9701

APN: 021 093 011 000
ROBERT GREGORY
926 CHAMPION LN
DEER PARK CA 94576-9701

APN: 021 093 012 000
JAMES R & MARIA E NAVONE
932 CHAMPION LN
DEER PARK CA 94576-9701

APN: 021 093 013 000
JOHN L & SUSAN M IANO
938 CHAMPION LN
DEER PARK CA 94576-9701

APN: 021 093 014 000
ROBERT C FISHER TR ETAL
8404 ZYLE RD
AUSTIN TX 78737

APN: 021 093 015 000
JOHN COYLE & JANIS YOUNG TR
950 CHAMPION LN
ANGWIN CA 94576-9701

APN: 021 093 016 000
ROBERT R & GUSTIANA N GREGORY
926 CHAMPION LN
DEER PARK CA 94576

APN: 021 400 001 000
G M & SALLY M COPLE TR
PO BOX 427
ALAMO CA 94507-0427

APN: 021 400 003 000
DEBORAH R & ROBERT BROMAN
945 DEER PARK RD
SAINT HELENA CA 94574

APN: 021 400 004 000
JOHN ALEX BREMER &
LAURA JOYCE TR
10490 DAWSON CANYON RD
CORONA CA 92883

APN: 021 400 005 000
JOHN ALEX BREMER &
LAURA JOYCE TR
10490 DAWSON CANYON RD
CORONA CA 92883

APN: 021 400 006 000
GARY BRADFORD SOLSO
861 DEER PARK RD
SAINT HELENA CA 94574

APN: 021 400 012 000
ROBERT A ROCHE &
STEPHANIE I EYER TR
880 DEER PARK RD
SAINT HELENA CA 94574-9751

APN: 021 400 013 000
STEVEN B & JACQUELINE G MOATS
400 BAYSWATER AVE
BURLINGAME CA 94010

APN: 021 420 015 000
TFC VINEYARD 22 LLC
4110 N SCOTTSDALE RD #200
SCOTTSDALE AZ 85251

APN: 021 420 024 000
EMMETT L TETZ TR
PO BOX 100
DEER PARK CA 94576-0100

APN: 021 420 026 000
GREG & KAAREN PETERSCHMIDT TR
1155 DEER PARK RD
DEER PARK CA 94576-9705

APN: 021 420 037 000
BURGESS CELLARS INC
PO BOX 282
SAINT HELENA CA 94574-0282

APN: 021 420 043 000
EMMETT & LAURIE TETZ
PO BOX 100
DEER PARK CA 94576-0100

APN: 024 251 003 000
MICHAEL F II DETWILER &
CHRISTINE NANCY TR
6286 CHEYENNE RIDGE LN
FORT COLLINS CO 80524

APN: 024 251 033 000
RUTH M STAPLES TR
PO BOX 148
ANGWIN CA 94508-0148

APN: 024 251 038 000
VICTORIA L SPEACH
1350 STAPLE RIDGE RD
ANGWIN CA 94508

APN: 024 251 040 000
RALPH ROBERT HERTELENDY
321 HILLSIDE AVE
PIEDMONT CA 94611-4013

APN: 024 251 042 000
LEESA GIDARO TR
100 CREFFIELD HEIGHTS
LOS GATOS CA 95030

APN: 024 251 043 000
ROBERT W COOLEY SUC TR
502 WHITE COTTAGE RD S
ANGWIN CA 94508

APN: 024 251 044 000
DIMITRI THOMAS &
PATRICIA SKOURAS TR
PO BOX 1198
SAINT HELENA CA 94574

APN: 024 460 005 000
RONALD J & LISA K WICKER
PO BOX 18
RUTHERFORD CA 94573-0018

APN: 024 460 007 000
GRAHAM &
MARGARET L BASKERVILLE TR
950 CRESTMONT DR
ANGWIN CA 94508-9634

APN: 024 460 008 000
HANSEL R & BERNICE D MCCRORIE
68 ALEXANDER POINTE DR
HICKORY NC 28601-7886

APN: 024 460 009 000
JOEL H & LINDA K LUTES
920 CRESTMONT DR
ANGWIN CA 94508

APN: 024 460 010 000
MARIVIC V BRANZUELA
1196 CHURCH ST
BENICIA CA 94510

APN: 025 370 057 000
JOHN ALEX BREMER &
JOYCE LAURA TR
10490 DAWSON CANYON RD
CORONA CA 92883

APN: 025 370 058 000
JOHN ALEX BREMER &
JOYCE LAURA TR
10490 DAWSON CANYON RD
CORONA CA 92883

GUARANTEE EXCLUSIONS AND CONDITIONS (06-05-14)

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, 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.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (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.
- (g) (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.

GUARANTEE CONDITIONS

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 Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, 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, 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": those records established under California 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 of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under 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 the 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 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 Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A 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 the 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, the 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 the Assured for this purpose. Whenever requested by the Company, the 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 correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to 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.

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) 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 paragraph 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 together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time

of payment or tender of payment and that the Company is obligated to pay.

- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation of Liability.

- (a) 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 Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, 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.
- (c) 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.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. 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 under this Guarantee pro tanto.

9. 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, the loss or damage shall be payable within thirty (30) days thereafter.

10. 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.

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.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. 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 to any other controversy or claim arising out of the transaction giving rise to this Guarantee. 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. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. 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.

13. Severability

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606.

APN: 021 060 001 000
MARY B CHANG TR
1257 BUHMAN AVE
NAPA CA 94558

APN: 021 060 002 000
CHRISTOPHER THOMPSON & DIANA DEEN
1 BUTTERFLY VALLEY LN
DEER PARK CA 94576

APN: 021 060 003 000
HERMAN F JR & AISLINN B FROEB TR
1021 DEER PARK RD
DEER PARK CA 94576

APN: 021 060 004 000
JAMES L & DARLENE R MCDANNALD TR
PO BOX 328
DEER PARK CA 94576-032

APN: 021 060 005 000
SAMSON E & DEANE ASLANIAN
1091 DEER PARK RD
DEER PARK CA 94576

APN: 021 060 007 000
ANTHONY B FAUST
1044 DEER PARK RD
DEER PARK CA 94576-9705

APN: 021 060 009 000
FRED R & ANN N HOLMES
PO BOX 104
DEER PARK CA 94576-0104

APN: 021 060 011 000
ST HELENA HOSPITAL
10 WOODLAND RD
SAINT HELENA CA 94574-9554

APN: 021 060 012 000
DIANA DEEN & CHRISTOPHER THOMPSON
1030 DEER PARK RD
DEER PARK CA 94576

APN: 021 060 013 000
PAMELA DAVIS LYLES
3000 SAINT CHARLES AVE #101
NEW ORLEANS LA 70115

APN: 021 081 003 000
JOEL P SKELTON & STEPHANIE E WERMERS TR
620 E JACKSON ST
PASADENA CA 91104

APN: 021 081 004 000
ST HELENA HOSPITAL
10 WOODLAND RD
SAINT HELENA CA 94574-9554

APN: 021 081 005 000
KATHLEEN E BULLER REVOCABLE TR
949 CHAMPION LN
DEER PARK CA 94576

APN: 021 081 006 000
JAMES REX & RACHEL SHAFFER
900 SANITARIUM RD
DEER PARK CA 94576-9708

APN: 021 081 007 000
MELVIN THOMAS QUICK & MARTHA LOUISE
898 SANITARIUM RD
DEER PARK CA 94576-9707

APN: 021 082 001 000
ROSALYN D SLACK
930 SANITARIUM RD
DEER PARK CA 94576-9709

APN: 021 082 002 000
WILLIAM E & PATRICIA A WHITE TR
2217 HIGHLAND VISTA DR
ARCADIA CA 91006

APN: 021 082 003 000
ST HELENA HOSPITAL
10 WOODLAND RD
SAINT HELENA CA 94574-9554

APN: 021 083 001 000
EDWARD J WELLER TR
901 CHAMPION LN
DEER PARK CA 94576

APN: 021 083 002 000
LESLIE B & ESTER C DEGUZMAN ETAL
PO BOX 188
DEER PARK CA 94576-0188

APN: 021 083 003 000
LAWRENCE D FAIRCHILD
PO BOX 2000
SAINT HELENA CA 94574

APN: 021 083 004 000
TIM & LISA WELLS
929 SANITARIUM RD
DEER PARK CA 94576-9709

APN: 021 083 005 000
ROLAND BRUCE FRIEDRICH
951 SANITARIUM RD
DEER PARK CA 94576

APN: 021 083 006 000
THOMAS M & CHRISTINE M DEWITT TR
992 DEER PARK RD
DEER PARKCA94576-9703

APN: 021 083 007 000
ST HELENA HOSPITAL
10 WOODLAND RD
SAINT HELENA CA 94574-9554

APN: 021 092 008 000
JOLAINE MARTEL
895 SANITARIUM RD
DEER PARK CA 94576

APN: 021 092 009 000
GLENN RAY JAMES
40 PLEASANT DR
SUTTER CREEK CA 95685

APN: 021 092 010 000
JAMES C KNIGHT & SALLY G WALTNEY TR
PO BOX 371
SAINT HELENA CA 94574-0371

APN: 021 092 011 000
RON V PUCCINELLI
5053 WAGON WHEEL WAY
ANTIOCH CA 94531

APN: 021 092 012 000
J W & ELIZA A EDWARDS ETAL
PO BOX 2021
SAINT HELENA CA 94574

APN: 021 092 013 000
ELIZABETH PRYOR
899 SANITARIUM RD
DEER PARK CA 94576-9707

APN: 021 092 016 000
DONALD A BULLER
945 CHAMPION LN
DEER PARK CA 94576-9702

APN: 021 092 019 000
NANCY IRENE BATT TR
PO BOX 802
SAINT HELENA CA 94574

APN: 021 093 012 000
JAMES R & MARIA E NAVONE
932 CHAMPION LN
DEER PARK CA 94576-9701

APN: 021 093 015 000
JOHN COYLE & JANIS YOUNG TR
950 CHAMPION LN
ANGWIN CA 94576-9701

APN: 021 400 003 000
DEBORAH R & ROBERT BROMAN
945 DEER PARK RD
SAINT HELENA CA 94574

APN: 021 400 006 000
GARY BRADFORD SOLSO
861 DEER PARK RD
SAINT HELENA CA 94574

APN: 021 420 015 000
TFC VINEYARD 22 LLC
4110 N SCOTTSDALE RD #200
SCOTTSDALE AZ 85251

APN: 021 420 037 000
BURGESS CELLARS INC
PO BOX 282
SAINT HELENA CA 94574-0282

APN: 024 251 033 000
RUTH M STAPLES TR
PO BOX 148
ANGWIN CA 94508-0148

APN: 021 092 014 000
BETSY BUCKWALD TR
221 MAGNOLIA ST
COSTA MESA CA 92627

APN: 021 092 017 000
DONALD A BULLER
1508 MAIN ST
SAINT HELENA CA 94574-1849

APN: 021 093 010 000
MARK W & NANCY G LUSSIER
922 CHAMPION LN
DEER PARK CA 94576-9701

APN: 021 093 013 000
JOHN L & SUSAN M IANO
938 CHAMPION LN
DEER PARK CA 94576-9701

APN: 021 093 016 000
ROBERT R & GUSTIANA N GREGORY
926 CHAMPION LN
DEER PARK CA 94576

APN: 021 400 004 000
JOHN ALEX BREMER & LAURA JOYCE TR
10490 DAWSON CANYON RD
CORONA CA 92883

APN: 021 400 012 000
ROBERT A ROCHE & STEPHANIE I EYER TR
880 DEER PARK RD
SAINT HELENA CA 94574-9751

APN: 021 420 024 000
EMMETT L TETZ TR
PO BOX 100
DEER PARK CA 94576-0100

APN: 021 420 043 000
EMMETT & LAURIE TETZ
PO BOX 100
DEER PARK CA 94576-0100

APN: 024 251 038 000
VICTORIA L SPEACH
1350 STAPLE RIDGE RD
ANGWIN CA 94508

APN: 021 092 015 000
SUSAN F DINWIDDIE TR
939 CHAMPION WAY
DEER PARK CA 94576-9702

APN: 021 092 018 000
DONALD A BULLER
949 CHAMPION LN
DEER PARK CA 94576-9702

APN: 021 093 011 000
ROBERT GREGORY
926 CHAMPION LN
DEER PARK CA 94576-9701

APN: 021 093 014 000
ROBERT C FISHER TR ETAL
8404 ZYLE RD
AUSTIN TX 78737

APN: 021 400 001 000
G M & SALLY M COPLE TR
PO BOX 427
ALAMO CA 94507-0427

APN: 021 400 005 000
JOHN ALEX BREMER & LAURA JOYCE TR
10490 DAWSON CANYON RD
CORONA CA 92883

APN: 021 400 013 000
STEVEN B & JACQUELINE G MOATS
400 BAYSWATER AVE
BURLINGAME CA 94010

APN: 021 420 026 000
GREG & KAAREN PETERSCHMIDT TR
1155 DEER PARK RD
DEER PARK CA 94576-9705

APN: 024 251 003 000
MICHAEL F II DETWILER &
CHRISTINE NANCY TR
6286 CHEYENNE RIDGE LN
FORT COLLINS CO 80524

APN: 024 251 040 000
RALPH ROBERT HERTELENDY
321 HILLSIDE AVE
PIEDMONT CA 94611-4013

APN: 024 251 042 000
LEESA GIDARO TR
100 CREFFIELD HEIGHTS
LOS GATOS CA 95030

APN: 024 251 043 000
ROBERT W COOLEY SUC TR
502 WHITE COTTAGE RD S
ANGWIN CA 94508

APN: 024 251 044 000
DIMITRI THOMAS & PATRICIA SKOURAS TR
PO BOX 1198
SAINT HELENA CA 94574

APN: 024 460 005 000
RONALD J & LISA K WICKER
PO BOX 18
RUTHERFORD CA 94573-0018

APN: 024 460 007 000
GRAHAM & MARGARET L BASKERVILLE TR
950 CRESTMONT DR
ANGWIN CA 94508-9634

APN: 024 460 008 000
HANSEL R & BERNICE D MCCRORIE
68 ALEXANDER POINTE DR
HICKORY NC 28601-7886

APN: 024 460 009 000
JOEL H & LINDA K LUTES
920 CRESTMONT DR
ANGWIN CA 94508

APN: 024 460 010 000
MARIVIC V BRANZUELA
1196 CHURCH ST
BENICIA CA 94510

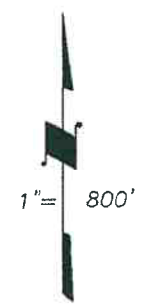
APN: 025 370 057 000
JOHN ALEX BREMER & JOYCE LAURA TR
10490 DAWSON CANYON RD
CORONA CA 92883

APN: 025 370 058 000
JOHN ALEX BREMER & JOYCE LAURA TR
10490 DAWSON CANYON RD
CORONA CA 92883

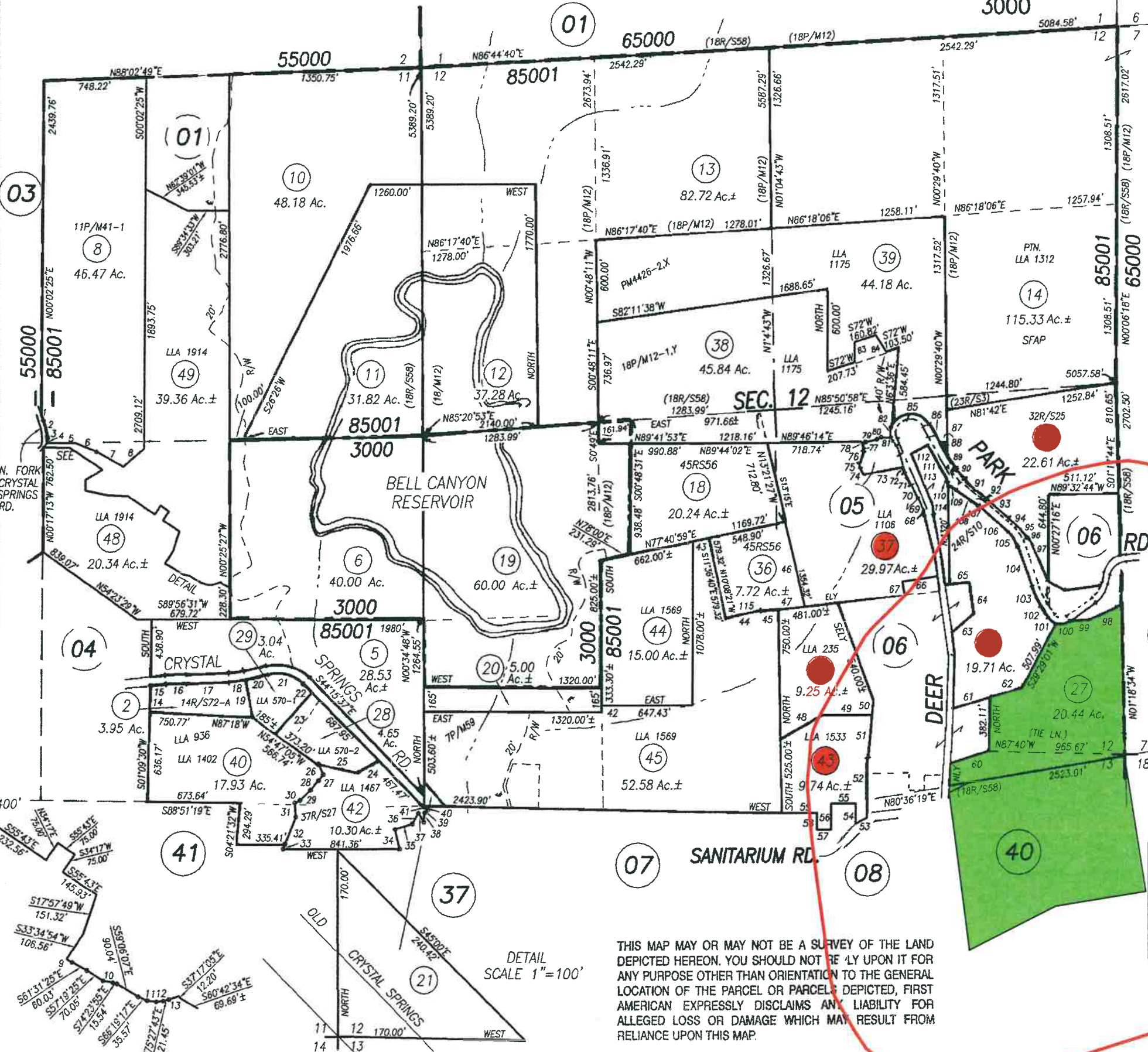
COUNTY ASSESSOR'S PARCEL MAP

SEC. 12, PTN. 11 T.8N., R.6W., M.D.B.&M.

Tax Area Code
85001
3000



1. N19°28'58"W	44.16'	61. S73°56'21"W	279.16'
2. R=528'	L=118.99'	62. S72°32'11"W	238.71'
3. N06°34'17"W	17.38'	63. N48°44'E	214.00'
4. R=128'	L=27.71'	64. N07°16"W	230.00'
5. N89°08"W	207.76'	65. S83°04"W	167.00'
6. N67°33'23"W	161.09'	66. N80°00'30"E 32R/S75	240.00'
7. N61°04'21"W	224.37'	67. N11°20'30"W 32R/S75	100.03'
8. S48°55'39"W	200.22'	68. S25°52'26"E	38.93'
9. S58°20'08"E	23.09'	69. S24°12'16"E	99.25'
10. S78°21'48"E	37.21'	70. S24°45'33"E	100.05'
11. S83°11'16"E	32.63'	71. S25°54'36"E	100.12'
12. N83°52'24"E	25.21'	72. N73°29'E	37.53'
13. N71°37'03"E	38.57'	73. S79°29"W	318.83'
14. S01°09'30"W	198.51'	74. N06°44'30"W	53.35'
15. S83°57'30"W	119.39'	75. N02°55'30"E	57.20'
16. R=1970'	L=144.41'	76. N16°41'30"E	70.35'
17. S88°09'30"W	307.94'	77. N05°54"W	99.43'
18. R=530'	L=117.79'	78. N89°44'56"E	1.50'
19. N11°46'55"W	289.10'	79. N77°23'E	83.07'
20. S75°25'30"W	159.35'	80. N61°38'E	33.75'
21. R=270'	L=284.26'	81. N89°38'E	71.79'
22. N44°15'10"W	88.02'	82. R=145'	L=73.79'
23. S41°00'43"W	395.95'	83. SOUTH	143.30'
24. N60°00'53"E	172.07'	84. N31°52'30"W	140.38'
25. S77°14'16"E	293.20'	85. R=145'	L=339.73'
26. N24°11"W	83.20'	86. N29°59'55"W	162.55'
27. N36°36'40"E	54.66'	87. S01°14'33"E	351.08'
28. N40°40'E	92.00'	88. S89°44'03"W	60.47'
29. N44°50'E	105.00'	89. S29°59'55"E	116.24'
30. N64°10'E	43.68'	90. S42°52'27"E	92.80'
31. N05°02'45"W	101.76'	91. S49°55'22"E	211.81'
32. N21°16'E	210.68'	92. N40°03'15"E	50.00'
33. N21°16'E	37.20'	93. S49°56'10"E	219.37'
34. S12°30'E	144.61'	94. S41°44'37"E	65.95'
35. S71°54'50"W	130.61'	95. R=484.19'	L=107.60'
36. S29°21'16"W	87.90'	96. S50°33'41"E	60.63'
37. N32°00"W	74.56'	97. S22°43'12"E	327.53'
38. S05°34'31"W	66.98'	98. S66°37'47"W	206.51'
39. S48°21'36"W	30.60'	99. S84°39'26"W	160.58'
40. S44°15'10"E	27.20'	100. R=109.48'	L=60.00'±
41. S88°51'19"E	13.19'	101. R=109.48'	L=117.35'±
42. NORTH	52.64'	102. N32°23'32"W	104.07'
43. N78°00'E	157.33'	103. R=620'	L=156.76'
44. N77°30'20"E	261.17'	104. N17°54'19"W	303.13'
45. N89°25'40"E	130.00'±	105. R=255'	L=138.97'
46. S13°21'27"E	650.79'	106. N49°07'46"W	292.76'
47. N89°06'01"W	330.00'	107. S40°52'14"W	7.00'
48. S60°30"W	375.00'±	108. N51°44'27"W	178.49'
49. WEST	330.00'	109. N59°14'02"W	85.39'
50. S05°05'13"W	103.09'	110. S01°11'37"E	13.71'
51. N05°05'13"E	404.89'	111. S30°08'52"E	313.35'
52. NORTH	350.04'	112. N61°11'16"E	129.31'
53. R=370'	L=92.00'±	113. N22°29'35"W	414.82'
54. SOUTH	143.24'	114. N06°38'13"W	97.98'
55. EAST	177.00'	115. S79°01'39"W	261.17'
56. NORTH	183.00'		
57. EAST	104.00'		
58. SOUTH	122.00'		
59. EAST	259.00'		
60. N73°29'E	320.46'		



BK.24
45

BK.24
25

BK.24
46

420-42 LLA	9-6-06
420-43 LLA	6-4-07
420-44 & 45 LLA	5-10-08
420-46 & 47 LLA	12-11-15
420-18 & 36 RS	5-25-16
420-48 & 49 LLA	10-4-17
REVISION	DATE

1982

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

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED, FIRST AMERICAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.

FEB 07 2003

21-40

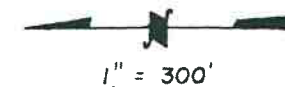
PTN. 21-07

Tax Area Code
85001

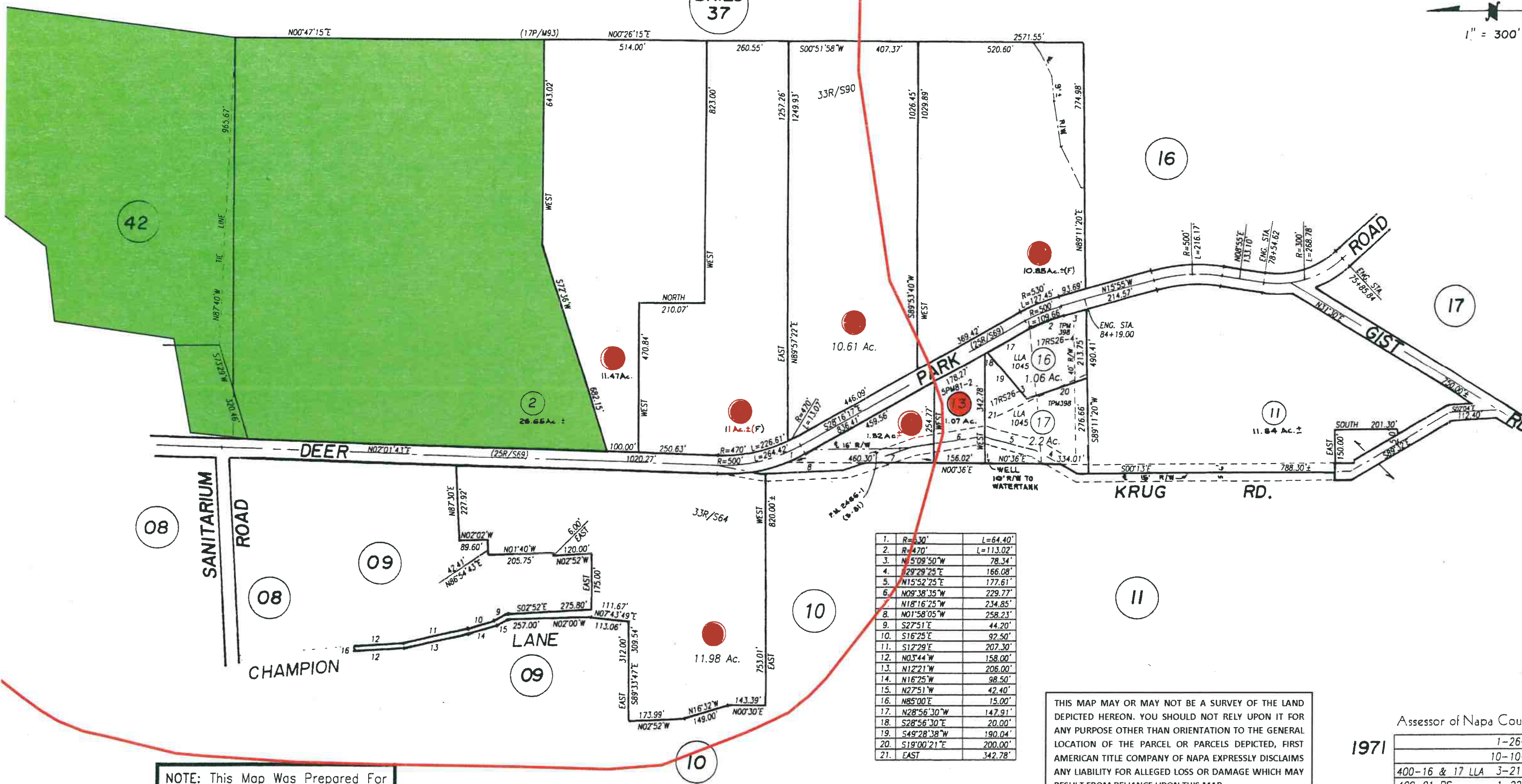
COUNTY ASSESSOR'S PARCEL MAP

PTN. E 1/2 SEC. 13, T. 8 N., R. 6 W., M.D.B. & M.

BK. 25
37



1" = 300'



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

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED, FIRST AMERICAN TITLE COMPANY OF NAPA EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.

Assessor of Napa County

1971	1-26-89
	10-10-90
	400-16 & 17 LLA 3-21-97
	400-01 RS 1-22-01
	400-05 RS 5-9-01
REVISION	DATE

21-40

SEP 04 2009

COUNTY ASSESSOR'S PARCEL MAP

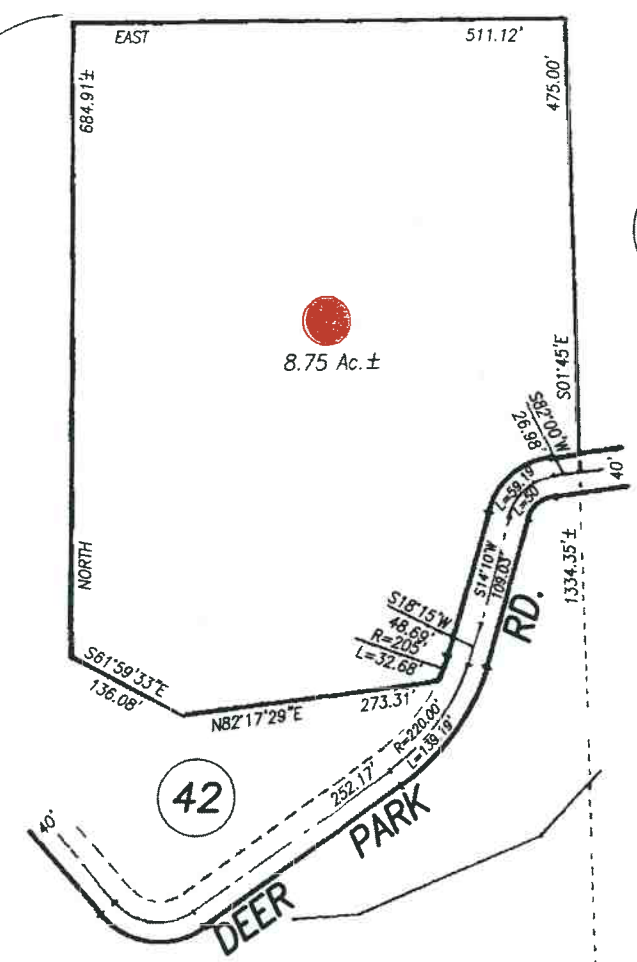
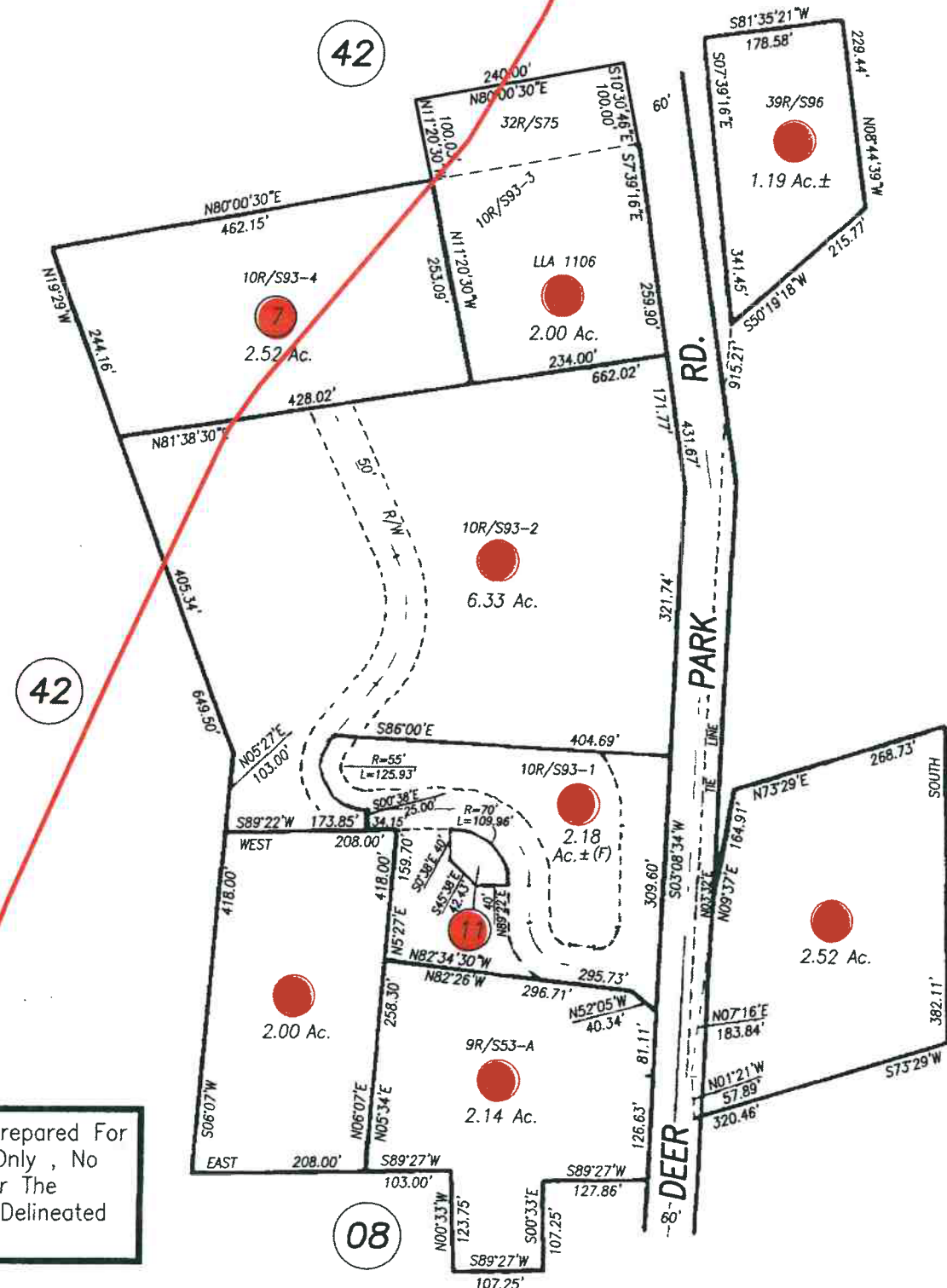
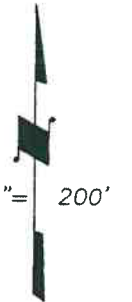
PTN. SE 1/4 SEC. 12, T.8N., R.6W., M.D.B.&M.

42

Tax Area Code
85001

21-06

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED, FIRST AMERICAN TITLE COMPANY OF NAPA EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.



BK.24
25

BK.24
46

42

40

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

	2-20-80
060-13 LLA	12-28-98
060-13 RS	10-27-99
060-05 RS	6-25-09
REVISION	DATE

21-06

COUNTY ASSESSOR'S PARCEL MAP
PTN. W1/2 NE1/4 SEC.13, T.8N.,R.6W.,M.D.B.&M.

SEP 06 2018 Tax Area Code
85001

21-08

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE
LAND DEPICTED HEREON. YOU SHOULD NOT RELY
UPON IT FOR ANY PURPOSE OTHER THAN
ORIENTATION TO THE GENERAL LOCATION OF THE
PARCEL OR PARCELS DEPICTED. FIRST AMERICAN
EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED
LOSS OR DAMAGE WHICH MAY RESULT FROM
RELIANCE UPON THIS MAP.

1"= 100'



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

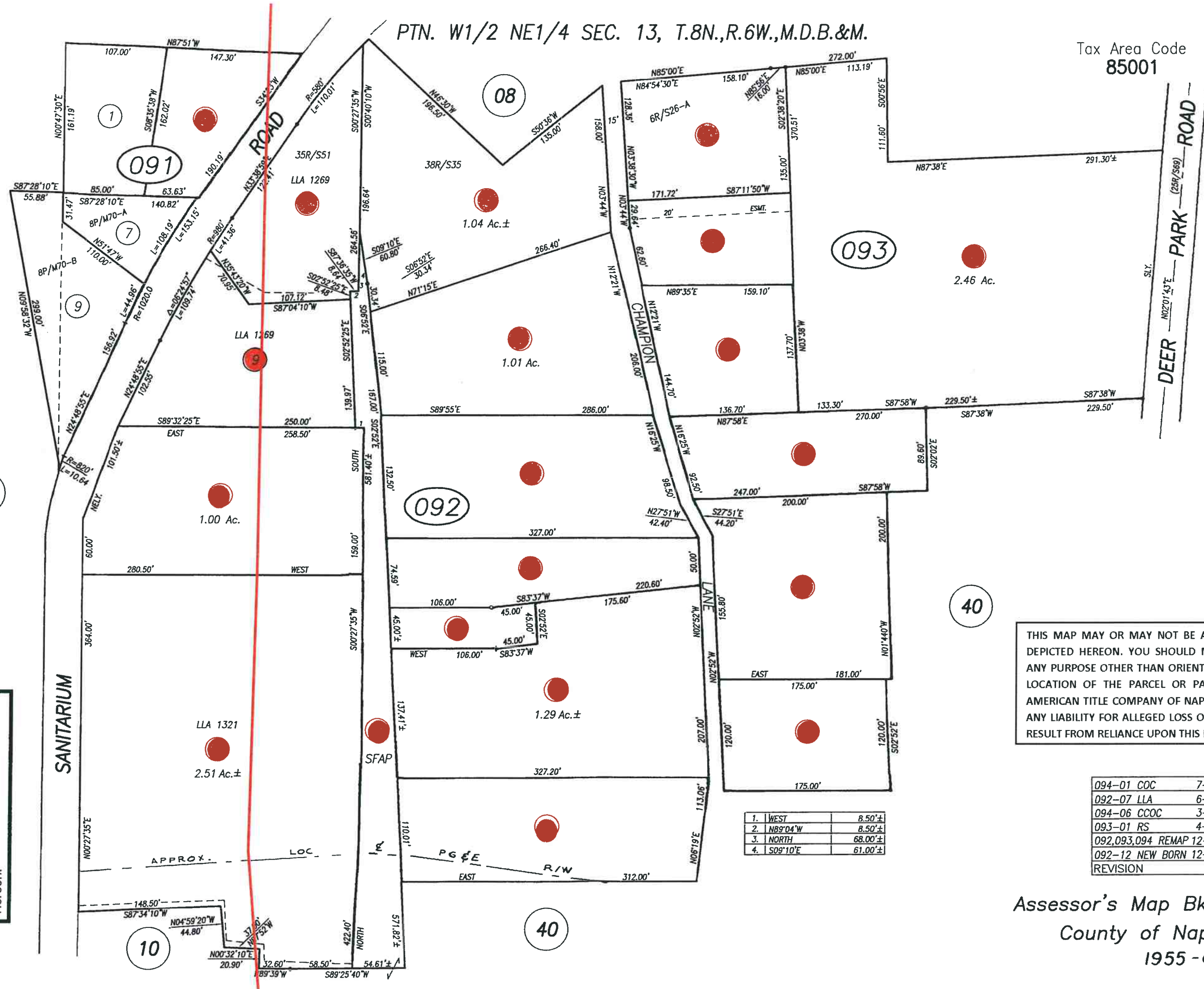
5-11-66	
9-30-81	
5-21-87	
081-02 TO PG 42	6-14-07
081-07 LLA	6-14-07
083-02 COC	11-16-17
REVISION	DATE

1955-61-62

21-08

1" = 100'

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



THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED, FIRST AMERICAN TITLE COMPANY OF NAPA EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.

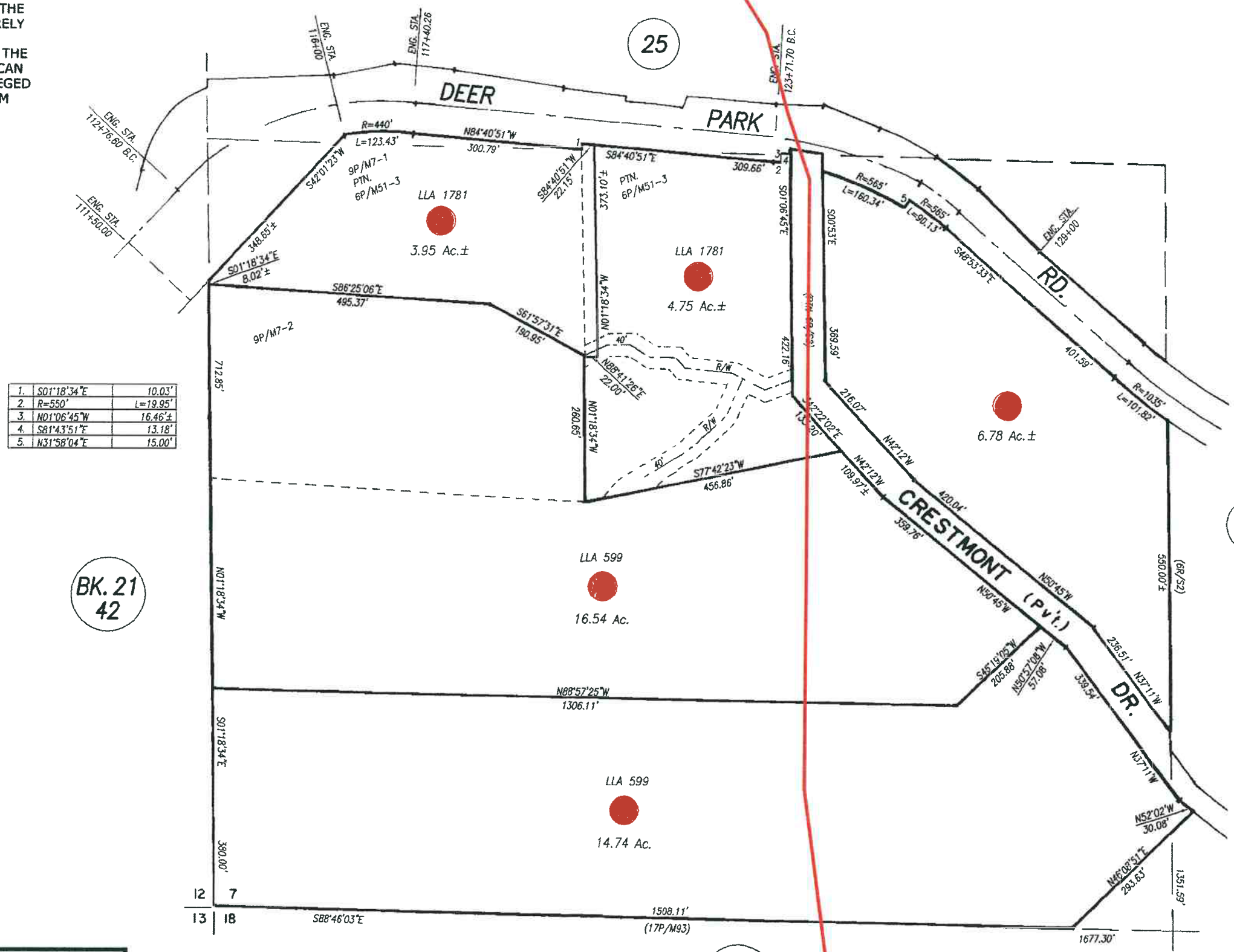
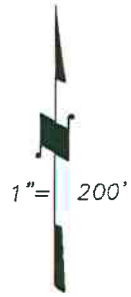
1. WEST	8.50'±
2. N89°04'W	8.50'±
3. NORTH	68.00'±
4. S09°10'E	61.00'±

094-01 COC	7-16-03
092-07 LLA	6-25-03
094-06 CCOC	3-31-04
093-01 RS	4-18-07
092,093,094 REMAP	12-31-14
092-12 NEW BORN	12-31-14
REVISION	DATE

COUNTY ASSESSOR'S PARCEL MAP
PTN. SEC. 7 T.8N.,R.5W.,M.D.B.&M.

SEP 06 2018 24-46
Tax Area Code 65000
PTN. 24-24

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED. FIRST AMERICAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.



1.	S01°18'34"E	10.03'
2.	R=550'	L=19.95'
3.	N01°06'45"W	16.46'±
4.	S81°43'51"E	13.18'
5.	N31°58'04"E	15.00'

BK. 21
42

BK. 25
37

33

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

	9-24-87
	3-1-89
	3-20-89
	10-5-90
460-09,10 LLA	12-23-13
460-07,10 CORR	8-31-18
REVISION	DATE

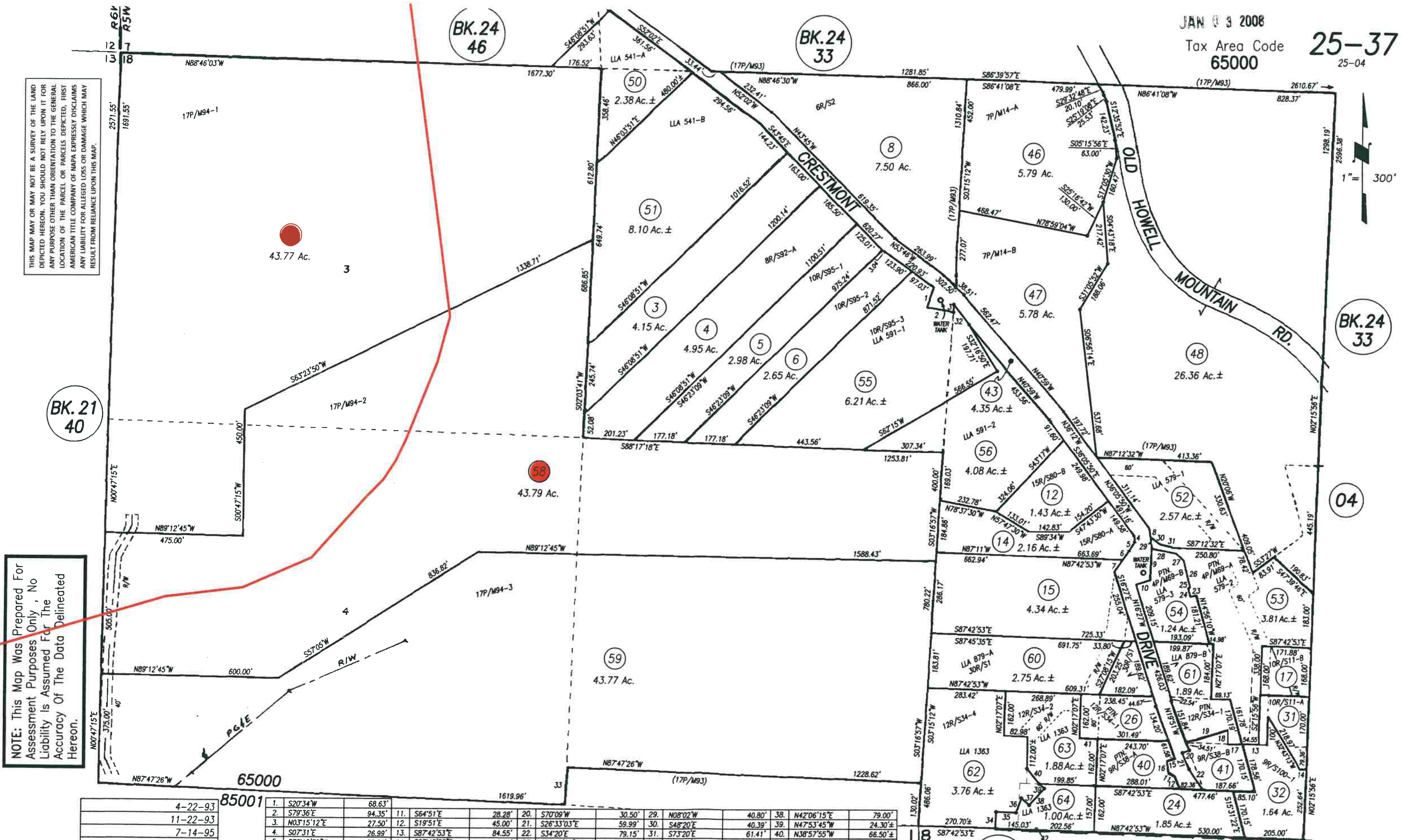
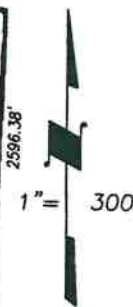
1984
24-46

JAN 03 2008

Tax Area Code
65000

25-37
25-04

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND
DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR
ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL
LOCATION OF THE PARCELS OR PARCELS DEPICTED, FIRST
AMERICAN TITLE COMPANY OF NAPA EXPRESSLY DISCLAIMS
ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY
RESULT FROM RELIANCE UPON THIS MAP.



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

4-22-93	
11-22-93	
7-14-95	
370-62,63,64 LLA	10-17-03
370-15 COC	7-11-07
REVISION	DATE

1. S20°34'W	68.63'	11. S64°51'E	28.28'	20. S70°09'W	30.50'	29. N08°02'W	40.80'	38. N42°06'15"E	79.00'
2. S79°36'E	94.35'	12. S19°51'E	45.00'	21. S26°33'03"E	59.99'	30. S48°20'E	40.39'	39. N47°53'45"W	24.30'±
3. N03°15'12"E	27.50'	22. S34°20'E	84.55'	23. S75°03'50"W	18.00'	31. S73°20'E	61.41'	40. N38°57'55"W	66.50'±
4. S07°31'E	26.99'	13. S87°42'53"E	16.33'	24. N14°56'10"W	35.00'	32. S40°59'E	91.10'	41. N02°17'07"E	57.79'
5. S32°10'30"W	33.56'	14. S87°42'53"E	16.33'	25. N75°03'50"E	5.00'	33. S02°03'41"W	130.00'	42. S02°17'07"W	5.00'
6. S34°12'30"W	35.20'	15. S70°09'W	30.50'	26. N10°20'W	83.00'	34. N02°17'07"E	57.29'		
7. S34°25'W	45.76'	16. S06°33'25"E	41.29'	27. N43°10'W	26.91'	35. N87°42'53"W	71.30'±		
8. S08°02'E	23.09'	17. N87°42'53"W	52.56'	28. N73°20'W	105.11'				
9. S00°48'W	114.43'	18. N02°17'07"E	50.00'						
10. S73°33'W	50.35'	19. S73°51'07"W	158.11'						

BK. 21
32

Assessor's Map Bk. 25 Pg. 37
1968 County of Napa, Calif.

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED. FIRST AMERICAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.

COUNTY ASSESSOR'S PARCEL MAP
PTN. S.W. 1/4, SEC. 7, T.8N., R.5W., M.D.B.&M.

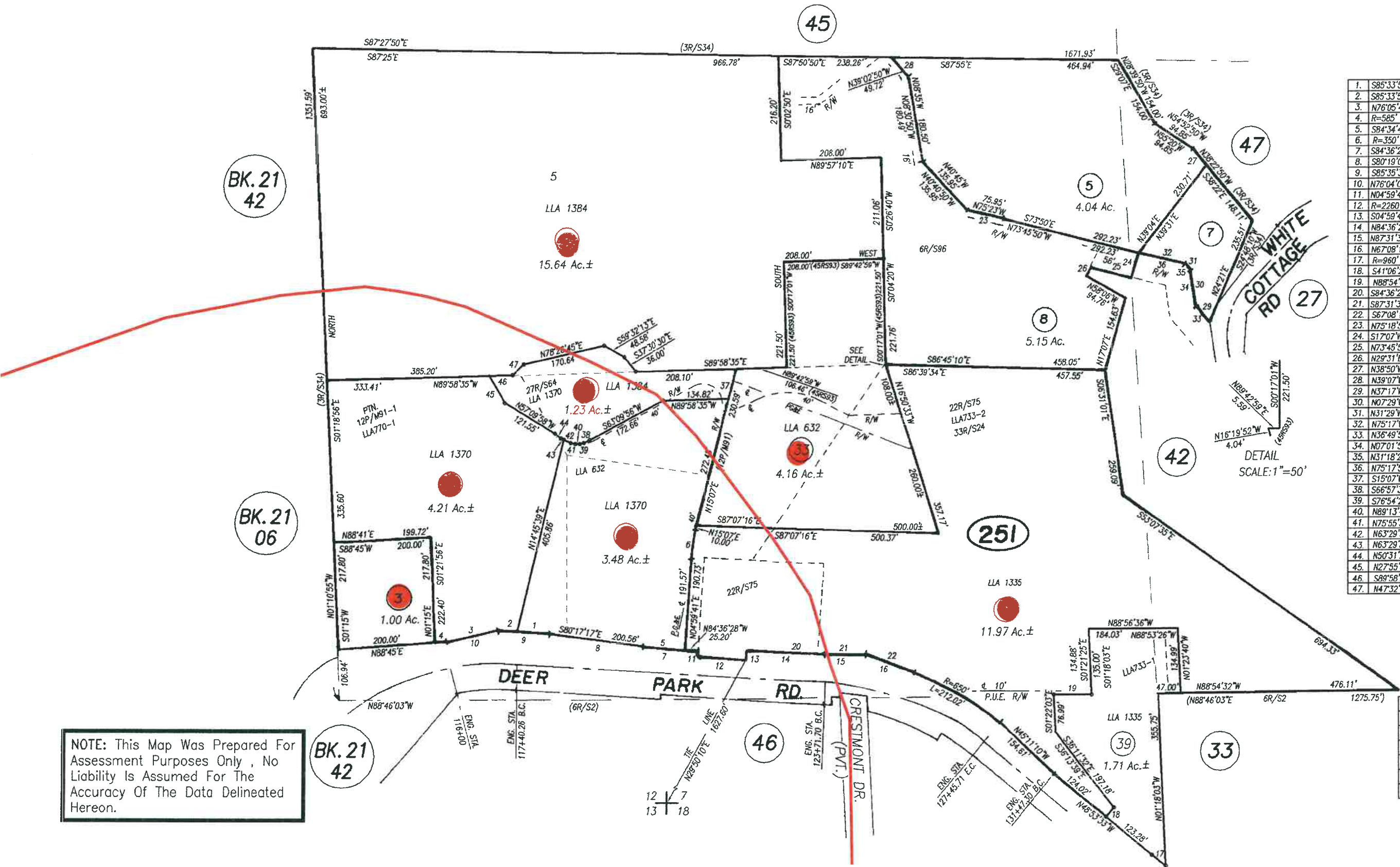
24-25

Tax Area Code
65000

SEP 18 2017

24-24

1" = 200'



1.	S85°33'53"E	66.19'
2.	S85°33'53"E	38.14'
3.	N76°05'45"E	110.43'
4.	R=585'	L=24.05'
5.	S84°34'46"E	84.11'
6.	R=350'	L=61.83'
7.	S84°36'28"E (21R/S37)	109.11'
8.	S80°19'06"E (21R/S37)	200.57'
9.	S85°35'37"E (21R/S37)	104.39'
10.	N76°04'01"E (21R/S37)	110.43'
11.	N04°59'41"E (33R/S24)	14.13'
12.	R=2260' (33R/S24)	L=100.13'
13.	S04°59'41"W (33R/S24)	25.06'
14.	N84°36'28"W (33R/S24)	162.53'
15.	N87°31'39"W (33R/S24)	86.00'
16.	N67°08'15"W (33R/S24)	109.49'
17.	R=960'	L=37.08'
18.	S41°06'27"W	25.00'
19.	N88°54'09"W	77.97'
20.	S84°36'28"E (33R/S24)	162.53'
21.	S87°31'39"E (21R/S37)	86.00'
22.	S67°08'15"E (21R/S37)	109.49'
23.	N75°18'50"W	75.95'
24.	S17°07"W	56.00±
25.	N73°45'50"W	89.00±
26.	N29°31'E	20.24'
27.	N38°50"W	46.32'
28.	N39°07"W	49.72'
29.	N37°17"W	44.13'
30.	N07°29"W	78.15'
31.	N31°29"W	16.00'
32.	N75°17"W	98.57'
33.	N36°49'50"W (3R/S34)	44.13'
34.	N07°01'50"W (3R/S34)	78.15'
35.	N31°18'26"W (3R/S34)	15.89'
36.	N75°17'57"W (3R/S34)	98.57'
37.	S15°07"W	65.73'
38.	S66°57'34"W	13.26'
39.	S76°54'27"W	8.51'
40.	N89°13'40"W	9.28'
41.	N75°55'31"W	9.80'
42.	N63°29'51"W	16.04'
43.	N63°29'51"W	6.29'
44.	N50°31'21"W	15.74'
45.	N27°55'35"W	68.24'
46.	S89°58'35"E	51.79'
47.	N47°32'25"E	28.00'

	4-29-92
251-35 RS	8-28-00
251-38 & 39 LLA	10-9-03
251-40,41,42 LLA	7-13-04
251-43 & 44 LLA	11-18-04
PTN 251-33 RS	12-30-16
REVISION	DATE

1984

24-25

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

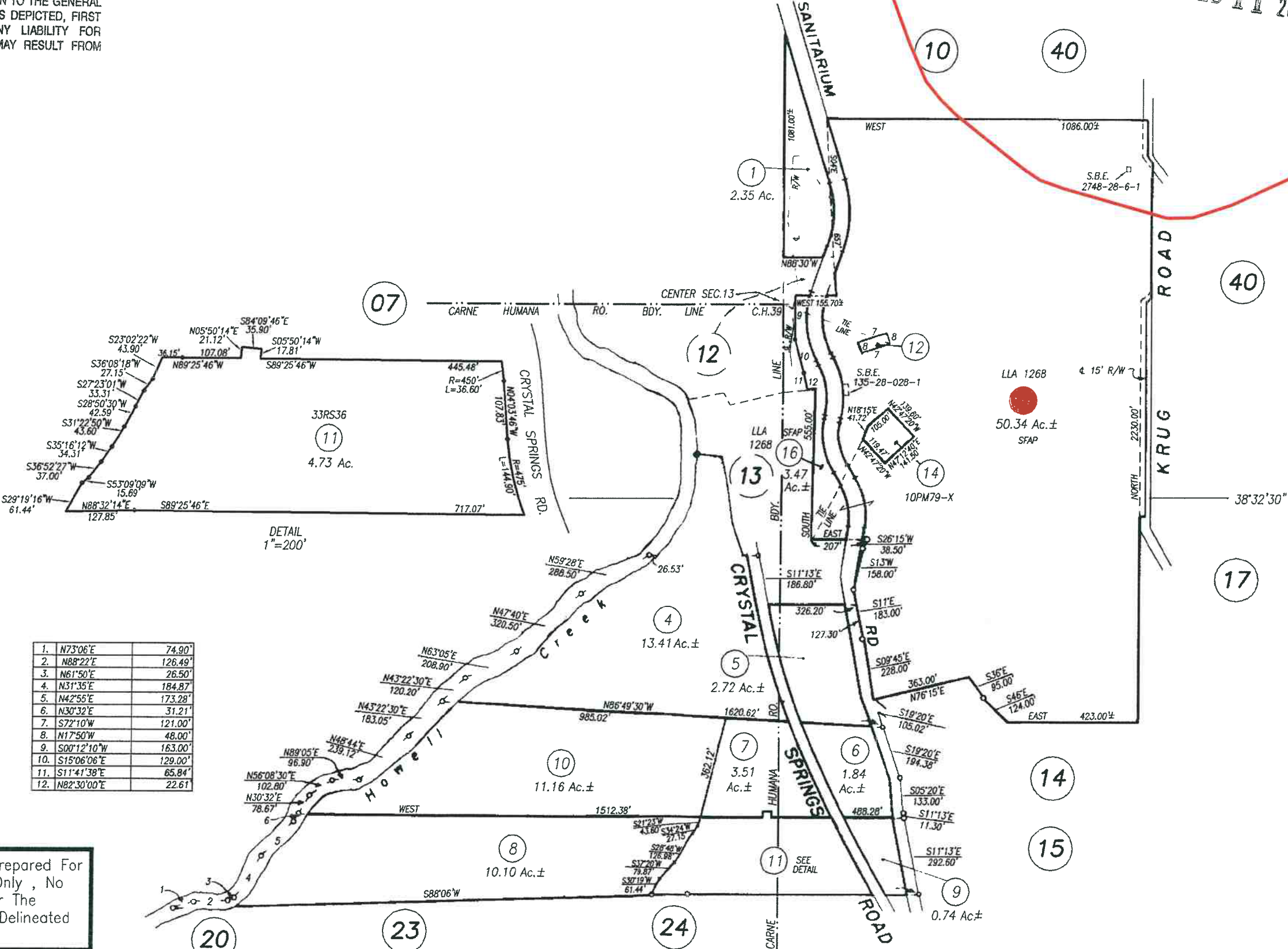
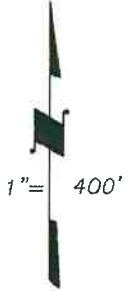
COUNTY ASSESSOR'S PARCEL MAP
PTN. CARNE HUMANA RANCHO
PTN. W1/2 E1/2 SEC. 13, T.8N., R.6W., M.D.B.&M.

Tax Area Code
85001

21-11

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND
DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR
ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL
LOCATION OF THE PARCEL OR PARCELS DEPICTED, FIRST
AMERICAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR
ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM
RELIANCE UPON THIS MAP.

FEB 11 2019



1.	N73°06'E	74.90'
2.	N88°22'E	126.49'
3.	N61°50'E	26.50'
4.	N31°35'E	184.87'
5.	N42°55'E	173.28'
6.	N30°32'E	31.21'
7.	S72°10'W	121.00'
8.	N17°50'W	48.00'
9.	S00°12'10"W	163.00'
10.	S15°06'06"E	129.00'
11.	S11°41'38"E	65.84'
12.	N82°30'00"E	22.61'

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

	1-28-80
110-15 SBE LSE	6-28-00
110-11 RS	9-25-00
110-15 & 16 LLA	12-28-01
110-07 CCOC	12-12-11
110-15 SBE LSE	10-2-17
REVISION	DATE

1955-61-62

COUNTY ASSESSOR'S PARCEL MAP
PTN. W1/2 NE1/4 SEC. 13, T.8N.,R.6W.,M.D.B.&M.

Tax Area Code
85001

21-10
MAR 16 2015

$$1'' = 100'$$


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

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND
DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR
ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL
LOCATION OF THE PARCEL OR PARCELS DEPICTED, FIRST
AMERICAN TITLE COMPANY OF NAPA EXPRESSLY DISCLAIMS
ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY
RESULT FROM RELIANCE UPON THIS MAP.

	3-11-85
	9-21-89
100-03,07&08 RS	3-20-01
100-05 RS	8-1-01
100-09 & 10 LLA	6-25-03
100-11 NEW BORN	12-31-14
REVISION	DATE

1955-62

21-10